



Dorset Health and Safety Limited — Terms & Conditions

1. About Us

These are the standard terms of business for the provision of consultancy and training services by Dorset Health and Safety Limited (DHS), a company incorporated in England and Wales (registered No: 09189194), whose registered office is C/O RWB Tax Consultants, F7a Lynch Lane Offices, Weymouth, Dorset, DT4 9DN.

All routine mail should be sent to: Dorset Health and Safety Limited, 64 Clearmount Road, Weymouth, Dorset, DT4 9LE.

In the event of any conflict between these terms of business (or as displayed on our website) or elsewhere, these terms of business shall prevail.

2. Definitions

The following definitions apply throughout this document and any correspondence between DHS and the Client:

"Business Day" means a day (not being a Saturday or Sunday) on which banks are open for general banking business.

"Client" means the organisation contracting with DHS for the provision of consultancy or training services as identified in any Terms.

"Contract" means any contract formed by the acceptance and return by the Client of the Terms, which shall be governed by these DHS Terms.

"Deliverables" means those items identified to be provided by DHS to the Client in the course of delivering the Services.

"DHS" means Dorset Health and Safety Limited.

"Services" means the work to be undertaken by DHS for the Client as described in any quote or invoice.

"Terms" means the details of service or training provision as laid down in any quote or invoice.

"Work" means any activity performed by DHS in relation to the Services.

"Working Days" means Monday to Friday, excluding bank or public holidays.

3. The Services

DHS will provide the Services to the Client subject to any agreed DHS Terms. DHS will not start providing the Services until it has received written acceptance from an authorised representative of the Client. The Terms, once agreed by the Client, shall together form the contract between DHS and the Client.

In accepting the Terms of Engagement, the Client authorises DHS to proceed with all relevant preparations for providing the Services, including but not limited to the purchase of materials and booking of venues (if required).

DHS shall provide the Services using reasonable knowledge, skills, experience and care.

In providing the Services, DHS shall use its reasonable endeavours to give sound advice and instruction based on the information available, but the Client will remain wholly responsible for determining matters of policy or action related to that advice.

The Client acknowledges and agrees that, in order for its personnel to derive benefits from the Services, such personnel will be required to make such commitment as is appropriate to the Services being provided.

4. Terms of Engagement and Fees

The Terms of Engagement will, unless otherwise stated, remain capable of acceptance by the Client for a period of 90 days from the date thereof. The rates for fees and materials are subject to review from time to time, but DHS will give one month's notice of its intention to change the charging basis for current and continuing projects.

The fees set out in the Terms are based on DHS's understanding of the Client's requirements. DHS reserves the right to make additional charges for:

- Staff time spent in excess of that estimated in the Terms, as a result of any delays caused in the delivery of the Services due to any act or omission of the Client.
- Staff time spent travelling to the venue in excess of two hours in either direction.
- Staff time for planning or other meetings requested by the Client in addition to those allowed for in the Terms.
- Any services or materials requested in writing by the Client that DHS agrees in writing to provide and that are additional to those allowed for in the Terms, which shall then become part of the Services.

DHS may also charge the Client for reasonable expenses incurred in the provision of the Services, including where necessary:

- Travel, accommodation and subsistence (mileage to be charged at 45 pence per mile).
- All bought-in goods, services and sub-contracted items as necessary, charged separately from the fees quoted in the Terms as agreed between DHS and the Client.
- Value Added Tax, payable by the Client on all fees and expenses at the rate in force at the date of invoicing.

Depending on the nature of the work, DHS may issue invoices at the end of each discrete piece of work or at the end of each month. If the Client delays planned progress on the provision of the Services, DHS reserves the right to submit interim invoices.

Where a refund is due to a client and such is caused at the fault of the Client, DHS reserves the right to deduct any administrative bank/credit card charges from such refund. Where the refund is necessitated at the fault of DHS, no such deductions shall be made.

5. Cancellation and Postponement

Unless otherwise specified in the Terms, DHS reserves the right to charge for events (including but not limited to courses) cancelled or postponed by the Client. Such charges will be in accordance with the following schedule (percentages refer to the percent of fees, less VAT, relating to the relevant event):

- **Full refund:** The Client has 14 days from the date of purchase to cancel their course and receive a full refund of 100% of the purchase order, provided they have not accessed or logged into an electronic eLearning course.
- **Cancellation less than 14 days before the service/course commences:**
 - ½- or 1-day event: **10%**
 - Two or more days: **15%**
- **Cancellation less than 7 days before the service/course commences:**
 - ½- or 1-day event: **20%**
 - Two or more days: **25%**

In addition, the Client will bear the full cost of any fees or expenses incurred by DHS for the cancellation of venues and for non-returnable goods and services bought or contracted for the event or events.

6. Copyright

If the Client requires DHS to incorporate any material into the Work and supplies DHS with such material, the Client warrants that:

- The proposed use or incorporation of such material will not infringe any third party's intellectual property rights.
- Where the Client is not the owner of all copyright or other intellectual property rights in such material, the Client has received all necessary consents and licences for the proposed use by DHS of such material.
- The Client will indemnify and keep DHS fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach of warranty.
- The Client agrees that it shall not copy or amend the Work or do or authorise any other act that may infringe or devalue DHS's copyright or other intellectual property rights.
- The Client may make a reasonable number of copies of the Work (or part of the Work) for distribution to its own personnel and strictly for internal business purposes only.

7. Sub-contractors

DHS shall be entitled, in its absolute discretion, to appoint sub-contractors to provide all or part of the Services.

If the Client nominates sub-contractors to work with DHS in the provision of the Services, the Client shall be responsible for such nominated sub-contractors. DHS reserves the right to withdraw co-operation from any nominated sub-contractors if the performance or actions of such persons or organisations prevents DHS from fulfilling its obligations under the Terms.

8. Client's Obligations

The Client will ensure that its staff, contractors and other suppliers co-operate fully with DHS and cause no delay.

Whilst DHS's employees or sub-contractors are working on the Client's premises, the Client will ensure the health and safety of those people. The Client will indemnify DHS and keep DHS indemnified against all losses, damages and expenses incurred or suffered by DHS in connection with any and all claims made in respect of any injury, death or loss suffered by those employees or sub-contractors as a result of working at the Client's premises.

Clients will not, either during the provision of the Services or thereafter for a period of one year, directly or indirectly offer employment or assignments to any of DHS's employees or sub-contractors, or solicit or procure their employment by any other company, organisation or individual with which the Client is connected.

9. Confidentiality and Data Protection

Both during and after the provision of the Services, both parties shall keep confidential any information of the other party obtained in connection with the provision of the Services that is clearly designated as 'confidential' or that is by its nature clearly confidential. Neither party shall use such information except in connection with the Services, nor divulge it to any third party without the prior written permission of the other party.

The Client and DHS shall observe the requirements of the Data Protection Act 1998 and any other applicable data privacy legislation in relation to information regarding identifiable living individuals ("Personal Data").

Where DHS discloses to the Client any Personal Data (including but not limited to written reports, one-to-one training sessions, feedback or follow-up sessions, or personal development sessions), the Client acknowledges that it is the "Data Controller" in relation to that Personal Data and will:

- Not keep such Personal Data longer than is necessary to fulfil the purpose for which it was collected.
- Take all reasonable steps to safeguard the security of such Personal Data.
- Exercise discretion over the access given to such Personal Data within the Client organisation.
- Take all reasonable steps to ensure that those given access to such Personal Data understand and respect the need for confidentiality.

10. Term and Termination

The Contract will commence on the date that DHS receives acknowledgement of the Terms from the Client and shall continue in full force and effect until the Services have been completed.

Either party may terminate provision of the Services immediately by notice in writing to the breaching party if the breaching party:

- Is in irremediable breach of its obligations or, in the case of a remediable breach, such breach has not been remedied within 14 days of receipt by the breaching party of a notice specifying the breach and requiring its remedy.
- Enters into voluntary or compulsory liquidation, or compounds with or convenes a meeting of its creditors, or has a receiver, manager or administrator appointed over any part of its assets, or ceases for any reason to carry on business, or takes or suffers any analogous action which in the opinion of DHS means that the Client may not be able to pay its debts.

DHS may terminate provision of the Services at any time if:

- It has given the Client three months' notice in writing.
- The Client attempts substantially to alter the scope or definition of the Services without DHS's prior written agreement.

On termination, DHS will be entitled to be paid all fees and expenses incurred or accrued and payable by the Client as at the date of termination or cancellation of the Services.

On termination, each party shall immediately return to the other party all property of the other party in its custody, possession or control.

11. Warranty and Liability

In the event of damage to tangible physical property, where it is established that such damage has arisen as a direct result of the negligence of DHS employees or sub-contractors while providing the Services, DHS's liability shall be limited to a maximum figure of the DHS sum insured.

Nothing in these DHS Terms shall exclude or limit DHS's liability for death or personal injury caused by DHS's negligence, nor for fraud on DHS's part, nor for any liability that cannot be excluded by law.

DHS's liability arising under or as a result of the provision of the Services, whether in contract, tort, breach of statutory duty or otherwise, is limited to the fees actually paid by the Client to DHS for such Services.

DHS will not be liable for any indirect or consequential loss, loss of business, profit, revenue, data or goodwill, nor for lost or wasted management time or employee time of the Client.

Any condition, representation or warranty that might otherwise be implied or incorporated within these Terms by reason of statute or common law or otherwise is hereby expressly excluded.

12. Force Majeure

DHS has no liability to the Client if it is unable to provide all or part of the Services in accordance with the Terms as a result of circumstances beyond DHS's reasonable control, including without limitation war, strike, lockout, industrial disputes, riot, civil commotion, acts of Government, fire, blockade, accident, natural catastrophe or disaster.

13. Waiver

No delay, neglect or forbearance by either party in enforcing any provision of the Terms shall be deemed to be a waiver or in any way prejudice any rights of that party.

14. Rights of Third Parties

Nothing in these DHS Terms confers or purports to confer on any third party any right to enforce any of the Terms.

15. Governing Law and Jurisdiction

These DHS Terms are governed by and construed in accordance with the laws of England and are subject to the exclusive jurisdiction of the English courts.

16. Entire Agreement

These DHS Terms constitute the entire agreement between DHS and the Client in relation to the Services and supersede all earlier communications. Each party acknowledges that it has not relied on any commitment, representation or warranty in entering into the Contract, other than those expressly set out in the Contract.

No amendment or other variation to these DHS Terms by the Client will be effective unless it is in writing, is dated and is signed by a duly authorised representative of both DHS and the Client.

If there is any conflict between these DHS Terms and the Terms of the Client, these DHS Terms will prevail.