

These Terms and Conditions shall apply to the provision of services by THSP Risk Management, the trading name of The Health and Safety People Ltd, a company registered in England under number 02730817, of Unit F, Bedford Business Centre, Mile Road, Bedford MK42 9TW, hereinafter called “the Company” to the Client.

**1. Definitions and Interpretation:**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Acceptance” means the acceptance of our proposal by the signing (electronically or otherwise) of a Service Contract, and includes the acceptance of these Terms and Conditions;

“Client” means the individual, firm or corporate body purchasing the services. Where an individual is entering into this Contract on behalf of a business, the individual confirms they have the authority to enter into this Contract on behalf of that business and the business shall be the Client in the context of this Contract; “Contract” means the contract formed upon Acceptance by the Client as above; “Expense” means any cost incurred by us in direct relation to the provision of the services;

“Proposal” means the proposal for the performance of the services by way of a “Service Contract” and/or proposal for additional services, which remains open for acceptance for a period of 30 days and shall constitute our entire scope of works;

“Services” means the services to be carried out by us as detailed in the Service Contract;

“Term” means the term of this Contract as defined in clauses 2 and 10.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “we”, “us” and “our” is a reference to the Company;

1.2.2 “writing” and “written” includes emails, faxes and similar communications;

1.2.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.4 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.5 a clause is a reference to a clause of these Terms and Conditions;

1.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

**2. The Contract**

2.1 The Contract is formed as soon as we receive Acceptance, via the signing (electronically or otherwise) of a Service Contract, and includes the acceptance of these Terms and Conditions, which shall apply between us. No terms or conditions stipulated or referred to by the Client in any form whatsoever shall in any respect vary or add to these terms and conditions unless otherwise agreed by us in writing.

2.2 Any prices provided by us which are not contained in our Service Contract are for illustrative purposes only and shall not be binding.

2.3 The Company shall, throughout the Term of this Contract, and in consideration of the fees being paid in accordance with the terms of payment herein, provide the Services to the Client in accordance with the provisions of this clause 2.

2.4 The Contract will continue for a Term as outlined in the Service Contract,

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**3. The Services**

3.1 Once the Contract is formed, we will commence the provision of the ISO Services as detailed in the Service Contract.

3.2 On commencement of the Service, we will allocate a dedicated account executive to the Client. We will endeavour to ensure continuity but shall have the right to replace any such primary contact as required.

3.3 We will contact the Client as soon as reasonably possible to arrange a date for commencement of the service.

3.4 We may provide the Client with templates for documentation. These will be based on information provided to us at the time and will contain sections which the Client will need to complete. We are not responsible for any sections completed or deleted by the Client.

3.5 We shall use all reasonable endeavours to complete our obligations under the Contract, but time will not be of the essence in the performance of these obligations.

**4. Fees and Payment**

4.1 The Client agrees to pay the fees as detailed in the accepted Proposal in accordance with the terms of payment herein.

4.2 In addition, we shall charge to the Client our reasonable travelling time and travel Expenses where these are not included in the Proposal, any incidental Expenses for materials used and for third party goods and services supplied in connection with the provision of the services.

4.3 The Client will pay for any additional services provided by us that are not specified in the Contract. These additional services shall be charged in accordance with our current, applicable rate in effect at the time of the performance or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for Expenses.

4.4 Fees will be charged by invoice following each day’s service.

4.5 All invoices must be paid within 14 days from the date of invoice. If the Client disputes any invoice, this must be notified to us in writing within this 14 day period. Failure to do so will be deemed as acceptance of the invoice and will render the invoice immediately due and payable.

4.6 All sums payable by either Party pursuant to the Contract are exclusive of VAT at the current rate, for which that Party shall be additionally liable. All payments by the Client shall be made in pounds sterling without any set-off, withholding or deduction. Any amendment to the standard VAT rate will be notified in writing and subsequent payments adjusted accordingly.

4.7 The time of payment shall be of the essence. If the Client fails to make any payment on the due date then we shall, without prejudice to any right which we may have pursuant to any statutory provision in force from time to time, have the right to suspend the services, and charge the Client interest on a daily basis at an annual rate equal to the aggregate of 8% above the base rate of the Bank of England from time to time on any sum due and not paid on the due date in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgment.

**5. Client’s Responsibilities**

5.1 The Client agrees to:

5.1.1 make payments in accordance with clause 4;

5.1.2 provide us with any information, advice and assistance relating to the services as we may reasonably require within sufficient time to enable us to perform the services in accordance with the Contract;

5.1.3 appoint a primary contact to act as the Client’s representative to liaise with us in connection with the services; and

5.1.4 carry out any preparatory and follow up work as instructed by us.

5.2 If the Client fails to meet any of the provisions of clause 5.1 above, without limiting our other rights or remedies, we shall:

5.2.1 have the right to suspend performance of the services until the Client remedies the default;

5.2.2 not be held liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from our failure or delay in performing any of our obligations as a result; and

5.2.3 be entitled to claim for any costs or losses sustained or incurred by us arising directly or indirectly from the Client’s default.

6. **Delays & Abortive Visits:** Our price is based on being able to complete our services in the agreed number of hours or consecutive days over the period as detailed in the Proposal. We reserve the right to recover any costs incurred by way of delays or abortive visits, or for any other delays attributable to the Client including, but without limitation, failing to carry out agreed actions or not providing necessary information or services, or failing to give proper notice to terminate or cancel as detailed herein and these will be charged at our standard fee rates applicable at the time.

7. **Errors or Discrepancies:** The Client shall be responsible for the accuracy of any information submitted to us and for ensuring that the Proposal reflects their requirements. Our Proposal is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident which affect the order value, we reserve the right to make adjustments to it.

**8. Variation and Amendments**

8.1 If the Client wishes to vary the services to be provided, they must notify us in writing as soon as possible. We shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client.

8.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the provision of the services, we shall notify the Client immediately. We shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

8.3 Any agreed variation or amendment will be carried out in accordance with these terms and conditions and any price increase necessitated as a result shall be payable in accordance with the terms for payment herein.

**9. Cancellation**

9.1 Should the Client cancel a scheduled visit, we shall be immediately entitled to payment for:

9.1.1 100% of our fees if the cancellation takes place within 24 hours of the scheduled visit;

9.1.2 50% of our fees if the cancellation takes place between 25 and 48 hours of the scheduled visit.

9.2 If, due to unforeseen circumstances, we have to reschedule or cancel a scheduled visit, we will contact the Client as soon as possible to minimise disruption and will book another visit as soon as reasonably possible.

**10. Termination**

10.1 We may terminate this Agreement immediately without liability to the Client by giving written notice:

10.1.1 in the event that the Client has failed to pay the fees when required to do so and fails or refuses to do so following the expiry of a written notice from us requesting such payment within 7 days; or

10.1.2 in the event of the Client committing a serious criminal offence or giving to us any false or misleading statement or making any negligent or fraudulent misrepresentation in relation to this Contract; or

10.1.3 if any of our employees suffer harassment or are abused by the Client or their employees during the term of this Agreement.

10.2 Either Party has the right to terminate this Contract immediately if the other goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

10.3 In the event of termination:

10.3.1 all payments required under this Contract shall become due and immediately payable. In respect of Services provided but for which no invoice has been submitted, we shall be entitled to submit an invoice, which shall become due and immediately payable;

10.3.2 the Client shall no longer use our company name in any future health and safety or employment documentation, or any other form of documentation whatsoever, and we shall accept no responsibility or liability whatsoever for these services from the date of termination;

10.3.3 any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract shall survive termination on a pro-rata basis.

10.4 The rights to terminate this Contract given by this clause 10 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## 11. Confidentiality

- 11.1 For the purposes of this clause 11, Confidential Information shall include all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature. Both we and the Client shall undertake that, except as provided by sub-Clause 11.2 or as authorised in writing by the other Party, both Parties shall at all times during the continuance of the Contract and for 2 years after its termination:
- 11.1.1 keep confidential all Confidential Information;
- 11.1.2 not disclose any Confidential Information to any other party;
- 11.1.3 not use any Confidential Information for any purpose other than as contemplated by the Contract;
- 11.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 11.1.5 ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 11.1.1 to 11.1.4.
- 11.2 Subject to sub-Clause 11.3, either Party may disclose Confidential Information to:
- 11.2.1 any of their sub-contractors or suppliers;
- 11.2.2 any governmental or other authority or regulatory body; or
- 11.2.3 any of their employees or officers or those of any party described in sub-Clauses 11.2.1 or 11.2.2;
- 11.3 Disclosure under sub-Clause 11.2 may be made only to the extent that is necessary for the purposes contemplated by the Contract, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 11.2.2 or is an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 11.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.
- 11.5 When using or disclosing Confidential Information under sub-Clause 11.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.
- 11.6 The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

12. **Documentation:** We include for any documentation to be submitted in our normal standard format only. If additional copies or specific requirements are needed, we reserve the right to apply additional charges. We shall retain title to the documentation and no documentation shall be handed over until all payments as detailed above have been made in full.

13. **Literature and Representations:** Any marketing literature is presented in good faith as a guide to represent the services offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the services unless confirmed by us in writing. In entering into the Contract, the Client acknowledges that it does not rely on and waives any claim for breach of any such representations, which are not so confirmed.

## 14. Intellectual Property

- 14.1 Subject to a written agreement to the contrary, we or our agents reserve all intellectual property rights which may subsist in the provision of the services. Under no circumstances shall material provided by us be lent, hired out, sold or otherwise circulated by either manual or electronic means, nor shall it be photocopied or otherwise reproduced without our express written consent. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.
- 14.2 The Client shall not be entitled to use our name, logo or emblem (or that of any of our agents or sub-contractors) without our prior written consent.
- 14.3 The Client warrants that any document or instruction furnished or given by them shall not cause us to infringe any letter patent, registered design or trade mark in the execution of these services and shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any patent, copyright, design, licence, trademark or any intellectual property rights which results from our use of the Client's information.

15. **No Employment:** Nothing in this Contract shall render or be deemed to render us an employee or agent of the Client or the Client an employee or agent of ours.

## 16. Assignment and Sub-Contracting

- 16.1 The Client shall not be entitled to assign the benefits under the Contract.
- 16.2 We may sub-contract the performance of any of our obligations under the Contract without the prior written consent of the Client. We shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own. However, we accept no liability if the sub-contractor goes into liquidation or otherwise ceases to trade.

## 17. Liability and Indemnity

- 17.1 Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- 17.2 Except as provided in clause 17.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are hereby expressly excluded to the maximum extent permitted by law.
- 17.3 We hereby exclude all liability in respect of any claims arising out of any alteration to, or modification of, a Client's procedures, working practices or conditions at the time of our investigation unless such alteration and/or modification are made on our recommendation or with our express knowledge and consent.
- 17.4 Where we have good reason to believe that our professional advice is not being followed, we shall take reasonable steps to ensure that any Client overruling or

neglecting our advice is formally made aware of the potential adverse consequences which may result. We shall not be liable for any consequences should our professional advice not be taken. We shall not be liable for any adverse consequences where the Client has withheld information necessary for us to provide professional advice.

- 17.5 It is imperative that we are kept informed of any changes within the business that may or may not have an effect on the Client's requirements, legal or otherwise. Should this information not be forthcoming from the Client, or our requests for information not be responded to by the Client, we shall have no liability whatsoever for any effects on the Client's business' requirements for which we have not been made aware or had no response to requests and have the right to terminate the contract forthwith without any financial or other liability to us whatsoever.
- 17.6 The Client shall indemnify us against all damages, costs, claims and expenses suffered by us arising from loss or damage to any premises, property or equipment (including that of third parties) caused by the Client, or his agents or employees.
- 17.7 In the event of a breach by us of our express obligations under these Terms and Conditions, the remedies of the Client will be limited to damages, which in any event, shall not exceed the fees and Expenses paid by the Client for the services in the 12 months immediately preceding the date on which the claim arose.

## 18. Restrictive Covenants

- 18.1 The Client, or any associated company, will on no account use the services of our employees or sub-contractors, other than through us.
- 18.2 The Client will not, without our prior written consent, solicit, entice away, appoint in any way or cause to be employed, engaged or appointed any person who is or has been an employee, agent, director, consultant or independent contractor of ours in the provision of the Services.
- 18.3 Any consent given by us in accordance with clause 18.2 above shall be subject to the Client paying to us a sum equivalent to 50% of the then current annual remuneration of said employee, agent, director, consultant or independent contractor or, if higher, 50% of the annual remuneration to be paid by the Client to that employee, agent, director, consultant or independent contractor.
- 18.4 Whilst the above restrictions are considered by the parties to be reasonable in all the circumstances, it is agreed that if taken together they are adjudged to go beyond what is reasonable in all the circumstances for our protection but would be judged reasonable if part or parts of the wording of them were deleted, they shall apply with such modifications as may be necessary to make it valid and effective.

19. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## 20. Waiver

- 20.1 No waiver by either Party of any breach of the Contract by the other Party shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of the Contract shall be effective only if given in writing and signed by the waiving Party and then only in the instance and for the purpose for which the waiver is given.
- 20.2 No failure or delay on the part of any party in exercising any right, power or privilege under the Contract shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

21. **Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.

22. **Data Protection:** Both parties agree to comply with all applicable data protection legislation including, but not limited to, the General Data Protection Regulation 2016 and any subsequent amendments thereto.

23. **Third Party Rights:** No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

## 24. Notices

- 24.1 All notices under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice. Notices shall be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during normal working hours of the recipient; when sent, if sent by fax or email and a successful transmission report or return receipt is generated; on the fifth working day following mailing, if mailed by national ordinary mail, postage prepaid; or on the tenth working day following mailing, if sent by airmail, postage prepaid. In each case notices shall be addressed to the most recent address, email address, or fax number notified to the other Party.
- 24.2 Service of any document for the purposes of any legal proceedings concerning or arising out of the Contract shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing.

## 25. Law and Jurisdiction

- 25.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 25.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.