



TERMS AND CONDITIONS

These terms and any agreed conditions or alterations, apply, in their entirety (see note* below), to any agreement between Risk and Safety Plus Limited ("the Company"), trading as Risk and Safety Plus (RS+, in short form), including any of its subsidiaries or divisions and the other party to such an agreement ("the Client"). The Company has been established under English law, with Limited Liability and full details are contained in the footer of each page of this document.

The Company is, or will be, pleased to act for you, as the Client and sets out, below, our terms relating to the services provided, or to be provided ("the Services"). This document is, or will, form our contract with you and supersedes any other terms of business, unless agreed, in writing, which shall then have precedence in interpretation but otherwise; it is assumed that these terms have been accepted, in their entirety, including all and any notes.

All employees and associates of the Company act on its behalf, so that it is the Company, rather than any individual, which is providing the Services and the Company accepts responsibility and any liability for those services, on behalf of its employees and associates, as set out below, none of whom shall have personal liability to you in respect of providing such services, in the ordinary and proper course.

***IMPORTANT NOTE: This document, including any other form of communication referred to in it (e.g. proposals, pricing schedule, booking forms etc.), sets out the intended relationship between the Company and the Client and supersedes any previous terms and conditions, correspondence or understanding, concerning the Services provided and / or to be provided. Unless otherwise specifically agreed, therefore, your instructions and / or continuing instructions will amount to your acceptance of these terms and conditions, in their entirety.**

1. TERMS OF ENGAGEMENT

Credit checks:	Before engaging with you, the Company will carry out a credit check, to confirm your identity and assess your credit-worthiness.
Services:	It is not always possible to determine all of the work that will be required, to conclude the Services but the main elements will be specified, primarily, in a separate proposal document, or subsequently, within the exchange of other forms of correspondence (e.g. email or letter), as appropriate.
Advisor responsible:	A main point of contact will be provided, within the proposal document, although s/he will have access to other advisors, associates, specialist practitioners and support staff, who may be called upon to assist, where necessary.
Key Account Manager:	In addition, you will be provided with a named account manager, who may or may not be the same as the Advisor responsible and is appointed to maintain contact and keep you informed of any changes to your account, or the Services provided





2. FEES

All Services undertaken on the UK Mainland (see below for overseas and other surcharges), are on a per person (advisor, practitioner or operative) basis, inclusive of all or any travelling, within the first 50 miles, in each direction, from the main trading office of the Company and accommodation charges incurred, within that radius, in attending the primary Client site (i.e. no charges will be made for travelling to or from the Client site, or accommodation, within a 50 mile radius of Bracknell, in Berkshire, unless part of a pre-negotiated long-term project).

Our fees are calculated by applying the applicable rate (see separate pricing schedule, entitled '*fee structure and package options*') to the time expended, plus any disbursements (see below) the Company may make on your behalf, which may include making and receiving telephone calls or e-mails, meetings with you and others, preparing notes of meetings, time spent on considering and drafting documents and where necessary and appropriate, research and travel.

Proposals containing estimates of likely charges are only a guide and do not constitute a binding quotation, although you can, at any time, stipulate a maximum limit, on the fees and disbursements (see below) that you are prepared to incur, which will be regularly reviewed. The Company will notify you when the limit is being reached and will not exceed it, without your specific agreement. However, please note that proposals and estimates, in connection with the Services, are based on:

- ☛ Prompt and accurate instructions from you
- ☛ No undue delays, outside of our control
- ☛ The scope of the work remains as originally instructed and accepted, or varied and agreed

Long-term and/or specialist projects (e.g. outsourcing and placement or specialist surveys etc.) are negotiated on a case-by-case basis.

Non-standard working arrangements (i.e. outside of UK mainland and/or normal working hours of 08.00 to 18.00) are subject to premium charging arrangements, as follows:

- ☛ Nights (i.e. after 18.00 and before 08.00) +60% (first surcharge)
- ☛ Saturdays +40% (additional cumulative surcharge)
- ☛ Sundays and Public Holidays +80% (additional cumulative surcharge)
- ☛ Overseas +20% (further additional cumulative surcharge)

In addition, cancellations of pre-booked training courses, which are normally payable in advance and / or long-term or specialist projects, are subject to proportional refund penalties, as follows:

- ☛ Within 5 days of commencement date - No refund
- ☛ Between 5 and 14 days of commencement date - 30% refund
- ☛ Between 15 and up to and including 30 days - 60% refund
- ☛ More than 30 days - 100% refund

Value Added Tax (VAT) is payable on the Services and most disbursements, at the rate prevailing at the time of invoice.

3. EXPENSES

In addition to the general disbursements, mentioned above, the Company shall be entitled to recharge to the Client all necessary and reasonable business expenses, incurred in the provision of the Services agreed, including but not limited to those prescribed below.

All work undertaken other than on the UK mainland, within the previously stated 50 mile radius of operations (including Northern Ireland and Eire, the Isle of Man and the Isle of White etc.), including the provision of suitable accommodation, where necessary, will be payable direct from the Client account, wherever possible and based on the most expeditious and available route(s), as follows:

Travel:

☛ By Rail:	First class.
☛ Services:	Business class.
☛ Advisor responsible:	Suitable arrangements for vehicle and driver (i.e. hire, insurance excess, fuel etc.), where appropriate or a suitable cabin berth, if by sea.

Accommodation:

☛ Hotel or equivalent:	Four star, or equivalent and secure if and when necessary.
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All materials, equipment, registrations and venues, will be charged, as follows:

- ☛ Reports and programme materials are produced, for the Client, as a single master set and additional sets or bulk materials will be supplied, on request, at cost + 10%
- ☛ Special equipment (e.g. for training delivery, testing, monitoring & analysis, plant or machinery etc.), charged at cost + 10%
- ☛ Registration fees and certification (CIEH, IOSH, NEBOSH etc.), are charged at cost
- ☛ Accommodation and external venues, including the hire of any related facilities, supplied by the Company, on behalf of the Client, charged at cost + 10%





4. PAYMENT

Invoices will be submitted as the Services are completed, or fall due and are payable immediately, unless preferential terms have been agreed, in accordance with the pricing schedule.

Unless specifically agreed, all retainer fees, training courses and long-term or specialist projects are payable in advance, at the time of booking.

In some instances, the Company may also request payment in advance, should it consider that the financial risk to the Company is or might become prohibitive, although, in the case of disbursements, the sum requested will normally be set-off against the first invoice submitted.

Payment is accepted, in sterling, by electronic bank transfer, standing order or PayPal, from UK bank accounts and details of the Company bank account are provided with each invoice submitted. Should you wish to pay by debit or credit card an additional charge will be made to cover the handling fee and administration, of 5% of the invoice, including VAT. Cash is not accepted, unless by specific agreement and in any event, the sum accepted will never exceed £1,000, for any reason.

The Company reserves the right to charge interest on late payment, up to and including the maximum permitted by the appropriate statute, applicable at the time of the proposal. In addition, in the event that any invoice becomes overdue (i.e. not paid beyond the due date stated on the invoice), the Company may decline to provide the Services agreed and may, at its sole discretion, terminate the agreement and/or contract.

5. COMPETENCE

All advisors, practitioners and operatives, employed, or otherwise engaged, by the Company, have attained a level of competence commensurate with their contracted role and have been selected on the basis of their proven ability, together with their acceptance of and commitment to, the principle of Client care.

Competent advice is provided in accordance with the requirements of the relevant statutory provisions applicable to the Service(s) provided, at the time they are provided.

6. CODE OF PROFESSIONAL CONDUCT

The Company provides superior quality services by tailoring them to meet the researched needs of the Client.

Advisors, practitioners and operatives owe primary loyalty to the community at large and the environment affected. In any conflict of interest between this and the contractual obligation(s) to the Client, the primary duty will take precedence. However, all efforts will be made to avoid professional judgments being influenced by any conflict of interest and the Client will be kept informed of any potential conflict that may arise.

Advisors, practitioners and operatives are mindful of their own personal development needs and all interventions are designed to reflect the best-validated, current, research. They will take all reasonable steps to maintain and develop their professional competence and will provide, to the best of their ability, opinions that are objective and reliable. Furthermore, they will not undertake responsibilities which they are not able to discharge but will accept personal responsibility for all work carried out by them, or under their direction.

The fee structure fully reflects the need to provide sufficient time and resources, to each intervention, in order to maintain high standards of quality in service provision.

7. QUALITY

The Company has adopted the principle that Client care is its prime motivation and a Director of the Company and / or a Key Account Manager undertakes regular monitoring and review, in order to assess and maintain high delivery standards.

In addition, the main switchboard will be answered without delay (i.e. usually, within 3 to 4 rings) and each Client-facing employee of the Company will provide their mobile telephone number and email address, on all forms of communication. In the event that an advisor, practitioner or operative is unavailable, the office staff will intercept their inbound communication, to ensure that a speedy response is provided.

In order to aid efficiency, it is the policy of the Company to use email as the preferred method of communication, unless there is a need to use the postal service, or should the Client request an alternative form of communication (e.g. confidential reports etc.).

In the first instance, the issue should be raised with the Advisor responsible for the Service and if they are unable to provide a satisfactory response, it should be escalated to the Key Account Manager, who will refer it, immediately, to a Director of the Company.

Ultimately, the Company Secretary is responsible for handling formal complaints and this should be made, in writing, to the Registered Office.

In the event that the issue still remains unresolved, the Company will submit to the auspices of the relevant professional institution and will abide by any decision they may make.

8. CONFIDENTIALITY

The Company undertakes that it will not disclose to any third party, without the Clients' express consent, any confidential information concerning the Client that may have been obtained during the course of this agreement. This obligation shall not, however, apply to any information which:

- Is in the public domain, other than through a breach of this agreement, or
- Has been lawfully received by the Company from a third party without restriction, or
- Was already in the Company's possession at the date of this agreement, or
- Was independently developed by the Company without use of the Clients' confidential information

The Company will ensure that each and every advisor, practitioner or operative supplied by it will be bound by like obligations.



9. DATA PROTECTION

The Company is registered to hold business-related data that is kept as both hard copy and in electronic format, which is used for delivering the Services agreed. This data includes that kept on our accounting and Client Relationship Management (CRM) databases. The data will be kept confidential but we reserve the right to pass on your details to third parties for the purposes of collecting any monies due to us, from you. We will keep your hard data, except for any documents and/or files you require to be returned, for a period of 7 years, after which it will be destroyed.

Most of our Clients and other interested parties enjoy receiving our newsletters, technical notes and marketing materials but please feel free to unsubscribe or let us know if you would prefer not to receive these.

10. INTELLECTUAL PROPERTY

Subject to any and all existing rights, all intellectual property (e.g. copyright) arising during the course of the agreement shall belong to the Company. However, subject to all invoices being paid, you have the right to use any such material, for the purpose for which it was created.

11. WARRANTY AND LIMITATION OF LIABILITY

The Company warrants that it will perform the agreed duties with proper care and skill and aims to provide consistently high levels of service quality.

Unless otherwise expressly stated, or agreed in writing, the maximum liability of the Company, in respect of legal liability toward the client, whether in contract, tort, statute or common law, arising out of services provided under this agreement, is limited to a sum not exceeding the actual value of any proved, attributable (i.e. not arising out of a Force Majeure, such as fire, flood, industrial action, transport failure, war or terrorism, act of nature etc.), direct or indirect loss or £1,000,000, whichever is the less.

In addition, the Company shall have no liability to the Client, or deemed to be in breach of any duties or obligations owed to you, if at any time we are prevented, delayed or hindered in complying with such duties or obligations, as a result of your failure to respond promptly to any request we may make for information, instructions or the payment of fees, including disbursements.

The Company will maintain Professional Indemnity (PI) insurance cover, to the value of the maximum liability stated and details of the insurer, plus the scope and level of cover will be made available, to the Client, upon request.

12. TERMINATION

Depending upon the nature of the instruction from the Client to us (i.e. retained or not), the contractual term of any package that may have been subscribed to (i.e. silver, gold, gold plus or platinum) and any contractual commitment outstanding, the Client may terminate their instructions to us in writing, at any time.

We will only decide to stop acting on your behalf if there is good reason, for example:

- If an invoice remains unpaid, without agreement;
- If you do not give us clear, proper or prompt instructions;
- If we cannot continue to act on your behalf, without being in breach of any applicable law, regulation or Code of Conduct; or
- If there is an irretrievable breakdown in trust and confidence between us

13. SEVERABILITY

In the event that any part of these terms is made void by any enactment, regulation or the decision of a competent court, the remaining parts shall continue in full force and effect.

14. GOVERNING LAW

This document shall be governed and construed according to English Law and shall be subject to the non-exclusive jurisdiction of the English courts.

