



Uniqato Ltd.
Beyond the limits

Uniqato LTD General Terms & Conditions

1. Parties, Definitions, and Interpretation

In these terms and conditions (hereafter referred to as “these terms”), “Customer” refers to the individual or entity for whom the Work is to be performed by Uniqato LTD (“Uniqato”). “Uniqato” refers to Uniqato LTD, which may operate through franchisees. “Work” refers to the services to be carried out by Uniqato as detailed in the Contract. The term “Contract” means the agreement between the Customer and Uniqato regarding the performance of the Work. For the purposes of these terms, “in writing” and “written” include communication by email, as well as any document displayed on a handheld device. Any signature captured on a handheld screen shall be considered as written and legally binding.

2. General Conditions

2.1 All work shall be carried out either for an Account Customer or a Non-Account Customer, as determined by Uniqato LTD. The classification of the Customer will dictate the payment terms, conditions of service, and any applicable warranties.

2.2 Uniqato LTD will provide the Customer with a written estimate prior to the commencement of any work. This estimate will outline the scope of work, labor costs, and any other relevant information. The estimates provided will be governed by these terms and conditions. The Customer must accept this estimate in writing for the work to proceed. If the Customer does not respond within the specified timeframe, Uniqato LTD reserves the right to revise or withdraw the estimate.

2.3 Should the Customer request any changes to the scope of work after the initial estimate has been accepted, Uniqato LTD will prepare a revised estimate that reflects the additional costs and adjustments required. This revised estimate must be approved in writing by the Customer before any changes are implemented.

2.4 The Customer is obligated to thoroughly review the provided estimate and promptly communicate any discrepancies, concerns, or required adjustments to Uniqato LTD before the commencement of work. Failure to do so may result in unforeseen delays or additional costs that will be the Customer’s responsibility.

2.5 Instructions issued by Uniqato LTD to the Customer must be adhered to during the execution of the work. It is essential that the Customer follows these instructions to ensure that the work is carried out efficiently and in compliance with safety and regulatory standards. Any deviations from these instructions must be communicated and agreed upon in writing.

2.6 Uniqato LTD reserves the right to suspend or terminate the work if the Customer fails to comply with the terms outlined herein or if the site conditions are deemed unsafe or unsuitable for the completion of the work.

3. Pricing, Estimates, and Variations

3.1 Unless Uniqato LTD provides a written estimate that is subsequently accepted by the Customer in writing according to its terms, all Works will be charged based on Uniqato LTD’s standard Rate Card in effect at the time the Works are performed.

3.2 Any estimate provided by Uniqato LTD may be withdrawn at any time before the Customer gives unqualified acceptance, and it shall be considered withdrawn if not accepted within 28 days from the date of issuance.

3.3 When Uniqato LTD issues an estimate that the Customer accepts in accordance with its terms, that estimate shall constitute a firm, fixed price quotation unless otherwise indicated by Uniqato LTD in the estimate. Exceptions include:

3.3.1 An estimate relies on the information provided by the Customer. If it becomes evident during the execution of the Works that this information was incorrect or inadequate in any significant way, Uniqato LTD reserves the right to notify the Customer and adjust the estimated price accordingly.

3.3.2 If, prior to commencing the Works, there is a cost increase exceeding 10% to Uniqato LTD for any relevant parts, materials, equipment hire, or transport since the estimate was issued, Uniqato LTD reserves the right to inform the Customer and provide a revised estimate reflecting this increase. The revised estimate will take effect unless the Customer cancels the Contract before the commencement of the Works or within 48 hours of receiving the revised estimate.

3.4 For materials, parts, or items not included in Uniqato LTD’s standard van stock, unless the estimate specifies all collection fees, a fixed collection fee of £50 plus VAT will apply. If an item is difficult to source or not typically held by the main suppliers used by Uniqato LTD, and significant time will be needed to locate and collect it, Uniqato LTD will inform the Customer in advance. If the Customer does not procure the item themselves, this will be billed based on time according to Uniqato LTD’s standard Rate Card. This situation is infrequent.

3.5 Unless stated otherwise, all prices and estimates from Uniqato LTD are exclusive of Value Added Tax, which will be added where applicable.

3.6 If the Works involve a diagnostic procedure to determine the cause of a fault or breakdown, and during this process, an item is identified by Uniqato LTD as faulty and is replaced, the Customer will be responsible for the cost of that replacement, even if the breakdown was caused in whole or part by a different fault.

3.7 Uniqato LTD is entitled to impose a mark-up on any parts, materials, and other items supplied, with a maximum mark-up of 45% of the actual cost incurred by Uniqato LTD for the relevant item. The mark-up will be determined at Uniqato LTD's discretion and will reflect any trade or other discounts obtained from the relevant supplier.

4. Payment and Title

4.1 Non-Account Customers: Payment is due upon completion of the Works. The Customer must make payment immediately upon completion.

4.2 Account Customers: Uniqato LTD will issue invoices within 14 days of completing the Works. The Customer must pay within 30 days from the invoice date, subject to paragraph 11 below.

4.3 Snagging: If the Works are completed but subject to snagging, the Customer must pay 95% of the outstanding amount upon completion. Access must be provided to Uniqato LTD without delay to finalize snagging. The remaining 5% is due upon finalizing the snagging or, if access is not provided within 14 days of completion, after the 14-day period.

4.4 Third-Party Representation: If the Customer is represented by a third party (such as a managing agent, tenant, or contractor), the third party will be responsible for payment in case of the Customer's non-payment, unless Uniqato LTD agrees otherwise in writing.

4.5 Interest and Charges: For consumer Customers, Uniqato LTD is entitled to interest on overdue payments at a rate of 4% above the Bank of England's base rate, along with charges incurred by any collection agent (minimum £40 plus VAT for amounts under £1,000 and minimum £75 plus VAT for amounts of £1,000 or more). For commercial Customers, Uniqato LTD will apply interest and charges as outlined in the Late Payment of Commercial Debts (Interest) Act 1998 and any amendments.

4.6 Certificates and Guarantees: Uniqato LTD is not required to issue any certificates, guarantees, or similar documents regarding the Works until full payment is received.

4.7 Title: Title to all parts, materials, and items supplied by Uniqato LTD remains with Uniqato LTD until full payment for the Works has been made.

5. Liability and Insurance

5.1 Uniqato commits to executing all Work with reasonable skill and care. However, Uniqato shall not be held liable for any loss or damage resulting from circumstances beyond its control.

5.2 The total liability of Uniqato in respect of the Work shall not exceed the amount paid by the Customer for the Work performed.

6. Customer Responsibilities

6.1 The Customer shall ensure that adequate access to the site is provided for Uniqato's employees, agents, and subcontractors at all times during the execution of the Work. This includes providing necessary permissions and complying with any local regulations or ordinances related to access.

6.2 The Customer must ensure that the site is safe, secure, and suitable for Uniqato's employees and agents to perform the Work effectively and without risk. This includes removing any hazards or obstacles that may impede the execution of the Work.

6.3 The Customer shall provide accurate information to Uniqato regarding site conditions, existing structures, and any known risks that may affect the execution of the Work. This includes disclosing any utilities, environmental conditions, or other factors that could impact the Work.

6.4 If any conditions arise that may delay the Work, the Customer must inform Uniqato promptly. Failure to notify Uniqato may result in additional costs incurred by the Customer due to delays.

6.5 The Customer shall ensure that any necessary utilities, services, or equipment required for the execution of the Work are in place and accessible to Uniqato's employees. This includes water, electricity, and any other resources essential for completing the Work.

6.6 Survey Limitations and Hidden Defects

The Customer acknowledges that any survey, inspection, or report prepared by Uniqato LTD is based on a visual, non-invasive assessment of the property at the time of inspection.

Uniqato LTD shall not be responsible for any hidden, latent, or unforeseen defects, including but not limited to structural issues, concealed leaks, or defects within inaccessible areas, which could not reasonably have been identified at the time of inspection. Any such defects discovered during the course of the Works shall be treated as variations and will be subject to additional cost and time, subject to agreement with the Customer.

Uniqato LTD accepts no liability for defects or issues arising from conditions outside the agreed scope of works.

7. Termination

7.1 Uniqato reserves the right to terminate the Contract immediately if the Customer fails to comply with any of these terms or any other obligations set forth in the Contract. In such cases, Uniqato shall provide written notice of termination to the Customer, outlining the reasons for termination.

7.2 The Customer may terminate the Contract at any time prior to the commencement of the Work by providing written notice to Uniqato. If termination occurs after the acceptance of an estimate and within 48 hours of the scheduled Work, cancellation fees may apply as outlined in section 16.

7.3 In the event of termination, the Customer's statutory rights remain unaffected. Uniqato will invoice the Customer for any Work completed up to the point of termination, including any costs incurred in preparation for the Work.

7.4 Upon termination, the Customer shall ensure that all Uniqato property is returned promptly, and any outstanding payments for completed Work must be settled immediately.

8. Fixed Price Work

8.1 Where a fixed price for the Work has been agreed, this price will cover all labor and materials necessary for the completion of the Work as described in the Contract.

8.2 Uniqato shall only charge for work specifically included in the estimate or Contract and shall notify the Customer of any additional costs incurred.

9. Removal of Waste Materials

The Customer shall be responsible for the disposal of general waste materials resulting from the Work unless otherwise agreed in writing.

10. Force Majeure

Uniqato shall not be liable for any delays or failures in performance due to events that are beyond its reasonable control, including, but not limited to, acts of God, strikes, or governmental actions.

11. Quality of Work

11.1 Uniqato guarantees that all Work will be performed in accordance with industry standards and the specific requirements communicated by the Customer. Uniqato will utilize qualified personnel, appropriate materials, and recognized methods to achieve the desired results.

11.2 In the event that a defect arises from the Work performed, the Customer must notify Uniqato in writing within 14 days of discovering the defect. This notice must include a description of the defect and any relevant details to facilitate investigation and resolution.

11.3 Uniqato shall take necessary steps to rectify any defect at no additional cost to the Customer if the defect is determined to be a result of Uniqato's workmanship or materials within a specified warranty period of 12 months from the completion date.

11.4 If Uniqato cannot rectify the defect within a reasonable time frame, the Customer may be entitled to a partial refund or other compensation as deemed appropriate, subject to negotiation between the parties.

11.5 The Customer acknowledges that normal wear and tear, misuse, or failure to maintain the work are not covered by this warranty, and any claims arising from such circumstances are the responsibility of the Customer.

12. Defects and Complaints

12.1 Uniqato LTD is dedicated to remedying defects in completed work reported within 12 months of completion, provided that the defects arise due to a breach of Uniqato LTD's contractual obligations. The Customer must notify Uniqato LTD in writing about any such defects within this timeframe, granting Uniqato LTD and its insurers the opportunity to inspect the work and the alleged defect. This obligation applies solely to work that has been completed, invoiced by Uniqato LTD, and paid for by the Customer in accordance with the established payment terms.

12.2 Upon receiving a complaint, Uniqato will investigate the issue within a reasonable timeframe, which will not exceed 10 working days. Uniqato may request access to the site to assess the complaint directly.

12.3 If Uniqato determines that the complaint is valid, it shall take appropriate steps to remedy the situation at no additional cost to the Customer. This may involve repairing, replacing, or otherwise addressing the issues raised.

12.4 The following exclusions apply to the warranty provided in this section:

1. Parts, materials, and items supplied are only covered by the manufacturer's and/or supplier's warranty, if available, and are not guaranteed by Uniqato LTD.

2. Any systems or structures not installed by Uniqato LTD are excluded from this commitment.

3. Defects arising from factors or circumstances known to the Customer but not disclosed to Uniqato LTD prior to the commencement of work will not be covered.

4. Defects resulting from misuse, intentional actions, or inadequate workmanship by the Customer or individuals acting on their behalf (excluding Uniqato LTD) are excluded.

5. Structural defects, including but not limited to subsidence and its related effects, are not covered.

6. Damage to drainage systems caused by root penetration or other external factors is excluded.

7. Any repairs to existing locks or installation of locks not supplied by Uniqato LTD are also excluded from this provision.

12.5 Uniqato shall maintain a record of all complaints received and their resolutions for reference and continuous improvement of service quality.

12.6 Any defects, damage, or failures arising from hidden, latent, or pre-existing conditions not identified within the initial survey or not included within the agreed scope of works are excluded from this warranty.

13. Liability Limitations

13.1 Uniqato's liability for any claims related to the Work shall be limited to the amount paid by the Customer for the services rendered. This includes any direct losses or damages arising from the execution of the Work.

13.2 Uniqato shall not be liable for any indirect or consequential losses arising from the execution of the Work or the Contract. This includes loss of profits, loss of business, or any other financial losses incurred by the Customer as a result of the Work.

13.3 The Customer agrees to indemnify and hold harmless Uniqato against any claims, damages, or losses arising from the Customer's failure to fulfill their obligations under the Contract or these terms.

13.4 Uniqato shall not be liable for any loss, damage, or injury resulting from circumstances beyond its reasonable control, including, but not limited to, acts of God, strikes, governmental actions, or other events classified as force majeure.

13.5 The limitations of liability set forth in this section shall apply to the maximum extent permitted by law and shall survive the termination of the Contract.

14. Customer's Obligations

14.1 The Customer is responsible for ensuring that all necessary licenses and permits are obtained before the commencement of the Work.

14.2 The Customer shall provide accurate information to Uniqato regarding site conditions and any known risks that may affect the execution of the Work.

14.3 The Customer shall ensure that access to the work site is available and that any necessary preparations have been made to facilitate the commencement of the Work on the scheduled date.

15. Data Protection

15.1 Uniqato will comply with all applicable data protection legislation. Any personal data collected from the Customer will be used solely for the purpose of fulfilling the Contract and will not be disclosed to third parties without the Customer's explicit consent unless required by law.

16. Cancellation Rules

16.1 The Customer may cancel the Contract by providing written notice to Uniqato at least 48 hours before the scheduled commencement of the Work.

16.2 If the Customer cancels within 48 hours of the scheduled Work, Uniqato reserves the right to charge a cancellation fee equal to 25% of the estimated cost of the Work.

16.3 Any cancellation request must be confirmed in writing by both parties to be effective.

Name (block capitals):

Date:

Signature: