

ISS DAMAGE CONTROL

STANDARD CONDITIONS

1. INTERPRETATION

The COMPANY shall mean ISS Damage Control.

The CUSTOMER shall mean the client, individual or Company who accepts the Company's quotation and/or signs the agreement.

The CUSTOMER'S PROPERTY shall mean those items listed on the inventory sheets or report.

The PREMISES shall mean the premises where the incident occurred.

The INCIDENT shall mean the occurrence to which the Company has been called out by the Customer or on the Customer's behalf.

The EQUIPMENT shall mean any plant and equipment together with the ancillary equipment used in the execution of the works by the Company providing the Services.

The SERVICES shall mean all the work to the Customer's property and premises carried out by the Company which are referred to under the quotation or method statement.

2. GENERAL

2.1 These conditions apply to all work done for the Customer by the Company. There shall be NO variation to these conditions without the prior written agreement of a Director of the Company.

2.2 The equipment remains the property of the Company at all times and while the equipment is being used on the Customer's premises the Customer is responsible for its safe keeping and shall be liable for any loss or damage to the equipment.

2.3 The equipment shall not be switched off, tampered or interfered with by the customer unless agreed and instructed by the Company.

2.4 If no Company Representative is on the premises no repairs are to be carried out to the Company's equipment and the Customer shall inform the Company of its failure.

2.5 The equipment shall not be moved or repositioned from the installation position where it was set up by the Company.

2.6 The Customer shall ensure that services required for the operation of the equipment such as electricity and water are available. If not the Company will provide temporary services that will be charged separately to the Customer.

2.7 The Customer shall afford the Company and its representatives all reasonable access as is required to enable the Company to carry out its duties in a safe, responsible and diligent manner to complete the contract without undue delay.

2.8 The recommendations or instructions in any format supplied to the customer by the Company shall be complied with. Failure shall be considered to be a breach of these conditions.

2.9 Should advice be given by the Company to the Customer in good faith no liability whatsoever will be accepted by the Company.

3 PAYMENT

3.1 Applications for payment will be made monthly and will state the total value of work carried out, the amount paid to date, and any amount due in respect of Value Added Tax.

3.2 Payment shall be made within 30 days of the date of the invoice after which time the Company reserves the right to charge interest on the outstanding amount at a rate of 2.5% per month.

3.2.1 Where interim payments are submitted, payment terms are strictly within 7 days of the date of invoice after which time the Company reserves the right to charge interest on the outstanding amount at a rate of 0.5% per week.

3.3 The Customer is liable for any invoices rendered by the Company regardless of the Company acting on His, the Insurance Company's or the Loss Adjuster's instructions and is liable for all VAT payable in this respect.

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

4. SERVICE CHARGES

4.1 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 the Company's current service charges.

4.2 Prior to commencement of such work the customer shall sign the agreement and the works will be carried out in accordance with these conditions.

4.3 Under the service charge agreement no variation to these conditions or the charges rates will apply unless by prior written agreement of a Director of the Company.

5 COMPANY LIABILITIES

5.1 The Company shall be under no liability:-

(a) In respect of any defect in the Services from any drawing, design or specification supplied by the Customer.

(b) In respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alterations or interference with the equipment without the Company's approval.

(c) If the total price for the services has not been paid by the due date of payment.

5.2 Subject as expressly provided in these conditions and except where The Unfair Contract Terms Act 1977 will apply all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

5.3 Any claim by the Customer which is based on any defect in the quality of service shall be notified to the Company within 7 days from the completion of the service or where defect or failure was not apparent on reasonable inspection within a reasonable time after discovery of the defect or failure. Where any claim in respect of the Services is notified to the Company in accordance with these Conditions the Company shall be entitled to replace, repair or carry out additional work in respect of the Services or at the Company's sole discretion, refund to the customer the price of the Services or a proportionate part of such services, but the Company shall have no further liability to the Customer.

5.4 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation or implied warranty, condition or other term or any duty, common law or under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise, costs, expenses or other claims for consequential compensation whatsoever), and whether caused by the negligence of the Company, its employees or agents or otherwise which arise out of, or in connection with, the supply of the Services – except as expressly provided in these Conditions.

5.5 The Company shall not be liable to the Customer or deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of the Company obligations in relation to the Services if the delay or failure was due to any cause beyond the Company's reasonable control.

5.6 The Customer shall at all times keep all property belonging to the Customer fully insured against damage or loss however arising, notwithstanding that the Company may be required to dismantle and transport such property elsewhere in order to carry out the Services.

5.7 The Company shall not be liable for the occurrence of Mould following dehumidification measures carried out by the Company to the structures or contents of buildings. The Company cannot guarantee against the reoccurrence of Mould following its removal due to the existence of spores present in the atmosphere.

6. TERMINATION/INSOLVENCY OF CUSTOMER

6.1 The Company may terminate the contract at any time should:-

(a) A Customer be in breach of these Conditions.

(b) The Customer fails to pay the sums due pursuant to the contract by the due date of payment.

(c) The Customer makes any voluntary arrangement with its creditors or becomes subject to an Administration Order or (being an individual or firm), becomes bankrupt or (being a Company) goes into liquidation, otherwise than for the purposes of amalgamation or reconstruction.

(d) An encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer.

(e) The customer ceases or threatens to cease to carry on business.

(f) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer immediately.

7. ASSIGNMENT OF CONTRACT

7.1 The Customer shall not be entitled to assign this agreement without prior consent of the Company.

7.2 The Company retains the right to assign all or part of this contract if it is in its interest to so.

8. LAW

8.1 The Contract shall be governed by the laws of England.