

Terms and Conditions of Service

1. Definitions

In these terms, "Service Provider" refers to The Rainwater Guy Ltd, and "Customer" refers to the other party to this contract. A "Service Visit" refers to any visit by the Service Provider, including but not limited to maintenance, call-outs, remedial work, site visits, installation, and commissioning. The "Contract Price" is the price invoiced by the Service Provider for such visits.

2. Order Confirmation

Where applicable, work will commence only upon receipt of a written Order Number or written confirmation via email or letter.

3. Variations

Any identified variations to the agreed scope of work must be priced and agreed upon before being executed. Verbal instructions, if provided, will be confirmed in writing and priced at day work rates, with additional charges for materials, plant, and equipment required to complete the task.

4. Quote Validity

All quotes are valid for 30 days unless otherwise specified.

5. Quotes Based on Customer Information

Quotes for work where no site visit has occurred will be based on the information provided by the Customer. Any changes in this information will result in a revised quote.

6. Installation and Commissioning

The Customer must confirm the completion of any works prior to the Service Provider's arrival. If confirmed works are incomplete, the quoted price may change, or the visit may be aborted and still charged.

7. Accuracy of Information

The Service Provider is not liable for any incorrect or ambiguous information provided by the Customer.

8. Material Usage

If insufficient specification details are provided, the Service Provider will use materials and parts deemed appropriate for the task.

9. Responsibility for Materials/Parts

Once materials or parts are installed, they become the Customer's responsibility. Ownership of goods transfers upon payment.

10. Scheduling and Lead Times

The Service Provider and Customer will agree on the scheduling of works. The Customer will be advised of any extended lead times for products or materials.

11. Service Visit Reports

Following a Service Visit, the Service Provider will issue a report detailing the works completed and any recommended further remedial actions.

12. Post-Visit Issues

The Service Provider will not be responsible for issues arising from work not carried out as detailed in the post-visit report.

13. Additional Work Outside Maintenance Agreement

Any work required outside of the maintenance agreement will be quoted separately and performed as an additional service.

14. Remedial Work Quotes

Any remedial work that can be carried out by the Service Provider will be quoted and/or provided alongside the post-visit report.

15. Third-Party Remedial Work

The Service Provider is not responsible for remedial work carried out by third parties. Assistance or advice may be provided at the Service Provider's discretion.

16. Annual Maintenance Agreement

The annual maintenance fee covers the routine service visit as specified in the maintenance proposal, including any optional extras identified within the maintenance plan.

17. Initial Assessment

A system assessment will be conducted by the Service Provider prior to the commencement of the maintenance agreement for new customers or those without a service visit in the past two years.

18. Maintenance Period

The maintenance fee applies for a 12-month period, unless otherwise specified in a bespoke maintenance proposal.

19. Timing of Maintenance Visits

The initial maintenance visit can take place during any month of the contract period.

20. Service Agreement Commencement

The service agreement will commence only after any issues identified in the initial assessment have been rectified.

21. Assumptions for Maintenance Price

The annual maintenance price assumes that the system has been installed according to manufacturer's guidelines and has been previously maintained or commissioned by the Service Provider.

22. Impact of Skipping Maintenance Visits

If the Customer skips a year of maintenance under a gold/platinum agreement, the tank cleaning will be chargeable at the current full rate.

23. Delayed or Missed Maintenance Visits

Delays exceeding 3 months or a missed maintenance year may result in the cancellation of agreement benefits.

24. Failure to Schedule Annual Service

If the Customer fails to schedule an annual service within the maintenance agreement timeframe, the agreement may be terminated.

25. Call-Out Procedures

Before a call-out is booked, the Customer must inform the Service Provider of the issue and complete any required preliminary checks over the phone.

26. **Eligibility for Free/Discounted Call-Outs**
Free or discounted call-outs are available only if the system has been maintained annually and used according to the manufacturer's instructions. If this is not the case, the visit may be chargeable.
27. **Non-Emergency Call-Outs**
Call-out visits will be booked as non-emergency, unless otherwise specified following an initial investigation.
28. **Charges for Uncompleted Pre-Visit Checks**
If the required pre-visit checks are not completed as instructed, the visit may become chargeable.
29. **Return Visits**
Return visits required shortly after a maintenance visit may incur additional charges, which will be communicated prior to scheduling.
30. **Replacement Parts**
Free or discounted replacement parts are provided based on fair wear and tear. Items not considered fair wear and tear will be chargeable at the full rate.
31. **Modifications to Systems**
Any modifications to the rainwater harvesting or wastewater treatment systems must be approved in writing. Unauthorized alterations may invalidate the maintenance agreement and affect quoted prices.
32. **Additional Work on Service Visits**
Any additional work not covered by the maintenance plan or quoted works will only be carried out with the Customer's written consent and at an agreed price.
33. **Payment Terms**
Unless otherwise agreed, payment is due upon acceptance of the maintenance agreement. Services will begin once the agreement is confirmed.
34. **Invoice Payment Terms**
All invoices must be paid in accordance with the terms outlined in each invoice. Failure to pay on time may result in delayed payment fees of 1.5% per month on overdue amounts.
35. **Interim Payment Agreements**
Interim payments may be agreed during the pre-contract stage to cover periods of high expenditure.
36. **Payment Queries**
Any payment-related queries must be submitted within 7 days of the invoice date. After this period, no claims will be considered.
37. **Disputes Over Agreed Costs**
Disputes regarding costs for work already agreed upon will not be considered after the quote has been accepted and work has been completed.
38. **Cancellations**
Cancellations made with less than 48 hours' notice may result in charges for the scheduled visit.
39. **Denied Access**
If the Service Provider is denied access to complete the agreed service, the visit will still be chargeable.

Rainwater Harvesting

40. **Gutter and Filter Cleans**
Gutter and filter cleans are not included in free call-out services.
41. **Gutter Checks**
Gutter checks and debris removal will be performed up to a height of 6 meters, using a wet vac and extendable poles, if included in the maintenance plan. Otherwise, the Customer will be quoted separately.
42. **Exclusions for Gutter Checks and debris removal**
Internal, hidden, or boxed-in gutters, as well as gutters with protective devices, will not be checked or cleaned.
43. **Free call outs**
These only apply to issues with the rainwater harvesting system itself. Any faults caused by defective appliances, e.g. toilet filling valves, are not eligible but will be quoted for.
44. **Contaminated Tanks**
If a tank is found to be contaminated, the Service Provider will not proceed with cleaning services. The visit will still be chargeable, and an external company will be recommended for decontamination.

Wastewater Treatment

45. **Test Results**
Wastewater treatment tanks should not be emptied within 3-4 weeks prior to a service visit. Inaccurate test results due to recent tank emptying are not the responsibility of the Service Provider.
46. **De-Sludging Requirement**
Failure to de-sludge wastewater systems as advised will invalidate the maintenance agreement.
47. **Pump Stations**
The Service Provider must be informed of any additional pump stations on-site. Such systems will incur an additional service fee as quoted.
48. **Misuse of Wastewater Systems**
Improper use of wastewater systems, including the presence of unauthorized items in tanks, may result in additional charges for removal and disposal.

49. **Maintenance of Additional Parts**

Systems with additional parts, such as compressors, require regular maintenance. Failure to adhere to the agreed schedule may result in additional charges for extended service time.

50. **Dosing Solution for Wastewater Systems**

It is the Customer's responsibility to inform the Service Provider of any dosing solution systems prior to a visit.

51. **Site Conditions**

The Service Provider will inspect and ensure the site is left in good order. Any damage caused by others will not be the responsibility of the Service Provider.

52. **Health & Safety Compliance**

The Service Provider adheres to Health & Safety regulations. Gross misconduct in this regard will result in appropriate action.

53. **Refusal of Service**

The Service Provider reserves the right to refuse service to any customer displaying aggressive or discriminatory behavior toward staff or threatening their safety.

54. **Tax Information**

Upon request, the Service Provider will provide its Unique Tax Reference (UTR) and company registration number for verification purposes.

55. **Pricing and VAT**

All prices are quoted net, unless otherwise stated. VAT will be applied at the prevailing rate on the date of invoice.