

DISASTER CARE PLATINUM
RESTORATION TERMS & CONDITIONS

1. OUR TERMS AND CONDITIONS

- 1.1 These Terms will apply to any contract for the supply of our services to you.
- 1.2 Please read these Terms carefully before you enter into a contract with us. These Terms tell you who we are, how we will supply our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us using the contact details set out in clause 2 below.
- 1.3 In some cases, you will have different rights depending on whether you are a business customer or a consumer. We explain this in these Terms.
- 1.4 **You are a consumer if:**
- 1.4.1 **you are an individual; and**
 - 1.4.2 **you are buying services from us wholly or mainly for your personal use (not in connection with your trade, business, craft or profession).**
- 1.5 **If you are not a consumer, you are a business customer.**

2. INFORMATION ABOUT US

- 2.1 We are Disaster Care Limited, a company with registered number 05439867 and registered office at Sherwood House, 41 Queens Road, Farnborough, Hampshire GU14 6JP (“we”, “us”). Our VAT number is 862721618.
- 2.2 You may contact us in relation to:
- 2.2.1 any questions you may have about our services
 - 2.2.2 any questions you may have in relation to these Terms or if there is something in these Terms you do not understand and would like to discuss; or
 - 2.2.3 if you would like a copy of these Terms in another format (for example, in large print).
- 2.3 You can contact us by telephoning our customer service team on **01202 110 717** or by emailing us at **direct@disastercare.co.uk** or writing to us at Valori House, 1 Omega Park, Alton, Hampshire GU34 2QE.
- 2.4 If we need to contact you, we will do so by telephone, text message or by writing to you at the email address or postal address you provide to us.
- 2.5 In these Terms, “writing” includes emails.

2.6 These Terms also refer to our Privacy Policy which describes how we handle any personal information we collect from you or that you provide to us. Our Privacy Policy is available [here](#).

3. DEFINITIONS AND INTERPRETATION

3.1 In these Terms the following definitions apply:

Project Report means the survey report detailing the Services and our Estimate which we will provide after carrying out a survey at the Location (if applicable);

Completion has the meaning given in clause 5.2;

Contract has the meaning given in clause 4.6;

Emergency Call-out Services means a 3 hour call-out service to assist with an urgent fire or flood problem;

Estimate means our estimate for carrying out the Services;

Events Outside Our Control means any occurrence or circumstances over which we have no control as described in clause 19, including (without limitation) the unavailability of any third party with whom we contract to provide the Services or key materials or equipment, without which we are unable to provide the Services;

Location(s) means the address(es) for performance of the Services, as specified by you;

Price has the meaning given in clause 12;

Services means the flood / fire / other restoration services to be supplied by us to you, including Emergency Call-out Services, as set out in the Estimate or Project Report;

Terms means these restoration customer terms; and

Warranty Period has the meaning given in clause 11.2.

4. OUR CONTRACT WITH YOU

4.1 These Terms form part of the Contract between us. They supersede any previously issued terms and conditions by us.

4.2 No changes to these Terms, to an Estimate, Project Report or to the Contract shall be binding unless expressly agreed in writing between us in accordance with clauses 8 or 9.

4.3 You may submit a request for our services either over the phone, by email or through our website.

4.4 We will collect certain information from you, including details of the problem, the Location and your contact details.

4.5 Following your request for services:

- 4.5.1 if you require Emergency Call-Out Services, we will email you with our Estimate, instructions on how to pay, a copy of these Terms and our customer authorisation mandate form; or
- 4.5.2 for any non-urgent services, we will arrange an initial site visit (free of charge) to assess the work required, in order to provide an estimate. We will then email you our Project Report (including our Estimate) and the other documents and information described in clause 4.5.1 above.
- 4.6 Estimates are not an offer to supply the Services. Your payment to us of the amount in our Estimate shall be an offer to purchase the Services, which we may accept or reject at our discretion. Our acceptance of your offer will take place when we email you to accept your payment or when we start supplying the Services (whichever is the earlier). At this point a contract will be formed between us, incorporating these Terms and our Estimate and Project Report (if applicable) (the “**Contract**”).
- 4.7 If we are unable to accept your offer, we will tell you by email or by phone and will not charge you for the Services. This might be because the necessary equipment or staff members are not available, because we have identified an error in the Estimate or Price or description of the Services or because we are unable to meet a timeframe you have specified. **If you are a business customer**, we might be unable to accept an offer if a credit reference we have obtained for you does not meet our minimum requirements.
- 4.8 **If you are a business customer**, the Contract constitutes the entire agreement between us in relation to your purchase of the Services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. These Terms shall prevail over any terms provided by you or implied by trade, custom, practice or course of dealing.

5. PERFORMANCE OF THE SERVICES

- 5.1 We may subcontract part of the Services.
- 5.2 We shall inform you of the dates and times for our performance of the Services.
- 5.2.1 Time is not of the essence in relation to the performance of the Services. We shall use reasonable endeavours to meet estimated dates for performance, but any such dates are approximate only.
- 5.3 The Services shall be deemed to be completed by us when you sign our ‘completion and acceptance certificate’ and where we provide cleaning or drying and damp removal services, our ‘cleaning certificate’ and/or a ‘drying certificate’ (“**Completion**”). If we note on the relevant certificate that it has not been possible to restore a particular item or remove a stain, you will not be entitled to a repeat of the Services under clause 6.4 or claim under the Service warranty in clause 11 in respect of that item or stain.

- 5.4 Except as provided in clause 5.5, and subject to clause 5.6, we or our subcontractors shall, where requested as part of the Services, dispose of any waste materials appropriately. We will include the costs of this in our Estimate or Project Report.
- 5.5 Unless otherwise stated and quoted for in our Project Report, the Services shall not include the removal of any dangerous or hazardous waste materials which would breach the Control of Substances Hazardous to Health Regulations 2002, Control of Asbestos at Work Regulations 2002; 2012; 2017 or which would require a special licence or special health and safety precautions.
- 5.6 You must complete a 'customer disposal form' authorising us to dispose of any items that are beyond economic restoration before we carry out any disposal services.
- 5.7 We may need to remove certain items from the Location to carry out our Services. Any removal services are subject to our Removals and Storage Terms and Conditions which are available on request.
- 5.8 The Services do not include any storage services. These are covered under our Removals and Storage Terms and Conditions. Please contact us if you would like further information on storage services.
- 5.9 If during the provision of the Services, we uncover any additional defects not provided for in our Estimate or Project Report, we will inform you and:
- 5.9.1 agree with you in advance any additional costs associated with the extra work required; or
 - 5.9.2 advise you if we are unable to undertake such extra work.
- 5.10 To enable us to perform the Services, you shall:
- 5.10.1 provide us with all reasonable information, including in relation to any special requirements or instructions for treatment of items at the Location, and any reasonable assistance we may require;
 - 5.10.2 prior to commencement of the Services, inform us of any items at the Location valued in excess of £5,000;
 - 5.10.3 follow our reasonable instructions set out in any 'equipment installation form' or otherwise advised;
 - 5.10.4 grant us such access to and use of the Location(s) as we reasonably require to carry out and complete the Services in accordance with the Contract;
 - 5.10.5 allow us to install a temporary power supply, if we need one;
 - 5.10.6 inform us of any health and safety and security requirements that you are aware of that apply at the Location(s);
 - 5.10.7 ensure that your existing heating and plumbing systems, parts and equipment are in good working order and suitable for the purposes for

which they are used in relation to the Services and conform to all relevant standards or requirements;

5.10.8 ensure that any of our equipment or materials that are stored at the Location are secure and take reasonable measures to protect them from loss or damage;

5.10.9 **for business customers**, do such acts and make all arrangements as may be [reasonably] required by us, including obtaining any necessary permissions, to enable us to provide the Services at the Location on the relevant dates; and

5.10.10 **for business customers**, ensure the working environment at the Location is safe and closed to the public on the relevant dates.

5.11 We shall not be liable for any delay in or failure of performance by us or by our subcontractors which is caused by your failure to comply with clause 5.10 or by an Event Outside Our Control (in accordance with clause 19).

6. STANDARDS OF SERVICES IF YOU ARE A CONSUMER

6.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example that:

6.1.1 the Services must be carried out with reasonable care and skill;

6.1.2 the price for the Services (if not agreed) must be reasonable; and

6.1.3 we must carry out the Services within a reasonable time, if we haven't agreed a time.

6.2 We will provide you with Services that comply with your legal rights as above, but we cannot guarantee that we will be able to remove all stains or restore the Location(s) or specific items or fabrics at the Location to their original standard or condition.

6.3 Nothing in this Contract affects your legal rights under the Consumer Rights Act 2015. You may also have other rights in law.

6.4 Please contact us using the contact details set out at clause 2, if you believe we have not met your statutory rights and you want:

6.4.1 us to repeat the Services; or

6.4.2 a reduction in the Price or a refund if we can't fix the problem.

7. OUR RIGHT TO SUSPEND THE SERVICES

7.1 We may have to suspend the supply of the Services to:

7.1.1 deal with technical problems or make minor technical changes to equipment, materials or the Services;

7.1.2 maintain or update equipment or source different materials required for the Services to reflect changes in relevant laws and regulatory requirements;

7.1.3 make changes to the Services as requested by you or notified by us to you (under clause 8).

7.2 Unless the reason for suspension is urgent or an emergency, we will contact you in advance to tell you if we need to suspend the supply of the Services. You will not pay for the Services while they are suspended. You may contact us to end the Contract for the Services if we suspend them for more than 7 days, or if we tell you we are going to do so. If you choose to do this we will refund any sums you have paid in advance or on a pro-rata basis in respect of any Services part-performed, calculated from the date of suspension.

8. OUR RIGHT TO CHANGE THE SERVICES, PRICE OR THESE TERMS

8.1 We may change the Services to reflect changes in any relevant laws and regulatory requirements from time to time and to implement any minor technical adjustments and improvements.

8.2 In addition, we may make more significant changes to the Services or the Price. This may be as a result of additional information we become aware of (provided by you or otherwise) after the date of the Contract. If we do so we will notify you and you may then contact us to end the Contract before the changes take effect and receive a refund on a pro-rata basis for any Services paid for, but not received, calculated from the date of notification.

8.3 We may need to change these Terms from time to time to reflect changes in law or best practice. We will send you the current terms each time you request our services.

9. YOUR RIGHT TO CHANGE THE SERVICES ORDERED

9.1 If you wish to make a change to the Services, please contact us. We will let you know if the change is possible and if there will be any impact on the Price or the timing of supply. We will ask you whether you wish to go ahead with the change.

10. YOUR RIGHT TO CANCEL THE CONTRACT IF YOU ARE A CONSUMER

10.1 **If you are a consumer, this clause sets out your cancellation rights.**

10.2 You have the right to change your mind and cancel the Contract within 14 days of the Contract being formed and to receive a refund, without giving any reason.

10.3 To exercise the right to change your mind, you must inform us of your decision to cancel the Contract by a clear statement before the 14-day period has expired. You can use the model cancellation form (see: [CANCELLATION FORM](#)), but you do not have to. Alternatively, you can email us at direct@disastercare.co.uk or contact our customer services team by telephone on **01202 110 717**. Please include the reference number of your Contract to help us identify it.

- 10.4 We will wait until the 14-day cancellation period is over before we start to carry out the Services, unless you want us to carry out the Services during the 14-day cancellation period and you confirm this in writing to us through our website, by email or during the site visit. A copy of the written confirmation is available here: [CONFIRMATION TO COMMENCE THE SERVICES EARLY](#)). If you do this, your confirmation will form part of the Contract.
- 10.5 If you cancel this Contract in accordance with clauses 10.2 and 10.3, we will reimburse to you all payments received from you, without undue delay and in any event within 14 days of the date of cancellation, by the method you used for payment. Where you have provided the written confirmation described in clause 10.3 and we have started carrying out the Services, we are allowed to keep part of any payment for the Services undertaken and such refund will be calculated on a pro-rata basis from the date of cancellation.
- 10.6 You cannot cancel the Services after Completion, even if this is within the 14-day cancellation period.
- 10.7 **If we breach the Contract**, you may end the Contract by giving us written notice and claim a refund of a proportion of the Price you paid for the Services on a pro-rata basis (calculated from the date you end the agreement). You may also be entitled to compensation for any loss and damage caused by us (see clause 16).
- 10.8 If you have an issue with the standard of our Services, please contact us (in accordance with clause 2). We will investigate in order to resolve the issue and will respond to you.

11. SERVICE WARRANTY

- 11.1 **If you are a consumer** this warranty is in addition to your statutory rights described in clause 6.
- 11.2 We warrant that, for a period of 12 months from Completion (the “**Warranty Period**”), the Services supplied shall:
- 11.2.1 conform in all material respects to their description in the Estimate or the Project Report; and
 - 11.2.2 be supplied with reasonable care and skill.
- 11.3 Subject to clauses 11.4 and 11.7, we shall remedy, re-perform or refund the Services or part of the Services that do not comply with clause 11.2 during the Warranty Period, provided that:
- 11.3.1 the Services have been paid for in full by you;
 - 11.3.2 you notify us in writing not later than fourteen working days from discovery of the alleged defect, specifying the Services that do not comply with clause 11.2 and identifying in sufficient detail the nature and extent of the defects; and
 - 11.3.3 you give us and/or our insurer a reasonable opportunity and access to examine the alleged defect(s).

- 11.4 **If you are a business customer**, we shall decide which is the appropriate solution (re-perform or remedy the Services, or refund the Price).
- 11.5 If, following inspection, we decide that the alleged defect is not the result of the Services supplied by us, the warranty described in clause 11.2 shall not apply and we may charge you for the inspection visit at our standard hourly rates (advised to you in advance).
- 11.6 These Terms shall apply to any Services that are remedied or re-performed.
- 11.7 We shall not be liable for any failure to comply with clause 11.1 if:
- 11.7.1 you make any further use of the affected area where the Services were performed after giving notice in accordance with clause 11.3.2;
 - 11.7.2 any alterations, repairs or modifications to the affected area where the Services were performed by you or a third party;
 - 11.7.3 the defect arises as a result of:
 - (a) your or any third party's failure to follow our or the manufacturer's oral or written instructions or good practice as to the use or maintenance of the affected area where the Services were performed;
 - (b) a failure by you to comply with the applicable sections of clause 5.10;
 - (c) us following any information supplied by you;
 - (d) failure for whatever reason in another part of the related plumbing system, parts or equipment (including blockage or drainage problems) or an inherent defect or structural weakness at the Location or in the surrounding plumbing system, parts or equipment; or
 - (e) fair wear and tear, wilful damage, misuse or negligence by you or a third party.
- 11.8 **If you are a business customer**, except as set out in this clause 11, we give no warranty and make no representations in relation to the Services and all warranties and conditions (including the conditions implied by sections 12 and 14–16 of the Supply of Goods and Services Act 1982 and sections 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.
- 12. PRICE**
- 12.1 The price for the Services shall be as stated in the Estimate or Project Report (the "**Price**").
- 12.2 We may charge a fixed call out fee for some Emergency Call-out Services. We will provide a new estimate for any additional work that may be necessary.

- 12.3 We use our best efforts to ensure that the Price advised to you is correct. It is always possible that, despite our best efforts, the Services may be incorrectly priced. If before we accept your payment we become aware that the correct price for the Services is less than our stated Price, we will issue you a revised price for the lower amount. If the correct price of the Services is higher than the Price stated, we will contact you for your instructions before we accept your payment.
- 12.4 If we accept and process your payment where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract and refund you any sums you have paid.
- 12.5 Prices include the cost of services provided by our sub-contractors, except where you contract with them directly.
- 12.6 **If you are a consumer**, all Prices are exclusive of VAT. If the rate of VAT changes between the Contract date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect. We reserve the right to change our set rates for the Services from time to time, but these changes will not affect any payments that we have accepted.
- 12.7 **If you are a business**, all Prices are exclusive of VAT and you shall pay any VAT to us on receipt of a valid VAT invoice. After the Contract date, we may increase the Price of our Services at any time by giving you not less than 10 working days' notice in writing provided that the increase does not exceed 10% of the prices in effect immediately prior to the increase. We may increase the Prices (including those in an Estimate) with immediate effect by written notice to you where there is an increase in the direct cost to us of supplying the relevant Services and which is due to any factor beyond our control.

13. PAYMENT

- 13.1 We shall issue an invoice for the Services with the Estimate or Project Report.
- 13.2 You shall pay all invoices in advance of us providing the Services (unless we agree otherwise in writing):
- 13.2.1 in full without deduction or set-off, in cleared funds; and
- 13.2.2 to the bank account nominated by us in the invoice.
- 13.3 Payment may be made by credit or debit card via our payment request link sent to you.
- 13.4 If you do not pay in advance of us providing the Services or by the due date on the invoice, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclay's Bank 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.

13.5 If you think an invoice is wrong please contact us promptly. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. CREDIT LIMIT

If you are a business customer, we may set and vary credit limits from time to time and withhold any further Services if you exceed such credit limit.

15. ANTI-BRIBERY

15.1 This clause applies to business customers only.

15.2 For the purposes of this clause 15, '**Bribery Laws**' means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction and the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

15.3 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

15.3.1 all of that party's personnel;

15.3.2 all others associated with that party; and

15.3.3 all of that party's subcontractors;

involved in performing the Contract so comply.

15.4 Without limitation to clause 15.3, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

15.5 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 15.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY CONSUMERS

16.1 If you are a consumer, this clause 16 applies to you.

16.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is the foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us.

16.3 We may request photographs, receipts or proof of purchase for any claims for loss or damage under clause 16.2.

16.4 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Services as summarised in clause 6.

16.5 We will make good any damage to your property caused by us while providing the Services. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services or where you have failed to comply with clause 5.10.

17. OUR LIMITATION OF LIABILITY TO BUSINESS CUSTOMERS

17.1 **If you are a business customer, this clause applies to you.**

17.2 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause.

17.3 Subject to clauses 17.6 and 17.7, our total liability shall not exceed the sum of £5,000,000.

17.4 Subject to clauses 17.6 and 17.7, we shall not be liable for consequential, indirect or special losses.

17.5 Subject to clauses 17.6 and 17.7, we shall not be liable for any of the following (whether direct or indirect):

17.5.1 loss of profit;

17.5.2 loss of sales or business;

17.5.3 loss of agreements or contracts;

17.5.4 loss of use or production;

17.5.5 loss of opportunity;

17.5.6 loss of savings, discount or rebate (whether actual or anticipated);

17.5.7 harm to reputation or loss of goodwill.

17.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

17.6.1 death or personal injury caused by its negligence, or the negligence of its employees, agents (as applicable);

17.6.2 fraud or fraudulent misrepresentation; or

17.6.3 any other losses which cannot be excluded or limited by applicable law.

17.7 Nothing in these Terms shall restrict or limit your general obligation at law to use all reasonable endeavours to mitigate a loss you may suffer or incur as a result of any delay in or failure to supply the Services under this Contract.

18. PERSONAL DATA

We will protect your personal information as set out in our [Privacy Policy](#).

19. EVENTS OUTSIDE OUR CONTROL

19.1 We shall not be liable if delayed in or prevented from performing our obligations due to an Event Outside Our Control, provided that we:

19.1.1 promptly notify you of the Event Outside Our Control and the expected duration; and

19.1.2 use best endeavours to minimise the effects of that event.

19.2 If, due to an Event Outside Our Control, we:

19.2.1 are or will be unable to perform a material obligation; or

19.2.2 are delayed in or prevented from performing our obligations for a continuous period exceeding 14 days;

you may, within 30 days, terminate the Contract on immediate notice.

20. OUR RIGHT TO TERMINATE THE CONTRACT FOR CONSUMERS

20.1 **If you are a consumer, this clause applies to you.**

20.2 We may end the Contract for the Services at any time by writing to you if:

20.2.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

20.2.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services; or

20.2.3 you do not allow us access to the Location(s) to supply the Services at the agreed date and time (and we are unable to re-arrange access to the Location(s)).

20.3 If we end the Contract in the situations set out in clause 20.1 we will refund any money you have paid in advance for the Services we have not provided on a pro rata basis (calculated at the point we end the Contract), but we may deduct reasonable administrative costs for the processing of that refund and our reasonable costs for investigating your breach of the Contract.

21. OUR RIGHT TO TERMINATE THE CONTRACT FOR BUSINESS CUSTOMERS

21.1 **If you are a business customer, this clause applies to you.**

21.2 We may terminate the Contract at any time by giving notice in writing to you if:

- 21.2.1 you commit a material breach of the Contract and such breach is not remediable;
 - 21.2.2 you commit a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
 - 21.2.3 you have failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after we have given notification that the payment is overdue; or
 - 21.2.4 any consent, licence or authorisation held by you is revoked or modified such that you are no longer able to comply with your obligations under the Contract or receive any benefit to which you are entitled.
- 21.3 We may terminate the Contract at any time by giving notice in writing to you if you:
- 21.3.1 stop carrying on all or a significant part of your business, or indicate in any way that you intend to do so;
 - 21.3.2 are unable to pay your debts either within the meaning of section 123 of the Insolvency Act 1986 or if we reasonably believe that to be the case;
 - 21.3.3 become the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 21.3.4 have a receiver, manager, administrator or administrative receiver appointed over all or any part of your undertaking, assets or income;
 - 21.3.5 have a resolution passed for your winding up;
 - 21.3.6 have a petition presented to any court for your winding up or an application is made for an administration order, or any winding-up or administration order is made against you;
 - 21.3.7 are subject to any procedure for the taking control of your goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 21.3.8 have a freezing order made against you;
 - 21.3.9 are subject to any recovery or attempted recovery of items supplied to you by a supplier retaining title in those items; or
 - 21.3.10 take any steps in anticipation of, or have no realistic prospect of avoiding, any of the events or procedures described in clauses 21.3.1 to 21.3.9 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 21.4 Our right to terminate the Contract pursuant to clause 21.4 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation,

- reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 21.5 We may terminate the Contract at any time by giving not less than four weeks' notice in writing to you if you undergo a change of control or if it is realistically anticipated that you will undergo a change of control within two months.
- 21.6 If you become aware that any event has occurred, or circumstances exist, which may entitle us to terminate the Contract under this clause, you shall immediately notify us in writing.
- 21.7 Termination or expiry of the Contract shall not affect either party's accrued rights and liabilities at any time up to the date of termination.
- 22. DISPUTE RESOLUTION**
- 22.1 **If you are a consumer**, alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the following alternative dispute resolution provider: the Centre for Effective Dispute Resolution. You can submit a complaint to them via their website at: <https://www.cedr.com/consumer/>.
- 22.2 **If you are a business customer**, any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause.
- 22.3 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 22.4 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 22.4.1 Within seven days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it;
- 22.4.2 If the dispute has not been resolved within seven days of the first meeting of the contract managers, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within seven days of such referral to discuss the dispute and attempt to resolve it.
- 22.5 If the dispute has not been resolved within 14 days of the first meeting of the chief executives (or equivalent) under clause 22.4.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 22.6 Either party may issue formal legal proceedings at any time whether or not the steps referred to in clauses 22.4 and 22.5 have been completed.

23. NOTICES

- 23.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to us at the address in clause 2.3 or to you at the address you provided to us when you requested our services (or updated in writing by you afterwards), and shall be delivered personally, or sent by pre-paid first class post, commercial courier, or e-mail.
- 23.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the notified address; if sent by pre-paid first class post on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one working day after transmission provided that no notice of delivery failure is received.
- 23.3 This clause shall not apply to the service of any proceedings or other documents in any legal action, arbitration or other method of dispute resolution.

24. TRANSFERRING RIGHTS UNDER THE CONTRACT

- 24.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.
- 24.2 You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. However, you may transfer our warranty at clause 11 to a person who has acquired the item or property in respect of which we have provided the Services. We may require the person to whom the warranty is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

25. SET OFF

If you are a business customer, we shall be entitled to set off under the Contract any liability which we have or any sums which we owe to you under the Contract or under any other contract which we have with you.

26. SEVERANCE

Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

27. WAIVER

If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

28. CONFLICTS WITHIN CONTRACT

If there is a conflict between these Terms and the terms of the Estimate or Claim Report, the Terms shall prevail.

29. THIRD PARTY RIGHTS

This Contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 24.2 in respect of our warranty. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these terms.

30. GOVERNING LAW AND JURISDICTION

These Terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.

April 2020

APPENDIX A: CANCELLATION FORM

Cancellation form

To Disaster Care Limited at Valori House, 1 Omega Park, Alton, Hampshire GU34 2QE or
direct@disastercare.co.uk:

I hereby give notice that I cancel my contract for the supply of the following services:

Water and Flood Damage	<input type="checkbox"/>
Sewage Clean-up	<input type="checkbox"/>
Fire Damage	<input type="checkbox"/>
Property and Contents Restoration	<input type="checkbox"/>
Contents Removal and Storage	<input type="checkbox"/>
Odour and Mould Removal	<input type="checkbox"/>
Asbestos Contamination and Testing	<input type="checkbox"/>
Chemical, Bio-hazard and Trauma Scene Cleans	<input type="checkbox"/>
High Access Cleaning	<input type="checkbox"/>

Reference number:	
Date of payment:	
Name of consumer:	
Address of consumer:	
Signature of consumer:	
Date:	

APPENDIX B: CONFIRMATION TO COMMENCE THE SERVICES EARLY

Confirmation to start work early:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel the Contract within 14 days. This may happen because you change your mind.

By signing this written confirmation and providing it to our representative, you agree that, on your request, we can start to carry out the Services during the 14-day cancellation period.

You still have a right to change your mind and cancel the contract during the 14-day cancellation period, however, we will charge you for the cost of the Services carried out by us until the time when you tell us that you want to cancel the Contract. The amount we charge you will be in proportion to what we have carried out, in comparison with the full coverage of this Contract.

You acknowledge, however, that you will lose the right to change your mind and cancel the Contract during the 14-day cancellation period once the Services have been fully carried out by us. If this happens, we will charge you for the full cost of the Services carried out by us.

To Disaster Care Limited at Valori House, 1 Omega Park, Alton, Hampshire GU34 2QE or claims@disastercare.co.uk

I hereby give notice that I request you to supply the services covered by your estimate.

Name of consumer:	
Address of consumer:	
Signature of consumer:	
Date:	