TERMS AND CONDITIONS

First Action Drainage Services Ltd | 2026

Important: These Terms apply together with the relevant Proposal, quotation, job sheet or other written description of the Services. Consumer Customers have statutory rights which are not affected by these Terms.

1. DEFINITIONS

1.1 In these Terms the following words have the meanings set out below:

"Business Customer" means a Customer acting for purposes relating to its trade, business, craft or profession.

"Consumer" means an individual acting wholly or mainly for purposes outside their trade, business, craft or profession.

"Contract" means the contract between the Supplier and the Customer for the supply of Goods and/or Services, comprising the Proposal, these Terms and any written variation agreed by the Supplier.

"Customer" means the person, firm, company, public body or other organisation purchasing or instructing the Services.

"Goods" means any goods, parts, materials or equipment supplied by the Supplier in connection with the Services.

"Proposal" means the Supplier's quotation, estimate, statement of work, schedule of rates, job sheet, booking confirmation or other written description of the Goods and/or Services.

"Services" means the drainage, wastewater, CCTV surveying, investigation, clearance, cleaning, repair, excavation, reinstatement, maintenance, reporting or related services described in the Proposal.

"Site" means the property or location at which the Services are to be performed.

"Supplier" means First Action Drainage Services Ltd, a company registered in England and Wales under company number 10386742, whose registered office is Unit 1 Taylors Farm, The Street, Bishop's Stortford, Herts, United Kingdom, CM22 6LY.

"Terms" means these Terms and Conditions, as updated or varied by written agreement for the relevant Contract.

"Working Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

2. APPLICATION AND CONTRACT FORMATION

2.1 These Terms apply to each Contract and prevail over any terms submitted by the Customer, including terms printed on a purchase order, unless the Supplier expressly agrees otherwise in writing.

2.2 A Proposal is valid for 30 days from its date unless it states otherwise. A quotation is an offer capable of acceptance. An estimate is the Supplier's reasonable assessment based on the information available and is not a fixed price.

2.3 The Customer accepts the Contract by signing or approving the Proposal, issuing an instruction or purchase order, confirming a booking, paying a deposit, or allowing the Supplier to begin the Services.

2.4 If there is any conflict, an expressly agreed special condition in the Proposal takes priority over these Terms, followed by the remaining provisions of the Proposal and then these Terms.

2.5 A person instructing the Supplier confirms that they have authority to bind the Customer and, where relevant, permission from the owner, landlord, managing agent or other responsible party to instruct work at the Site.

3. PRICE, VAT AND PAYMENT

3.1 Unless the Proposal expressly states otherwise, prices quoted to Business Customers are exclusive of VAT, which will be added at the applicable rate. Prices quoted to Consumers will be shown inclusive of VAT. Where the domestic reverse charge or another legally required VAT treatment applies, VAT will be dealt with accordingly.

3.2 The Customer must pay the charges, deposit and staged payments specified in the Proposal. If the Proposal does not specify payment terms, payment is due immediately on completion for a Consumer and within 14 days of the invoice date for a Business Customer.

3.3 The Supplier may require a deposit, advance payment or payment on account before attending, ordering materials or starting or continuing the Services.

3.4 A minimum attendance or call-out charge applies where stated in the Proposal or confirmed at booking. It remains payable where the Supplier attends, investigates or resolves the issue within less time than the minimum charging period.

3.5 The Customer must pay reasonable additional charges notified to it for out-of-hours attendance, additional labour or equipment, parking, congestion or clean-air charges, permits, waste disposal, specialist subcontractors, access equipment and other items not included in the Proposal.

3.6 The Customer must notify the Supplier promptly of any genuine invoice dispute, identify the amount and reasons disputed, and pay any undisputed amount by its due date.

3.7 For a Business Customer, the Supplier may charge statutory interest, fixed compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998. For a Consumer, the Supplier may charge interest on overdue sums at 4% per year above the Bank of England base rate, calculated daily, to the extent permitted by law.

3.8 The Supplier may suspend Services or withhold reports or other deliverables where an undisputed amount is overdue, or cancel further attendance if an amount is overdue, after giving reasonable notice where appropriate. Suspension does not remove the Customer's obligation to pay sums already due.

3.9 Where CIS, the VAT domestic reverse charge or another statutory deduction or accounting treatment applies, the parties will provide the information reasonably required to apply it correctly. The Customer must provide any required deduction statement or remittance evidence promptly.

4. CALL-OUTS, CANCELLATION AND ABORTIVE VISITS

4.1 The Customer may cancel or rearrange an attendance by notifying the Supplier as early as reasonably possible.

4.2 Subject to a Consumer's statutory cancellation rights, the Supplier may charge reasonable costs caused by cancellation, including a stated cancellation charge, irrecoverable materials or third-party costs, and the call-out charge where an engineer has been dispatched or has attended.

4.3 An abortive attendance charge may be made where the Supplier cannot perform the Services because access is unavailable or unsafe, the Customer or its representative is absent where attendance is required, required permissions have not been obtained, utilities or facilities reasonably required for the work are unavailable, or material information supplied by the Customer is inaccurate or incomplete.

4.4 The Supplier may cancel, postpone or leave the Site where conditions are unsafe, abusive or unlawful, or where performance would risk injury, property damage or environmental harm. The Customer remains responsible for work performed and reasonable costs incurred up to that point.

5. CONSUMER CANCELLATION RIGHTS

5.1 This section applies only where the Customer is a Consumer and the Contract is a distance or off-premises contract to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply.

5.2 For a service contract, the cancellation period normally ends 14 days after the day the Contract is made. For a contract for Goods, the cancellation period will normally end 14 days after the day the Consumer, or a person nominated by the Consumer, takes physical possession of the Goods. Different rules may apply to mixed contracts and Goods delivered in separate consignments.

5.3 If the Consumer wants Services to begin during the 14-day cancellation period, the Consumer must expressly request this. If the Consumer then cancels after performance has begun, the Supplier may charge a proportionate amount for Services supplied up to cancellation and any Goods the Consumer is required to pay for under applicable law.

5.4 Where the Services have been fully performed during the cancellation period following the Consumer's express request and acknowledgement that the right to cancel will be lost on full performance, the Consumer will lose that cancellation right when the Services are fully performed.

5.5 Statutory exceptions may apply, including certain urgent repairs or maintenance specifically requested by the Consumer. Any additional work or Goods beyond the urgent work remain subject to applicable cancellation rights.

5.6 Nothing in this section limits the Consumer's rights where Goods or Services are faulty, misdescribed or not supplied with reasonable care and skill.

6. PERFORMANCE AND TIMESCALES

6.1 The Supplier will perform the Services with reasonable care and skill and in accordance with applicable legal requirements and recognised industry practice. Where the Supplier is a current DrainSafe approved contractor, it will also have regard to the applicable DrainSafe Code of Practice.

6.2 Attendance, start and completion dates are estimates unless the Supplier expressly agrees in writing that a date is fixed. The Supplier will use reasonable endeavours to meet agreed timescales but is not responsible for delay caused by matters outside its reasonable control.

6.3 Unless otherwise agreed, the Supplier may select the methods, personnel, tools and equipment reasonably required to perform the Services and may use suitably competent subcontractors while remaining responsible for the Services it supplies under the Contract.

6.4 The Supplier may stop work to seek further instructions where it discovers conditions that materially alter the scope, price, safety or feasibility of the Services.

7. CUSTOMER OBLIGATIONS

7.1 The Customer must cooperate with the Supplier and provide complete and accurate information relevant to the Services, including known drainage history, previous repairs, hazards, contamination, asbestos, structural issues and the known or suspected location of utilities and concealed services.

7.2 The Customer must provide safe, timely and unobstructed access to the Site, working areas, drainage points and relevant internal areas, and provide access to water and electricity where reasonably required and safe to do so.

7.3 The Customer must keep children, pets, occupants, vehicles and possessions away from the working area and take reasonable steps to protect items that could be affected by water, debris, odour, dust, vibration or access operations.

7.4 Unless the Proposal states otherwise, the Customer is responsible for obtaining and paying for permissions, licences, wayleaves, landlord or neighbour consent, parking suspensions, highway approvals and water authority or local authority consents required for the Services.

7.5 The Customer must not interfere with the Services and must follow reasonable safety, use and aftercare instructions given by the Supplier.

8. SCOPE, VARIATIONS AND UNFORESEEN CONDITIONS

8.1 The price and scope are based on the information reasonably available when the Proposal is prepared. Unless expressly included, the Supplier is not responsible for work outside the described scope.

8.2 Additional work may be required where the Supplier encounters concealed, inaccurate or unforeseen conditions, including collapsed or displaced pipework, root ingress, concrete or hard obstructions, inaccessible chambers, incorrect plans, unmarked utilities, contaminated material, groundwater, unstable ground, structural defects or greater depths, lengths or quantities than reasonably anticipated.

8.3 Where reasonably practicable, the Supplier will explain the additional work and obtain the Customer's approval before proceeding. Approval may be given in writing, electronically or orally and may be recorded on the job sheet or other job record.

8.4 The Supplier may undertake immediately necessary work without prior approval where reasonably required to make the Site safe, prevent material damage or environmental harm, or protect completed work, provided the resulting charge is reasonable in the circumstances.

8.5 Approved variations will be charged at the agreed price or, where no price is agreed, at the Supplier's applicable rates plus materials, plant, waste and third-party costs.

9. DRAIN CLEARANCE AND INVESTIGATION LIMITATIONS

9.1 Drain clearance is intended to restore reasonable flow at the time of attendance. Unless expressly stated in the Proposal, it does not amount to a guarantee that a blockage will not recur or that the drainage system is free from structural, design, capacity or maintenance defects.

9.2 A blockage may recur because of damaged, displaced, deformed or inadequately graded pipework, root ingress, scale, fat, wipes, foreign objects, misuse, inadequate capacity, third-party systems, public sewers or other underlying causes.

9.3 The Supplier may recommend CCTV inspection, cleaning, testing or remedial work. A recommendation is not included in the original scope unless the Proposal expressly says so.

9.4 High-pressure water jetting, mechanical cutting, descaling and similar methods involve reasonable operational risks, particularly in defective or fragile pipework. The Supplier is not responsible for failure of a pre-existing defective system merely because the defect becomes apparent during properly performed Services, but this does not exclude liability for the Supplier's negligence.

10. CCTV SURVEYS, REPORTS AND TECHNICAL INFORMATION

10.1 A CCTV survey and report record conditions visible and reasonably accessible at the time of the survey. Visibility may be affected by water levels, deposits, obstructions, pipe condition, access, lighting and other Site conditions.

10.2 Unless expressly included in the Proposal, the Services do not include structural engineering, temporary works design, drainage design calculations, hydraulic modelling, planning advice or building-control design responsibility.

10.3 Locations, depths, dimensions and routes shown in a report are approximate unless the Proposal expressly includes measured tracing or surveying. The Customer must arrange verification before excavation, construction or other reliance requiring exact location.

10.4 Reports are prepared for the Customer and stated purpose. No third party may rely on a report without the Supplier's prior written agreement. The Supplier may charge for reviewing or extending reliance and may impose reasonable conditions.

10.5 The Supplier retains copyright and other intellectual property rights in footage, drawings, reports and templates it creates. Once all sums are paid, the Customer receives a non-exclusive licence to use the deliverables for the purpose identified in the Proposal.

11. EXCAVATION, REINSTATEMENT AND CONCEALED SERVICES

11.1 Excavation and reinstatement are included only to the extent expressly described in the Proposal.

11.2 Unless expressly agreed, reinstatement is to a reasonable functional standard using reasonably available materials. Exact matching of colour, shade, texture, pattern, age, weathering, planting or decorative finish cannot be guaranteed.

11.3 The Customer must provide accurate information about concealed services. The Supplier will take reasonable care but is not liable for damage caused by an unmarked, incorrectly marked or undisclosed service unless the damage results from the Supplier's negligence.

11.4 Some settlement of excavated ground may naturally occur. The Customer must notify the Supplier promptly of material settlement and allow a reasonable opportunity to inspect it.

11.5 Unless included in the Proposal, landscaping, specialist finishes, replacement of undamaged surrounding surfaces and consequential decorative work are excluded.

12. WASTE AND ENVIRONMENTAL MATTERS

12.1 The Supplier will handle and dispose of waste that it agrees to remove in accordance with applicable legal requirements. Waste disposal and specialist handling may be charged separately where not included in the Proposal.

12.2 The Customer must disclose any known or suspected hazardous, contaminated, clinical, chemical or otherwise unusual waste. The Supplier may stop work and revise the scope and price where undisclosed material is encountered.

12.3 The Customer must not require the Supplier to discharge, deposit or dispose of material unlawfully.

13. GOODS, MATERIALS AND TITLE

13.1 The Supplier will use materials reasonably suitable for the Services and may use equivalent alternatives where specified items are unavailable, provided this does not materially reduce function or quality.

13.2 Risk in Goods passes to the Customer when the Goods are delivered to the Site or incorporated into the works. This does not affect the Supplier's responsibility for loss or damage caused by its failure to exercise reasonable care while the Goods remain under its control.

13.3 For a Business Customer, title to Goods supplied separately or capable of removal without material damage remains with the Supplier until all sums due for those Goods are paid in full. The Customer must keep such Goods identifiable and must not sell or dispose of them before title passes.

13.4 Manufacturer warranties will be passed to the Customer to the extent transferable. Any additional Supplier guarantee applies only if stated in the Proposal or in section 14.

14. DEFECTS, COMPLAINTS AND GUARANTEES

14.1 The Customer should inspect completed work when reasonably possible and notify the Supplier promptly, with reasonable details and supporting evidence, of any alleged defect or damage.

14.2 The Customer must give the Supplier a reasonable opportunity to inspect and, where the Supplier is responsible, repeat or remedy the affected Services before arranging third-party remedial work, except in a genuine emergency where immediate action is reasonably necessary to prevent injury or material damage.

14.3 Any express guarantee applies only for the period and work stated in the Proposal. Unless the Proposal states otherwise, no separate contractual guarantee is given against recurrent blockages or failure caused by an underlying or external condition.

14.4 An express guarantee does not cover misuse, accidental or deliberate damage, third-party work or interference, failure to follow advice, new blockages, root regrowth, ground movement, pre-existing or excluded defects, overloading, abnormal use, or matters outside the Supplier's reasonable control.

14.5 Nothing in this section limits a Consumer's statutory remedies, including the rights to repeat performance or an appropriate price reduction where applicable under the Consumer Rights Act 2015.

15. LIABILITY

15.1 Nothing in the Contract excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of a Consumer's statutory rights, or any liability that cannot lawfully be excluded or limited.

15.2 The Supplier is responsible for loss or damage that is a foreseeable result of its breach of the Contract or failure to use reasonable care and skill, subject to the lawful limitations in this section.

15.3 The Supplier is not responsible for loss caused by inaccurate or incomplete information from the Customer, pre-existing defects, normal consequences of properly performed work that were explained or reasonably apparent, failure to follow recommendations, or matters outside the Supplier's reasonable control, except to the extent the Supplier caused or contributed to the loss through negligence or breach of Contract.

15.4 If the Customer is a Consumer, the Supplier is not liable for business losses. The Supplier does not exclude liability for foreseeable loss of or damage to the Consumer's property caused by the Supplier's failure to exercise reasonable care and skill.

15.5 If the Customer is a Business Customer, the Supplier is not liable for loss of profit, revenue, business, contracts, anticipated savings, goodwill, data, opportunity, production or use, or for indirect or consequential loss.

15.6 Subject to clause 15.1, the Supplier's total aggregate liability to a Business Customer arising out of or in connection with a Contract will not exceed the greater of: (a) 150% of the total charges paid or payable under that Contract; or (b) £10,000. This limitation is subject to the requirement of reasonableness under applicable law.

15.7 The Customer must take reasonable steps to mitigate any loss and notify the Supplier promptly of an incident or claim.

16. INSURANCE AND CUSTOMER PROPERTY

16.1 The Supplier will maintain insurance appropriate to its business and legal obligations. Evidence of relevant cover will be provided to a Business Customer on reasonable request.

16.2 The Customer is responsible for insuring the Site, its contents and any business interruption risk unless the Contract expressly states otherwise.

16.3 Items left at the Site remain at the Customer's risk except where loss or damage results from the Supplier's negligence or breach of Contract.

17. SUSPENSION AND TERMINATION

17.1 Either party may terminate an ongoing Contract by giving the notice specified in the Proposal. If no notice is specified, either party may give 30 days' written notice, but this does not give the Customer a right to cancel completed work or a confirmed one-off attendance without paying applicable charges.

17.2 The Supplier may suspend or terminate immediately by written notice if the Customer materially breaches the Contract and, where the breach can be remedied, fails to remedy it within a reasonable period after notice; becomes insolvent; uses the Services for unlawful purposes; or exposes personnel or others to unacceptable risk or abuse.

17.3 On termination the Customer must pay for Services performed, Goods supplied or ordered, non-cancellable commitments and reasonable demobilisation or reinstatement costs up to the termination date, subject to mandatory Consumer rights.

17.4 Terms intended to continue after termination, including payment, intellectual property, liability and confidentiality provisions, remain effective.

18. FORCE MAJEURE

18.1 Neither party is liable for delay or failure caused by events outside its reasonable control, including severe weather, flooding, fire, utility failure, road closure, epidemic, industrial action, shortage of materials, failure of a utility or authority, or breakdown not caused by a failure to take reasonable care.

18.2 The affected party must notify the other where reasonably practicable and take reasonable steps to reduce the effect. Time for performance will be extended reasonably.

18.3 If the event prevents substantial performance for more than 30 days, either party may terminate the affected unperformed Services by written notice. The Customer must pay for work and reasonable commitments incurred before termination.

19. DATA PROTECTION AND CONFIDENTIALITY

19.1 The Supplier may process personal data to quote, administer and perform the Contract, take payment, manage safety and compliance, handle complaints and recover debts, in accordance with its privacy notice and applicable data protection law.

19.2 The Customer must ensure it is entitled to provide personal data, images, access information and other information supplied to the Supplier.

19.3 Each party must keep the other's genuinely confidential information confidential, except where disclosure is required to perform the Contract, obtain professional advice, comply with law or enforce legal rights.

20. GENERAL

20.1 Notices under the Contract may be delivered by hand, first-class post or email to the latest address notified by the receiving party. This clause does not prescribe service of court proceedings.

20.2 The Supplier may assign or transfer the Contract as part of a genuine business reorganisation or sale, provided this does not reduce a Consumer's rights. A Customer may not transfer the Contract without the Supplier's written consent, not to be unreasonably withheld where applicable.

20.3 Except for a permitted assignee, no person other than the Supplier and Customer has a right to enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.

20.4 If any provision is invalid, illegal or unenforceable, it will be treated as modified to the minimum extent necessary or severed, and the remaining provisions will continue.

20.5 A delay or failure to enforce a right is not a waiver of that right.

20.6 For a Business Customer, the Contract constitutes the entire agreement relating to its subject matter, but neither party excludes liability for fraud or fraudulent misrepresentation. For a Consumer, information and statements made binding by law remain part of the Contract.

21. GOVERNING LAW AND DISPUTES

21.1 The Customer should first raise any complaint with the Supplier and allow a reasonable opportunity to investigate and resolve it.

21.2 The Contract is governed by the law of England and Wales.

21.3 A Business Customer and the Supplier submit to the exclusive jurisdiction of the courts of England and Wales. A Consumer may bring proceedings in any court entitled to hear the claim under applicable consumer law, and mandatory rights in the Consumer's place of residence are not affected.

SCHEDULE 1. CONSUMER CANCELLATION FORM

Complete and return this form only if you are a Consumer and wish to cancel a qualifying distance or off-premises Contract.

To	First Action Drainage Services Ltd, Unit 1 Taylors Farm, The Street, Bishop's Stortford, Herts, CM22 6LY – 0203 797 1239 Email: info@firstactiondrainslondon.co.uk
Cancellation	I/We hereby give notice that I/We cancel my/our Contract for the following Services/Goods:
Description	
Ordered on/received on	
Contract/booking date	
Customer name	
Site/customer address	
Signature	
Date	_____ (only if submitted on paper)

SCHEDULE 2. REQUEST TO START SERVICES DURING THE 14-DAY CANCELLATION PERIOD

☐ I/We expressly request First Action Drainage Services Ltd to begin the Services before the end of the applicable 14-day cancellation period.

☐ I/We understand that, if I/we cancel after the Services have begun, I/we may have to pay a proportionate amount for the Services supplied up to cancellation and any other amount lawfully due.

☐ I/We acknowledge that, if the Services are fully performed during the cancellation period following this request, I/we will lose the statutory right to cancel once full performance has taken place.

Customer name: _____

Site address: _____

Job/quotation reference: _____

Signature: _____

Date: _____