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Company Registration: 07618224.
VAT No. 116 8291 11

Terms and Conditions of Contract

Each quotation, estimate contract or invoice issued for the supply of services is deemed to incorporate these conditions.

Consultancy and Competent Person services

Every effort is made to ensure that consultation and competent person services provided are both accurate and legally compliant.

However, when providing consultancy services, Belvoir Safety Services Ltd, its Directors and persons acting legitimately on its behalf, do not provide any warranty of compliance with United Kingdom legislation. The advice, guidance and support provided by us is to the best of our knowledge appropriate to the situation and circumstances at that time. Health and safety law often contains phrases and terminology that is open to interpretation, such as 'where practicable'; only the Courts can rule on compliance with the law.

Any proposals, reports and recommendations are supplied based on the accuracy and validity of the information provided by the client. Belvoir Safety Services Ltd., take no responsibility for advice given that is based on inaccurate, invalid or misleading information provided by the client or if details are withheld.

Under UK Law, ownership and responsibility for management of safety and health in the workplace rests squarely with the Employer; it cannot be delegated to a third party individual or organisation. The client therefore retains all such responsibility.

A written form of agreement or purchase order will be issued for each project. Where a client does not use a formal purchase order system, other correspondence, including email instructions to proceed will be accepted as agreement to proceed.

Evidence of work carried out along with correspondence on the project will support a claim of contractual obligation.

Fees

Fees will be charged for delivery of service as set out in the proposal document or purchase order.

All bought in services such as photography, specialist surveys, technical monitoring and couriers will be subject to an administration and handling fee of 10%.

Consultation reports and policies are dependent upon receipt of specific information regarding the client's organisation and operation. While reasonable efforts will be made to give notice of any required information, unreasonable delays in returning that information might result in fees being charged for the delay or another client's work being given priority.

Day-to-day telephone, e-mail, photocopying, stationery and postage costs are covered by the hourly/daily/weekly/contract fees.

Reasonable expenses incurred in completing the contract, e.g. travel, will, depending on the agreed terms, be either:

- a) Charged to the Client at cost, or
- b) Included in the fixed price.

Invoices

Invoices will normally be issued monthly or at the completion of a project if less than one month's work.

On occasion, if waiting for specific information from the Client or if awaiting information from a 3rd party which the Client should have been able to provide, but failed to do so, an invoice will be issued pending final completion.

Major projects may require a deposit payment prior to commencement of delivery of the service. This will be detailed in the proposal document.

All invoices are issued on 28 day from the date of invoice payment terms, unless otherwise notified. We reserve the right to charge interest on any overdue account, which will be charged at the Bank of England base rate plus 8% and compensation will be added to the invoice, as set out in the Late Payment of Commercial Debts Act 1998 (as amended).

We may terminate our engagement and cease acting if payment of any fees billed is unduly delayed. Late payment may require advance payment before any future service is provided. However, it is not our intention to use these arrangements in a way that is unfair or unreasonable.

As directors of a company, you will be personally responsible for guaranteeing payment of the fees owed to Belvoir Safety Services Ltd.

Copyright

Unless explicitly agreed as part of a contract, copyright will remain with material originators. This is relevant to all written material, but will also apply to any commissioned photography or technical reports. Clients should take care to ensure that they have considered the future use of any items and negotiated a clear agreement on copyright ownership.

Confidentiality and conflicts of interest

If a potential conflict of interest or any confidentiality issue arises, existing clients will always be consulted about their preferred course of action.

All information provided by clients will be treated in confidence so long as it remains out of the public domain, and will only be used to provide services for the Client.

Termination

If either party wishes to terminate an agreement before the completion of the project, 30 days written notice must be given.

Clients will be liable for projected fees in that period (calculated on a pro-rata basis), while any work planned for that period will also be completed.

Training Courses

In-house training courses are governed by the same terms and conditions as consultation services detailed above.

Open training courses provided at 3rd party premises are subject to advance payment no later than 14 days before course commencement.

Fees depend on the course subject and other variables, but will be clearly shown on specific advertising and invoicing.

Belvoir Safety Services reserve the right to cancel and/or amend course dates, times, contents and venues. Every effort will be made to give the Customer as much notice as possible and offer a reasonable alternative if these are not satisfactory. In the event that payment has already been received, Belvoir Safety Services shall refund in full the price of the course. No further compensation will be given.

Cancellation by the Customer of an in-house training course within 60 days of course commencement will incur penalties as detailed below:

- a) Before 28 days of course commencement 10% of course costs.
- b) Within 28 -14 days of course commencement 25% of course costs.
- c) Under 14 days of course commencement 100% of course costs.

VAT

Where applicable, all invoices are subject to Value Added Tax at the published rate. Prices are exclusive of VAT unless stated.