

UNBLOCK CUMBRIA LTD

GENERAL TERMS & CONDITIONS

1. In these terms “client” shall mean the client whose name and details appear overleaf or as set out in the agreement attached.

2. GENERAL

2.01 The client shall be treated as a commercial or domestic client according to our reasonable discretion.

2.02 All quotations are given, and all orders are accepted on these terms. They supersede any other previously Issued terms and conditions and override and exclude any other terms stipulated or interpreted or referred to by the client. All orders instructions given by the client shall be agreed by us and then deemed to be made subject to these terms.

2.03 The client acknowledges that there are no representations outside these terms which have induced them to enter the contract and these terms and those on the face of our quotation or work authorisation/quotation shall constitute the entire understanding of the performance of work (as defined in paragraph 4).

2.04 No modification of these terms shall be permitted unless made by an expressed written agreement between the parties. The signing by us of any of the client's documentation shall not imply modifications of these terms.

3. QUOTATIONS

Quotations are subject to withdrawal at any time before receipt of qualified instructions from the client and shall be deemed to be withdrawn unless so accepted within 90 days from their date.

4. THE WORK

The work to be performed (“The Work”) is specified in our quotation or as referred in our work authorisation/quotation and if at any time the client requirements alter then they should provide us with written details as soon as they become aware that their requirements have changed.

5. THE PRICE

The price payable by the client is specified in our quotation or if none issued, at our standard charging rate. We reserve the right to increase the price before carrying out the work by an amount equivalent to any increase to us in the cost of relevant materials and or labour since the date of our quotation save that it this would increase the price by more than 10%, we will give the client the opportunity to cancel the contract.

6. CANCELLATIONS

Subject to paragraph 5 the client may not cancel the contract without our consent which if given shall be on the express condition that the client shall indemnity us against all loss, damage claims or action arising out of such cancellation unless otherwise agreed in writing.

7. PAYMENT

Domestic Clients

Invoices will be submitted to the client on completion of the work and payment should be made to us on completion or at our sole discretion may be made within 15 days of the date of invoice

Commercial Clients

All invoices will be submitted to the client on completion of the work and payment should be made to us on completion or at our sole discretion may be made within 30 days of the date of invoice

Domestic and Commercial Clients

Where a preventative maintenance agreement exists, the client will be invoiced on each major cleaning operation on a pro-rata basis unless stated otherwise in the contract agreement. Invoices remaining unpaid after 15 days from the invoice date will be subject to a finance charge, equal to 5% of the invoice value charged daily. Non account customers who fail to settle accounts on completion of the work are liable, (at the company's discretion), to incur a finance charge equal to 5% of the gross invoice value, charged daily from the date the invoice was raised until full settlement is made. Returned cheques will be subject to a £30 processing charge and in addition we reserve the right to make an additional administration charge of £30.

8. COMMENCEMENT AND COMPLETION ORDERS

8.01 Dates specified for the commencement and completion of the work are estimates only and shall not be the essence of the contract.

9. INSPECTION OF WORK

9.01 The client shall inspect the work as far as is reasonably possible immediately on completion of it and shall within 7 days provide written notice of any grounds on which they allege that the work is not in accordance with the contract. If the client fails to give such notice the work shall conclusively be presumed free from any defects which would be apparent on reasonable examination of the work.

10. INDEMNITY

The client shall indemnity us against all action, suits, claims, demands, losses charges, costs, and expenses which we may suffer or incur in connection with the claim by any third-party alleging facts which it established would result in a breach of client's obligation, undertakings, representations and warranties under this agreement

11. WHOLE AGREEMENTS AND EXCLUSION LIABILITY

These terms set out our entire liability in respect of the work, and our liability under them shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities expressed or implied statutory or otherwise in respect of the work and quality thereof (all liability in respect of which, howsoever arising is expressly excluded) except any which by law cannot be excluded save as provided in these terms and except as aforesaid we shall not be under any liability whether in contract or otherwise in respect of defects in the work or failure to correspond to specification or for any injury, damage or loss resulting from any such defects or failure or from carrying out of any work.

12. LIMITATIONS OF LIABILITY

Our liability (if any) whether in contract or otherwise in respect of any defects in the work or for any breach of this agreement of any duty of care or otherwise owed to the client in connection herewith, shall be limited to the invoice value of the work.

13. DANGEROUS GASES, LIQUID, MATERIALS

Prior to the commencement of the work, the client shall inform us of any dangerous or hazardous materials which are present on the premises where the work is to be carried out by us and which could constitute a danger to us in carrying out the work or otherwise. The client shall also ensure that we are in good time properly advised in writing of all precautions which need to be taken on account of the presence of such dangerous materials. The client shall provide suitable cleaning facilities and, if circumstances require, a qualified and competent safety advisor. The client shall also notify us in writing of any special requirements laid down by the Health & Safety Executive, their officers or similar authority. Traffic management will be agreed between us and the client. The client will be responsible for all loss or damage whether direct, indirect or consequently due to client failure to fulfil any of the above obligations. If the client shall fail to comply with the above, we shall be under no obligation to carry out the work.

14. ACCESS

The client shall provide clear access to all drains, sewers, inspection covers and manhole to enable us to carry out the work. The client shall provide, if possible, the plan showing drain layouts, if this is not available, we reserve the right to render additional charges if blockages occur in drains not covered by the specification or if it is necessary to trace unidentified drains to complete the work. We will not work in drains or sewers outside of the curtilage of the client's property without the prior approval of that landowner. We will not operate in public utility company equipment. The client shall indemnity us against all claims of whatsoever nature made by third parties and arising out of our presence on their property save where such claims result directly from negligence on our behalf. The client shall be liable to us for all loss or damage whether direct, indirect or consequently suffered by us because of failure or delay by the client in prolonging the obligations referred to above.

15. WORK GUARANTEE

Subject to clause 9 above we guarantee completed work for a period of 28 days from completion provided that this guarantee shall not apply to defects resulting from misuse or faulty workmanship by the client, its employees and subcontractors or any other third party working for or on the direction of the client. Our guarantee only applies to drains comprised in the work. We reserve the right not to carry out guaranteed work until we have been paid. We also reserve the right to withhold the guarantee should we feel that although clear, the drains require further work or have a possible fault.

16. FORCE MAJEURE ETC.

We will use our best endeavours to carry out the works on the agreed dates but shall not be under any liability to the client if it should be either impossible or impracticable to carry out the work on the agreed date or dates or by reason of strikes, lock out, industrial disputes, vis major or any other event or occurrence beyond our control.

17. CLIENTS LIABILITY

The client shall be liable for all loss, damage or injury (whether direct, indirect or consequential) resulting from failure or delay in the performance of his obligations under these terms.

18. ADDITIONAL LABOUR AND EQUIPMENT

The client undertakes at his own expense to provide such additional labour we may reasonably require putting us in a position to carry out the work. Such additional labour shall be suitably qualified and experienced to carry out the work as required by us. The client should also provide at our request such scaffolding, ladders or other equipment as may be necessary to reach access points.

19. REMOVAL OF DEPOSITS

Unless otherwise agreed in writing the client will be responsible for the removal from site of deposits extracted by our operators from drainage, pipework or sewer systems.

20. FROZEN PIPES

We will not be liable for any fractured or frozen pipes and cannot guarantee to clear blockages occurring in a frozen pipe or drain

21. TRAFFIC CONTROL

The client will make all necessary arrangements with the proper authorities for traffic controls and signals required in connection with the carrying out of the work. If these are not provided or adequate, the client shall be liable for any loss, damage resulting there from.

22. WATER AND POWER

The client will be responsible for providing all necessary power and a clean water supply from the mains or fire hydrant (our units are normally equipped with hydrant, stand-pipes and keys), if it should however be necessary for us to use a metered hydrant and supply controlled by the water authorities, all resulting charges made by that authority will be re-charged to the client.

23. DAMAGE TO EQUIPMENT

The client will accept responsibility for any damage that might be caused to trailer supplied equipment, tanker jetting units, vacuum units and CCTV & jetting vans should the work require them to operate away from tarmac or metalled roads. The client will also be responsible for equipment lost or damaged due to fractured pipes, drains or conduits.

24. WAIVER VARIATION ETC

No waiver by us of any breach shall operate as a waiver or any preceding or subsequent breach. No variation shall be effective against us unless sanctioned in writing by us. No forbearance or delay on our part shall prejudice our rights.

25. EXTENSION OF THE WORKING DAY

The working period will be under the control of the client and subject to any constraints demanded by para.13. Extensions to the working day may be required from time to time to complete a job.

Cognisance must be given to working time directives should such extensions to the working day be made. Additional hours will be charged at the relevant premium rates.

26. Divisibility of Contract / Staged Works

Where the Company agrees to carry out the Works in separate stages, phases or milestones, each stage shall constitute a separate and divisible part of the Contract. Completion, invoicing and payment for each individual stage shall be independent of any subsequent stage. Upon completion of a stage, the Company shall be entitled to issue an invoice for that stage, which shall become due and payable in accordance with the agreed payment terms, regardless of whether any later stages have commenced, are delayed, varied, suspended or cancelled.

Should the Contract be terminated, suspended, varied or otherwise not proceed to completion for any reason, this shall not affect the Company's entitlement to payment for any stage of the Works that has been completed, or substantially completed, prior to such termination, suspension or variation.

The Customer acknowledges and agrees that payment for each completed stage is a separate contractual obligation and may not be withheld, delayed, reduced or set off solely because subsequent stages of the Works have not been completed. For the avoidance of doubt, each stage shall be treated as a severable and enforceable obligation under the Contract, and any dispute relating to one stage shall not invalidate or affect the enforceability of payment obligations for any other completed stage.

27. PRICE CHARGES/CONTINUING AGREEMENTS

Subject to paragraph 5 prices in fixed term or continuing agreements will be held for the length of the agreement after which time the price will be reviewed or will renew at our standard rates as varied from time to time.