

1. THESE TERMS

These are the terms and conditions on which we supply services to you. Please read these terms carefully before you confirm that you wish to use our services. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are:

In these terms and conditions, "we" and "us" refers to UK Drainage Claims Ltd and/or UK Drainage Professionals Ltd, together trading as UKDP.

2.2 How to contact us: You can contact us by telephoning our customer service team on 01628 788900 or by writing to us by email at info@ukdpsolutions.co.uk or by post at Braywick House West, Windsor Road, Maidenhead, Berkshire, SL6 1DN.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

How we will agree to provide services to you.

If we are managing an insurance claim on your behalf our acceptance of your request for us to provide our services to you will take place when you sign our Letter of Authority, at which point a contract will come into existence between you and us.

If we are undertaking works at your property not related to an insurance claim our acceptance of your request for us to provide our services to you will take place when you confirm, in writing or by phone that you wish us to proceed.

4. PROVIDING OUR SERVICES

4.1 When we will provide our services. We will begin to provide our services from the date agreed with you. We will supply the services to you until any project is completed or until the contract comes to an end as described in clause 5.

5. YOUR RIGHTS TO END THE CONTRACT

5.1 You can always end your contract with us. Your rights when you end the contract will depend on what (if any) services have been provided, how we are performing and when you decide to end the contract.

5.2 Changing your mind within the "cooling off period". If we are managing an insurance claim on your behalf, you have 14 days to change your mind after the day that you sign our Letter of Authority. If you cancel

after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind. If you are thinking about changing your mind after we have started the services, please contact us to find out how much you might owe for the services that we have provided. You do not have a right to change your mind in respect of services, once these have been completed, even if the cooling off period is still running.

5.3 When we haven't provided the services in accordance with the

contract. If we have not provided the services in accordance with the contract then you may end the contract and we will not provide further services. Please contact us in the first instance if you are considering ending the contract for this reason, as we will do our best to put right any problems. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you wish to end the contract.

5.4 Ending the contract where we are not at fault and there is no right to

change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 5.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and we have been paid for them. If you want to end a contract before it is completed where we are not at fault and you do not have a right to change your mind, just contact us to let us know. The contract will end immediately and we will charge you reasonable compensation for the costs we will incur as a result of your ending the contract.

6. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

6.1 Tell us you want to end the contract. To end the contract with us, please let us know by either phoning us or sending us an email or letter.

(a) **By phone or email.** Call 01628 788600 or email info@ukdpsolutions.co.uk.

(b) **By post.** You can write to us at Braywick House West, Windsor Road, Maidenhead, Berkshire, SL6 1DN.

7. OUR RIGHTS TO END THE CONTRACT

7.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the service;

- (c) you do not, within a reasonable time, allow us access to your premises to supply the services.

7.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 7.1 we may charge you reasonable compensation for the costs we will incur as a result of your breaking the contract.

8. PRICE AND PAYMENT

8.1 **How we are paid – works covered by your insurance.** Where we manage an insurance claim for you and arrange for your insurer to cover the costs of our services, your insurer will either:

- (a) Pay the full cost of the agreed works to us, less your insurance policy excess. In these circumstances, you must pay your insurance policy excess to us before the agreed works commence;
- (b) Pay the full cost of the agreed works to you, less your insurance policy excess. This may be paid in more than one instalment. In these circumstances, you must pay to us the monies received from your insurer in full within 7 days of receipt and you must pay your insurance policy excess to us before the agreed works commence.

8.2 **How we are paid – works not covered by insurance.** When we are undertaking repair or installation works at your property, you must pay 50% of the agreed costs prior to works commencing. The remaining 50% payment must be paid to us within 14 days of the works being completed. If we are undertaking an inspection or survey, the full amount must be settled by return once we have sent you our summary report following the inspection.

8.3 **How to pay.** We accept payment by cheque or bank transfer. We are also able to take payment by debit or credit card, although a transaction fee for this may be levied by the card providers. If this is the case, you may be asked to cover this cost in addition to the monies due to be settled.

8.4 **We will pass on changes in the rate of VAT.** If the rate of VAT changes before the date we supply the services, we will adjust the rate of VAT that applies to our services, unless the services have been paid for in full before the change in the rate of VAT takes effect.

8.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Lloyd's Bank from time to time. This interest shall accrue on a daily basis from

the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

9.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

9.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors for fraud or fraudulent misrepresentation.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

10.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the services to you;
- (b) to process your payment for the services.

10.2 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

11. OTHER IMPORTANT TERMS

11.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it.

11.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

11.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

11.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of our services in the English court