

The Quotation provided to the Party named overleaf (Client) and the Work to be carried out described in the Quotation are subject to Unbloc Drainage Eng's Limited standard Terms and Conditions provided hereunder. Unbloc Drainage Eng's Limited and Client are referred to jointly as "Parties" and individually as "Party"

IT IS AGREED - by the acceptance of the quotation / order or instruction / PO sent - as follows:



1. Interpretation

- 1.1 This Agreement includes the Quotation and any amendments or additions which form part of this Agreement for all purposes.
- 1.2 References to clauses, paragraphs, sub-paragraphs and schedules are references to clauses, paragraphs, sub-paragraphs and schedules of or to this Agreement.
- 1.3 "writing" includes communication effected by electronic or facsimile transmission or similar means.
- 1.4 A statute or a provision of a statute is a reference to that statute as amended or re-enacted at the relevant time.
- 1.5 The headings used are for convenience only and shall not affect the interpretation of this Agreement.
- 1.6 References to the singular include the plural and vice-versa and references to either gender shall include the other gender.



2. Definitions

Agreement means these Terms and Conditions and any Schedules attached hereto, together with subsequent amendments agreed in writing between the Parties
Effective Date the date on which the Client provides Unbloc Drainage Eng's Limited with written notice to proceed with the Works or if out of hours a verbal notice to be confirmed in writing on the next working day
Quotation the Unbloc Drainage Eng's Limited supplied pricing quotation and work schedule (including any amendments given in writing) accompanying this Agreement
Work or Works the services to be supplied by Unbloc Drainage Eng's Limited as set out in the Quotation to be performed in accordance with Agreement **Charges** means the amounts set out in the Quotation and payable in accordance with Clause 8



3. The Works

- 3.1 The Works are as set out in the Unbloc Drainage Eng's Limited Quotation together with any amendments confirmed in writing by Unbloc Drainage Eng's Limited.
- 3.2 Unless specifically stated to the contrary the Unbloc Drainage Eng's Limited Quotation is based on working hours of 07.30 to 17.00 (to include travel times to and from the work location) Monday to Friday and excluding public holidays. The Client shall be liable for any additional costs incurred by Unbloc Drainage Eng's Limited for work outside of these hours where such requirements are not the direct cause of Unbloc Drainage Eng's Limited.
- 3.3 Additional costs arising from delays and lost time (including the costs of delayed, suspended or cancelled mobilisation or temporary demobilisation and remobilisation to/from the worksite) caused by the acts or omissions of the Client or Client's representative; contractors employed by the Client; third party organisations (including public utility operators) not under the direct control of Unbloc Drainage Eng's Limited; lack of vehicular access (unless specifically stated in the Quotation); removal of waste or debris from site including administrative costs (unless specifically stated in the Quotation); work in any confined spaces, as defined by the Health and Safety at Work Act (unless specifically stated in the Quotation); any unusual or unexpected conditions such as storm, flood, tidal conditions or the failure of equipment not under the direct control of Unbloc Drainage Eng's Limited shall be to the Client's account.
- 3.4 Prior to any excavation work information regarding the location of underground services shall normally be provided by the Client and the Client shall hold Unbloc Drainage Eng's Limited fully indemnified in respect of any claim for damage arising from Unbloc Drainage Eng's Limited using this information. In the event that Unbloc Drainage Eng's Limited is called to supply this information it is understood and agreed by the Client that Unbloc Drainage Eng's Limited will refer to Utility Company or Local Authority records as their reasonable source of information prior to undertaking excavation work. In the event that the Utility Company or Local Authority records are inaccurate and damage is caused to an underground service the Client will hold Unbloc Drainage Eng's Limited fully indemnified in respect of claims arising from such damage.
- 3.5 Where CCTV inspections are carried out Unbloc Drainage Eng's Limited cannot warrant the accuracy of the inspection or dimensional measurements provided which will only be estimates and any interpretation and advice as a result of CCTV inspection shall not be binding on Unbloc Drainage Eng's Limited. Furthermore it is acknowledged that a CCTV inspection will show only the interior of the pipe and will not provide accurate information as to the exterior condition of the pipe. In the event that the measurements or advice given are inaccurate, Unbloc Drainage Eng's Limited shall not be responsible for any loss or damage howsoever caused.

3.6 Where internal/external stack/down pipe cleaning takes place - damage caused to property by back surges and flooding caused by these cleaning works - Unbloc Drainage Eng's Limited fully indemnified in respect of claims arising from such damage.

3.7. Prior to any high level, elevated platform/ladder or harness access taking place - details of high level services should be provided by client - Unbloc Drainage Eng's Limited fully indemnified in respect of claims arising from such damage. It is the client's responsibility to have tested and have tested all harness and high level safety equipment, fixings, guide lines and anchor points, these need to be deemed a safe to use, prior to any works taking place.



4. Unbloc Drainage Eng's Limited' Obligations

- 4.1 Unbloc Drainage Eng's Limited shall use reasonable endeavours to provide the Works in accordance with the terms of this Agreement in a workmanlike manner and to observe health and safety regulations and industry recognised working practices in place at the Effective Date of this Agreement.
- 4.2 Unbloc Drainage Eng's Limited shall use reasonable endeavours to observe any reasonable access and security requirements that apply at the Client's premises provided that such requirements have been confirmed in writing by the Client prior to the commencement of the Works and that the Client provides conditions for those requirements to be observed. It is agreed that any failure by Unbloc Drainage Eng's Limited to observe such requirements shall not constitute a breach of this Agreement.
- 4.3 Unbloc Drainage Eng's Limited shall use reasonable endeavours to meet the deadlines and performance dates agreed between the Parties, but any such dates shall be estimates and time shall not be of the essence for performance of the Works.



5. Client obligations

- 5.1 The Client agrees to cooperate with Unbloc Drainage Eng's Limited in all general matters associated with the completion of the Works. 5.2 Prior to commencement of the Works the Client shall provide all information that Unbloc Drainage Eng's Limited may reasonably require to deliver the Works, including but not limited to the Client's health and safety rules, security requirements, any special access requirements, site drawings and equipment specifications and ensure that such information is accurate and maintained up to date during the term of this Agreement.
- 5.3 The Client shall provide and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Works and the installation of Unbloc Drainage Eng's Limited' equipment prior to the commencement of the Works
- 5.4 The Client shall provide Unbloc Drainage Eng's Limited, its agents and subcontractors with unhindered access to the Client's premises and facilities as may be required for Unbloc Drainage Eng's Limited to deliver the Works.
- 5.5 Where the Works are required to be performed in part or in whole from a third party premises the Client shall at its sole cost be responsible for arranging and maintaining such access for the duration of the Works on the same basis as the Client provides access to its own premises.
- 5.6 The Client shall provide Unbloc Drainage Eng's Limited with utility supplies to appropriate levels for the Works including, but not limited to, water and electric power.
- 5.7 If Unbloc Drainage Eng's Limited' timely performance of the Works is prevented or delayed due to an act or omission of the Client or its agents the Client shall be liable for any additional charges or costs incurred by Unbloc Drainage Eng's Limited, its contractors or for costs incurred by any third party as a result of such prevention or delay.



6. Variations to the Work

- 6.1 Should circumstances arise to prevent completion of the Works as originally contemplated in the Unbloc Drainage Eng's Limited Quotation the Parties agree to consult without delay and agree such alternative plan to complete the Works as close as possible to that as anticipated in the Unbloc Drainage Eng's Limited Quotation.
- 6.2 The costs for any additional work arising under 6.1 (including unreasonable delay caused to Unbloc Drainage Eng's Limited' personnel and/or equipment) shall be to the Client's account.



7. Sub-contracting

- 7.1 Unbloc Drainage Eng's Limited may at its sole discretion sub-contract the performance of any of its obligations under this Agreement without the prior written consent of the Client.
- 7.2 Unbloc Drainage Eng's Limited shall ensure that any subcontracted party is bound by terms at least equivalent to this Agreement and shall remain responsible for the performance of the sub-contractor in relation to the Works supplied under this Agreement.



8. Charges and payment

- 8.1 In consideration of the provision of the Works under this Agreement the Client shall pay the Charges as set out in the Unbloc Drainage Eng's Limited Quotation.
- 8.2 Invoices shall be paid within 30 (thirty) days of the date of invoice. Any disputed amounts shall be notified in writing upon receipt of the invoice and all undisputed amounts shall be settled in full without set-off or deduction.

8.3 Unbloc Drainage Eng's Limited shall have the right to apply interest to any amount which is not paid in accordance with the terms of this Agreement. Such interest shall accrue and be calculated on a daily basis at the rate of 4% (four per cent) per annum above the Bank of England base rate as notified from time to time, for the period from the due date for payment until the date on which payment is made.

8.4 All Charges noted in this Agreement are exclusive of Value Added Tax and to the extent that such tax is properly chargeable to the Client, the Client shall pay the same in addition to the Charges against provision of a valid VAT invoice.

8.5 Invoice queries and disputes - any queries or dispute with any invoices should be notified in writing within 10 working days of the invoice date otherwise it is deemed to be acceptable and due.

8.6 Unbloc Drainage Eng's Limited reserves the right to impose a credit limit on any account and to put any account on hold until deemed to remove it from that status.



9. Agreement Period

Subject to the provision of clause 20 the period of this Agreement and the obligations of the Parties thereto shall extend from the Effective Date until final completion of the Work and shall include any period of additional or extended work beyond the Works set out in the Quotation as may be agreed in writing between the Parties.



10. Termination

10.1 Unbloc Drainage Eng's Limited reserves the right to discontinue the provision of the Works and terminate this Agreement at its sole convenience at any time during the Term of this Agreement subject to the provision of 30 (thirty) calendar days notice in writing.

10.2 In cases where the Client is acting as a facilities manager (or equivalent role) to the owner (Location Owner) of the location at which the Works are to be performed and the Location Owner is substituting the Client for an alternative facilities manager during the term of this Agreement then the Client may terminate this Agreement by the provision of 30 days written notice to Unbloc Drainage Eng's Limited.

10.2.1 Until such written notice is provided to Unbloc Drainage Eng's Limited and during the notice period the Client shall be liable for payment in full for all Unbloc Drainage Eng's Limited scheduled and unscheduled work activities carried out during the term of this Agreement including the costs incurred by Unbloc Drainage Eng's Limited due to visit cancellations arising from the change of facilities manager.

10.2.2 Where appropriate to the circumstances and without obligation to either Party the Parties agree to cooperate to effect an assignment of this Agreement to the new facilities manager.

10.3 Either Party may forthwith terminate this Agreement by giving written notice to the other Party if :

10.3.1 Any sum owing to a Party by the other Party under the provisions of this Agreement is not paid within 30 (thirty) calendar days of the due date for payment.

10.3.2 Either Party commits any other breach of this Agreement and, if the breach is capable of remedy, fails to remedy it within 30 (thirty) calendar days after being given written notice by the other Party describing the breach and requiring it to be remedied.

10.3.3 The other Party becomes subject to an administration order (within the meaning of the Insolvency Act 1986) or has a receiver or administrator appointed, goes into liquidation (except for the purposes of amalgamation or re-construction and in such a manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on the other Party under this agreement) or is subject to a bankruptcy order or equivalent situation.

10.3.4 If either Party is subject to a substantial change of control or ownership

10.3.5 For any other reason the other Party ceases, or threatens to cease to carry on business.

10.4 The right to terminate this Agreement given by this Clause 10 shall not prejudice any other right to remedy of either Party in respect of the breach concerned (if any) or any other breach.

10.5 Either Party reserves the right to terminate this Agreement with immediate effect and without further obligation or liability to the other Party (save for the payment in full, in accordance with Clause 8 and Clause 11.1, of any outstanding payments for work completed to the date of termination and to the provisions of clause 20) if required by any law enforcement or other government or regulatory organisation or authority or by the Courts.



11. Consequences of termination

Upon termination of this Agreement for any reason:

11.1 All sums invoiced by Unbloc Drainage Eng's Limited under the provisions of this Agreement shall be immediately payable and the balance of work completed up to the point of termination and not yet invoiced shall be invoiced and become payable under the provisions of clause 8

11.2 The provisions of clause 20 shall continue in full force and effect after the termination of this Agreement.

11.3 Subject as provided in this Clause 11, and except in respect of any accrued rights, neither party shall be under any further obligation to the other.



12. Confidential Information

12.1 The Parties acknowledge that they will have access to the Confidential Information of the other Party and they agree that they shall not (except in the proper course of duties under this Agreement) either during the period of the Work or at any time after the Termination Date, use or disclose to any person, firm or company (and shall use their best endeavours to prevent the publication or disclosure of) such Confidential Information.

12.2 This restriction shall not apply to :

12.2.1 Any use or disclosure authorised by the Party owning the Confidential Information or as required by law.

12.2.2 Any information which is already in, or comes into, the public domain otherwise than through the unauthorised disclosure by either Party.



13. Limitation of liability

13.1 Nothing in this Agreement shall exclude or limit the liability of either of the Parties for personal injury or death resulting from its negligence or that of its personnel or for an act of fraud or fraudulent misrepresentation.

13.2 Subject to Clause 13.1 Unbloc Drainage Eng's Limited shall not be liable to the Client for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of use, loss of goods or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, howsoever caused.

13.3 The maximum aggregate liability of Unbloc Drainage Eng's Limited in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the combined amounts already paid by the Client to Unbloc Drainage Eng's Limited under this Agreement.

13.4 Neither party shall be in breach of this Agreement for a failure to perform an obligation to the extent that failure is caused by the other party's failure to perform its obligations under this Agreement.



14. Data Protection

The Parties undertake to comply with the provisions of the General Data Protection Regulation and any related legislation in so far as the same relates to the provisions and obligations of this Agreement.



15. Force Majeure

Neither party shall be liable to the other for delay or failure to perform its obligations under this Agreement resulting from war, armed conflict, civil disturbance, act of God, fire, explosion, accident, flood, industrial dispute, or other cause beyond the reasonable control of either party.



16. Assignment

Neither Party may assign or otherwise transfer any of the rights or obligations under this Agreement without the prior written consent of the other Party, such consent not being unreasonably withheld. Any purported assignment or transfer made without such prior written consent shall be null and void.



17. Waiver

A failure or delay by Unbloc Drainage Eng's Limited to exercise any of its rights under this Agreement shall not be deemed to be a waiver of that right, and a waiver by Unbloc Drainage Eng's Limited of a breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision.



18. Severability

If any term of this Agreement is declared void or illegal, it shall be deleted and the remainder of this Agreement shall continue in force, with the substitution of legal terms that approximate as closely as is legitimate to the terms declared void or illegal.



19. Amendment

This Agreement shall not be altered, waived, modified, supplemented or amended except by agreement in writing between the Parties.



20. Survival

The representations warranties and covenants contained in clauses 12 (confidential information) and 13 (Limitation of Liability) of this Agreement, shall survive the term of this Agreement.



21. Third party rights

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.



22. Notices

Notices under this Agreement must be in writing and will be sufficiently given if sent to Unbloc Drainage Eng's Limited or the Client at their respective addresses set out in this Agreement and addressed for the attention of the Managing Director or equivalent, or another address or contact which the Client or Unbloc Drainage Eng's Limited may specify by notice to the other under this provision. Such notice will be deemed to be received when delivered in person, when delivered by facsimile provided an electronic receipt is produced, by email provided an electronic receipt is produced or on the fourth business day after posting if sent by first class mail.



23. Applicable Law

This Agreement and all matters relating to it shall in all respects be governed by and construed in accordance with the laws of England and the Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.



24. Entire Agreement

This Agreement represents the final, complete, and exclusive statement of the terms of the understanding and agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements made between the Parties. No other agreements, representations, warranties, inducements or promises made by or on behalf of either party, whether oral or otherwise shall add to or vary this Agreement or be of any force or effect.



Drainage Engineers Limited - Reg : London 1456790

Policy update May 2018