

TERMS AND CONDITIONS FOR THE COLLECTION AND DISPOSAL OF SEWAGE

1. Sewage collection services under this Agreement shall be supplied in accordance with these Standard Conditions and any conditions expressed or implied which in any way add to, vary, modify or are in contradiction to these Standard Conditions shall be excluded and not form part of this Agreement unless each of such conditions has been specifically agreed in writing by both parties.
2. This Agreement remains in force for a minimum of 1 month after the start date. Thereafter, the Agreement shall continue on a month by month basis until terminated by either party giving one month's notice in writing to the other.
3. The Hirer shall allow Drainforce employees access to the premises at all reasonable times to allow emptying, ascertaining the condition of the septic tank/cesspool and for any other purpose connected to the sewage collection service.
4. Access to the septic tank/cesspool shall be free from obstructions, vegetation and any other items that would impede access or may endanger the Operator
5. You are required to ensure that access to the septic tank/cesspool is via a suitably constructed carriageway, drive or hard standing and is free of obstruction. The carriageway should have a minimum width of 3 metres along its length. If the driver is unable to park the collection vehicle in the required manner the Company reserves the right not to carry out the service.
6. Collection times will be during normal working hours between 7.00 am and 3.30 pm, Monday to Thursday and 7.00 am and 2.30 pm Friday (excluding Bank Holidays). The Hirer will be informed, prior to the visit, when the emptying will be carried out. The Company will not be held liable for any delays in carrying out the emptying of the tank.
7. The Company will not be held liable for any damage arising from the weight of the tanker vehicle.
8. Drainforce will not be held liable for any spillages or blockages and will not be responsible for cleaning up spillages or waste materials caused by blockages or over full tanks.
9. The cost of emptying is as stated in Section 5 overleaf for domestic residents. If an appointment has been pre-arranged and access to the tank or property is not possible a charge may be made at the discretion of Drainforce. The cost per emptying may vary due to access restrictions to the property/tank.
10. Payments in respect of the collection of sewage under this Agreement shall be due from the Hirer within 28 days of receipt of an invoice from Drainforce. If an invoice remains unpaid for more than 28 days, collection services will be suspended until full payment is received. The Hirer shall be liable for all charges under this Agreement prior to it being terminated and Drainforce reserve the right to take legal action to recover such charges. Notification of termination including the Hirer moving out of the property must be sent in writing
11. If the septic tank/cesspool is shared by more than one property, it is the responsibility of the householders to agree invoicing/payment arrangements between themselves. Drainforce will only provide the service once it has received a signed agreement from all the householders. If any of the householders terminate or fail to comply with this Agreement Drainforce reserves the right to withdraw the service from all other householders sharing the tank.
12. The Hirer hereby indemnifies Drainforce and its employees against all actions, proceedings, claims, costs or expenses in respect of loss or damage to any real or personal property or injury to or death of any person caused by or arising directly or indirectly as a result of any action or omission or default or negligence of the Hirer or of any servant or agent of the Hirer or any other person under his control except to the extent that it can be shown that any such loss, damage or injury or death was caused by the negligence of Drainforce
13. Drainforce reserves the right to amend the Standard Conditions and Charges for the collection of sewage subject to one month's notice in writing to the Hirer.
14. Drainforce reserves the right to alter, amend or withdraw the sewage collection service provided under this Agreement if the Hirer fails to meet any of its obligations under this Agreement, or for such other reasons as the Company, at its absolute discretion, decide.

Instruction to your Bank to pay Direct Debits

Originators Identification Number

Originators Reference

(Office Use Only)

Please complete parts 1 to 6 to instruct your Bank to make payments directly from your account. Then return this form to:- Drainforce Limited

Please use capital letters:

1. To: The Manager,

Bank: _____

Please write the full postal address and postcode of your bank in the space provided.

Branch: _____

Address: _____

Banks may refuse to pay Direct Debits from some types of account.

2. Name of Account Holder: _____

3. Address of Account Holder: _____

4. Bank Sort Code: - -

5. Bank Account Number:

6. Your instructions to the Bank, and your Signature(s):

- I instruct you to pay Direct Debits from my account at the request of Drainforce Limited
- I confirm that the amounts to be debited are variable and may be debited on various dates.
- I shall duly notify the Bank in writing if I wish to cancel this instruction. I shall also so notify Drainforce Limited of such cancellation

The Direct Debit Guarantee

- This is a guarantee provided by your own Bank as a member of the Direct Debit Scheme, in which Banks and Originators of Direct Debits participate.
- If you authorise payment by Direct Debit, then your Direct Debit Originator will notify you in advance of the amounts to be debited to your account.
- Your Bank will accept and pay such debits, provided that your account has sufficient available funds.
- If it is established that an unauthorised Direct Debit was charged to your account, you are guaranteed a prompt refund by your Bank of the amount so charged.
- You can cancel the Direct Debit Instruction in good time by writing to your Bank.

Signature(s): _____

Date: _____