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Definitions

Agreement: Terms of business Agreement signed by Claimdesk Limited (CDL) and the Subcontracting Company (SCC) and the CDL SCC application form signed by the SCC which is hereby incorporated.

SCC operative: The engineer employed by the SCC to carry out repair work under this Agreement.

Betterment: Parts or conditions exceeding original specification.

Completion: The date when the SCC informs CDL to confirm the job is complete or, in the event of a dispute, as determined by CDL at their absolute discretion.

Customer: The owner, tenant, or resident at the address at which the repair or maintenance work is to be carried out and will be identified on CDL instruction to the SCC on their Job Ticket.

Data Subject: an individual who is the subject of Personal Data.

Insured job: A Job Ticket issued by CDL under the policy terms of an insured Customer. CDL takes responsibility for payment of this planned maintenance work up to a specified limit (parts and labour inclusive of VAT).

Personal Data: means any information relating to an identified or identifiable natural person that is processed by the SCC as a result of, or in connection with, the provision of the services under the Master Agreement; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing, processes, process: either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes, or process. It includes any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.

Rates: The monetary Rates at which the SCC accepts and abides by the agreed rates.

Remedial work: Corrective work required to bring the installation or property to the required standards.

Service levels: Set timescales for the SCC to communicate with the Customer and CDL. Also, refers to the set time period to attend the Site or complete the necessary work, in accordance with the Job Ticket.

Site: The address as instructed by CDL at which the work is to be undertaken in accordance with the Job Ticket.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Uninsured work: A Job Ticket issued by CDL for repair work that the Customer is to pay for and where the Customer may need to pay an additional amount for labour and parts directly to CDL

Job Ticket: The written authorisation/job sheet or instruction to carry out works on behalf of CDL.

1 SCC commitment

The SCC will provide a responsible, suitably qualified and designated person responsible for each Job Ticket or stage of works and to act as the SCC's authorised agent.

The SCC commits under the terms of this Agreement to follow all specified requirements indicated on the Job Ticket and agrees to contact CDL immediately if there is any element of doubt regarding CDL instructions. The SCC must seek instruction from CDL with regards to issues where the SCC is unsure of any issue of liability.

The SCC will not under any circumstances issue works or sub-contract the works to another party outside of this Agreement.

The SCC must provide the following Service levels:

- Provide a service Monday to Friday 9am – 5.30pm except bank holidays.

2 Works to be undertaken

The SCC will be required to provide under the terms of this Agreement:

- Carry out annual boiler services

The above is to be undertaken in accordance with the Service levels contained in this Agreement.

The SCC will maintain full and adequate records including information in respect of all service work and parts provided. The records will be kept by the SCC for a minimum period of six years from Completion.

2.1 Practicability of the works

The SCC shall be deemed to have made a full and independent inspection and investigation of the nature and extent of the works necessary upon attending the Site and before exercising any Job Ticket. The SCC shall be satisfied that the proposed work is adequate, practicable and made necessary by reason of an insured peril under the Customer's insurance policy as notified by CDL and is consistent with the advice of the Job Ticket. Any significant or material differences are to be reported to CDL immediately for further instructions.

2.2 Nature and permanence of the works

All boiler servicing works should be in accordance to industry standards, step by step checklist should be followed and documented.

2.3 Direct instructions from third parties

The SCC shall not accept instructions, written or otherwise, from the Customer or other third-parties as part of CDL Job Ticket. CDL will not be liable for any costs incurred in undertaking works instructed by the Customer or any other party, nor any consequential losses or underpayment to the SCC on CDL Job Ticket as a result of difficulties arising from works instructed independently.

2.4 Keeping CDL and the Customer informed

The SCC will keep CDL and the Customer informed of the works timetable particularly where parts are required to complete the work and agree any subsequent amendments. Should the SCC not adhere to the Service levels set out in this Agreement, CDL reserves the right to apply relevant compensation payments (see section 4.5).

2.5 Work not covered

In the event of the requested work not being covered by the insurance policy (terms and conditions – what is not covered) the SCC may charge an abortive call out fee to CDL of £25.00 plus VAT.

2.5.1 Abortive call

Where the Customer is not in attendance at a pre-arranged Site visit or a responsible adult aged 18 years or over is not on Site and entry to the property is not possible, the SCC must notify CDL immediately by telephone from Site so that CDL can attempt to contact the Customer direct whilst the SCC is on Site. If the Customer cannot be contacted, the SCC must complete and post a service card through the Customer's letterbox, in addition the SCC must take a photograph of the property which should include the front door as evidence of attendance. In these circumstances the SCC may charge an abortive call out fee to CDL of £25.00 plus VAT.

2.6 Recall requests

Any recalls to works carried out by the SCC within one month of Completion of the original work are non-chargeable. No-availability or non-attendance to such request by CDL will result in the original SCC invoice for the job being reclaimed (if paid) or cancelled (if unpaid).

2.7 Replacement parts

Any parts replaced will be new and at least equal to the original manufacturers specification or British Standards specification whichever is relevant. Replaced parts will be left on Site as specified on the Job Ticket for inspection by CDL before a claim is settled (excluding water cylinders, radiators and heat exchangers unless requested otherwise by CDL).

Any mark up on parts must be agreed by CDL and will be no more than trade price. Where it is necessary for CDL to provide the parts direct from its own source then CDL must only be charged the labour element for fitting.

Replacement parts provided by the Customer are not permitted.

CDL must be notified immediately if parts are not received and fitted by the SCC within 2 days.

3 Accounts and invoicing

1.1 Preparation and submission of invoices

The Job Ticket/invoice request must be returned upon Completion showing the works reference number. The SCC may also attach their own invoice. Failure to return the fully completed Job Ticket/invoice request may result in it being rejected or returned by CDL without payment.

Each invoice submission is to contain the following:

1. Customer name
2. Occupier
3. Property address/location of the work
4. Job reference number
5. The scope of works as notified to the Customer and any subsequent amendment
6. Materials used and cost
7. Agreed labour Rates
8. Total cost
9. VAT applicable and any VAT exemption

4. Payment

All valid invoices are subject to final approval upon submission to CDL.

The SCC shall present the Job Ticket/invoice request in accordance with the above within 1 week of Completion for payment. Handwritten invoices are not acceptable.

Invoices received without the required documentation or incorrectly detailed may be returned or rejected by CDL, i.e. the invoice will be returned unpaid to the SCC with guidance on its shortcomings and CDL's requirements (if applicable).

Where appropriate the SCC will resubmit the rejected invoice within the original time parameters for payment to take place.

The due date for payment shall be 30 days after the date upon which the correctly prepared invoice request invoice is received by CDL. Proof of posting of invoices is not recognised as proof of receipt by CDL.

CDL will validate and pay invoice requests submitted correctly by the SCC subject to the terms and conditions of this Agreement and reserves the right to make deductions and set-off from monies due to the SCC in the event of there being any liability outstanding from the SCC to CDL. Such withholding of monies will not be undertaken unreasonably, but may include any monies due under separate Job Tickets or any compensation payments paid by CDL on behalf of the SCC to Customers in respect of poor service or any payments made by CDL pursuant to sections 4.5 and 6 of this Agreement.

Payment on any invoice is subject to the submission of timely and accurate information as may be requested by CDL.

SCC will use its best endeavours to ensure duplicate claims are not submitted to CDL. Persistent failure could be construed as a material breach of this Agreement and could result in immediate removal from the CDL network.

SCC will ensure claims are not made for previous repairs still under guarantee.

If the SCC is registered for VAT, all invoices presented for payment are to be VAT invoices. The SCC's VAT registration number and the total VAT due shall be shown separately on each invoice.

5. Compensation payments

All works are subject to the agreed Service levels materials, components, and workmanship herein and upon which CDL's network services are purchased. Adherence to the following Service levels are a strict requirement of this Agreement along with the undertaking of the works themselves and is closely monitored. Failure to comply with the Service Levels will result where appropriate in compensation payments if not adhered to by the SCC.

Where negligence by the SCC in terms of inadequacy of work undertaken or maladministration has resulted in loss or expense to CDL, including compensation applied by insurers and/or payments made to Customers for loss, distress or inconvenience arising from said negligence or inadequacies, CDL reserves the right to deduct reasonable and justified monies from those due to the SCC.

CDL reserves the right to invoice, deduct, set-off or recharge any costs incurred following a Customer complaint or where poor workmanship is concerned.

Damage and disclaimers

The SCC is required to use a disclaimer signed by the Customer in appropriate circumstances and where required to remove and/or reinstate furniture, tiles, chattels or any other item of property situated within the property boundary belonging to a Customer.

The SCC may be required to undertake full inspections including photographs to support CDL in any defence required related to any potential claim that a Customer may make, and must ensure that a formal disclaimer is signed by the Customer to limit claims for damage arising from the SCC's works or where a claim is in dispute.

6. Complaints

CDL may receive complaints from Customers or from insurers regarding unsatisfactory performance by the SCC.

In the instance of a complaint, CDL will endeavour to provide the SCC with the opportunity to re-attend and make good the source of the complaint where remediable. Without prejudice to the foregoing, the SCC shall be liable for all costs, losses and expenses incurred in connection with the rectification of any demonstrable claims of defective works or services. CDL will be the sole arbiter of acceptable quality.

In a situation where a Customer pursues a claim against either CDL or the SCC regarding works or services provided by the SCC, the SCC will keep CDL fully indemnified and assist CDL fully with resolving the complaint. Under no circumstances should the SCC contact the Customer regarding their complaint. All communication in these circumstances shall be solely between the Customer and CDL.

Additionally, CDL may be required to pay compensation to the Customer. In all cases, the SCC will provide any assistance as requested by CDL in order to resolve complaints. Failing that cooperation, or where the works or services provided by the SCC is held responsible or partly responsible for the complaint, CDL may recover part or all of its costs from the SCC.

The SCC must ensure that there is nominated a person within the company who is responsible for handling Customer complaints. The SCC must respond to any query by CDL on any formally notified complaint issue within 24 hours of request by CDL. The SCC must notify CDL in writing within 24 hours of being aware of or receiving any complaint (which includes any expression of dissatisfaction) communicated verbally or in writing from a Customer.

7. Code of conduct

7.1 Quality of materials, components, and workmanship

Where and to the extent that materials, components, and workmanship are not fully detailed or specified they are to be:

1. Of a good standard appropriate to the works and their setting, and suitable for their intended purpose. Betterment is in general a specific exclusion stated within a Customer's insurance policy and is therefore not acceptable.
2. Undertaken in accordance with good building practice, current British Standards and Codes of Practice, guidance issued by the Building Research Establishment, material / component manufacturers' recommendations, other recognised standards as appropriate and relevant legislation.

Where consistency of appearance is desirable, the SCC must demonstrate best endeavours to use the same colour batches and materials where they can be seen together. If this is not possible then this must be brought to the attention of the Customer and the SCC must obtain a duly signed disclaimer from the Customer.

The SCC shall be solely responsible for the measurement of any critical dimensions and shall ensure that any product, component, or material is suitable for its intended location and purpose or shall otherwise obtain a written disclaimer from the Customer.

All labour (and where appropriate parts), must incorporate a full twelve-month guarantee.

SCC operatives must be appropriately skilled and experienced for the work that is undertaken.

Gas and heating repair or installation works must be carried out by Gas Safe Register qualified SCC operatives.

Electrical works must be carried out by NICEIC qualified SCC operatives where necessary. Oil fired heating works must be carried out by OFTEC qualified SCC operatives.

If an SCC operative comes across suspected asbestos materials which would be disturbed during the course of their work, they must contact CDL to discuss before commencing any work. Where work has started and the SCC operative believes they may have disturbed asbestos they must stop work immediately, seal off the area, inform the Customer and contact CDL.

7.2 Protections

The SCC shall take all necessary precautions to protect the works from damage by frost, rain and other hazards, and to protect the Customer's property or possessions if exposed to weather or other deleterious effects as a result of the works.

In the event that the Customer refuses to move chattels from the vicinity of the works and protection cannot be assured, the SCC shall only proceed upon obtaining a full written disclaimer or seek further instructions from CDL.

7.3 Working in occupied premises

Before entering a Customer's home, the SCC operative must make an initial assessment of any risks which might cause harm to themselves and/or the Customer.

No work should be undertaken, or entry obtained where the premises are only occupied by a minor, below the age of 18 years.

Visits to Site must be undertaken by an SCC operative trained and capable of assessing the property to establish the scope of required works, insurer's liability and undertake an appropriate health and safety inspection and risk assessment. All work carried out should be in such a manner as to ensure safety and cause the minimum reasonable disruption to the occupier.

SCC operatives must not:

1. enter a Customer's home unless there is a responsible adult present.
2. enter a Customer's home if the Customer or another person in the Customer's home is acting in an aggressive or threatening manner.
3. enter a Customer's home if there is an aggressive animal on the premises which is not effectively restrained.

4. enter a Customer's home if there is any other reason to believe that it would not be safe or prudent to do so or if it would cause personal distress (for example, if the Customer is inappropriately dressed or acting inappropriately under the influence of intoxicating drink or drugs).
5. allow the Customer or other responsible adult to leave them on Site with a child or children.
6. use language or body language which could be construed as intimidating, offensive, discriminatory, sexually suggestive or unduly personal.

In any of the above situations the SCC must explain that they are unable to proceed with the visit, leave the Customer's home and contact CDL to explain the situation.

SCC operatives must:

1. maintain a respectful physical distance between themselves and the Customer or any child or other person present in the Customer's home;
2. use dust sheets wherever possible to ensure the Customer's home is left clean;
3. always ask for permission before entering a room into which they have not been invited and only enter bedrooms if it is necessary for their work;
4. always leave open the doors to the rooms in which they are working unless it is necessary to close them for health & safety reasons;
5. always ask permission before moving any personal possessions of the Customer which are in the way of their work.
6. leave a Customer's home immediately if requested to do so for any reason.

If SCC operatives are accompanied in their work by an apprentice or work experience student they must not leave that person unsupervised in a Customer's home.

SCC operatives are responsible for ensuring that any apprentice or work experience student or who accompanies them in their work is aware of the rules contained in section 7.3 of this Agreement.

CDL acknowledges that a crisis situation may arise in which the safety of an individual or preservation of a Customer's property will require an SCC operative to act in breach of the rules contained in section 7.3 of this Agreement. Such breaches will be considered in the context in which they occurred. If the SCC operative should find themselves in such a crisis situation they should, whenever possible, contact CDL for advice.

High standards of professionalism are always required when carrying out works in accordance with this Agreement. SCC operatives must not make unnecessary comments related to the job, nor make derogatory comments regarding any previous works that may have been carried out on Site to any third parties including the Customer.

Under this Agreement all SCC's operatives must carry photographic identity badges, giving the name of their company and name of the SCC operative and this should be presented before entry into the Customer's property. All Site visits must be attended in a company van belonging to the SCC, preferably showing the appropriate livery. All SCC operatives should be uniformed or smartly dressed, consistent with the job to be done.

If advised to do so by CDL, SCC operatives must use the given security password upon arrival at the Customer's premises and make all necessary arrangements to work around any special needs the owner/occupier may have as specified on the Job Ticket.

7.4 CDL environmental policy

CDL expects that the SCC and SCC operatives will assume full responsibility for the removal and disposal of all hazardous waste (excluding asbestos unless qualified to do so) and rodenticides during, and on Completion of the works. Release of any toxic chemicals or materials into surface water drains, sewage drains, rivers, sub-soil or gardens, that is, anywhere that could harm the environment, wildlife, or generally pose a threat to health is expressly forbidden.

CDL expect that all such chemicals and materials will be removed to the local authority facility for disposal in accordance with both the Environment Protection Act 1990, and any local authority regulations as may be amended from time to time.

Where waste transfer or consignment notes are applicable, these will be held on file with an identifiable reference to the Job Ticket. These may be audited at the discretion of CDL. Where waste is removed from a Customer's premises the appropriate waste carrier license must be held and maintained.

8. Data protection

8.1 The SCC will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with CDL's written instructions supplied by CDL to the SCC. The SCC will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the UK Data Protection Legislation. The SCC must promptly notify CDL if, in its opinion, the CDL's instruction would not comply with the UK Data Protection Legislation.

8.2 The SCC must promptly comply with any CDL request or instructions from CDL requiring the SCC to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

8.3 The SCC will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless CDL or this Agreement specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires the SCC to process or disclose Personal Data, the SCC must first inform CDL of the legal or regulatory requirement and give CDL an opportunity to object or challenge the requirement, unless the law prohibits such notice.

8.4 The SCC will reasonably assist CDL with meeting the CDL's compliance obligations under the UK Data Protection Legislation, taking into account the nature of the SCC's processing and the information available to the SCC, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the UK Data Protection Legislation.

8.5 The SCC must promptly notify CDL of any changes to UK Data Protection Legislation that may adversely affect the SCC's performance of the Agreement.

8.6 The SCC will only collect Personal Data for CDL using a notice or method that CDL specifically pre-approves in writing, which contains an approved data privacy notice informing the Data Subject of CDL's identity, the purpose or purposes for which their Personal Data will be processed, and any other information that, having regard to the specific circumstances of the collection and expected processing, is required to enable fair processing. The SCC will not modify or alter the notice in any way without CDL's prior written consent.

8.7 The SCC will ensure that all employees:

8.7.1 are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data.

8.7.2 have undertaken training on the UK Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and

8.7.3 are aware both SCC's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

8.8 The SCC will take reasonable steps to ensure the reliability, integrity and trustworthiness of and conduct background checks consistent with applicable law on all of the SCC's employees with access to the Personal Data.

8.9 The SCC must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in clause 8.10. The SCC must document those measures in writing and periodically review them to ensure they remain current and complete, at least annually.

8.10 The SCC must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

8.10.1 the pseudonymisation and encryption of personal data;

8.10.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

8.10.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

8.10.4 a process for regularly testing, assessing and evaluating the effectiveness of security measures.

8.11 The SCC will promptly and without undue delay notify CDL if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The SCC will restore such Personal Data at its own expense.

8.12 The SCC will immediately and without undue delay notify CDL if it becomes aware of:

8.12.1 any accidental, unauthorised, or unlawful processing of the Personal Data; or

8.12.2 any Personal Data Breach.

8.13 Where the SCC becomes aware of 8.12.1 and/or 8.12.2 above, it shall, without undue delay, also provide CDL with the following information:

8.13.1 description of the nature of (a) and/or (b), including the categories and approximate number of both Data Subjects and Personal Data records concerned;

8.13.2 the likely consequences; and

8.13.3 description of the measures taken or proposed to be taken to address (a) and/or (b), including measures to mitigate its possible adverse effects.

8.14 Immediately following any unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. The SCC will reasonably co-operate with CDL in CDL's handling of the matter, including:

8.14.1 assisting with any investigation;

8.14.2 providing CDL with physical access to any facilities and operations affected;

8.14.3 facilitating interviews with the SCC's employees, former employees and others involved in the matter;

8.14.4 making available all relevant records, logs, files, data reporting and other materials required to comply with all UK Data Protection Legislation or as otherwise reasonably required by CDL; and

8.14.5 taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or unlawful Personal Data processing.

8.15 The SCC will not inform any third party of any Personal Data Breach without first obtaining CDL's prior written consent, except when required to do so by law.

8.16 The SCC agrees that CDL has the sole right to determine:

8.16.1 whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in CDL's discretion, including the contents and delivery method of the notice; and

8.16.2 whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

8.17 The SCC will cover all reasonable expenses associated with the performance of the obligations under Clause 8.12 and Clause 8.14 unless the matter arose from CDL's specific instructions, negligence, wilful default or breach of this Agreement, in which case CDL will cover all reasonable expenses.

8.18 The SCC will also reimburse CDL for actual reasonable expenses that CDL incurs when responding to a Personal Data Breach to the extent that the SCC caused such a Personal Data Breach, including all costs of notice and any remedy as set out in Clause 8.16.

8.19 The SCC (or any subcontractor) must not transfer or otherwise process Personal Data outside the European Economic Area without obtaining CDL's prior written consent.

8.20 The SCC may not authorise any third party or subcontractor to process the Personal Data.

8.21 The SCC must, at no additional cost, take such technical and organisational measures as may be appropriate, and promptly provide such information to CDL as CDL may reasonably require, to enable CDL to comply with:

8.21.1 the rights of Data Subjects under the UK Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

8.21.2 information or assessment notices served on CDL by any supervisory authority under the UK Data Protection Legislation.

8.22 The SCC must notify CDL immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the UK Data Protection Legislation.

8.23 The SCC must notify CDL immediately if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the UK Data Protection Legislation.

8.24 The SCC will give CDL its full co-operation and assistance in responding to any complaint, notice, communication, or Data Subject request.

8.25 The SCC must not disclose the Personal Data to any Data Subject or to a third-party other than at CDL's request or instruction, as provided for in this Agreement or as required by law.

8.25.1 on termination, the SCC shall immediately cease to use the Personal Data and shall arrange for its safe return or secure destruction as shall be agreed with CDL at the relevant time. (Please refer to section 9.7 for further information regarding termination);

8.25.2 the SCC shall fully indemnify and keep CDL indemnified against all claims, demands, actions, costs, expenses, losses and damages arising from or incurred by reason of any loss, damage or distress suffered by any person as a result of the loss, destruction or unauthorised disclosure of, or unauthorised access to, Personal Data by the SCC or its personnel or as a result of any failure to comply with the provisions of this clause 8.

The SCC accepts that CDL may provide its Customers with the SCC's name, SCC Operative's name/s, and full contact details and additionally that this information may be accessed by third parties to enable CDL to fulfil all service obligations to its Customers.

9. General conditions

9.1 Unserviceable repairs

If any of the installations become unserviceable due to the item being of such age that spare parts cease to be reasonably available (subject to Agreement by both parties) or a lasting repair cannot reasonably be affected, the SCC will bring this to the attention of CDL immediately by telephone.

If when carrying out services, the SCC operative estimates that the condition of the installation is beyond economic repair they must notify CDL immediately who will then liaise with the Customer.

Should the Customer be left without heating the SCC operative must refer the Customer to CDL for further guidance.

When the SCC requests authority to proceed with a repair that CDL considers to exceed the reasonable value of the faulty item or section of the property, the decision to continue or not with the work will rest solely with CDL.

9.2 Fraudulent claims

In such instances where a repair/service visit has been made to establish this point, the SCC will report promptly to CDL any potential claim, which in its judgment it considers in any way fraudulent or false, prior to attempting to effect any repair.

The SCC will:

- report promptly to CDL if a manufacturer of an installation notifies the SCC, either directly or through its SCC operatives, that the manufacturer accepts liability for defective workmanship or components in the manufacturer's installation.
- report promptly to CDL if the SCC either directly or through its SCC operatives becomes aware of any installation which requires a disproportionate number of repairs.

9.3 Public liability

The SCC agrees and undertakes fully and effectively to indemnify CDL from and against all damages, loss claims, demands, expenses (including legal and professional expenses) costs and liabilities which CDL may at any time incur as a result of any and all acts of omission occurring during the term of this Agreement, or breaches of this Agreement by the SCC, including any act of neglect or default of SCC employees.

The SCC will maintain, at its own cost, throughout the term of this Agreement and for a period of twelve months from termination of this Agreement, a comprehensive policy of insurance of at least £2,000,000. The SCC's insurance policy must cover the liability of the SCC, in respect of any act or default for which it may become liable under the terms of this Agreement and the SCC will make available to CDL a certified copy of the certificate of insurance on request, identifying suitable cover for SCC operatives.

9.4 The Disclosure and Barring Service (DBS) and Regulatory disclosures

It is the responsibility of the SCC to carry out DBS disclosures on all SCC operatives who have the need or requirement to work on Customer premises and to comply with the DBS's code of practice. The SCC will not employ any staff with a known criminal record on work covered by this Agreement. The SCC must repeat all DBS disclosures on their staff every 3 years. The SCC must record the DBS certificate numbers, the dates of disclosures and if disclosure results were clear or adverse. CDL reserves the right to audit this activity at random on a periodic basis.

The SCC Director/s or Principal/s confirm that at the time of signing this Agreement they have:

- no personal criminal convictions and.
- no adverse regulatory investigations or enforcement action pending.

The SCC Director/s or Principal/s undertake to advise CDL immediately should either of the above occur in the future.

9.5 Scheme literature

The SCC shall not attempt to use any advertisement or documentation bearing the name of CDL or its clients without prior written consent and authorisation from CDL.

The SCC shall not reproduce the CDL logo or business name without prior written consent and authorisation from CDL nor hold themselves out as being in any way connected with CDL except for the purposes of this Agreement.

9.6 Force majeure

Neither the SCC nor CDL shall be liable for any breach of obligations under this Agreement resulting from causes beyond its reasonable control. Such an event may include fires, strikes, severe weather conditions or subsequent legislation preventing performance of any part of this Agreement.

Upon such an event arising, each of the parties agrees to give notice to the other detailing the circumstances and its consequences. If such an event continues for more than twelve weeks, either party shall be entitled to terminate this Agreement.

9.7 Term and Termination

This Agreement will commence on the date the second party signs this Agreement and shall remain in force (unless replaced or updated by endorsement) until terminated by the SCC giving 14 days written notice to CDL for immediate effect, or until terminated by CDL at any time by notice in writing to the SCC for immediate effect.

9.8 Effect of termination

Upon termination of the Agreement, the SCC shall, at the request of CDL, fulfil its obligations to each Customer and the process of work or servicing that commenced prior to the termination of this Agreement. The SCC shall be liable for any costs incurred by CDL in the event that additional repair work or servicing is carried out after termination either to complete repair work or servicing that commenced prior to the termination of this Agreement or in order to comply with any obligations to Customers that continue after termination of this Agreement, including the handling of complaints, compensation payments or the honouring of the twelve month guarantee detailed in section 7 of this Agreement.

Upon termination of this Agreement the SCC undertakes to retain for at least 6 years from Completion of each Job Ticket copies of all documents or other materials including electronically held information relating to the repair work or servicing carried out for each Job Ticket and other documentation required under regulatory or legal requirements and to promptly return within 14 days or provide written confirmation of secure destruction of all other documents, manuals, statements and other such materials including software which contain confidential or proprietary information relating to CDL, its clients, insurers or Customers. If requested by CDL the SCC shall certify that it has fully complied in all respects with this provision upon the return of any such documentation or materials.

Any notice, request, instruction or other document to be given hereunder shall be delivered by recorded delivery to the last known address of the SCC or CDL and should be addressed to the Managing Director.

9.9 Audit

CDL (which for the purposes of this section 9.9 shall include any agents, contractors or other third parties appointed by CDL) will monitor the quality of service, validation, quality and repair, by means of the audit procedures, random Site inspections and ongoing contact with Customers.

At any time during the term of this Agreement, and for 6 years following termination for any reason, CDL shall be entitled to inspect subject to reasonable notice in writing and audit any documents or records held or maintained which relate in any way whatsoever to this Agreement at its own cost and to take or make such copies thereof as CDL shall require and for the purpose of exercising such rights shall be further entitled to enter any office or other premises occupied by SCC on giving at least 48 hours prior notice.

9.10 Assignment/delegation

Neither party may assign any of its rights or obligations under this Agreement and neither party may delegate any of its duties under this Agreement.

9.11 Law/jurisdiction

The parties agree to discuss in good faith any dispute arising between them and to arrange a meeting between the Chief Executives or other senior management personnel of each party in an attempt to resolve such dispute. Failing which, either party may request the matter be mediated by a suitably qualified independent third party appointed by the Centre for Disputes Resolution in London. In the event of such referral, the parties agree to share jointly the mediator costs and fees and agree to attend at least one mediation hearing and seek in good faith to resolve the dispute by negotiation.

This Agreement shall be governed by and construed in all aspects in accordance with the Laws of England and each Party hereby submits to the exclusive jurisdiction of the English Courts.

9.12 Legislation

Any reference to any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force to include any bylaws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions.

If any of the terms or conditions of this Agreement or any part of any of them is rendered void or unenforceable by any legislation to which it is subject, it shall be void or unenforceable to that extent and no further.

9.13 No partnership

This Agreement does not create nor shall in any circumstance be taken as having created a partnership or a joint venture relationship between the parties, nor shall either party act as agent of the other as may be required in the performance of this Agreement.

9.14 Survivorship

The provisions of sections 2, 4.1, 4.2, 4.3, 4.5, 6, 8, 9.3, 9.8, 9.9, 9.11, 9.12 and 9.14 shall survive the termination of this Agreement.

9.15 Entire Agreement

This Agreement and the supporting appendices constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous Agreements and understanding between the parties and may not be modified except by an instrument in writing signed by the duly Authorised Representatives of each party.

By signing this Agreement, the SCC confirms that they have read and fully understood all terms within the Agreement and that all relevant information has been shared with, accepted and understood by their SCC operatives.

The SCC also confirms that they will fully comply with Health and Safety and legal requirements in relation to providing the services.

Appendix 1 – Service levels

Boiler Servicing Work

The SCC on receipt of notification of a Job Ticket from CDL must organise a visit date within 30 days of receiving instructions from CDL.

Call Centre Contact

The SCC will receive a request from CDL, which if accepted by the SCC will be confirmed by electronic communication, which will detail the information below:

- Customer/insured's full name/address/telephone number
- Policy and claim number
- Type of cover
- Nature of instruction
- Security password/special needs if required to be quoted by SCC at the Customer's premises

The insured Customer must then be contacted by the SCC 30 minutes prior to attending the client's premises. The SCC must also provide the insured Customer with the SCC's contact name and telephone number.

Site Visit

All Jobs require the SCC to contact CDL from Site to confirm:

- Arrival on Site
- Off Site time
- The repair costs and to obtain authorisation
- The job has been completed or;
- The job requires further parts/work

All repairs undertaken by the SCC will carry a 12 months parts and labour guarantee.

The SCC's inability to undertake the works within Service levels

Should the SCC, for any reason, be unable to attend Site and carry out an individual Job within the specified or reasonable period, CDL shall be informed immediately. CDL will then reallocate the Job to another SCC.

In the event that the SCC fails to notify CDL of its ability or otherwise to carry out a Job within 30 days of accepting the job notification, then CDL reserves the right to reallocate that Job and a financial penalty may be applied to the SCC. Where the SCC fails to attend a pre-arranged appointment with the Customer a £25.00 compensation payment will be payable by the SCC to CDL.

The SCC will be responsible for the cost of all supervision, snagging, quality control issues and other inspections to Completion of each Job.