



General Terms and Conditions

These terms and conditions apply to all services provided by Sherborne Utilities Ltd. Please read this document carefully as it will tell you everything you need to know about the terms and conditions on which we will deal with each other.

The term "you" refers to the customer or user of our services. Sherborne Utilities Ltd, SUL, us, we, our, ours, refers to Sherborne Utilities Ltd.

1. It is our intention that all the terms of the agreement between us (including details of the services and any goods or materials we are to provide) are contained in this document. If you have any queries or do not accept any of the provisions included in these T&Cs, please contact us.
2. Sherborne Utilities Ltd uses its own employees to carry out work on behalf of Sherborne Utilities Ltd.
3. Quotations given by us are valid for thirty days from the date they are given. We may change or withdraw any quotation at any time before you have accepted it.
4. We will do our best to complete the work and provide the goods and materials for the quoted figure. However, unforeseen circumstances may incur additional costs above the quoted figure. In this event, we will let you know immediately and explain the reasons for the additional costs and ask you to accept an amended quote to cover the additional costs.
5. The price payable by you is the price stated as the Total Due on the quotation.
6. Domestic Customers will be invoiced immediately on completion of the work and The Total Due on the invoice is to be paid immediately. If the Total Due is not paid, interest will accrue on the outstanding amount at the Bank of England prevailing base rate plus 3% until payment is received in full. We will take appropriate legal action for non- payment; we will look to the consumer being responsible for all costs to us allowable by the Court.
7. All Commercial Customers will be invoiced on completion of the work and the Total Due on the invoice is payable within 28 days of the date of the invoice. If the Total Due is not paid within 28 days, interest will accrue on the outstanding amount at the Bank of England prevailing base rate plus 8% until payment is received in full. We will take appropriate legal action for non- payment; we will look to the consumer being responsible for all costs to us allowable by the Court.
8. Our standard business hours are 8am to 6pm Monday to Friday. We may be able to work outside our standard business hours at an additional charge.



9. We will not be liable for loss or damage to your property (including any cleaning needed) or any other type of loss unless we are responsible for it. If access needs to be made to your property for a repair to be completed, we, or any independent contractor used, will fill any holes and level the surface but will not replace the original surface or construction. Redecoration or repair of damage needed after completion of our work is your responsibility

10. You must let us know of any potential hazards or danger present to anyone carrying out work in your property. You must also ensure that there is a clear access to relevant drains and covers and provide us with access to mains electricity and water. If additional work or expense is incurred because you did not provide us with clear access, mains electricity and water, you may be charged for that additional work and/or expense.

11. With the exception of drain unblocking we guarantee all parts and labour for 12 months from the date of completion of the work provided that our guarantee will not apply where faults are caused wholly or in part by your (or any other person's) misuse or neglect of those goods and materials or as a result of fair wear and tear.

12. Drain unblocking work will be guaranteed for 30 days.

This guarantee is void if items such as wet wipes, nappies, sanitary items, or any other foreign objects not designed for flushing into drainpipes is put into the drainage system post initial drain unblocking work and from when the guarantee starts. The guarantee is also void if blockages have been created from defected pipes, poorly laid pipes, subsided pipes, displaced joints, damaged or cracked pipe work. Any guarantee we offer does not affect your legal rights including those rights under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982. The Citizens Advice Bureau or Trading Standards Department will provide information about your rights.

13. In the event of a failure beyond the guarantee period we will be happy to investigate the cause and negotiate a solution to the problem without delay and carry out any agreed repairs as soon as possible. Charges may apply for remedial work carried out beyond guaranteed dates or to items not covered by our guarantee.

14. In the unlikely event that there is anything you are not completely satisfied with, please contact us as soon as you can in order for us to rectify any problems as soon as possible. Either call us on 01963 23200, or write to us at Sherborne Utilities Ltd, Sandhills Farm, Holwell, Sherborne DT9 5LE or email us at hello@sherborneutilities.co.uk

We aim to respond within seven working days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.

14. Please note our fixed fee quotations apply to a single blockage or single drain run that is not classified as having sewer abuse issues such as baby wipes/fat or building materials inside (for clarity please see the various water companies definitions of sewer abuse on the internet) or defect pipe work such as poorly laid pipes, subsided pipes, displaced joints, root ingress, damaged or cracked pipe work. We also require a nearby access point; for the more problematic/difficult jobs, additional runs, or secondary blockages on the same site we offer our hourly rate charged at half hour intervals after the first hour.



15. All goods and services provided remain the property of Sherborne Utilities Ltd until the final invoice has been paid and we reserve the right to remove installed goods supplied if invoice is not paid within the agreed terms of payment.

16. Tenants are required to get their landlord's permission to allow us to carry out any work. Listed buildings may need planning permission. In both cases it is your responsibility to obtain any needed permission for the work.

17. Cancellation Rights. You are entitled to cancel an agreement. If you wish to cancel, you **MUST CANCEL IN WRITING** and deliver personally or send by recorded delivery or registered post to Sherborne Utilities Ltd at the address on the front of the quotation left behind by the technician at any time **WITHIN 14 DAYS** starting from the date of agreement.

18. We may cancel the agreement at any time by giving you written notice.

19. Sherborne Utilities Ltd may check your details with licensed credit reference agencies and fraud-prevention agencies. A record of this search may be kept with the payment details from your account and shared with other organisations. Any false or inaccurate information that is provided and leads to suspected fraud will be recorded. Sherborne Utilities Ltd, and other organisations may search these records to:

- a) Aid making decisions about credit and credit related services for you and members of your household.
- b) Aid making decisions on insurance proposals and insurance claims for you and members of your household.
- c) Trace debtors, debt recovery, fraud prevention and manage your accounts or insurance policies.
- d) Check your identity to prevent money laundering unless other satisfactory proof of your identity is provided.
- e) Carry out statistical analysis about fraud, credit, and insurance.

20. In some circumstances we may discover when on site of the drainage problem, that your blockage is caused by failure of the public drain and, or sewers. In such circumstances, Sherborne Utilities Ltd may reasonably reserve the right to apply a charge for their professional advice, having attended the site and diagnosing for you that the liability is not yours.

In these situations, you will be advised by Sherborne Utilities Ltd that it is the responsibility of the water company. You will be advised that you should then approach your water company for compensation.

21. This contract shall be governed and construed by the law of England and you, and we agree to submit to the jurisdiction of the courts of England and Wales.

22. Sherborne Utilities Ltd confirm that we will comply with the provisions of the Data Protection Act 2018 when processing personal data.



23. Force Majeure. No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

24. Nothing in our general terms and conditions or elsewhere affects your statutory legal rights. If any part of these terms is found to be unenforceable as a matter of law, all other parts of these terms of business shall be unaffected and shall remain in force.

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