



ISS Facility Services Limited Standard Terms and Conditions for the Purchase of Goods and Services

1 Definitions and interpretation

1.1 Unless the context otherwise requires, the following definitions and rules of interpretation apply in these terms and conditions (**Conditions** and each term shall be a **Condition**):

Affiliate means in respect of a Party to a Contract, that Party and/ or any person from time to time directly or indirectly (a) Controlling, (b) Controlled by or (c) under common Control with, that person whether acting individually or collectively.

Applicable Law means applicable laws, enactments, statutes, regulations, regulatory policies and guidelines, industry codes, regulatory permits and licences, all of which are at the relevant time in force.

Best Industry Practice means that degree of skill, care, prudence, efficiency, diligence and foresight which would be expected from a highly and suitably skilled, trained and experienced supplier or operator who provide services which are the same as or substantially similar to the Services (or the relevant part of them).

Business Day means Monday to Friday except statutory, public and bank holidays in England.

Business Hours means 9.00am to 5.00pm on any Business Day.

Charges means the Supplier's fees for providing the Goods and/or the Services as set out in the Contract to which Goods and/or Services relate.

Confidential Information has the meaning given to that term in Condition 18 (*Confidential information*).

Contract means these Conditions, the Purchase Order and all other documents referred to in the Purchase Order.

Control means, in relation to a person, the direct or indirect ownership of more than 50 per cent of the voting capital or similar right of ownership of that person or the legal power to direct or cause the direction of the general management and policies of that person whether through the ownership of voting capital, by contract or otherwise, and Controls, Controlled and Controlling shall be interpreted accordingly.

Deliverables means all documents (whether in hard copy or electronic format) including drawings, maps, plans, diagrams, designs, pictures or other image, tape, disk, or other device or record embodying information in any form including any web page, or electronic file; the Services and products and materials developed or provided by the Supplier as part of providing the Services (the products of which may include software); and the Goods.

Disclosing Party has the meaning given to that term in Condition 18 (*Confidential information*).

Dispute has the meaning given to that term in Condition 24 (*Dispute resolution*).

Document means, in addition to any document in writing (including email), any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Electronic Market has the meaning given to that term in Condition 27 (*Electronic transactions*).

Equipment has the meaning given to that term in Condition 22 (*Effect of termination or expiry*).

Goods means the goods (or any part of them) set out in the Contract.

ISS Affiliate Assets means assets (including Intellectual Property Rights) such as materials, equipment, documents, information, items, materials, tools, dies, moulds, and data supplied by ISS to the Supplier which are owned by or leased, licensed or sub-licensed to any of the ISS Affiliates.

ISS Group Member means ISS and/ or any UK registered entity in the group of ISS Affiliates whether acting individually or collectively.

Intellectual Property Rights means: (a) copyright, patents, database rights (including sui generis rights), moral rights and rights in service marks, trademarks, trade secrets, designs and know-how (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; (c) all other proprietary, intangible and/or intellectual property rights and equivalent forms of protection existing anywhere in the world; and (d) materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data.

ISS means the person so described in the Contract between the Parties.

Parties means ISS and the Supplier, and Party shall be construed accordingly.

Permitted Users has the meaning given to that term in Condition 18 (*Confidential information*).

Policies means: (i) ISS' policies as listed under the "Policies and Guidelines" section at <https://inv.issworld.com/policies-and-guidelines>, which includes procurement and on site health, safety and environmental policies and procedures, and anti-bribery, anti-slavery and human trafficking policies and the ISS Supplier Code of Conduct; and (ii) any other policies as notified by ISS to the Supplier in the Contract or in writing.

Purchase Order means the document containing details of the Goods and / or Services, the Charges, the Supplier's details and other relevant information stipulated in these Conditions.

Recipient has the meaning given to that term in Condition 18 (*Confidential information*).

Relevant Person has the meaning given to that term in Condition 22.5 (*Consequences of termination or expiry*).

Request has the meaning given to that term in Condition 24.2 (*Dispute Resolution*).

Services means any services to be supplied to ISS by the Supplier as set out in the Contract, including the production and delivery of the Deliverables.

Supplier means the person so described in the Purchase Order.

Specification means the specification for the Services and/or Deliverables and/or the Goods as set out in the Contract.

System Fee means the annual fee for the use of ISS supplier accreditation and/ or purchase and payment system nominated by ISS from time to time.

Term means the term of the Contract as agreed between the parties.

Timetable means the timetable for the delivery of the Goods and the performance and completion of the Services, as set out in the Contract or as otherwise agreed between the Parties.



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Use means use, copying, assignment, licensing, sub-licensing, supply, importation, exportation, marketing or exploitation.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of the Contract. References to Conditions are to the provisions in these Conditions.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 A reference to **writing** or **written** includes email unless stated otherwise.
- 1.9 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Application of Conditions

- 2.1 These Conditions:
- apply and are incorporated into the Contract entered into between ISS and the Supplier; and
 - prevail over any inconsistent terms or conditions contained, or referred to, in the Supplier's quotation, confirmation of order, specification, or other document supplied by the Supplier, or implied by law (to the extent permissible), trade custom, practice or course of dealing.

3 Commencement and Duration

- 3.1 The Goods and / or Services provided under a Contract shall be provided by the Supplier to ISS from the commencement date agreed in relation to the Contract.
- 3.2 The Goods and / or Services provided under a Contract shall continue to be provided for the Term, unless and until the Contract is terminated in accordance with Condition 21 (*Termination*).

4 Supplier's Obligations

- 4.1 **General obligations.** The Supplier shall:
- deliver the Goods and/or provide the Services to ISS, in accordance with the Contract;
 - cooperate with ISS in all matters relating to the Goods and/or the Services;

- comply, at no additional cost to ISS, with any reasonable instructions given to it or issued in writing or given orally and subsequently confirmed in writing from time to time by ISS;
- use sufficient numbers of suitably skilled and appropriately experienced personnel to perform its obligations under the Contract;
- comply with ISS' procedures for vetting personnel in respect of all of the Supplier's personnel employed or engaged in the provision of the Goods and/ or Services;
- in relation to premises owned or occupied by ISS that ISS permits the Supplier to enter to enable it to provide the Services, ensure that its employees, agents and subcontractors comply with the Policies and the security and safety policies and regulations from time to time in force on those premises and with all instructions of ISS notified to the Supplier in relation to its access to such premises; and
- pass on third party warranties and guarantees where the Goods supplied are not manufactured by the Supplier.

4.2 Procurement systems. The Supplier shall:

- register and maintain its registration on ISS' nominated qualification and assessment process system (such as Achilles Information Limited's ProcurePASS system) and any nominated invoicing and payment system nominated by ISS during the term of the Contract; and
- pay the System Fee for onboarding and annual costs of use of ISS' nominated qualification and assessment process system directly to the provider of the nominated supplier accreditation and/ or invoicing and payment portal which may be used by ISS in accordance with the provider's terms.

5 Quality of the Goods and/or Services

- 5.1 The Supplier shall sell to ISS with full title guarantee the Goods and Deliverables and shall ensure that each of the Goods and Deliverables it delivers to ISS:
- is new, of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended), of the best available design, and fit for any purpose held out by the Supplier or made known to the Supplier by ISS prior to or at the time ISS places the order;
 - is free from defects in design, material and workmanship; and
 - corresponds with the Contract and any relevant samples and the Specification.
- 5.2 The Supplier shall comply with all Applicable Laws concerning the Goods, including in relation to packaging, packing, delivery, sale and, where relevant, manufacture of the Goods.
- 5.3 The Supplier warrants and represents to ISS that:
- the Supplier will perform the Services in a good, safe and workmanlike manner, in accordance with Best Industry Practice and standards;



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- b) the Services and the Deliverables will conform with the Specification and with any service levels agreed by the Parties;
 - c) the Services will be provided in accordance with, and conform with the provisions of all Applicable Laws and the Supplier will inform ISS as soon as it becomes aware of any changes to those Applicable Laws; and
 - d) all personnel involved in the performance of the Services will be suitably skilled and experienced to perform the Services they provide.
- 5.4 The Supplier shall comply with the Policies when supplying the Goods and/or Services.
- 5.5 ISS' rights under these Conditions are in addition to the statutory terms implied in favour of ISS by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 and any other Applicable Laws.
- 5.6 The provisions of this Condition 5 (*Quality of Goods and / or Services*) shall survive any performance, acceptance or payment pursuant to a Contract and shall extend to any substituted or remedial services provided by the Supplier.
- 6 Delivery and Performance**
- 6.1 The Supplier shall deliver the Goods to and perform the Services at the delivery address specified by ISS on the date or within the period stated in the Timetable, in either case during Business Hours unless otherwise requested by ISS.
- 6.2 Time is of the essence as to the delivery of the Goods and/or the provision of the Services including any performance dates specified in the Timetable.
- 6.3 If the Supplier does not meet the Timetable or any of the Goods or Services are not supplied or performed in accordance with the Contract, or any specification or patterns provided ISS may, (without prejudice to any other rights it may have):
- a) require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract;
 - b) terminate the Contract in accordance with Condition 21.2(b) (*Termination for breach*) and require the repayment of any part of the Charges that ISS has paid to the Supplier whole or in part immediately without liability to the Supplier;
 - c) refuse to make payment in respect of the Services and/or Goods (as applicable) which the Supplier has failed to perform and/or deliver (as applicable) in accordance with the Timetable;
 - d) refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - e) purchase substitute services and/or goods from elsewhere and recharge all costs associated with such substitute services and/or goods to the Supplier;
 - f) hold the Supplier accountable for any related losses and additional costs incurred by any of the ISS Affiliates;
- g) have all sums previously paid by ISS to the Supplier under the Contract refunded by the Supplier to the extent to which these relate to the failure by the Supplier to perform its obligations in accordance with the Timetable; and/or
 - h) refuse to accept any further deliveries of the Goods but without any liability to the Supplier.
- 6.4 Each delivery or consignment of the Goods must be accompanied by:
- a) a delivery note quoting the purchase order number relating to the Contract;
 - b) a summary of the number of packages and content; and
 - c) in the case of part delivery, the outstanding balance remaining to be delivered.
- 6.5 The Supplier shall supply ISS in good time with any instructions or other information that is required to enable ISS to accept delivery of the Goods and performance of the Services.
- 6.6 If the Goods are to be delivered or the Services are to be performed by instalments, then the Contract shall be treated as a single contract and not severable.
- 6.7 If the Goods are delivered to ISS in excess of the quantities ordered, ISS shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 6.8 ISS shall not be deemed to have accepted any Goods or Services until it has had a reasonable time to inspect and/ or test them following delivery or performance or, if later, within a reasonable time after ISS becomes aware of any latent defect in the Goods or Services.
- 6.9 The Supplier acknowledges and agrees that if it considers, acting reasonably and in good faith, that ISS is not, or may not, be complying with any of its obligations under Condition 10 (*ISS' obligations*), it shall only be entitled to rely on this as relieving the Supplier's performance under the Contract:
- a) to the extent that it restricts or precludes performance of the Services and/or the delivery of the Goods by the Supplier; and
 - b) if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details of this to ISS in writing.
- 6.10 Any relief afforded to the Supplier under Condition 6.9 (*Relief of Supplier's obligations*) in relation to the performance of its obligations shall only subsist for the duration of the non-compliance of ISS with its obligations under Condition 10 (*ISS' obligations*). The Supplier shall use its best endeavours to continue to perform its obligations notwithstanding the non-compliance of ISS.
- 6.11 As soon as the period of ISS' non-compliance has ended the Supplier shall promptly perform its obligations under the Contract from which it was relieved in accordance with Condition 6.9 (*Relief of Supplier's obligations*).
- 7 Risk and Title**



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- 7.1 Risk of loss of or damage to the Deliverables and/or the Goods (as applicable) shall pass to ISS upon delivery of those items which shall be deemed to take place at the time at which an authorised representative of ISS has signed for the receipt of any Deliverables and/or Goods.
- 7.2 Title to the Deliverables and/or the Goods (as applicable) shall pass to ISS upon delivery, unless payment for the Deliverables and/or the Goods is made prior to delivery, in which case title to the Deliverables and/or the Goods (as applicable) shall pass to ISS at the time payment is made.
- 8 Acceptance of Deliverables**
- 8.1 The Supplier shall deliver the Deliverables to ISS in accordance with the Timetable.
- 8.2 Final acceptance of the Deliverables by ISS shall take place when all the Deliverables have been delivered to ISS and ISS has confirmed in writing to the Supplier that the Deliverables meet the requirements of the Specification.
- 8.3 If final acceptance of the Deliverables in accordance with Condition 8.2 (*Final acceptance*) has not taken place within 30 days of the date the Services are scheduled to be completed as set out in the Timetable, ISS shall be entitled to reject the Deliverables and terminate the Contract by giving written notice to the Supplier. On any such termination the Supplier shall return to ISS all sums paid to it by ISS in respect of those aspects of the Services for which ISS has not taken full value and, if not already invoiced, the Supplier shall not be entitled to submit an invoice for those aspects of the Services for which ISS has not taken full value.
- 9 ISS Affiliates' Assets**
- 9.1 ISS may make available to the Supplier certain of ISS' or ISS Affiliates' Assets to assist the Supplier in providing the Services and ISS hereby grants to the Supplier a non-exclusive, royalty-free, personal, non-assignable licence (with no right to sub-licence) for the duration of a Contract to use those assets for the purpose of providing the Services on the following terms:
- the Supplier shall promptly comply with any instructions, conditions and security requirements in relation to its use of those assets as ISS may notify to the Supplier from time to time;
 - the Supplier shall return those assets to ISS promptly on demand; and
 - the Supplier shall return those assets to ISS promptly on termination or expiry of the Contract.
- 10 ISS' Obligations**
- 10.1 ISS shall:
- provide reasonable cooperation to the Supplier in all matters relating to the Services and the Goods;
 - provide such access to the premises and other facilities as may reasonably be requested by the Supplier and agreed with ISS in writing in advance, for the purposes of the Supplier providing the Services and fulfilling its obligations under a Contract;
 - provide such information as the Supplier may reasonably request and as ISS considers reasonably necessary, in order to permit the Supplier to carry out the Services in a timely manner; and
 - inform the Supplier of all relevant and applicable health and safety rules and regulations and any other reasonable security requirements that apply at any of the premises at which the Services will be provided.
- 11 Charges and Payment**
- 11.1 ISS shall pay the Supplier the Charges as set out in the Contract.
- 11.2 The Charges:
- are exclusive of value added tax;
 - are inclusive of delivery costs, insurance and all other costs and expenses;
 - shall be fixed for the term of the Contract unless otherwise agreed in the Contract; and
 - shall be in Pounds Sterling.
- 11.3 The Supplier shall invoice ISS for the Charges at the frequency specified in the Contract (of, if this is not specified, monthly in arrears in respect of Goods and/or Services provided in that month).
- 11.4 Unless the Contract provides otherwise, all invoices submitted by the Supplier must refer to:
- the Goods and/or the Services and must include reasonable details of the way the invoice is calculated;
 - reference such supporting documentation as ISS may reasonably require;
 - display a valid purchase order number; and
 - not repeatedly use the same purchase order number except where this is against a specific line item on the purchase order or as otherwise agreed by ISS.
- 11.5 Without prejudice to any other rights or remedies under the Contract, ISS reserves the right to dispute or reject invoices received that do not display a valid purchase order number, or where the invoice does not match the purchase order number stated in terms of value or description.
- 11.6 Subject to Conditions 11.7 and 11.8 (*Disputes over charges*) or if so agreed otherwise in the Contract, ISS will pay invoices within 60 days of the date of the invoice.
- 11.7 If the amount of any invoice or any other sum payable under a Contract is subject to a bona fide dispute between the Parties, the following provisions shall apply:
- ISS shall pay to the Supplier, in accordance with these Conditions, all amounts not disputed in good faith by ISS;
 - ISS shall notify the Supplier as soon as is reasonably practicable after receiving an invoice and in any event within 15 Business Days after the date of its receipt of the relevant invoice of any disputed items describing in reasonable detail its reasons for



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- disputing each item (including the amount of the invoice that is disputed); and
- c) the Parties shall seek to reach settlement on the items that are the subject of the dispute in accordance with Condition 24 (*Dispute resolution*).
- 11.8 Upon resolution of any sum which ISS agrees to pay or it is determined that ISS shall pay (whether such agreed or determined sum is the amount originally invoiced or a different amount), that sum shall become payable by ISS within 21 Business Days of that agreement or determination (as the case may be).
- 11.9 Unless expressly agreed between the Parties in writing, if ISS fails to pay the Supplier on the terms specified in Condition 11.6 (*Payment period*) the Supplier shall be entitled to charge ISS interest on the outstanding amount at the rate of two per cent per annum above the Bank of England base lending rate from time to time, accruing on a daily basis from the time the outstanding amount becomes overdue until payment is made in full.
- 11.10 The Supplier shall not be entitled to rely on late payment by one ISS Group Member as a justification for suspending delivery of Goods and/ or Services under its contracts with other ISS Group Members.
- 11.11 ISS may retain or set off any sums owed to it by the Supplier which have fallen due and payable against any sums due to the Supplier under this agreement or any other agreement pursuant to which the Supplier or any of the Supplier Affiliates provide goods or services to any of the ISS Affiliates.
- 12 Audit**
- 12.1 ISS, its nominated auditors or, ISS' end-customer (where the Supplier's Goods and/or Services are provided as a subcontractor to ISS to that end-customer) may, during Business Hours and on reasonable notice, inspect the Supplier's financial, administrative or any other records relating to the provision of the Goods and/or the Services.
- 12.2 ISS may take copies of those records to verify the information provided by the Supplier.
- 12.3 ISS' rights under this Condition 12 (*Audit*) shall remain in force for six months after termination of the Contract.
- 13 Ownership of Rights**
- 13.1 In this Condition 13 (*Ownership of Rights*), these terms shall have the following meanings:
- Background IPR** means any Intellectual Property Rights (other than Newly Developed IPR) belonging to either ISS or the Supplier before the commencement date of the Contract or not created in the course of performance of obligations under or in connection with the Contract.
- Newly Developed IPR** means all Intellectual Property Rights that arise or are obtained or developed by either ISS or the Supplier in respect of the Services or Deliverables to be provided in the course of performance of obligations under or in connection with the Contract.
- Supplier's Team** means the Supplier, its employees, consultants, agents and subcontractors which the Supplier engages in any way in relation to the supply of the Services or the Goods.
- Third Party IPR** means any Intellectual Property Rights not belonging to either ISS or the Supplier but used by the Supplier in the creation or delivery Deliverables and/or in the course of performance of obligations under or in connection with the Contract.
- 13.2 All Background IPR and Third Party IPR are and shall remain the exclusive property of the party owning it.
- 13.3 The Supplier shall inform ISS of all Background IPR it intends to use during the term of the Contract.
- 13.4 The Parties makes the following warranties:
- a) Each Party warrants that their Background IPR does not, so far as it is aware, infringe the rights of any third party and is not the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.
- b) The Supplier warrants that the provision of the Services, the Deliverables and/or the Goods do not and will not infringe any Third Party IPR.
- c) The Supplier warrants that it has in place contractual arrangements with all members of the Supplier's Team assigning to the Supplier their Intellectual Property Rights and waiving their moral rights (if any) in the Deliverables such that the Supplier can enter the assignments, licences and waivers set out in this Condition 13 (*Ownership of Rights*).
- 13.5 The Supplier shall:
- a) assign to ISS with full title guarantee by way of present and future assignment all its right, title and interest in and to the Newly Developed IPR;
- b) procure the waiver in favour of ISS of all moral rights arising under the Copyright, Designs and Patents Act 1988, as amended or revised, or any similar provisions of law in any jurisdiction, relating to the Deliverables; and
- c) grant to ISS an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Supplier's Background IPR included in the Deliverables, including a right for ISS to sub-licence this right to any third party; and
- d) obtain all licences, permissions or consents in connection with any Third Party IPR required by the Supplier and ISS for use of the Deliverables (such licences, permissions or consents to be in writing, copies of which the Supplier shall provide to ISS on request).
- 13.6 ISS grants to the Supplier a royalty-free, revocable, non-exclusive, worldwide right and licence to use the Newly Developed IPR and ISS' Background IPR in, and to the extent necessary for, the performance of the Services and / or delivery of the Goods.
- 14 IPR infringement**
- 14.1 Each Party shall promptly give written notice to the other Party of any actual, threatened or suspected infringement of the Newly Developed IPR or the other Party's Background IP.



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- 14.2 The Supplier shall promptly notify ISS if any claim or demand is made or action brought against the Supplier for infringement or unauthorised Use or disclosure, or alleged infringement or unauthorised Use or disclosure, of any Intellectual Property Right which may affect the Use of any of the Goods or any of the Services (including any Deliverable) or any part thereof.
- 14.3 The Supplier shall indemnify ISS from and against all liabilities, losses, damages, costs and expenses suffered or incurred by any of the ISS Affiliates (including legal expenses and disbursements on a solicitor and client basis) arising out of or in connection with:
- any claim, proceedings or suit alleging that the Use by any of the ISS Affiliates or any licensee, agent, distributor or customer of any of the ISS Affiliates of any of the Services (including any Deliverables) or part thereof, either on its own or as part of any product, infringes, or constitutes the unauthorised use or disclosure of, any Intellectual Property Rights owned by, or licensed to, any third party; and
 - any claim, proceedings or suit alleging that the Use by any of the ISS Affiliates or any licensee, agent, distributor or customer of any of the ISS Affiliates of any of the Goods or part thereof, either on their own or as part of any product, infringes, or constitutes the unauthorised use or disclosure of, any Intellectual Property Rights owned by, or licensed to, any third party.
- 14.4 If a claim or demand is made or action brought to which Condition 14.3 (*IPR indemnities from the Supplier*) applies, ISS may request that the Supplier, at the Supplier's own expense:
- modify the applicable Goods, Services (including the Specification), Deliverables or any part thereof without reducing the quality, performance or functionality of the Goods and/or Services or Deliverables in question, or substitute goods and/or deliverables of equivalent performance and functionality for the Goods and/or Deliverables (or any part thereof) so as to avoid the infringement or unauthorised use or disclosure, or the alleged infringement or unauthorised use or disclosure, provided that (i) these Conditions apply mutatis mutandis to the modified or substituted Goods and/or Services and/or Deliverable; and (ii) the modified or substituted Good and/or Service and/or Deliverable is acceptable to ISS;
 - procure for ISS (or such other party as ISS determines) a licence to use the Goods and/or Services or Deliverables or any part thereof on terms acceptable to ISS;
 - take such other action as ISS may propose to avoid or settle such claim, demand or action and the Supplier shall comply as soon as practicable with such a request; and
 - provide to each of the ISS Affiliates all reasonable assistance for the purpose of contesting any claim or demand made or action brought against ISS Affiliates.
- 15 **General Indemnities**
- 15.1 The Supplier shall indemnify ISS from and against all liabilities, losses, damages, costs and expenses suffered or incurred by any of the ISS Affiliates (including legal expenses and disbursements on a solicitor and client basis) arising out of or in connection with:
- the Supplier's breach of any of the provisions of the Contract;
 - any loss of or damage to any property, or the death or personal injury of any employee of the Supplier, or its agents or sub-contractors or any other person to the extent arising as a result of the negligence or wilful acts or omissions of the Supplier in relation to the performance of its obligations under the Contract; and
 - any breach by the Supplier of its confidentiality, data handling, data security and data protection obligations under the Contract and Applicable Law (including any claims in respect of same).
- 15.2 The Supplier shall, at the request of ISS and at the Supplier's own cost, provide to each of the ISS Affiliates all reasonable assistance for the purpose of contesting any claim or demand made or action brought against ISS Affiliates to which this Condition 15 (*General Indemnities*) applies.
- 16 **Insurance**
- 16.1 For the term of the Contract and for three years thereafter the Supplier shall maintain the following insurance cover with a reputable insurer:
- employer's liability insurance with a minimum per claim limit of £10,000,000 (ten million Great British Pounds) and a maximum excess limit per claim of £1,000 (one thousand Great British Pounds);
 - public liability insurance with a minimum per claim limit of £5,000,000 (five million Great British Pounds) and a maximum excess limit per claim of £1,000 (one thousand Great British Pounds); and
 - any other insurance policies as specified in the Contract which must have minimum per claim limit of £5,000,000 (five million Great British Pounds) and a maximum excess limit per claim of £1,000 (one thousand Great British Pounds) or any other limit as specified by ISS from time to time.
- 16.2 The Supplier shall provide copies of the relevant policies to ISS on request.
- 16.3 No Charges shall be paid by ISS until ISS has received evidence of the policies referred to in this Condition 16 (*Insurance*), and evidence that premiums have been paid, which is satisfactory to ISS, acting reasonably (and the Supplier shall provide such evidence on demand).
- 17 **Data Protection**
- 17.1 For the purposes of this Condition 17 (*Data Protection*), (i) **controller** and **personal data** have the meaning as set out in **Data Protection Legislation**; and (ii) **Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of



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- personal data (including, without limitation, the privacy of electronic communications).
- 17.2 Each party acknowledges that:
- for the purposes of the Data Protection Legislation, they are each a controller; and
 - they will each regularly disclose to the other party personal data which they collect for the purposes of communicating with each other pursuant to a Contract.
- 17.3 Each party shall, at its own expense, ensure that it complies and assists the other to comply with all obligations imposed on a controller under the Data Protection Legislation.
- 18 **Confidential Information**
- 18.1 For the purposes of this Condition 18 (*Confidential Information*) Confidential Information means all information which is marked "confidential" or is of a confidential nature, disclosed by whatever means by one Party (**Disclosing Party**), either directly or through any person associated with the Disclosing Party, to another Party (**Recipient**) in connection with the Contract and includes the terms of the Contract.
- 18.2 The Recipient shall keep and procure that each of its Affiliates shall keep, the Confidential Information confidential and not disclose it to any person other than as permitted under this Condition 18 (*Confidential Information*).
- 18.3 The Recipient may only use the Confidential Information for the purposes of exercising rights and performing obligations under the Contract. The Recipient may provide its employees, directors and professional advisers (**Permitted Users**) with access to the Confidential Information on a strict "need-to-know" basis only. The Recipient shall ensure that each of its Permitted Users is made aware of the obligations of confidentiality assumed by it under the Contract and shall use its reasonable endeavours to ensure that the Permitted User complies with those obligations as if it was a party to those documents.
- 18.4 Information shall not be, or shall cease to be, Confidential Information where:
- it is in the public domain other than as a result of a breach of this Condition 18 (*Confidential Information*); or
 - it is independently developed by the Recipient without use of the Disclosing Party's Confidential Information.
- 18.5 The Recipient and each Permitted User may disclose Confidential Information where the Recipient or that Permitted User is required to do so by:
- any law or regulation of any country with jurisdiction over the affairs of the Recipient;
 - the rules of any competent regulatory or other governmental authority with jurisdiction over the affairs of the Recipient or Permitted User; or
 - any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body.
- 18.6 In the circumstances set out in Condition 18.5 (*Permitted disclosure*), the Recipient shall, to the extent reasonably practicable and permitted by the relevant law, regulation, rules or body, afford the Disclosing Party prompt advance written notice of the disclosure and co-operate with the Disclosing Party regarding the timing and content of the disclosure and any action which the Disclosing Party may reasonably wish to take to challenge the validity of the requirement.
- 18.7 The Supplier shall ensure that no media releases, public announcements or public disclosures about the Contract or its or their subject matter are made by it, its employees, agents or sub-contractors without the prior written approval of ISS.
- 19 **Compliance**
- 19.1 **General**
- In performing its obligations under the Contract, the Supplier shall:
 - comply with all Applicable Laws and the Policies; and
 - include in its contracts with its subcontractors provisions that require subcontractors to comply with all Applicable Laws and the Policies.
 - The Supplier shall monitor its compliance with the Applicable Laws and the Policies and shall report any breaches (actual or suspected) as soon as possible to ISS.
 - If the Supplier breaches the obligations in Condition 19.1(a) (*General Compliance*), ISS may either:
 - immediately terminate the Contract on written notice; or
 - require the Supplier to produce a remediation plan and present it to ISS within three Business Days. If the Supplier fails to produce the plan within the timeframe or fails to implement it within a reasonable time, ISS may immediately terminate the Contract on written notice.
 - If a subcontractor has been involved in an incident that would constitute a breach of Condition 19.1(a)(i) (*Compliance with Applicable Laws and Policies*), ISS may:
 - require the Supplier to terminate its relationship with that subcontractor; and
 - immediately terminate the Contract on written notice.
 - The Supplier shall implement a system of training for its employees to ensure compliance with Applicable Laws and the Policies.
 - The Supplier shall permit ISS and its third party representatives, on reasonable notice during Business Hours but without notice in case of any reasonably suspected breach of Condition 19.1(a) (*General Compliance*) to have access to and take copies of the Supplier's records and any other information and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under Condition 19.1(a) (*General Compliance*).



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- g) The Supplier represents and warrants that at the date of the Contract:
- (i) its responses to ISS' supplier on-boarding questionnaire complete and accurate; and
 - (ii) neither the Supplier nor any of its officers, employees or other persons associated with it: (i) has been convicted of any offence involving slavery and human trafficking; and (ii) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 19.2 **Sanctions**
- In this Condition 19.2 (*Sanctions*): (i) **Economic Sanction Laws** means all applicable laws, statutes, regulations and codes relating to economic sanctions as applicable to the Parties that are in force from time to time; and (ii) **Sanctioned Targets** means individuals, entities or countries that are subject to Economic Sanction Laws from time to time.
- a) Without prejudice to the generality of Condition 19.1 (*General Compliance*), during the term of each Contract, the Supplier shall:
- (i) comply with all Economic Sanction Laws and ISS' policies on sanctions;
 - (ii) not have any dealings, directly or indirectly, with Sanctioned Targets and those that are known to be connected to Sanctioned Targets;
 - (iii) not enable or facilitate the commissioning of any such dealings referred to in (ii) above;
 - (iv) ensure that its actions would not put ISS in breach of any Economic Sanction Laws;
 - (v) continuously monitor the Economic Sanction Laws and Sanctioned Targets and inform ISS if any entity connected to the Supplier becomes a Sanctioned Target; and
 - (vi) ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in the performance of the Supplier's obligations under a Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Condition 19.2 (*Sanctions*).
- b) Without prejudice to any other termination rights in these Conditions, ISS may terminate a Contract with immediate effect in accordance with Condition 21.1 (*Termination notices*) if:
- (i) the Supplier or any of its Affiliate becomes a Sanctioned Target;
 - (ii) the Supplier breaches any of its obligations in Condition 19.2(a) (*Sanctions obligations*); or
 - (iii) ISS reasonably believes that the Supplier or any of its Affiliate is about to become a Sanctioned Target, or that the Supplier or its Affiliate is about to breach the obligations in 19.2(a) (*Compliance obligations*), and that continued association with the Supplier may result in ISS suffering reputational harm.
- 20 **Subcontractors and Supply Chain**
- 20.1 The Supplier shall not subcontract its obligations under the Contract without the prior written consent of ISS.
- 20.2 The Supplier shall provide ISS with a copy of any proposed subcontract, together with any other information that ISS' customer may reasonably require about the proposed subcontractor.
- 20.3 To facilitate compliance within the supply chain, the Supplier shall:
- a) implement appropriate due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains to verify that these parties are complying with the Applicable Laws and the Policies (including that there are no slavery or human trafficking practices in its supply chain);
 - b) not purchase any resources, raw materials or livestock that has been sourced from producers, farmers or manufacturers that use forced labour in its operations and farming practices;
 - c) maintain a complete set of records to trace the supply chain of all Goods and Services provided to ISS in connection with the Contract; and
 - d) permit ISS and its third party representatives, on reasonable notice during Business Hours but without notice in case of any reasonably suspected breach of Condition 20.3 (*Subcontractors and Supply Chain*) to have access to and take copies of the Supplier's records and any other information to audit the Supplier's compliance with its obligations under this Condition 20 (*Subcontractors and Supply Chain*).
- 21 **Termination**
- 21.1 **Termination notices.** For the purposes of this Condition 21 (*Termination*), a notice to terminate a Contract must be served as follows:
- a) if by post, in accordance with Condition 26 (*Notices*); or
 - b) if by email, in accordance with Condition 26 (*Notices*) and a copy of that notice must also be sent by post in accordance with Condition 26 (*Notice*). An email notice on its own shall not constitute a valid notice under this Condition 21 (*Termination*).
- 21.2 **Termination by ISS.** ISS may:
- a) at any time, terminate a Contract without cause by giving the Supplier one month's written notice the address specified in the Contract;
 - b) terminate a Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of a provision of a Contract which is not remediable or, if remediable, is not remedied within 48 hours after ISS has given written notice to the Supplier requiring that breach to be remedied; and



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- c) any time by notice in writing to the Supplier terminate the Contract as from the date of service of that notice in the event that: (i) there is a change of Control of the Supplier; or (ii) ISS has reasonable grounds to believe that the Supplier is or may become unable to pay its debts as they fall due, whether by reason of its credit score or otherwise.
- 21.3 **Termination by the Supplier.** The Supplier may, at any time terminate a Contract without cause by giving ISS not less than three months' written notice to ISS.
- 21.4 **Termination for insolvency.** Either Party may terminate a Contract with immediate effect by giving written notice of that termination to the other Party at any time on or after the occurrence of any of the following events:
- a) a receiver, liquidator or administrator is appointed for the other Party or the other Party passes a resolution for the appointment of a liquidator (other than (in any such case) a voluntary winding-up of a solvent company for the purposes of amalgamation or reconstruction); an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party or notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986); the other Party takes steps to enter into a company voluntary arrangement, a scheme of arrangement under Part 26 Companies Act 2006 or any analogous compromise or arrangement (whether formal or informal) with any of its creditors (other than (in any such case) a voluntary winding-up of a solvent company for the purposes of amalgamation or reconstruction); any substantial part of the assets of the other Party is the object of attachment, sequestration or other type of comparable proceeding; the other Party is unable or admits in writing its inability to pay its debts as they fall due; or the other Party suffers or takes any similar or analogous action in any jurisdiction in consequence of debt; or
- b) the other Party ceases to carry on its business or a substantial part of it.
- 22 **Effects of Termination or Expiry**
- 22.1 The expiry of termination of a Contract for any reason shall not prejudice or affect any right of action or remedy, obligations or liabilities of the Parties that have accrued up to the date of termination
- 22.2 On the expiry or termination of a Contract, all other Contracts between the Parties as at the date of termination shall continue in full force and effect for the remainder of their respective term(s), unless ISS exercises its right to also terminate each other Contract.
- 22.3 On the expiry or termination of a Contract for any reason:
- a) in respect of the Goods and/or Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable in accordance with Condition 11.6 (*Charges and payment*).
- b) the Supplier shall promptly deliver to ISS all Goods that are undelivered and all work completed and/or in progress;
- c) the Supplier shall, if requested by ISS, provide all reasonable exit or handover assistance to ISS (or a new supplier) to ensure a smooth exit or transition, the price for such assistance to be agreed between the parties;
- d) all licences and rights granted to the Supplier under Condition 13.6 (*Ownership of rights*) will automatically terminate;
- e) each Party shall (and where necessary shall procure that any of its relevant employees, agents and sub-contractors shall) promptly return to the other Party all property belonging to the other Party then in its possession, including all Confidential Information, relating to that Contract; and
- f) ISS shall have the option to purchase from the Supplier, at a fair price to be agreed between the Parties, any equipment owned and used by the Supplier in the provision of the Services under that Contract (**Equipment**). ISS may exercise all or any part of the option within 20 Business Days of the effective date of termination of the Contract. To the extent that this option is exercised, the Supplier shall deliver the relevant Equipment (at its risk and expense) to ISS and invoice ISS for the Equipment and ISS shall pay the agreed price for the Equipment to the Supplier within 45 Business Days of delivery of the Equipment or receipt of the invoice, whichever is the later.
- 22.4 If the Supplier fails to fulfil its obligations under Condition 22.3(b) (*Delivery of undelivered Goods*) and/or Condition 22.3(e) (*Return of confidential information*) ISS may enter the Supplier's premises and take possession of any items which should have been provided and/or returned under these conditions. Until these items have been provided or returned (as applicable) to or repossessed by ISS, the Supplier shall be solely responsible for their safe keeping.
- 22.5 If as a result of the Supplier ceasing to provide all or any part of the Services and ISS or a replacement provider providing the same or substantially the same services instead, the employment of any person engaged in the provision of the Services transfers by operation of law to ISS or the replacement provider then the Supplier shall indemnify, keep indemnified and hold harmless ISS from and against all losses, costs (including legal costs on a solicitor and client basis), damages and expenses suffered or incurred by ISS and/or any replacement provider arising out of or in connection with the transfer, including, all losses, costs (including legal costs on a solicitor and client basis), damages and expenses suffered or incurred by ISS and/or the replacement provider arising out of or in connection with:
- a) any act or omission by any employer of any person whose contract of employment transfers by operation of law to ISS or the replacement provider (**Relevant Person**) and which gives rise to a liability to any person and which is deemed an act or omission of ISS or the replacement provider by operation of law;



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- b) any claim by any person that their engagement has or should have transferred to ISS or the replacement provider by operation of law;
- c) any act or omission of ISS or the replacement provider which gives rise to a claim by a Relevant Person; and/or
- d) the termination of any Relevant Person's contract of employment by ISS or the replacement provider.
- 22.6 The termination of a Contract shall not of itself give rise to any liability on the part of ISS to pay any compensation to the Supplier including for any loss of profits.
- 22.7 Condition 1 (*Definitions and interpretation*), Condition 11 (*Charges and payment*), Condition 12 (*Audit*), Conditions 14.3 and 14.4 (*IPR indemnity*), Condition 15 (*General indemnities*), Condition 16 (*Insurance*), Condition 18 (*Confidential information*), Condition 22 (*Effects of expiry or termination*), Condition 24 (*Dispute resolution*), Condition 29 (*Non-solicitation*), Condition 32.1 (*Third party rights*), Condition 32.3 (*Waiver*), Condition 32.4 (*Remedies cumulative*) and Condition 32.7 (*Governing law and jurisdiction*) shall survive the expiry or termination of a Contract (however arising), as will any other term of condition which by its nature is intended to survive termination.
- 23 **No Partnership or Agency**
- 23.1 Nothing in the Contract is intended to, or shall operate to, create a partnership, agency or employee/employer relationship 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).
- 23.2 Each Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify ISS for and in respect of:
- a) any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify ISS against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by ISS and/or any other member of the ISS Affiliates in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
- b) without prejudice to the provisions of Condition 22.5 (*Transfer of employees to ISS*), all losses, costs (including legal costs on a solicitor and client basis), damages and expenses suffered or incurred by ISS arising out of or in connection with any employment-related claim or any claim based on worker status brought by any person against ISS and/or any other member of the ISS Affiliates arising out of or in connection with the provision of the Services (including any claim brought under or in connection with the Transfer of Undertakings (Protection of Employment) Regulations 2006).
- 24 **Dispute Resolution**
- 24.1 The Parties shall use their reasonable endeavours to settle all disputes or controversies (**Dispute**) which arise out of or in connection with a Contract by means of good faith negotiation and internal escalation within their respective organisations for a period of 30 days from the date on which the Dispute is first raised by a Party by notice in writing to the other Party.
- 24.2 If the Parties are unable to resolve the Dispute, either Party may make a request (a **Request**) to refer the Dispute to mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure as follows:
- a) the mediation shall be conducted by a single mediator who shall be appointed by agreement in writing between the Parties or, if the Parties are unable to agree on the identity of the mediator within 14 days after the date of the Request, or if the mediator nominated by the Parties for appointment is or becomes unable or unwilling to act, the mediator shall be appointed by the Centre for Dispute Resolution on the application of any Party to the Dispute;
- b) the mediation shall be conducted in London, England and in the English language;
- c) save for the purposes of implementing and/or enforcing a written legally binding settlement agreement or as otherwise required by law, the mediation shall be conducted without prejudice to the rights of the Parties in any future proceedings; and
- d) the costs of the mediation, including the fees and expenses of the mediator (but excluding the Parties' own costs, which shall be borne by the Party incurring those costs), shall be borne equally by the Parties, unless otherwise agreed in writing.
- 24.3 Either Party may commence legal proceedings in respect of any Dispute which the Parties are unable to resolve within 30 days from the date on which the Dispute is first referred to mediation in accordance with the provisions of Condition 24.2 (*Referral to mediation*).
- 24.4 The provisions of this Condition 24 (*Dispute resolution*) are without prejudice to either Party's right to seek interim relief against the other Party (such as an injunction) through the English courts to protect its rights and interests, or to enforce the obligations of the other Party.
- 25 **Force Majeure**
- 25.1 For the purposes of this Condition 25 (*Force majeure*), **Force Majeure Event** means any acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes (whether involving the workforce of ISS or any other party), the insolvency or similar event of any third party to which the Goods and/or the Services relate and/or to which the Goods and/or the Services are being provided, failure of a utility service or transport network, act of God, pandemic, epidemic, war, riot, civil commotion, malicious damage, compliance with any law or



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- governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, tsunami, storm or default of suppliers or sub-contractors.
- 25.2 ISS reserves the right to defer or suspend the date for delivery and/or performance of, and/ or payment for, the Goods and/or Services, or to amend or terminate a Contract, if it is prevented from, limited in or delayed in, carrying on its business by a Force Majeure Event occurring.
- 25.3 If a Force Majeure Event substantially affects the Supplier's ability to perform its obligations under the Contract, the time for performance for such obligations shall, subject to agreement with ISS, be extended accordingly. If the period of delay or non-performance continues for four weeks, ISS may terminate the Contract by giving the Supplier one month's written notice.
- 26 Notices**
- 26.1 Any notice given by a Party under a Contract shall be in writing and shall be sent by one of the following methods:
- a) Delivered by hand or by prepaid first-class post or other next working day delivery service as follows:
- | | |
|-----------|--|
| ISS: | Velocity 1, Brooklands Drive, Weybridge, Surrey, KT13 OSL, marked for the attention of (a) the Head of Catering, Hard Facilities Management, Indirect or Fleet Services (as applicable); and (b) the Director of Supply Chain & Procurement. |
| Supplier: | At the address as specified in the Contract. |
- b) Sent by email as follows:
- | | |
|-----------|---|
| ISS: | Procurement.ISSUK@uk.issworld.com , for the attention of (a) the Head of Catering, Hard Facilities Management, Indirect or Fleet Services (as applicable); and (b) the Director of Supply Chain & Procurement. |
| Supplier: | At the email address as specified in Contract. |
- 26.2 A notice shall be deemed to have been received:
- a) if delivered by hand, at the time the notice is left at the address specified in Condition 26.1 (*Address for notices*); or
- b) if sent by prepaid first-class post or other next working day delivery services, at 10.00am on the second Business Day after posting; or
- c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, at 10.00am on the next Business Day, unless the sender receives an email stating that the email has not been transmitted is received.
- 26.3 This Condition 26 (*Notices*) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 27 Electronic Transactions**
- 27.1 If the Parties so agree, transactions for the purchase of the Goods and Services shall be performed in whole or in part by electronic means. These transactions may be performed either through an external electronic marketplace (**Electronic Market**) with which the Parties shall adhere to by contracting with the Electronic Market provider, or through any other electronic means. Further terms regarding the use of electronic means for the performance of a Contract may be provided by ISS. Transactions based on an electronic quotation and/or order form shall not be exclusive of any other form of purchase between ISS and the Supplier and these conditions shall equally apply to transactions completed by electronic means.
- 27.2 Where a transaction is performed through electronic means, both Parties are deemed to act in full knowledge of the technical specifications (or, by joining the Electronic Market, the Parties are deemed to have accepted its technical specifications) aimed at ensuring the identification, integrity and generally the security of correspondence between them.
- 27.3 Consequently, unless otherwise provided for in the Contract, the electronic registers stored on the computer systems of the Electronic Market provider or, failing that, on ISS' computer system (which shall have adequate security protection), are agreed to be conclusive evidence of the entire electronic correspondence between the Parties, and, as the case may be, of the payments made. In particular, if a time or date limit is set for a particular action, only the computer dating system of the Electronic Market provider or failing that, of ISS' computer systems shall be valid.
- 27.4 The Parties waive all rights to question the appropriateness of or to challenge the validity of any contractual undertaking conducted by way of exchange of electronic correspondence where such correspondence is stored in the form set out above.
- 28 Assignment and Other Dealings**
- 28.1 The Supplier may not assign, transfer, charge or deal in any manner with a Contract or any of its rights under the same or sub-contract or delegate any or all of its obligations under a Contract without the prior written consent of ISS.
- 28.2 The Supplier shall in all cases act as principal in respect of a Contract and shall be responsible and liable for the acts and omissions of its employees, agents and sub-contractors.
- 28.3 ISS shall be free to assign, sub-contract, transfer or otherwise dispose of all or any of its rights or obligations under a Contract without the consent of the Supplier.
- 28.4 Without prejudice to the generality of Condition 28.3 (*ISS' assignment rights*), if an ISS customer contract (or part thereof) is terminated or expires, or there is a reduction in supplies under an ISS customer contract, in either case such that the ISS customer or a third party replacement supplier takes over the relevant supplies from ISS, ISS shall be entitled, on giving notice to the Supplier (and without incurring any liability to the Supplier), to novate any leasing or hire agreements or arrangements which it has with the Supplier relating to the ISS customer (under the Contract or otherwise) to the relevant ISS customer or third party replacement



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- supplier. With effect from the date of novation, the relevant leasing or hire agreements or arrangements shall continue in force as between the Supplier and the ISS customer or third party replacement supplier (as relevant), and ISS shall have no further liability to the Supplier or otherwise in relation to such agreements or arrangements.
- 29 Non-Solicitation**
- 29.1 For the duration of a Contract and for the period of 6 months thereafter neither Party shall actively solicit or entice away (or seek to attempt to entice away) from the employment of the other Party any person employed (or any person who has been so employed in the preceding six months) in connection with the provision of the Services, the supply of the Goods or the management of the Contract. This Condition 29 (*Non-solicitation*) shall not apply to unsolicited responses by employees to general recruitment advertising.
- 30 Entire Agreement**
- 30.1 The Contract together with any documents referred to in them or made under them constitutes the entire agreement between the Parties in relation to their subject matter and supersede all previous negotiations, agreements and commitments with respect thereto.
- 30.2 Each Party acknowledges that in entering into a Contract, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in a Contract.
- 31 Changes to the Goods and/or the Services**
- 31.1 ISS shall be entitled to request in writing that the Supplier make changes to the Goods and/or Services as initially defined in the Contract.
- 31.2 The Supplier shall inform ISS as soon as possible (and in any event no later than seven calendar days following ISS' request for changes to the Goods and/or the Services) of any new performance and/or delivery date, of any impact on the cost of the Goods and/or the Services and more generally any other effect on the Contract arising directly from said changes.
- 31.3 The Supplier shall only implement the changes if both Parties have signed a written amendment to the Contract.
- 32 Miscellaneous**
- 32.1 **Third party rights.** Save as expressly provided in these Conditions or a Contract, a person who is not a Party to the Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 32.2 **Partial illegality.** If any provision of a Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision shall be severed and the remainder of the provisions of a Contract shall continue in full force and effect as if it had been executed with the invalid, illegal or unenforceable provisions eliminated.
- 32.3 **Waiver.** No delay by either Party in enforcing the provisions of a Contract shall prejudice or restrict the rights of that Party nor be construed or deemed to be a waiver of any of that Party's rights and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach.
- 32.4 **Remedies cumulative.** The rights and remedies provided under a Contract are in addition to, and not exclusive of, any rights or remedies provided by law. All remedies available to a Party for breach of Contract are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 32.5 **Variations.** No amendment to or variation of a Contract shall be effective unless made in writing and signed by a duly authorised representative of each of the Parties.
- 32.6 **Non-Exclusivity and minimum order.** The existence of a Contract does not confer any exclusivity in favour of the Supplier nor does it give Supplier any right to a minimum level or volume of Goods and /or Services.
- 32.7 **Governing law and jurisdiction.** The Contract and all matters, disputes and claims (including non-contractual disputes and claims) arising under or in connection with it shall be governed by and interpreted in accordance with the laws of England and each of the Parties submits to the exclusive jurisdiction of the courts of England in respect of such disputes and claims.