

FORM OF MANDATE/NOTIFICATION OF INSTRUCTION

Name of Insured			
Incident Address			
Contact Name		VAT Reg No	
Insurers/Branch		Tel No	
Policy No		Claim No	
Type of damage		Date occurred	

Tick appropriate boxes -

Yes No

I/We instruct *Continuity* to proceed with the works specified in their estimate/report or as verbally agreed

I/We hold an insurance policy which covers the works concerned

I/We authorise and direct my/our Insurers to pay all applications for payment (AFP) direct to *Continuity*

I/We accept that the works concerned are subject to *Continuity's* standard conditions for the provision of services, attached to, or on the reverse of, this document

We are registered for VAT purposes

Signed.....

Name (Block Capitals).....

For and on behalf of.....

Date.....

Conditions for the Provision of Services

1. Applications For Payment (AFP)/Invoices

On completion of our work (and, sometimes, at stages during the course of it) we will issue an Application for Payment (AFP). An AFP is not a VAT invoice. Full payment of any AFP is due on receipt. You authorise us to apply to, and we will apply to, your Insurers direct for payment of any AFP. If payment of any AFP is not received within 14 days, we reserve the right to charge interest at 5% over the Clydesdale Bank base rate and to charge for any additional collection costs.

Payment by BACS transfer is preferred to:

Bank	Clydesdale Bank plc
Address	Mountbatten House, Grosvenor Sq, Southampton, SO15 2JU
Sort Code	82-60-04
Account number	30110476 (Southampton) or 60110610 (Shenstone)
Account name	Business Continuity Network Ltd

2. VAT

If you are VAT registered, Insurers will expect you to pay the VAT content of any AFP. You agree to make any such required payment direct to *Continuity* on receipt of our AFP. A VAT invoice will be issued on receipt of payment and you may then claim the VAT content if you are registered for VAT and are entitled to do so.

3. General

The Insured shall remain the Employer at all times and is ultimately responsible for all charges associated with the works, whether or not *Continuity* have been introduced or recommended to the Insured by others, and notwithstanding any insurance policy liability issues. Liability for payment is not transferable under any circumstances. If your Insurers pay any monies due to us direct to you or others, you become responsible for paying us immediately.

Continuity will not give advice on the subject of asbestos, or any related matters.

4. Insurances/Our liability to you

You are responsible for arranging insurance cover on any property in our custody or control, or on which we are working, and in transit. We will arrange insurance cover (on an indemnity basis) if you ask us to, in writing, and you tell us how much you want the insurance cover to be for. We will take reasonable care of any property in our custody or control and are responsible for loss or damage only if we are negligent.

In any circumstances our liability to you is agreed to be on an indemnity (not reinstatement/replacement as new) basis and limited to the sum of £2million. You must tell us, in writing and before we start work, if you want to extend this limit. You accept that we are not responsible for any form of consequential loss.

5. Guarantees

We guarantee our work and our standard guarantee document is available on request. You agree to notify us within 7 days of discovery of any problem which, in your opinion, we may be responsible for putting right under the terms of our guarantee. Where necessary, you are responsible for the cost of producing evidence of our liability. Our liability to you is agreed to be on an indemnity (not reinstatement/replacement as new) basis. You must allow us reasonable time to rectify any problem, at our expense, where we are agreed to be responsible.