

PLEASE READ THE FOLLOWING TERMS TO YOUR USE OF THE INDEPENDENT SCHOOL CATERING CONSULTANCY (ISCC) Members Services CAREFULLY.

By subscribing to the ISCC Service, you agree to these Terms of Use. We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms of Use at any time.

You should check these Terms of Use periodically for changes. By using the ISCC Subscription Service after we post any changes to these Terms of Use, you agree to accept those changes, whether or not you have reviewed them.

If you do not agree to these Terms of Use, you should not use the ISCC Subscription Service and, if applicable, you should arrange to cancel your account with us.

1 Service

1.1 Subject to these Terms and in consideration of the payment of subscription charges, where applicable, by the Subscriber ISCC agrees to provide the Service to the Subscriber.

2 Subscriber's Obligations

2.1 The Subscriber shall at their own expense install and at all times adequately maintain and operate such computer and other equipment and such software and communications lines as shall be necessary to enable it to communicate with the ISCC Server(s) and to access and use iscc.co.uk. The Subscriber shall comply with all reasonable recommendations made by ISCC in relation to the selection, operation and maintenance of such computer and other equipment and such software and communication lines.

2.2 The Subscriber undertakes that iscc.co.uk will be accessed only by the subscriber. The Subscriber shall furthermore from time to time provide ISCC with such information as it shall reasonably require to enable it to verify the identity of the Subscriber.

2.3 The Subscriber shall not use or attempt to use, or permit any third party to use or attempt to use, the iscc.co.uk Service to provide a data processing or other service to or on behalf of any third party by way of trade or otherwise.

2.4 The Subscriber acknowledges that ISCC reserves the right to establish from time to time reasonable technical procedures and regulations in respect of the iscc.co.uk Service (including access to the iscc.co.uk Server(s) and use of iscc.co.uk) and the Subscriber agrees to comply with such procedures and regulations.

2.5 The Subscriber agrees to take all such steps as shall be necessary to avoid any breach of any of the terms on which any Third Party Software shall have been licensed to the Subscriber or to ISCC or to any third party service provider.

2.6 The Subscriber will ensure that the connection to the iscc.co.uk Server(s) of the equipment and software referred to in paragraph 2.1 and the Subscriber's use of iscc.co.uk at all times complies with all applicable data protection laws of England and any country to which any data stored on the iscc.co.uk Server(s) may be transferred and also complies at all times with any other relevant laws, licences, codes of practice and regulations.

2.7 The Subscriber shall not use create and/or introduce into the iscc.co.uk Server(s) or iscc.co.uk any virus, worm, trojan horse, cancelbot or other destructive program and shall at all times use up to date, industry standard virus checking software on the computer equipment referred to in paragraph 3.1.

3 Payment terms

3.1 The Subscriber shall pay to iscc.co.uk, where applicable, the subscription charges. All such sums are inclusive of Value Added Tax, where applicable, which together with any other applicable taxes duties or levies will be paid by the Subscriber at the date and in the manner for the time being prescribed by law.

3.2 If any sum is unpaid for more than seven (7) days after the due date, ISCC reserves the right without prejudice to any other right or remedy:

3.2.1 on giving to the Subscriber not less than three (3) days' notice to discontinue the iscc.co.uk Subscription Service.

4 Limitation of liability

4.1 The Subscriber acknowledges that ISCC's obligations and liabilities in respect of iscc.co.uk and the Manual and the Third Party Software and the Support Services and access to and use of iscc.co.uk and the Manual and the Third Party Software and the Support Services (whether contractual tortious or otherwise) are exhaustively defined in the Agreement. The Subscriber agrees that the express obligations entered into and warranties given by ISCC in the Agreement are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, express or implied, by statute, at common law or otherwise, relating to any rights granted or anything supplied or any services provided under or in connection with the Agreement including (but without limitation to the generality of the foregoing) any warranty as to the condition, quality, use, nature, performance, satisfactory quality or fitness for purpose of iscc.co.uk and the Manual and the Third Party Software and the Support Services.

4.2 Without prejudice to the generality of paragraph 4.1 the entire liability of ISCC in respect of any failure of iscc.co.uk to provide any of the functions and/or facilities specified in the Manual and in respect of the unavailability of or any interruption in the iscc.co.uk Service (including any liability of ISCC to pay compensation or damages or to repay or refund any Subscription Charges in respect of any such unavailability or interruption).

4.3 Notwithstanding anything contained in the Agreement ISCC will not in any circumstances be liable under the Agreement or any collateral contract, whether in contract, tort (including negligence or breach of statutory duty), delict or otherwise and whatever the cause thereof:

4.3.1 for loss of production, loss of or corruption to data, loss of revenue, profits, business or contracts, loss of operation time, loss of goodwill or anticipated savings; or

4.3.2 for any special, indirect or consequential loss or damage of any nature whatsoever, even if ISCC has been advised of the possibility thereof.

4.4 ISCC's total liability (whether in contract, tort, including negligence or breach of statutory duty, or otherwise) under or in connection with the Agreement (whether based on any claim for indemnity or contribution or otherwise) will not exceed the equivalent monthly fee payable by the Subscriber.

4.5 If and to the extent that s 6 and/or s 7(3A) of the Unfair Contract Terms Act 1977 applies to the Agreement, no provision thereof shall operate or be construed to operate so as to exclude or restrict the liability of ISCC for breach of the applicable warranties as to title and quiet possession implied into the provisions of the Agreement by s 12(3) of the Sale of Goods Act 1979, or s 2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Agreement.

4.6 The Subscriber acknowledges and accepts:

4.6.1 that ISCC is not and cannot be aware of the extent of any potential loss or damage to the Subscriber from any failure of iscc.co.uk to conform to the Manual or any failure by ISCC to discharge its obligations under this Agreement;

4.6.2 that iscc.co.uk cannot be tested in every possible combination and operating environment and that it is not possible to produce economically (if at all) computer programs known to be error free or which operate in an uninterrupted manner and that not all errors are necessarily capable of rectification;

4.6.3 that iscc.co.uk shall only operate on computers which run Microsoft Internet Explorer version 5.5 or higher and that iscc.co.uk will not run properly or at all on any other web browser or on Microsoft Internet Explorer with a version number lower than version 5.5;

4.6.4 that the Recipe Databases and other Data have not been, and will not be, created or modified or updated by ISCC and that ISCC has no control over, or responsibility for, the content, accuracy, reliability, relevance or safety of or concerning the Recipe Databases and/or other Data (whether regarding each individual item or in combination with other individual items of data or with third party data or information);

4.6.5 that the Subscriber is responsible for the consequences of any use of iscc.co.uk and the Manual and the Recipe Databases and other Data and the Subscriber will indemnify ISCC in respect of any third party claim for any injury, loss, damage or expense occasioned by or arising from the Subscriber's possession, operation or use of iscc.co.uk and/or the Manual and/or the Recipe Databases and/or other Data except and in so far as iscc.co.uk is liable as expressly provided in this Agreement;

4.6.6 that, without prejudice to the generality of paragraph 8.6.5, the use of iscc.co.uk and the Recipe Databases and other Data requires the exercise of reasonable skill and care. The Subscriber undertakes that it will at all times exercise such skill and care and that it will furthermore exercise reasonable skill, care and judgment in relation to the results produced by the use of iscc.co.uk and the Manual and the Recipe Databases and other Data, including the interpretation of such results and the uses to which such results are put;

4.6.7 that it is aware that use of iscc.co.uk and the Manual and the Recipe Databases and other Data, whether by accessing, utilizing, storing or otherwise dealing with the same may from time to time be subject to statutory, legislative or other regulations, conditions and restrictions and the Subscriber undertakes to comply with all such regulations, conditions and/or restrictions;

4.6.8 that the allocation of risk contained in this paragraph 8 is reflected in the Subscription Charges, where applicable, and is also a recognition of the fact that, inter alia, iscc.co.uk cannot be tested in every possible combination and it is not within ISCC's control how and for what purpose iscc.co.uk and the Manual are used by the Subscriber.

5 Termination

5.1 The Agreement shall come into force when the subscriber subscribes to the service and shall continue in force unless and until terminated by either party giving written notice.

5.2 ISCC shall have the right to terminate the Agreement forthwith by notice to the Subscriber if any sum due by the Subscriber to ISCC shall be in arrears for seven (7) days or more and the Subscriber shall fail to pay such sum within three (3) days of notice from ISCC requiring it to do so.

5.3 On termination of the Agreement however caused the Subscriber's authorisation to use iscc.co.uk and the Manual will automatically cease.

6 Force majeure

6.1 ISCC shall not in any circumstances be liable to the Subscriber for any loss of any kind whatsoever whether directly or indirectly caused to or incurred by the Subscriber by reason of force majeure or by reason of any failure or delay in the performance of the iscc.co.uk service.

6.2 For the purposes of the Agreement the expression "force majeure" shall mean any cause affecting the performance by ISCC of its obligations arising from acts, events, omissions, happenings and non-happenings beyond the control of the parties including (but without limiting the generality thereof) governmental regulations, fire, flood, power failure or reduction of power supplies, inability to supply any materials or services, failure of equipment or any disaster.

7 Assignment

7.1 The Agreement is personal to the Subscriber and the Subscriber may not assign or otherwise transfer all or any part of the Agreement or all or any part of its rights or obligations hereunder without the prior written consent of ISCC.

7.2 ISCC shall have the right to assign or otherwise transfer the Agreement and/or its rights or obligations under the Agreement without the consent of the Subscriber.

8 Severability

8.1 If any part of the Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

9 Governing law and disputes

9.1 The Agreement shall in all respects be governed by and construed in accordance with the laws of England.