TERMS AND CONDITIONS OF SERVICE

Effective Date: September 2026

Company: Aleksandra Services Ltd. trading as Prime Drains (“the Company,” “we,” “us,” “our”)

Registered Office: Suite 16, The Cubes, Beacon South Quarter, Sandyford, Dublin 18, D18 XD36

Company Registration & Tax: Registered in Ireland

Contact: 083 132 3245 | info@primedrains.ie

Insurance Coverage: Fully Insured — €6.5 Million Public Liability Indemnity

1. Definitions and Interpretation

1.1. **"Client"** means the individual, commercial entity, facility management firm, block management agency, property owner, tenant, or authorized agent requesting or instructing the Company to carry out the Works.

1.2. **"Company"** means Aleksandra Services Ltd. trading as Prime Drains.

1.3. **"Works"** means all drainage operations, emergency clearances, high-pressure water jetting, mechanical milling, CCTV pipeline surveys, preventative maintenance (PPM), pipe relining/patching, excavations, and auxiliary services performed by the Company.

1.4. **"Site"** means the domestic, commercial, or industrial location, including buildings, grounds, driveways, private roadways, common areas, and connected drainage easements, where Works are to be executed.

1.5. **"Contract"** means the legally binding agreement between the Company and the Client formed under Section 2.

2. Contract Formation, Quotations, and Scope

2.1. A legally binding contract is established upon the occurrence of any of the following:

- Written or digital acceptance by the Client of a formal estimate or quotation issued via our field service management system (Tradify);
- Email, electronic messaging, or verbal confirmation by the Client instructing attendance; or
- Permitting the Company's engineers or plant to access the Site and commence diagnostic or clearance procedures.

2.2. **Pricing Structure & Rate Cards:** All Works are executed at the rates set forth in our applicable rate cards, written estimates, or formal Tradify quotations. Rates are determined based on standard hours, out-of-hours/emergency response, or project-specific diagnostic findings.

2.3. **Estimates vs. Fixed Costs:** Quotations for structural interventions (including CIPP relining, patch repairs, and civil excavations) are issued as project-specific estimates based on visible conditions. If concealed structural defects, collapsed masonry, severe root masses, encrustation, concrete ingress, or unknown utility crossings are discovered during execution, the Company reserves the right to halt work, revise the quotation, or bill for additional machine and labor hours necessary to overcome the obstruction.

2.4. **Statutory Taxes:** Value Added Tax (VAT) is applied in strict adherence to Irish Revenue Commissioners guidelines at the applicable statutory rate (standard or reduced construction/repair rate, where legally permissible).

3. Site Access, Easements, and Communal Drainage Rights

3.1. **Authority and Warranty of Title:** The Client warrants that they are either the legal owner of the Site or the fully authorized agent of the owner (such as a property manager, facility manager, or designated tenant) with full legal authority to commission the Works and grant unrestricted access to the drainage infrastructure. The Client fully indemnifies the Company against any third-party claims, disputes, or actions alleging unauthorized entry, trespass, or interference.

3.2. **Grant of Access:** The Client hereby grants to the Company, its engineers, subcontractors, vehicles, and plant an unrestricted, irrevocable license to enter the Site and access all chambers, inspection manholes, interceptors, rodding eyes, stacks, and gullies necessary to perform the Works.

3.3. **Communal, Shared, and Off-Site Drains:** The Client explicitly acknowledges that drainage networks are frequently interconnected. Where resolving a blockage, backing up, or defect requires accessing, inspecting, rodding, or jetting communal lateral drains, shared private sewers, downpipes, boundary chambers, or drains crossing onto neighboring or common properties, the Client:

- Expressly authorizes the Company to enter, inspect, and trace such communal or interconnected systems;
- Confirms and warrants that all requisite permissions, easements, party-line consents, or multi-unit development authorizations have been secured; and
- Agrees to hold the Company harmless from any third-party objection, dispute, or claim arising from accessing shared or neighboring drainage points reasonably believed to form part of the hydraulic problem.

3.4. **Unobstructed Working Conditions:** The Client is solely responsible for ensuring that all access covers, manholes, inspection points, and pathways are cleared of vehicles, stock, vegetation, debris, locked gates, fitted carpets, floor tiles, and furniture prior to our arrival. Where the Company is required to lift heavy architectural coverings, clear domestic/commercial storage, or perform non-drainage preparatory work to gain access, this time will be billed at standard hourly rates, and the Company accepts no liability for cosmetic marking, cracking, or damage resulting from reasonable forced access.

4. Vehicle Staging, Parking, and Non-Designated Zones

4.1. **Operational Necessity:** The Client acknowledges that commercial drainage machinery (including vehicle-mounted high-pressure jetting units, mechanical reels, and vacuum plant) relies on heavy, vehicle-powered equipment requiring direct, line-of-sight proximity to manholes and chambers. Hose runs are strictly limited by operating pressure drops and safety standards.

4.2. **Authority to Position Vehicles:** The Client authorizes the Company to drive, stage, and position its commercial service vehicles, trailers, and plant in locations directly adjacent to the drainage access points, including within private driveways,

service yards, footpaths, loading bays, delivery docks, pedestrianized precincts, and areas not formally designated as parking bays, wherever operational safety or technical feasibility dictates.

4.3. **Parking Enforcement, Fines, and Clamping Indemnity:** Where the Company is directed, required, or forced by operational necessity to park or stage vehicles in restricted zones, paid bays, private development clearways, yellow box junctions, or non-designated spaces at or near the Client's premises:

- The Client shall supply all necessary parking permits, access fobs, loading permissions, or estate management dispensations prior to arrival; and
- If a fixed-charge notice, municipal parking fine, private parking ticket, clamping fee, immobilization charge, or towing fee is levied against the Company's vehicle or plant while attending the Site, **the Client agrees to fully reimburse the Company for all such fines and associated administrative costs**, which shall be added directly to the final invoice.

4.4. **Ground and Surface Conditions:** While the Company exercises all reasonable care, commercial drainage vans and trailers carry significant static and operational mass. The Company accepts no liability for superficial marks, hairline cracks, paving settlement, tarmac impressions, or damaged sodding on driveways, pathways, or private land where the sub-surface was inadequate to bear standard commercial vehicle axle loads.

5. Emergency Services and Out-of-Hours Protocols

5.1. **Emergency Dispatch:** Requests for rapid-response or out-of-hours emergency attendance are mobilized based on verbal or digital instruction. Emergency call-out rates apply from the point of dispatch and cover equipment mobilization and technical assessment.

5.2. **Emergency Mitigation Authority:** In circumstances involving active foul flooding, hazardous waste discharge, internal building inundation, or significant environmental risk, the Company is authorized by the Client to take all immediate, reasonable emergency containment measures (including mechanical extraction, temporary bypass pumping, or isolation) to mitigate loss, with all labor, plant, and consumable materials chargeable to the Client.

5.3. **Cancellations:** If an emergency call-out is canceled by the Client after the Company's service vehicle has been dispatched, the Client remains liable for the full standard mobilization fee.

6. High-Pressure Water Jetting, Subsurface Liabilities, and Pre-Existing Defects

6.1. **Inherent Mechanical Risk:** High-pressure water jetting (operating up to 160–200 bar) cleans and unblocks pipes via intense hydraulic pressure. The Client explicitly acknowledges that this process puts mechanical stress on the pipe interior.

6.2. **Pre-Existing Pipe Defects:** The Company accepts **zero liability** for structural pipe collapse, joint displacement, localized fracture, sub-base subsidence, or internal wastewater escape occurring during or immediately following standard jetting operations where such failure is attributable to:

- Pre-existing structural weaknesses, age-related degradation, or pipe corrosion;
- De-bonded or brittle pitch-fibre pipework, fractured vitrified clay, or corroded cast-iron lines;
- Subsurface ground movement, previous poor backfilling, or root ingress puncturing the pipe walls; or
- Inadequate, defective, or non-compliant original plumbing and drainage installations.

6.3. **Concealed and Unmapped Utilities:** The Client must alert Company personnel in writing to the precise location of any private utility lines, underfloor heating loops, data cables, shallow gas conduits, or unmapped pipework crossing the work zone before machine intervention begins. In the absence of certified "as-built" utility drawings formally provided to the Company, we accept no liability for accidental strikes or damage to undocumented, improperly buried, or non-compliant buried utilities.

7. Environmental Compliance, Waste Handling, and Water Pollution

7.1. **Water Pollution Acts Compliance:** Works are conducted in strict compliance with the *Local Government (Water Pollution) Acts 1977 to 2007*. The Company will not, under any circumstances, discharge foul wastewater, chemical waste, sewage, or grease trap contents into surface water or storm water systems.

7.2. **On-Site Pumping Limitations:** Where on-site bypass pumping or fluid transfer is performed, it must remain strictly within an approved closed foul-to-foul system. The Client indemnifies the Company for any regulatory fines, investigation costs, or environmental sanctions that arise from inaccurate Site drainage schematics provided by the Client that result in cross-contamination.

7.3. **Waste Removal and Tanker Operations:** All hazardous and non-hazardous liquid waste, grease, heavy sludge, and interceptor contents removed from the Site are collected, transported, and deposited strictly in accordance with National Waste Collection Permit Office (NWCPO) standards and Waste Management Regulations. Waste disposal charges (calculated by weight, volume, or disposal facility tipping fees) will be billed to the Client.

8. Financial Terms, Invoicing, and Digital Settlements

8.1. **Payment Schedule:**

- **Residential & Non-Account Clients:** Full payment is due immediately upon practical completion of the Works on-site, payable via our secure mobile card terminal (Revolut Business) or instant digital payment link.
- **Commercial Account Clients (B2B):** Subject to prior credit approval, invoices issued via Tradify are strictly payable within the agreed credit window (standard thirty (30) days from invoice date) via direct SEPA bank transfer to the Company's designated IBAN.

8.2. **Deposits for Capital Projects:** For extensive relining, structural patching, or civil groundworks, the Company requires an upfront deposit (as detailed in the quote) prior to scheduling, equipment mobilization, or material procurement.

8.3. **Overdue Accounts & Commercial Interest:** The Company reserves its statutory right to charge interest and late compensation fees on all overdue commercial accounts in accordance with the *European Communities (Late Payment in Commercial Transactions) Regulations 2012*. Interest will accrue daily at the statutory rate (reference rate plus 8%) from the due date until full payment is received.

8.4. **Right of Lien and Suspension:** The Company reserves the right to suspend ongoing Works, withhold CCTV survey video files and WRC engineering reports, or exercise a legal lien over unattached on-site materials until all outstanding balances are settled in full.

9. Warranties, Exclusions, and Limitations of Liability

9.1. **Blockage Clearance Guarantee Disclaimer:** Unblocking a drain returns it to an operational hydraulic flow at a single point in time. The Company **does not and cannot warrant** that a cleared pipe will remain free from blockages indefinitely. No warranty or free re-attendance is provided where a secondary blockage is caused by:

- Foreign objects flushed or introduced post-clearance (e.g., wet wipes, sanitary items, paper towels, nappies, plastics, construction spoil);
- Excessive accumulation of fats, oils, and grease (FOG) from commercial or domestic kitchen operations;
- Structural collapse, root regrowth, or backfall defects identified by CCTV inspection that the Client elected not to repair structurally; or
- Municipal sewer back-ups, tidal ingress, or public Uisce Éireann (Irish Water) mains blockages downstream.

9.2. **Specialist Repair Warranties:** Structural pipe repairs (such as localized CIPP patches or continuous relining) carry specific written product and installation warranties, subject to the Client strictly adhering to specified operational parameters.

9.3. **Overall Financial Cap:** To the fullest extent permitted by Irish law, the Company's aggregate liability to the Client for any breach of contract, negligence, civil wrong, or statutory duty arising directly under or in connection with the Works shall be limited to the total fee paid by the Client to the Company for the specific job card under dispute, or the proceeds of the Company's Public Liability Insurance policy where cover is formally accepted by the underwriter.

9.4. **Consequential and Economic Loss:** The Company shall have no liability whatsoever to the Client for:

- Loss of business, commercial trading downtime, loss of profits, loss of goodwill, or business interruption;
- Damage caused by sewage back-up occurring prior to the Company's arrival on Site; or
- Indirect or consequential financial loss of any kind.

10. Health, Safety, and Site Authority

10.1. **Safety Standards:** All Works are executed in accordance with the *Safety, Health and Welfare at Work Act 2005* and associated Construction Regulations.

10.2. **Right to Terminate for Unsafe Conditions:** The Company's lead engineer retains absolute authority to pause or abandon operations if:

- Uncontrolled biological, chemical, or asbestos hazards are encountered;
- Structural collapse risks threaten human life;
- Hostile, aggressive, or abusive behavior is exhibited toward Company staff; or
- Confined spaces or hazardous chambers cannot be entered or approached safely under applicable safety protocols.

  In such cases, the Client remains liable for all mobilization and labor charges accrued up to the point of cessation.

11. Force Majeure

The Company shall not be deemed in breach of this Contract or liable for delay or failure in performance resulting from circumstances beyond its reasonable control, including extreme weather events, localized street flooding, acts of God, industrial disputes, traffic gridlock, fuel shortages, utility failures, or administrative delays in securing municipal road opening or traffic management permits.

12. Data Protection (GDPR)

The Company processes personal and corporate information (names, phone numbers, site locations, CCTV video footage, and financial billing logs) in strict accordance with the *General Data Protection Regulation (EU) 2016/679* and the *Data Protection Act 2018*. Data is secured across our verified platforms (Tradify, Revolut Business, Xero, and encrypted Microsoft 365 services) and is never transferred to unauthorized external parties. Full details are set forth in our official Privacy Policy at www.primedrains.ie.

13. Severability and Entire Agreement

13.1. If any clause, provision, or sub-clause of these Terms and Conditions is held to be invalid, illegal, or unenforceable by an Irish court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

13.2. These Terms and Conditions, together with any formal Tradify quote or approved job specification, constitute the entire agreement between the parties, superseding any prior verbal agreements, promotional brochures, or informal representations.

14. Governing Law and Jurisdiction

These Terms and Conditions, and any dispute, controversy, proceedings, or claim of whatever nature arising out of or in any way relating to them or their formation, shall be governed by and construed exclusively in accordance with the **laws of the Republic of Ireland**. Both parties submit to the exclusive jurisdiction of the Irish Courts (sitting in Dublin).