

Abbey Drains Ltd  
Terms and Conditions

**1 The contract**

All orders are accepted by Abbey Drains under these Terms and Conditions and may not be altered under any circumstances except than with the written agreement of the company signatory. Any contrary or additional terms unless so agreed are excluded. All orders and request for the supply of services shall only be confirmed by way of fax transmission or email. Verbal orders will only be accepted at the absolute discretion of the management.

Quotations are invitations to treat only.

You shall be responsible for ensuring the accuracy of all information contained within the order including where applicable design drawings, plans and any other necessary information relating to the supply of service(s) by us.

It is your responsibility to be fully conversant with the nature of the service being provided.

Any recalls for a job must be within 48 hours of leaving site and must be for an identical job only. It is your responsibility to make an accurate description of the recall given to ensure that it is an identical job. If Abbey Drains attends a recall that is for a different problem, then you will be charged full price for the time spent on site.

If Abbey Drains attends a site that does not require an engineer, then you will be charged for 1 hour on site regardless of the problem. This will be termed as an aborted charge on invoices.

Abbey Drains LTD can make changes to their terms and conditions and prices at any time. Any changes made will be fully discussed with you beforehand.

**2 Payment**

Unless the supply of services is for cash or other credit terms have been agreed in writing with Abbey Drains LTD signatory, all accounts become due for payment 30 days from date of invoice.

You may not withhold payment of any invoice or other amount due to us for any reason including that of a counter claim you may have or allege to have against us.

We shall be entitled, at all times to offset any debt or claim of whatever nature which we have against you with any sums due from us to you.

**3 Non – Payment / Insolvency**

“Insolvent” mean's you becoming unable to pay your debts within the meaning of section 123 of the solvency Act 1986. The levying or the threat of execution or distress of any of your property; the appointment of a receiver or administrative receiver over all or any part of your property; a proposal for a voluntary arrangement or compromise between you and your creditors whether pursuant to the insolvency Act 1986 or otherwise; the passing of a resolution or voluntary winding up or summoning a meeting to pass such a resolution other than for the purpose of a bona fide amalgamation or reconstruction; the presentation of a petition for your winding – up or for an administration order in relation to you; if you suffer any analogous step or proceedings under foreign law or You seizing or threatening to seize to carry on your business.

If you fail to pay the price for any services on the due date or fail to pay any sum due to Us under any contract on the due date or you become insolvent or if you are a limited company or partnership and there is a material change in your constitution or You commit a material breach of this contract and fail to remedy that breach all sums outstanding between You and Us shall become immediately payable and We shall be entitled to do one or more of the following [ without prejudice to any right or remedy we may have];-

Require payment in cleared funds in advance of further services/works.

Cancel or suspend any further services to you under any contract or order without liability on our part until satisfactory conclusion or settlement of the debt has been reached.

Charge you [both before and after any judgement] interest on the amount unpaid at the rate 8 per cent [%] above base rate until payment in full is made [any part of the month will be treated as a full month for the purpose of calculation interest] and;

Charge you for any reasonable cost and expenses incurred by us as a result of any steps taken in order to recover such indebtedness, such as tracing or debt collection agency costs, seeking legal advice or taking legal proceedings to enforce our rights as a result of your breach of this order/contract.

Signed .....

Print Name .....

Company Name ..... Date .....