The UK’s leading disaster recovery and restoration experts

24 hour Support Line
Tel: 0800 0855 134

Advice & Support
Building Restoration & Services
Mechanical Restoration
Electrical Restoration & Services
Technical Services
Contents Restoration

Service Guide

One Call, One Response, One Solution
Dear Client

This booklet contains relevant information on the services and processes ISS Restoration provide.

May I draw your attention to the centre section, being the Works Authorisation and Payment Mandate. Would you please complete these prior to or at commencement of our works.

Completion of the Payment Mandate will enable direct payment to ourselves from your insurers. You will however be liable for payment of the VAT element if you are VAT registered and any excess on the insurance policy. The VAT element can be reclaimed by yourselves in the usual way.

At the completion of the works we would also be pleased if you would complete and return the Work Satisfaction Report on page 9.

If you require further assistance with the completion of these forms please do not hesitate to contact us.

Thank you

ISS Restoration
Welcome To ISS Restoration

ISS Restoration Commercial is the UK’s leading commercial disaster recovery company. Our expertise in fire/flood restoration and specialist cleaning is second to none and guarantees any organisation will be ‘back in business’ as quickly and cost effectively as possible following an incident.

Over the past 20 years we have developed very close links with insurance companies and specialise in the decontamination and restoration of electronic, electrical and mechanical components in addition to building structures and services. All members of staff working for ISS Restoration are fully trained in recovery work and specialise in dealing with the effects of fire, flood and explosion related incidents.

A fire, flood or accidental damage incident has huge potential to disrupt or even threaten the survival of any organisation. Should the unthinkable happen you need the response and professional support proven to minimise primary and secondary damage, limit business interruption and minimise claim costs. However large or small an incident, ISS Restoration are the professionals to call.

Our Services

Advice and Support

- 24/7 Emergency Response
- Damage Assessment
- Debris/Waste and Water Removal
- Asset and B.E.R (Beyond Economical Restoration) Logging
- Storage Facilities

Building Restoration and Services

- Structural Decontamination
- Drying and Dehumidification
- Sanitation and Deodorisation
- Building Cleans
- Mould Treatment and Control
- Site Management and Security
- Building Repairs/Reinstatement and Redecoration
Mechanical Restoration

- Production Equipment
- Machinery
- Stock

Electrical Restoration and Services

- Decontamination and Restoration of Electrical and Electronics Equipment, IT and PC Systems
- Portable Appliance Testing – P.A.T.
- Data Recovery
- Electrical Safety Assessments
- Temporary and Power Reinstatement

Contents Restoration

- Stock
- Documentation
- Hard Furnishings
- Soft Furnishings and Carpets

Technical Services

- Asbestos Analysis
- Deep and Clinical Cleaning
- Infection Control
- Specialist Cleaning inc. confined space, at height and rope access
- Bacterial, Chloride and Humidity Analysis
- Fluid and Chemical Spillages
- Blood and Trauma
- Bio-Remediation
Industry Accreditations

Many contractors have become involved in dealing with property claims relating to fire and floods as a result of the depressed construction industry.

Choosing a professional Disaster Recovery company, with the specific expertise, equipment and qualifications to deliver a correct and cost effective DR solution is important for the property, the policyholder’s satisfaction and the insurer or department picking up the bill.

ISS Restoration, as a member of the British Damage Management Association, ensures all our Project Managers and restoration Technicians are DBS (Disclosure & Barring Service) checked and fully trained to the highest standards.

We have been accredited by all of the trade and industry bodies shown below in terms of working safely and professionally, in line with leading industry standards and best practice.

We also bring over 20 years’ experience in disaster recovery to your organisation.

One Call, One Response, One Solution.
Customer Information and Project Process

Please find below some basic information and process flow concerning the ISS Restoration stakeholders. Our objective is to provide you with information that we hope you will find of assistance.

INTRODUCTION

Project Manager or Property Team Leader (as applicable)
The Project Manager/Property Team Leader is responsible for the assessment of the project, liaison between you and any other parties such as the Insurer’s Loss Adjuster and any service or repair companies involved. Any service or repair companies will undertake any works on their own Company Terms & Conditions. The Project Manager/Property Team Leader should be regarded as the focal point for any queries involved in the recovery work.

Technicians
The Technicians are responsible for the direct restoration work. Whilst Technicians are free to discuss with you or members of your staff the nature of the work that is being performed, any specific requests relating to the project should be directed to the Project Manager/Property Team Leader.

Regional Manager
In each area of the United Kingdom there is a Regional Manager who has overall responsibility for the projects in their region. In the event of any problems arising the Project Manager/Property Team Leader has the back up of the Regional Manager who may then become involved in the resolution of such difficulties.

YOU AND ISS RESTORATION

After suffering a loss you will have notified your Insurance Company or Broker of the details. In this instance ISS Restoration has been appointed to assist you in the recovery. Any work performed by ISS Restoration will be carried out on your behalf subject to your consent by signing the Works Authorisation and Payment Mandate.

Recovery Services
The recovery services offered by ISS Restoration incorporate a variety of stages. These include assessment of the damage and preparation of an estimate, the application of ‘First Aid’ preservative techniques, the full restoration of the affected items and testing. In addition to the general restoration work ISS Restoration may at times also assist in the recommissioning of equipment. The following information is intended to give a brief explanation of what these stages include.

Assessment and Estimate
Having been advised that an incident has occurred a Project Manager/Property Team Leader from ISS Restoration will attend the site with a view to assessing the extent of the contamination and the way in which ISS Restoration will be able to assist. A report will be prepared along with an estimate of the costs involved and this will be sent to the Instructing Principal (i.e. Insurer/Loss Adjuster/Broker) who instructed us to assess the damage.

First Aid
In most cases equipment deteriorates very rapidly following an incident such as a fire or a flood. In order to ensure that recovery work can be performed successfully it is necessary to preserve
equipment at the earliest opportunity. This preservation is known by ISS Restoration as ‘First Aid’.

First Aid takes a variety of forms but generally aims to remove moisture from the environment and equipment therein. This may be atmospheric, the result of a flood or from the effects of the fire fighting activity. In the case of mechanical equipment, preservative oils are used in conjunction with heaters and dehumidifiers. In the case of electronic equipment the best form of First Aid is to uplift the units and return them to ISS Restoration’s premises where controlled environment storage is available. If this is not appropriate due to the size, nature or use of the electronic equipment then the removal of the equipment to a safe area and the installation of tents and dehumidifiers will often be adequate.

Because First Aid is low cost and non-invasive, it is likely that we will be given consent by the Instructing Principal (i.e. the Insurer/Loss Adjuster/Broker) for First Aid to be carried out as soon as the need for it is identified. Clearly when applying First Aid to sensitive equipment, particularly mechanical equipment of a bespoke nature, the co-operation of your service engineers or employees assists in the prompt application of the appropriate measures.

**Restoration Services**

Once the equipment has been stabilised the Instructing Principal (i.e. the Insurer/Loss Adjuster/Broker) will be in a position to consider the contents of ISS Restoration’s report and estimate. This report will contain information relating to the possibility of restoration, the various timescales involved and highlight the need for any subsequent repairs or recommissioning that are anticipated.

ISS Restoration will require an order from you (Works Authorisation and purchase order if appropriate) for the work to be performed. If, for any reason, work is to be carried out that is not covered by the policy, you will remain liable for these additional costs. The restoration work will take place either on your premises or at ISS Restoration’s fully equipped workshops. It is the customer’s responsibility to ensure they know what work is included under the recovery work and that this is covered under your insurance policy if applicable. This work will involve the dismantling of the equipment to allow full decontamination including the removal of surface corrosion and staining etc. The processes employed by ISS Restoration have been developed over a period of 20 years and reflect the latest technology in manufacturing based cleaning techniques. Methodologies include the use of ultrasound tanks for corrosion removal on mechanical components and the use of specially developed aqueous based chemicals for the cleaning of electronics. All electronic restoration work is undertaken with precautions in place to prevent damage caused by electrostatic discharge.

Once the decontamination is complete the units are reassembled and will be tested to the extent of ISS Restoration’s technical resource. If more specialised assistance is required in the testing and recommissioning of the units and was anticipated during the assessment of works, this will have been stated in the assessment report and steps taken to establish that these services were available before commencement of restoration.

**Post Restoration Work**

If it is necessary to involve third parties in the recommissioning or repair of equipment once decontamination has taken place the ISS Restoration Project Manager/Property Team Leader will establish if these services are available and if so at what cost.
Storage

Should it be necessary for us to store equipment for a period longer than the completion of any decontamination works then it may be necessary to make a charge at the current rate per m² per week. All costs are subject to VAT at the current rate.

PAYMENT

Once restoration work has been completed ISS Restoration would respectfully request the completion and return of the Work Satisfaction Report within this guide or alternatively this can be completed on our website www.iss-restoration.co.uk. This is required to determine that the work has been performed to your satisfaction. If any remedial work is required this will be performed, following which ISS will seek payment. In normal circumstances ISS Restoration’s costs will have been approved in advance and therefore you will be certain that you will recover the necessary funds from the Insurance Company. This is assuming adequate insurance cover is in place and that there are no excesses or deductibles to take into account. Betterment (an improvement in your circumstances as a result of the loss) may also have an impact on the amount available from the Insurers.

In the absence of any other arrangements ISS Restoration will issue an invoice to you for the work performed plus VAT at the current rate. If you are VAT registered, then this will be recoverable in the normal way.

In order to assist the swift payment process and to minimise the amount of work required by you, you will be offered a Mandate Form. Completion of this will allow the insurance funds that are available to be directed to ISS Restoration by the Insurers. This mandate will relieve you from having to chase Insurers for payment of insurance related funds, but does not remove your liability for any amounts payable due to VAT (where recoverable), policy excesses, deductibles or any other influences due to under insurance etc.

The method of payment will be fully explained by your Project Manager/Property Team Leader at the relevant stage and they will be able to provide you with additional information in this regard.

Customer Complaints & Treating Customers Fairly (TCF)

ISS Restoration adhere to the FSA Compliance, Complaints & Treating Customers Fairly Policy. For further information please contact ISS Restoration.

More Information

If you need any further information before restoration commences or during the project please feel free to contact your Project Manager/Property Team Leader. ISS Restoration are here to assist your return to normal as quickly as possible and value your input and feedback.

Below are the main contact numbers for ISS Restoration’s branches in the UK. Please feel free to contact the relevant branch with any questions you may have.

Scotland    tel: 01355 229226     email: eastkilbride@uk.issworld.com
Northern England    tel: 01756 790907     email: skipton@uk.issworld.com
Midlands, Wales & East Anglia    tel: 01889 570777     email: rugeley@uk.issworld.com
London, South and South West    tel: 0208 805 3376     email: london@uk.issworld.com

Out of hours Tel: 0800 0855 134 – www.iss-restoration.co.uk
GUARANTEE

STRUCTURAL

Fire Damage
Providing the affected areas of the premises have been fully decontaminated and treated by ISS Restoration in accordance with our recommendations, smoke, odour and chloride contamination is guaranteed to have been reduced to normal background levels or to agreed test clean standards.

Water Damage
Providing the affected areas of the premises have been fully decontaminated and treated by ISS Restoration in accordance with our recommendations, water contamination and residues are guaranteed to have been removed and damp reduced to normal background levels.

Structures decontaminated by ISS Restoration in accordance with our recommendations are guaranteed against the return of damp for 3 months provided that the environment is maintained dry at all times.

ELECTRICAL & MECHANICAL

Fire Damage
Providing the items have been fully decontaminated by ISS Restoration in accordance with our recommendations, chloride levels on electrical, electronic and mechanical items are guaranteed to have been reduced to an acceptable level for the environment.

Water Damage
The equipment is guaranteed to have been decontaminated and dried sufficiently to pass a basic electrical safety check.

All items decontaminated by ISS Restoration in accordance with our recommendations are guaranteed against the return of corrosion for 12 months provided that the equipment is kept in a clean, dry environment at all times following decontamination by ISS Restoration.

It may be necessary, following the remit of ISS Restoration, to instruct a service company to check and to recommission the equipment.

GENERAL

Test cleaning can be undertaken to establish achievable standards on all surfaces. ISS Restoration will guarantee to meet these established standards consistently throughout a project.

ISS Restoration will initiate an investigation into a complaint within three working days providing that notification is made in writing and is reported within seven days of discovery to ensure that further damage is minimised.

ISS Restoration adhere to the FSA Compliance, Complaints & Treating Customers Fairly Policy.

We reserve the right to void a claim made under the terms of this guarantee if any remedial work is undertaken prior to our inspection or without our approval.

ISS Restoration operates under a Quality Management System.
WORKS AUTHORISATION

This Works Authorisation is the order placed by you, the Customer, on ISS Damage Control Limited (‘ISS’, “ISS Facility Services—Restoration” or ‘us’) to undertake the services described below.

This Works Authorisation and the attached applicable Terms and Conditions (the ‘Terms’) set out the whole agreement between you and us for the supply of the services. Please check that the details below are complete and accurate before committing to this order. If you think that there are any mistakes, omissions or lack of clarity that could lead to potential mutual misunderstandings, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents. Please ensure that you read and understand the Terms before you sign and submit this Works Authorisation, because you will be bound by the Terms once you sign below. By signing this Works Authorisation you agree to be bound by ISS Restoration’s Terms.

If you are a business, company, or partnership, the Terms entitled ‘Business’ will apply. Otherwise, if you are an individual, such as a private homeowner, the Consumer Terms and Conditions and this Works Authorisation only form the contract between you and us.

Upon completion of the services we will raise an invoice made out to you consisting of the net amount due to us plus VAT (as required by current UK tax legislation). You are responsible to pay this invoice in accordance with the attached Terms UNLESS you have signed the Payment Mandate opposite. If you are registered for VAT you will be liable to pay us the VAT element, which is reclaimable in the usual manner. We may also, at a suitable period, submit interim invoices. Please note that if the net amount is paid to you by your Insurers in error, the liability will fall to you to pay the full value of the invoice.

Name of Customer (you):

Home or Business Address:

Address where Services are to be performed
(if different from above):

Description of Services:

Price:

Project No:

I, the Customer, hereby authorise ISS to undertake the Services described above and agree to be bound by their attached Consumer or Business Terms (as applicable) and to pay the price for the Services and ISS agree to provide the Services. Please sign below by the Customer in agreement to the Terms and this Works Authorisation.

Buildings*

Authorised Signatory for or on behalf of the Insured:

Print name:

Position:

On behalf of (company name):

Date:

Signed in agreement on behalf of ISS Restoration by:

Signature: __________________________

Print name: __________________________

Position: __________________________

Date: __________________________

Material Damage*

Authorised Signatory for or on behalf of the Insured:

Print name:

Position:

On behalf of (company name):

Date:

* If the services described above are for both buildings and material damage (i.e. plant and machinery for commercial claims or house contents for domestic claims) please ensure that you sign both sections to authorise ISS to undertake these services.
WORKS AUTHORISATION

This Works Authorisation is the order placed by you, the Customer, on ISS Damage Control Limited (‘ISS’, “ISS Facility Services–Restoration” or ‘us’) to undertake the services described below.

This Works Authorisation and the attached applicable Terms and Conditions (the ‘Terms’) set out the whole agreement between you and us for the supply of the services. Please check that the details below are complete and accurate before committing to this order. If you think that there are any mistakes, omissions or lack of clarity that could lead to potential mutual misunderstandings, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents. Please ensure that you read and understand the Terms before you sign and submit this Works Authorisation, because you will be bound by the Terms once you sign below. By signing this Works Authorisation you agree to be bound by ISS Restoration’s Terms.

If you are a business, company, or partnership, the Terms entitled ‘Business’ will apply. Otherwise, if you are an individual, such as a private homeowner, the Consumer Terms and Conditions and this Works Authorisation only form the contract between you and us.

Upon completion of the services we will raise an invoice made out to you consisting of the net amount due to us plus VAT (as required by current UK tax legislation). You are responsible to pay this invoice in accordance with the attached Terms UNLESS you have signed the Payment Mandate opposite. If you are registered for VAT you will be liable to pay us the VAT element, which is reclaimable in the usual manner. We may also, at a suitable period, submit interim invoices. Please note that if the net amount is paid to you by your Insurers in error, the liability will fall to you to pay the full value of the invoice.

Name of Customer (you):

Home or Business Address:

Address where Services are to be performed (if different from above):

Description of Services:

Price:

Project No:

I, the Customer, hereby authorise ISS to undertake the Services described above and agree to be bound by their attached Consumer or Business Terms (as applicable) and to pay the price for the Services and ISS agree to provide the Services. Please sign below by the Customer in agreement to the Terms and this Works Authorisation.

Please sign below by the Customer in agreement to the Terms and this Works Authorisation.

Buildings* Material Damage*

Authorised Signatory for or on behalf of the Insured: Authorised Signatory for or on behalf of the Insured:

Print name: Print name:

Position: Position:

On behalf of (company name): On behalf of (company name):

Date: Date:

Signed in agreement on behalf of ISS Restoration by:

Signature: Print name:

Position: Date:

* If the services described above are for both buildings and material damage (i.e. plant and machinery for commercial claims or house contents for domestic claims) please ensure that you sign both sections to authorise ISS to undertake these services.
PAYMENT MANDATE

[For use when your Insurance Company will pay for all costs (exc VAT if you are VAT registered) associated with the Services]

This is a mandate by me/us to our Insurers [insert name] to pay ISS directly for providing the aforementioned Services. I understand that if I authorise or request for ISS to carry out work over and above the Services described in the Works Authorisation, I shall be solely responsible for payment in full of such additional work.

Name of Customer (you):

Company VAT No:

Company Registration No:

Home or Business Address:

Address where Services are to be performed (if different to the above):

Project No:

Policy No:

Claim No:

Authorised signatory for or on behalf of the Insured:

Print name:

Position:

Date:
PAYMENT MANDATE

[For use when your Insurance Company will pay for all costs (exc VAT if you are VAT registered) associated with the Services]

This is a mandate by me/us to our Insurers [insert name] to pay ISS directly for providing the aforementioned Services. I understand that if I authorise or request for ISS to carry out work over and above the Services described in the Works Authorisation, I shall be solely responsible for payment in full of such additional work.

Name of Customer (you):

Company VAT No:

Company Registration No:

Home or Business Address:

Address where Services are to be performed (if different to the above):

Project No:

Policy No:

Claim No:

Authorised signatory for or on behalf of the Insured:

Print name:

Position:

Date:
Work Satisfaction Report

Insured: ________________________________________________________________

Address where services were performed: ______________________________________

Question 1
How would you describe ISS Restoration's original response?

Response

<table>
<thead>
<tr>
<th>Excellent</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
</tbody>
</table>

Question 2
Taking everything into account how would you rate the quality of service received from ISS Restoration?

Response

<table>
<thead>
<tr>
<th>Excellent</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
</tbody>
</table>

Question 3
Did you find any one person particularly helpful? If so, who?

Question 4
If applicable, how did you rate ISS Restoration's ability to solve problems?

Response

<table>
<thead>
<tr>
<th>Excellent</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
</tbody>
</table>

Question 5
How would you rate the ease of communication/contact with ISS Restoration's staff?

Response

<table>
<thead>
<tr>
<th>Excellent</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
</tbody>
</table>

Question 6
Is there an area of ISS Restoration's service that you would like to see improved?

Other comments:

Work Satisfaction Certificate
I have had a reasonable opportunity to inspect the work and hereby confirm that I am satisfied with the services carried out by ISS Restoration.

Signature: ___________________________ Position: ___________________________
Print Name: ___________________________ Date: ___________________________

Please return completed form to ISS Restoration

For office use only

Project Ref ___________________________ Project Manager’s Signature ___________________________
TERMS AND CONDITIONS - CONSUMER

1 INTERPRETATION
1.1 The definitions in this clause apply to these Terms:
- Force Majeure Event: shall have the meaning given in clause 9.
- Order Confirmation: shall have the meaning set out in clause 2.7.1.
- Payment Mandate: the payment mandate contained in the Works Authorisation authorising the Insurer to pay us directly for the Services.

2 BASIS OF SALE
2.1 We consider these Terms and the Works Authorisation to set out the whole agreement between you and us for the supply of the Services. These Terms only apply to our contracts with consumers.

2.2 Please check that the details in these Terms and in the Works Authorisation are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.

2.3 Please ensure that you read and understand these Terms before you sign and submit the Works Authorisation, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.6.

2.4 Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Services they describe. They do not form part of the contract between you and us or any other contract or agreement which you have informed us, or we could reasonably expect you to use the Services; are free from material defects in design, material and workmanship; and comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.

2.5 If any of these Terms are inconsistent with any term of the Works Authorisation, the Works Authorisation shall prevail.

2.6 The Works Authorisation is an offer by you to enter into a contract with us, which we can accept, reject or decline at our absolute discretion.

2.7 These Terms shall become binding on you and us when:
- 2.7.1 we sign the Works Authorisation; or
- 2.7.2 we notify you that we are able to provide the Services, whichever is the earlier, at which point a contract shall come into existence between us.

2.8 Any estimate for the Services is given on the basis that a binding contract shall only come into existence in accordance with clause 2.6. An estimate from us shall be valid for a period of 30 days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

2.9 A project number will be stated on the Works Authorisation. Please quote the project number in all subsequent correspondence with us relating to the Works Authorisation.

2.10 You may within 3 calendar days of signing the Works Authorisation amend or cancel a Works Authorisation by providing us with written notice. If you amend or cancel a Works Authorisation, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Works Authorisation until we receive your amendment or cancellation. However, where the amendment or cancellation is due to our failure to comply with these Terms you shall have no liability to us for it.

2.11 You will be subject to the policies and terms in force at the time that you order the Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled. If the Services are ongoing, we will give you prior notice of any changes to these Terms and you can choose to cancel the Order without penalty before the new Terms affect you.

3 QUALITY OF SERVICES
3.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide Services which:
- conform in all material respects with their description;
- are carried out with reasonable care and skill;
- are fit for any purpose we say the Services are fit for, or for any purpose for which you use the Services and about which you have informed us, or we could reasonably expect you to use the Services;
- are free from material defects in design, material and workmanship; and comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.

3.2 This warranty is in addition to your legal rights in relation to Services which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens’ Advice Bureau or Trading Standards office.

3.3 These Terms apply to any replacement Services we supply to you in the unlikely event that the original Services do not conform to these Terms.

3.4 You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms. If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Works Authorisation and this contract by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.

3.5 We only supply the Services for domestic and private use, and you agree not to use the Services for any commercial purpose.

4 PROVISION OF SERVICES
4.1 We will supply the Services to you from the date set out in the Works Authorisation.

4.2 The Services will be supplied for the period referred to in the Works Authorisation or until otherwise terminated in accordance with these Terms.

4.3 We will make every effort to complete the Services on time but there may be delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible.

4.4 We may have to suspend the Services if we have to deal with technical problems, or to make improvements to the Services. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.

5 DEFECTIVE SERVICES
5.1 In the unlikely event that the Services do not conform with these Terms, please let us know (and confirm in writing) as soon as possible after we have carried them out. We will:
- re-perform the Services; or
- provide you with a full or partial refund, depending on what is reasonable.

5.2 These Terms will apply to any replacement Services we supply to you.

6 INTELLECTUAL PROPERTY RIGHTS
6.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that we prepare or produce for you in connection with the Services will belong to us absolutely.

6.2 You may not use the materials, documents or other items detailed in clause 6.1 for any commercial purpose.

7 PRICE AND PAYMENT
7.1 The price of the Services will be as set out in the estimate...
we provided to you or, if we have not provided an estimate or the estimate has expired, in our price list in force at the time we confirm your Works Authorisation. Prices are liable to change at any time, but price changes will not affect Works Authorisations that we have confirmed in writing.

7.2 These prices exclude VAT. If the rate of VAT changes between the date of the Works Authorisation and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

7.3 We may invoice you for the Services on completion or at any time after we have provided the Services to you. Unless you have signed the Payment Mandate, you must pay the invoice in cleared monies within 7 days of the date of the invoice if it is an interim invoice and 30 days of the date of invoice if it is a final invoice.

7.4 If you do not make any payment due to us by the due date for payment (as set out in clause 7.3), we may charge interest to you on the overdue amount at the rate of 2.5% a year above the base lending rate of HSBC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

7.5 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Services until you have paid the outstanding amounts.

7.6 Clause 7.4 and Clause 7.5 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly (and in any event within 5 days) after you have received the invoice that you dispute it.

8 LIMITATION OF LIABILITY

8.1 Subject to clause 8.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms.

8.2 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

8.2.1 loss of income or revenue;
8.2.2 loss of business;
8.2.3 loss of anticipated savings; or
8.2.4 loss of data.

However, this clause 8.2 shall not prevent claims for foreseeable loss of, or damage to your physical property.

8.3 This clause does not exclude or limit in any way our liability for:

8.3.1 death or personal injury caused by our negligence; or
8.3.2 fraud or fraudulent misrepresentation; or
8.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
8.3.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
8.3.5 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

9 EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

9.2.1 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
9.2.2 fire, explosion, storm, flood, earthquake, volcanic eruption, subsidence, epidemic or other natural disaster; or
9.2.3 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
9.2.4 impossibility of the use of public or private telecommunications networks.

9.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

TERMINATION

10 Either of us may terminate the arrangement between us at any time by providing the other party with 30 calendar days’ prior notice in writing.

10.2 Termination will not affect either party’s outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.

ASSIGNMENT

11 You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

NOTICES

12 All notices sent by you to us must be sent to ISS Damage Control Limited – T/A ISS Facility Services - Restoration at Unit 4 Power Park, The Towers Business Park, Rugley, Staffordshire WS15 1UZ. We may give notice to you at the postal address you provide to us in the Works Authorisation. Notice will be deemed received and properly served 3 days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post.

DATA PROTECTION

13.1 We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. We will not pass your data to third parties.

13.2 You acknowledge and agree that we may pass your details to credit reference agencies.

GENERAL

14.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

14.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

14.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

14.4 These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts. We do not accept orders from addresses outside the UK and Channel Islands.
TERMS AND CONDITIONS – BUSINESS

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions unless the context otherwise requires the following words shall have the following meanings:

Conditions: these conditions, the Works Authorisation and all other documents referred to in the Works Authorisation (including without limitation any specification, price list, or schedule of services);
Consumables: products identified as being consumables as agreed from time to time by the Parties;
Customer: the customer named in the Works Authorisation or alternatively, the client, individual or Company who accepts ISS’s quotation or estimate and/or signs the Works Authorisation or Mandate;
Customer Equipment: any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services;
Customer Material: all documents, information and materials provided by the Customer relating to the Services, including without limitation, computer programs, data, reports, specifications, drawings, maps, plans, diagrams, designs, pictures or other images, tapes, disks or other devices or records embodying information in any form;
Force Majeure: any cause preventing ISS from performing any or all of its obligations under these Conditions which arises from or is attributable to acts, events, omissions or accidents beyond ISS’s reasonable control including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of ISS or any other person) failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, pandemic, fire, flood, storm, tsunami, inclement weather or default of suppliers or sub-contractors;
Intellectual Property Rights: all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
ISS: means ISS Damage Control Limited a company registered in England under company number 04143834 and whose registered office is at ISS House, Genesis Business Park, Albert Drive, Woking, GU21 8RW;
ISS Documentation: includes all documents, products and materials developed by ISS in relation to the Services in any form, including without limitation, computer programs, data, reports, specifications, drawings, maps, plans, diagrams, designs, pictures or other images, tapes, disks or other devices or records embodying information in any form;
ISS Equipment: shall mean any plant and equipment together with ancillary equipment, including tools, systems, cabling or facilities, provided by ISS or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer;
Parties: ISS and the Customer;
Premises: the premises (or address) referred to in the Works Authorisation where the Services are to be performed;
Price: the price payable for the Services as set out in the Works Authorisation or assessment report;
Work Authorisation: means the document containing the details of the Services, pricing, customer details and other relevant information stipulated in these Conditions; and may take the form of a report, authority to proceed or Mandate;
Start Date: the start date (if any) specified in the Works Authorisation.

1.2 In these Conditions unless the context otherwise requires:
1.2.1 headings shall not affect the interpretation of these Conditions;
1.2.2 any reference to a statutory provision shall include references to that provision as from time to time modified or re-enacted (save to the extent that modifications or re-enactments made after the date of the Agreement impose any new or extended liability or restriction on ISS or the Customer);
1.2.3 any reference to a person includes any person, firm or company or other legal entity;
1.2.4 the singular includes the plural and vice versa and any gender includes any other gender.

2 BASIS OF SUPPLY

2.1 The Terms of these Conditions prevail over any inconsistent Terms or Conditions contained, or referred to, in the Customer’s purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing. In the absence of any express acceptance of these Conditions by the Customer, the making of any payment or allowing ISS staff to enter the Premises and start the Services shall constitute acceptance of these Conditions by the Customer.

2.2 The Services supplied under these Conditions shall be provided by ISS to the Customer from the Start Date.

2.3 ISS reserves the right to make any changes to the Services which are required to conform with any applicable statutory or regulatory requirements or which do not materially affect their quality or performance.

3 ISS’S OBLIGATIONS

3.1 ISS shall use reasonable endeavours to provide the Services to the Customer, in accordance in all material respects with the Service Levels.

3.2 ISS shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises and that have been communicated to it by the Customer, provided that it shall not be liable under these Conditions if, as a result of such observation, it is in breach of any of its obligations under these Conditions.

4 CUSTOMER’S OBLIGATIONS

4.1 The Customer shall:
4.1.1 co-operate with ISS in all matters relating to the Services;
4.1.2 provide ISS, its employees, agents and sub-contractors, in a timely manner and at no charge, access to the Premises, office accommodation, storage facilities, utilities, data and other facilities and resources as requested by ISS or required for delivery of the Services; provide, in a timely manner, such Customer Material and other information as ISS may request and ensure that it is complete and accurate in all material respects;
4.1.4 be responsible (at its own cost) for preparing and maintaining the Premises for the supply of the Services, and informing ISS of all of its obligations and actions under this clause 4.1.4;
4.1.5 unless otherwise agreed in writing, be responsible for identifying, monitoring, removing and disposing of any hazardous materials from the Premises in accordance with all applicable laws, before and during the supply of the Services at those Premises and informing ISS of all of its obligations and actions under this clause 4.1.5;
4.1.6 inform ISS of all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises;
4.1.7 ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant standards and requirements;

4.1.8 keep ISS Equipment in good condition and in accordance with any ISS instructions notified to ISS in writing from time to time and shall not dispose of or use ISS Equipment other than in accordance with ISS’s written instructions or authorisation.

4.2 It is the responsibility of the Customer to ensure that all information provided to ISS by or on behalf of the Customer to enable ISS to specify the Services and calculate the price for the Services is, and remains, accurate. If the information provided to ISS prior to the Start Date is incorrect on the Start Date, ISS reserves the right, acting reasonably, to vary the specification and/or the price for the Services.

4.3 If ISS’s performance of its obligations under these Conditions is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees (including without limitation any failure to comply with any of the obligations in clause 4.1), ISS shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay;

4.3.1 ISS reserves the right to charge the Customer for the performance of the Services which is prevented or delayed and for any costs and expenses incurred by ISS due to the prevention or delay, in addition to the price referred to in the Works Authorisation.

4.4 The Customer shall not, without the prior written consent of ISS, at any time from the Start Date to the expiry of six months after the termination or expiry of these Conditions, solicit or entice away from ISS or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of ISS in the provision of the Services.

4.5 The Customer shall not ask ISS employees, agents or sub-contractors to carry out tasks or services which are not included in the Works Authorisation.

5 PRICE AND PAYMENT

5.1 ISS shall invoice the Customer for the Services delivered and Consumables provided as set out in the Works Authorisation.

5.2 ISS reserves the right, by giving written notice to the Customer at any time, to increase the Price for the Services resulting from incomplete instructions supplied by the Customer to ISS prior to the commencement of works shall be charged to the Customer together with reasonable addition for overheads and profits.

5.3 Notwithstanding condition 5.2 the price for the Services shall be increased with effect from each anniversary of the Start Date in agreement with the Customer. Such increase shall be such reasonable amount taking into account all relevant factors including, without limitation, the factors referred to in condition 5.2.

5.4 All prices quoted to the Customer exclude VAT, which ISS shall add to its invoices at the appropriate rate.

5.5 Unless otherwise specified in the Works Authorisation the Customer shall pay each invoice submitted to it by ISS, in full and in cleared funds, within 30 days of the date of invoice (the ‘Due Date’). Time for payment shall be of the essence of these Conditions.

5.6 Where interim invoices are submitted, payment terms are strictly within 7 days of the date of invoice (the ‘Due Date’). Time for payment shall be of the essence of these Conditions.

5.7 Unless the Customer has signed the Payment Mandate in the Works Authorisation, the Customer is liable for any invoices rendered by ISS regardless of whether ISS has acted on the Customer’s, the Insurance Company’s or the Loss Adjuster’s instructions and is liable for all VAT payable in this respect. Further, the Customer shall at all times remain liable for any invoices rendered by ISS for work authorised by the Customer over and above the Services.

5.8 Any additional costs incurred by ISS during carrying out the Services resulting from incomplete instructions supplied by the Customer to ISS prior to the commencement of works shall be charged to the Customer together with reasonable addition for overheads and profits.

5.9 In the event of the work being carried out that is not subject to a quotation, but is to be carried out on a day work basis, the work will be carried out in accordance with ISS’s current Schedule of Rates.

5.10 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay ISS on the due date, ISS may:

5.10.1 suspend all Services until payment has been made in full; and/or

5.10.2 terminate these Conditions immediately on written notice.

5.11 All sums payable to ISS under these Conditions shall become due immediately on its termination, despite any other provision. This clause 5.11 is without prejudice to any right to claim for interest under the law, or any such right under these Conditions.

5.12 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay ISS by the Due Date, ISS may claim interest under the Late Payment by Commercial Debts (Interest) Act 1998.

5.13 ISS may, without prejudice to any other rights it may have, set off any liability of the Customer to ISS against any liability of ISS to the Customer.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 As between the Customer and ISS, all intellectual Property Rights and all other rights in the ISS Documentation shall be owned by ISS. Subject to clause 6.2, ISS licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the ISS Documentation and the Services. If these Conditions are terminated or expire, this licence will automatically terminate.

6.2 The Customer acknowledges that, where ISS does not own ISS Documentation, the Customer’s use of rights in the ISS Documentation is conditional on ISS obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle ISS to license such rights to the Customer.

7 WARRANTIES AND LIABILITY

7.1 This condition 7 sets out the entire financial liability of ISS (including any liability of ISS for the acts or omissions of its employees, agents, consultants and sub-contractors) to the Customer in respect of any breach of the Agreement; any use made by the Customer of the Services or any part of them; and any representation, statement or tortious act or omission arising under or in connection with the Agreement.

7.2 ISS warrants that it will provide the Services with reasonable skill and care and in accordance with the Service Levels.

7.3 Save as expressly provided in these Conditions ISS gives or makes no warranty, representation, term or condition of any kind concerning the Services or the ISS Documentation. All warranties, representations, terms and conditions implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from these Conditions.

7.4 ISS shall not be liable to the Customer where the alleged breach or defect relates to any non compliance with the Service Levels, unless:

7.4.1 the Customer gives details of the alleged breach or defect to ISS in sufficient time for ISS to investigate the alleged breach or defect; and

7.4.2 ISS is given a reasonable opportunity after receiving details of the alleged breach or defect of re-performing
the Services.

7.5 ISS shall not be liable to the Customer where the alleged breach or defect relates to anything other than that referred to in condition 7.4, unless:

7.5.1 the Customer gives written notice of the alleged breach or defect to ISS as soon as reasonably practicable; and

7.5.2 ISS is given a reasonable opportunity after receiving the notice of re-performing the Services.

7.6 Subject to conditions 7.7, 7.8, 7.9 and 7.10, ISS shall not be liable for any loss, damage, costs or expenses suffered by the Customer due to or arising from the loss of any key, key card or similar item relating to the Premises, or any part of them, save for the cost of the replacement of the lock to which the lost key, key card or similar item relates.

7.7 Subject to condition 7.9, ISS shall not under any circumstances whatsoever be liable to the Customer for:

7.7.1 any pure economic loss, loss of profit, loss of business, loss of enjoyment, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information, in each case whether direct, indirect or consequential; or

7.7.2 any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these Conditions.

7.8 Under no circumstances whatsoever shall ISS be liable for acts or neglect of its employees, servants and/or agents which fall outside the duties expressly assigned to them by ISS. The Customer must not give instructions to or request Services to be supplied by ISS other than to the person(s) duly appointed by ISS to receive instructions from the Customer from time to time. For the avoidance of doubt, this clause 7.8 shall apply to willful misconduct and criminal acts of employees, servants and/or agents of ISS.

7.9 Nothing in these Conditions excludes or limits the liability of ISS for death or personal injury caused by ISS’s negligence, or for fraudulent misrepresentation.

7.10 ISS’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Conditions shall be limited to the charges payable by the Customer for the Services during the preceding 12 months or £1 million in the aggregate, whichever is lower.

7.11 The Customer acknowledges that:

7.11.1 it has placed no reliance on any statement or representation whether oral or written made by ISS or on its behalf during the negotiations prior to the signing of these Conditions; and

7.11.2 it has taken appropriate legal advice and satisfied itself that this clause 7 is reasonable; and

7.11.3 all drawings, descriptive matter and advertising issued or provided by or on behalf of ISS and any descriptions and illustrations contained in catalogues or brochures relating to the Services are issued or published for the sole purpose of giving an approximate idea of the items described in them and do not form part of these Conditions.

8 EMPLOYEES

8.1 If by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (‘TUPE’) there is (on commencement of the provision of the Services) transferred to ISS a contract of employment of any person, the Customer shall;

8.1.1 promptly provide to ISS in writing, such information pertaining to any transferring employee as ISS may require (including, without limitation, their identity, contract of employment, salary, length of service, bonus, commission, benefits, periods of notice and pension rights) (‘TUPE Information’);

8.1.2 indemnify ISS from and against all losses, damages, liabilities, expenses, costs, actions, awards, penalties, fines and proceedings which ISS may suffer or incur arising out of or in connection with any claim or threatened claim or other legal recourse by all or any employees of the Customer (or a previous provider of all or any of the Services) in respect of:

8.1.2(a) any matter concerning or arising from the employment or termination of employment with the Customer (or a previous provider of all or any of the Services) before the date of transfer;

8.1.2(b) any act or omission of the Customer or any previous provider of all or any of the Services;

8.1.2(c) any claim for breach of contract, unlawful deduction of wages, or any claim under the Equal Pay Act 1970 arising as a result of ISS continuing, in good faith, to pay the employees and provide benefits under the same terms and conditions provided by the Customer (or a previous provider of all or any of the Services) before the date of transfer.

8.2 On the termination or expiry of these Conditions, or in the event that there is a decrease in the scope of the Services such that it is a requirement that employees are made redundant, for whatever reason (without prejudice to the operation of TUPE if it applies) the Customer shall indemnify ISS against all losses, damages, liabilities, expenses, costs, actions, awards, penalties, fines and proceedings which ISS may suffer or incur arising out of or in connection with the termination of employment of any employees engaged in the provision of the Services.

8.3 Customer warrants that all TUPE Information provided by Customer (or a previous provider of services similar to the Services) to ISS shall be complete and accurate in all material respects.

9 TERM AND TERMINATION

9.1 These Conditions shall come into force on the Start Date and, unless a fixed period for the agreement is specified in the Works Authorisation, and subject as provided in these Conditions, shall continue in force for a period of three years (the ‘Initial Term’) and shall continue thereafter until terminated by either party on not less than three months’ written notice.

9.2 Notwithstanding clause 9.1 above, ISS shall be entitled to terminate these Conditions at any time during the Initial Term by providing three months’ written notice to the Customer.

9.3 ISS shall be entitled to terminate these Conditions immediately by written notice to the Customer if the Customer commits any breach of any of the provisions of these Conditions and in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of written notice giving full particulars of the breach and requiring it to be remedied.

9.4 Either party shall be entitled to terminate these Conditions immediately by written notice to the other if:

9.4.1 an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or if an administrator is appointed or if documents are filed with the Court for the appointment of an administrator or if notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or if a receiver is appointed of any of the other party’s assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt;

9.4.2 that other party, being a partnership shall be dissolved;

9.4.3 that other party shall cease or threaten to cease to carry on its business or be unable to pay its debts or become insolvent (within the meaning of Insolvency Act 1986), or make or propose to make an arrangement or composition with its creditors;

9.4.4 anything which, under the law of any jurisdiction, is analogous to any of the acts or events specified in this clause 9.4.
9.5 For the purpose of condition 9.3 a breach shall be considered capable of remedy if the Customer can comply with the provision in question in all respects other than as to time of performance (provided that time of performance is not of the essence).

9.6 Any waiver by either party of a breach of any provision of these Conditions shall not be considered as a waiver of any subsequent breach of the same or any other provision of these Conditions.

9.7 The rights to terminate these Conditions given by this clause shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

10 CONSEQUENCES OF TERMINATION

10.1 On termination of these Conditions for any reason:

10.1.1 the Customer shall immediately pay to ISS all of ISS's outstanding unpaid invoices and interest and, in respect of the Customer shall immediately pay to ISS all of ISS's

10.1.2 if so required by ISS the Customer shall purchase all or some of the ISS Equipment from ISS at book value or market value, whichever is the higher;

10.1.3 subject to clause 10.1.2, the Customer shall within 28 days (or such other period specified by ISS) return all of ISS’s Equipment, and ISS Documentation to ISS. If the Customer fails to do so, then ISS may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and

10.1.4 the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11 CONFIDENTIALITY AND ISS'S PROPERTY

11.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by ISS, its employees, agents or sub-contractors and any other confidential information concerning ISS's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to ISS, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

11.2 All materials, equipment and tools, drawings, specifications and data supplied by ISS to the Customer (including ISS Documentation and ISS Equipment) shall, at all times, be and remain, as between ISS and the Customer, the exclusive property of ISS, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to ISS, and shall not be disposed of or used other than in accordance with ISS’s written instructions or authorisation.

11.3 This clause 11 shall survive termination of these Conditions, however arising.

12 DATA PROTECTION

12.1 The Customer acknowledges and agrees that details of the Customer’s name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of ISS in connection with the Services.

13 FORCE MAJEURE

13.1 ISS shall have no liability to the Customer if it is prevented or delayed from performing its obligations under these Conditions or from carrying on its business by acts, events, omissions, or accidents due to any event of Force Majeure.

14 GENERAL

14.1 If there is an inconsistency between any of the provisions of these Conditions and the provisions of the Works Authorisation the provisions of the Works Authorisation shall prevail.

14.2 Save as otherwise provided in these Conditions, no variation of these Conditions or of any of the documents referred to in it shall be valid unless it is in writing and signed on behalf of each of the parties by an authorised person.

14.3 Failure to exercise, or any delay in exercising, any right or remedy provided under these Conditions or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

14.4 A waiver of any right under these Conditions is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

14.5 The Customer shall not assign, transfer, sub-contract or otherwise dispose of all or any part of its rights or obligations under these Conditions without the prior written consent of ISS.

14.6 ISS shall be free to assign, sub-contract, transfer or otherwise dispose of all or any of its rights or obligations under these Conditions without the consent of the Customer.

14.7 If any provision of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Conditions which shall remain in full force and effect.

14.8 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

14.9 For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties do not intend any person other than a party to these Conditions to be able to enforce any term of these Conditions (save where may be expressly stated otherwise in these Conditions).

14.10 Nothing in these Conditions is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14.11 These Conditions contain the entire agreement between the parties with respect to the subject matter of these Conditions, and supersedes all previous agreements and understandings between the parties with respect to this agreement.

14.12 Each party acknowledges that, in entering into these Conditions, it does not rely on any representation, warranty or other provision except as expressly provided in these Conditions.

14.13 All notices under these Conditions shall be:

14.13.1 in writing and addressed to the recipient at the address set out in these Conditions;

14.13.2 deemed to have been duly given when delivered, if delivered by messenger during normal business hours of the recipient; or on the second business day following mailing, if sent by first class pre-paid recorded delivery post; or at the time of transmission; or at the time of the senders receipt of a “read receipt” confirmation in the case of the recipient.

14.14 English law governs these Conditions and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

14.15 The Customer warrants to and undertakes with ISS that it has full power and authority to enter into these Conditions and to receive the Services.
National Coverage

24 hour Support Line
Tel: 0800 0855 134

ISS Facility Services Restoration
Unit 4 Power Park
The Towers Business Park
Rugeley, Staffordshire WS15 1UZ
Tel: 01889 570777
Fax: 01889 572657
Email: rugeley@uk.issworld.com
www.iss-restoration.co.uk

version 3: December 2015

The UK’s leading disaster recovery and restoration experts