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A Services

This section defines the services that can be provided under our contracts.

1 General Advice

General advice includes advice on any health and safety* issue by e-mail or telephone (subject to availability* and fair use*). The details of the consultants used will be provided upon the Client's request by the Client. Details of our Partners' experience and qualifications are available from the *Safety 4 HEd* website.

- [See on for specification](#)

2 Accident and Incident Reporting Service

RIDDOR require that certain types of accident are reported to the **HSE** or the relevant **Local Authority**. The rules governing what to report and when reporting is not required are not always very clear and can require considerable interpretation. It is a criminal offence to fail to report an accident that should have been reported. It may also give a false impression of the company if accidents are reported which did not need to be reported.

Safety 4 HEd will assist you in undertaking reporting of accidents to the **HSE / Local Authority(s)**. The assistance will be in the form of advice on wording, contents of the report and whether the incident is really reportable. This type of information may also be useful when dealing with Insurance Companies (who need reasonably full and accurate reports but who are not always transparent about their requirements).

3 Inspection and Audits

Safety 4 HEd can undertake a range of different types of inspections and audits to meet your specific needs. Every effort will be made to comply with the published audit standards when undertaking audits. However, **Safety 4 HEd** does not guarantee to comply absolutely with any of the published documents, as professional judgement and experience are a large part of the audit process.

This means that in some instances our judgement may vary the interpretation of some audit clauses or the interpretation of some of the output conclusions.

For example:

- we would not absolutely apply escape distances in fire audits where there is a clear **common sense** reason not to do so (for example the excess distance is relatively small).
- we will not provide "red" scores in audits where there is a clear and documented intent to demonstrate compliance but some paperwork is not present at the time of the audit.

4 Investigation Service

Investigation of incidents may be recommended by *Safety 4 HEd* on occasions and you as a client are strongly recommended to undertake an investigation. We can advise you on undertaking your own investigation or undertake a compliant investigation on your behalf. We can also assist you with any reports that you need to file to the *HSE / Local Authority* as a result of your investigation.

5 Training Services

Safety Training is an essential feature of any health and safety management system. *Safety 4 HEd* can assist you with identifying trainers where necessary. We maintain a wide range of courses and if necessary will assist you with developing in-house courses.

5.1 Training Records

It is a statutory requirement that you provide staff with all necessary safety training. Therefore you need to record the training you have provided in order to demonstrate that you have complied with your duties. *Safety 4 HEd* will keep records of courses we provide to you. The length of time that records are kept is subject to our data retention policies (ours and yours).

5.2 Course Assessments

Attendees on many of the *Safety 4 HEd* courses may be required to complete a course assessment (test, assignment or some other form of evaluation) before they are deemed to have successfully completed the course.

5.3 Certificates

Training certificates will be provided on successful completion of relevant courses (this may be delayed until after payment has been received in full for the relevant course). These will be issued free of charge in the first instance, and will be sent to the contact person (not directly to the attendees). Subsequent issue of duplicate certificates will incur a charge.

6 Documents provided

For services where documents are provided (mainly inspections, investigations, audits and similar services), the PDF files are free and a paper copy will be provided for free on request, subsequent copies will be charged for. If any such documents are requested in other formats (including editable formats) charges may be made (to be agreed at the time of request).

If subsequent requests for files (including PDF files) are made, *Safety 4 HEd* reserves the right to charge for the provision of them. Editing of copies is not included. A new order will be required for any previously issued documents requiring editing.

7 Referrals

Safety 4 HEd may provide suitable referrals for some services. These are made so that our clients can have a one-stop-shop service. However, *Safety 4 HEd* is not directly contractually involved in the provision of any further service once the referral is made.

Under some circumstances *Safety 4 HEd* may offer discounts and may be in receipt of referral fees for making referrals. We will always be open and honest about any such arrangements and will happily explain the processes involved in specific cases on enquiry.

8 Confidentiality

Safety 4 HEd agrees that during the course of our work under our contracts we are likely to obtain knowledge of trade secrets and also other confidential information with regard to the business and financial affairs of our Clients which are not in the public domain ('Confidential Information'), and accordingly we hereby undertake to and covenant that *Safety 4 HEd* shall not:

- use the Confidential Information other than during the continuance of our contract with the Client in connection with the provision of the Services; and
- at any time (save as required by law, for example for a police or HSE investigation) disclose or divulge to any person other than to officers or employees of the Client any Confidential Information.

These restrictions shall cease to apply to information or knowledge which comes into the public domain.

8.1 Permission

Safety 4 HEd will request permission to reveal the identity of clients to aid with marketing and to provide references for other projects. We will only release information permitted under such a permission.

9 Quality and Competency of our provision

When undertaking the provision of services to the Client, *Safety 4 HEd* shall:

- carry out the Services in an expert and diligent manner and provide our services to the best of our commercial, technical and creative skill;
- to the best of our ability, fulfil all lawful and proper requests made to us by the Client;
- delegate performance of our Services to such suitably qualified and experienced personnel, as we may from time to time deem appropriate, if we are unable at any time to perform the services due to circumstances beyond our control. [The delegation will be subject to the Client's consent, which will not be unreasonably withheld];
- keep the Client informed of progress on the Services for which *Safety 4 HEd* are engaged.

10 Our Insurance

Safety 4 HEd carries insurance for all our activities including Professional Indemnity insurance and Public Liability insurances. Copies of the insurance documents can be made available on request.

11 Subcontractors

Safety 4 HEd reserve the right to use carefully selected subcontractors. These are working directly for *Safety 4 HEd* and under our terms and conditions, so your tariffs and arrangements will be maintained with minimal or no disruption. All our subcontractors will have suitable qualifications and experience, as well as the adequate professional indemnity insurances and public liability insurances legally required to undertake the work for which they are engaged. Only the data necessary for them to perform their function will be disclosed to them, and all contractual contact will be via *Safety 4 HEd* and under our rules (including confidentiality).



B Fees, invoices and payments

1 Fees

The fees will be agreed in advance and any additional work priced separately. The fee includes all the work listed in the contract, but does not include expenses.

All fees fall due on the first day following completion of the work or the stage of work (depending on the contract), and are paid in arrears. There may be a few days' delay sending invoices to assist with covering annual holidays (such as new year) or weekends.

1.1 Staged Payments

Sometimes it is agreed (for longer projects) to make staged payments for work as the project proceeds. These may be on completion of a specific sub-task or monthly for the time worked during that month. These arrangements will form part of the specific contract for the work.

1.2 Discounts

Discounts may be provided from time to time, at the sole discretion of **Safety 4 HEd**. Discounts do not apply to special rates agreed for non-tariff work.

2 Expenses

These are charges that arise from matters that do not fall into the general time tariffs. These include (but are not exclusively limited to):

- travel and subsistence; and
- other fees incurred on behalf of the client.

Travel and subsistence expenses will be charged in accordance with standard rates whilst all other expenses will be fully itemised.

Travel is measured from the **Safety 4 HEd** office to the Client location and back using the AA website. This distance will be used regardless of the real distances involved (which may be considerably longer).

- **The current mileage rate is 45p/mile** (as specified by the HMRC website).

Subsistence charges are only made where the travel requires an estimated start time before 0600Hrs or an estimated return to base time after 2000Hrs. In this case the overnight charge will become relevant (for the night before or after the work as appropriate). This will apply unless another arrangement is specifically agreed in advance. There are no other charges for accommodation or subsistence.

- **The current overnight rate is £120** per night.

Expenses will not be incurred without permission from the Client, which may be verbal (as in the cases of a request to attend site in an emergency) but will normally take the form of an e-mail or written request / agreement. These may be for any additional expense including items such as purchase of books or other materials, contracting an external specialist, and arranging access to other systems or services.

Generally expenses are charged without a mark-up, but **Safety 4 HEd** reserves the right to add a mark-up where the provision of the additional materials becomes time consuming or involves significant outlay of capital. Such mark-ups will require advance permission and will not exceed 20% of the value of the items procured.

3 Additional Work

'Additional work' will attract any discounts already agreed for the main project and will carry forwards the same fee agreed with the main contract. 'Additional work' may simply be added to the planned invoice, or if the additional work significantly extends the period of the project, a separate invoice, or staged payments, will be raised.

Further work of a different type (for example training that results from an inspection or investigation) will be raised as a new project, but will not be 'additional work'.

Further work requested after the end of a contract will be raised under a new contract and will not qualify as 'additional work'.

4 Payment of invoices

Invoices are normally generated the first day following the completion of the project, or after the completion of a stage of the project. **All invoices are in arrears.** Additional work and all expenses will be included in the itemised invoice. It is noted that for payment of invoices time is of the essence and that there are penalties for unauthorised late payment or failure to pay.

Although invoices for work undertaken are due from the date that the work is undertaken, they are only dated for payment from the date of invoicing. There is a 32 day payment period in which invoices are required to be paid.

We are committed to sending you as few invoices as we can (so far as practicable) and because of this generous arrangement it is possible for payment for work to effectively be several months after the work is delivered. This facility is therefore capped at £2000 after which an interim payment will be required.

4.1 Late payments

Unauthorised late payments (those not settled in full within 32 days from the date of invoice) **will have discounts removed.** If you anticipate problems in achieving the 32 days terms please contact us in advance, and some flexibility may be agreed. Failure to make an agreed variation in advance will result in the loss of discounts.

Should a Client fail to pay a reminder invoice within the 14 days stated then a Second reminder will be issued with an additional **late payment charge** of £40 added. Late payments may become subject to interest in accordance with the Late Payment of Commercial Debts legislation, (interest at bank base rate plus 8% calculated using the payontime.co.uk/late-payment-legislation-interest-calculators calculator).

Extensions for payment may be agreed. Any requests must be made in writing to a Director of **Safety 4 HEd.**

4.2 Communication for invoices

All invoices are issued as PDF documents provided by e-mail to the address on the contract document. If the Client requires additional people to be included in the communications for

invoices and receipts then they are required to inform *Safety 4 HEd* in writing so that this can be added to the invoicing documentation systems.

5 Discontinued work

5.1 General Consultancy Projects

In the very unlikely event that it is decided (by either side) that work on a project (once an order has been placed) should be discontinued, the client will be required to pay for work undertaken in accordance with the following chart. In addition, the Client will be required to pay all expenses and project costs to that date (even if materials or equipment ordered has not yet been used).

Amount of project undertaken	proportion of fee due to <i>Safety 4 HEd</i>
No work yet undertaken	40% of fee
0% to 25% of project undertaken	50% of fee
26% to 50% of project undertaken	75% of fee
51% to 75% of project undertaken	90% of fee
76% to 100% of project undertaken	100% off fee

This fee will be based on the value of the project with **no discounts applied**.

5.2 Training Projects

In the very unlikely event that it is decided (by either side) that work on a training course (once an order has been placed) should be discontinued, the client will be required to pay the costs of the course in accordance with the following table along with any pre-booked expenses (such as purchase of specific books or materials that are required for the course concerned).

Time before course due to be provided	proportion of fee due to <i>Safety 4 HEd</i>
Over six weeks notice	No charges will be made
More than four weeks notice	25% of the fee
More than two weeks notice	50% of the fee
Less than two weeks notice	100% of the fee

This fee will be based on the value of the project with **no discounts applied**.



C What you sign up to

1 Health and Safety Law

Under the Management of Health and Safety at Work Regulations you are required to have a Competent Person to provide health and safety advice for your company. **Safety 4 HEd** will act as that competent advisor but we limit our responsibility to the provision of relevant advice (when requested) and to the provision of the specific ancillary services. This does not extend to enacting advice or any direct management role. All duties under the “*Health and Safety at Work etc. Act 1974*” and all relevant statutory provisions remain the sole responsibility of the Client company.

There is a separate Company Support Service available for companies that would like **Safety 4 HEd** to act as their Safety Advisor under the Management of Health and Safety at Work Regulations, and details of this are available on our website or by contacting us directly.

2 Data Protection and Freedom of Information

Safety 4 HEd is registered with the Information Commissioners Office to hold data on our Clients and on individual people for the purposes of providing a Health and Safety consultancy service. In signing one of our contracts you will be agreeing to provide the necessary personal data to us so that we can perform the services and we agree not to disclose the data to other persons except as required under statute, or with prior authorisation.

As a private company **Safety 4 HEd** are not subject to the majority of Freedom of Information disclosure requirements but if your company is subject to these requirements we will regard ourselves as bound by those arrangements and will assist you to answer any questions put to you.

3 Documents and Contract Information

All clients are required to provide **Safety 4 HEd** with any health and safety related documents that are requested. In addition all clients are required to provide the following documents and any amendments to them as they are made.

- Health and safety policy
- Health and safety management procedures
- Critical Risk Assessments

4 Not for Resale

None of the services or materials provided by **Safety 4 HEd** as part of our contracts are to be re-sold to third parties without the express advance permission of **Safety 4 HEd**.

5 Copyright

The copyright of all authored documents remains the sole property of *Safety 4 HEd* unless otherwise explicitly stated in the document, or under any of the exceptions listed below. This includes all photographs taken by *Safety 4 HEd* during the course of their work.

Exceptions to *Safety 4 HEd* copyright:

- Clients' own materials.
- Documents published by Government or other bodies (these will have the appropriate copyright statements provided, along with the appropriate citation or in a separate reference list).

6 Photographic and Documentary Evidence

Copies of all documents and photographs collected during an investigation will normally be kept on file at the discretion of *Safety 4 HEd* for up to five years from the date that the investigation was last referenced. These will include all statements, images (photographs, sketches, including text descriptions of images etc.), documents, records, and any other type of materials. We reserve the right to delete materials earlier than this if operationally needed. We would normally inform you of this prior to the deletion.

We do this so that if we are called to act as witnesses in future cases, we will have our own independent records of what was looked at, evaluated, and used in the investigation. This is not to be relied upon as a source of information for the client (you should also have your own records), but you may find it very helpful in the case of a civil or criminal case.

Maintaining these files is an additional benefit to you not a part of the contractual service, and so we are under no obligation to maintain this as a part of the service. **This is clearly stated to remind you that your documents are your responsibility and we are not providing a document storage service.**

If a client cancels a contract before completion, the documents held on file may be deleted before the normal time.

7 Disclosure

7.1 Legal Breaches discovered

In the event of the discovery of general legal breaches, *Safety 4 HEd* will inform the Client that they have an issue that needs to be resolved. We will often also provide some limited guidance on the possible solutions.

For all serious and imminent breaches, we will endeavour to find an immediate solution so that the site is left in a safe state. However, this is not always possible (especially when investigating out of hours or in very remote locations).

In the event of a very serious breach of law that puts people at serious risk, *Safety 4 HEd* reserves the right to directly contact the relevant enforcing authorities on behalf of the Client or in our own name. In such cases, we will always inform the Client that we have done this, why, and to whom we provided the information.

We also provide guidance on managing staff and passing-on of sensitive information to minimise the impact of any situations on your organisation and its reputation.

7.2 Disclosure of Reports

All reports made for organisations are liable to be provided to the HSE or any other relevant enforcing authority, should they request such information using their various legal powers. **Safety 4 HEd** does not undertake, or have the legal authority to undertake, to provide client confidentiality in the face of a legal demand for documentation from enforcing authorities.

8 Threatening and offensive behaviour

Safety 4 HEd will not tolerate threatening or offensive behaviour towards its staff or agents. In the event of serious breaches of this clause, the contract may be cancelled with full costs due to be paid by the Client.



D Details

1 Types of Contract

Safety 4 HEd makes two types of contracts to deliver services. Firstly, long term contracts, such as our Company Support Service contracts, which are separate from these general terms and conditions (having their own explicit documents). Secondly, specific short term contracts for consultancy and training services (which are governed by these terms and conditions).

2 Terminating your contract

2.1 Client's decision

Clients may terminate a contract at any time by giving **at least two weeks notice** in writing to *Safety 4 HEd*. The fees that are due for short notice cancellation are specified in *section B5*.

If the company enters into administration or becomes bankrupt or is closed for any other reason this will be treated as a Client's decision to end the contract as detailed above.

2.2 *Safety 4 HEd's* decision

Safety 4 HEd may decide to terminate a contract for any reason we see fit. If we decide this then we will provide **at least two week notice**, in writing and will not charge any fees. If we are required to cancel training sessions or other attendances at short notice (for example due to illness) we will endeavour to provide alternate arrangements or will make restitution as per *section D3.1*.

3 Disputes

Any complaints about our service are to be raised as soon as is reasonable (complaints are only considered in four months immediately following the date of the alleged failing that the complaint is about) so that we have the best opportunity to correct any issues and reach an amicable solution. If we are unable to find a suitable solution then our internal dispute resolution procedure will apply (copies available on request). Should this be insufficient then mediation will be sought via a civil claims professional or ultimately the civil courts. The costs of any external mediation or court action will be added to the fees for the project.

3.1 Limitation of liabilities

In the event of any claim against *Safety 4 HEd* (or us cancelling a contract or training session) our liabilities shall be limited to the cost of the basic service that was contracted (less any discounts offered).

4 Limitations

The Services of *Safety 4 HEd* are services **to assist you in undertaking your statutory duties**. *Safety 4 HEd* **does not become responsible or liable for the duties or tasks involved** by means of our contract, we only provide advice and explicit communication services as listed above.

5 Notices

All notices shall be in writing and shall be deemed to have been duly given when delivered by hand or by first class post to the intended recipient at the address stated in the contract, or by e-mail to the relevant address specified in the contract. Notices which have been posted shall be deemed received on the second business day following posting.

6 Force Majeure

If either party to our contract is prevented or delayed in the performance of any of its respective obligations under the contract by “force majeure”, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

For the purpose of this contract ‘force majeure’ shall be deemed to be any cause affecting the performance of the contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

- strikes, lockouts or other industrial action;
- civil commotion, riot, invasion, war threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- political interference with the normal operations.

7 Currency

Safety 4 HEd reserves the right to vary the terms and conditions from time to time. Variations will be notified **at least two weeks in advance** of the changes.

7.1 Law and Jurisdiction

Our contracts are governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

7.2 Severability

If any provision of our contracts is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the contract shall continue in full force and effect as if this contract had been executed with the illegal or unenforceable provision eliminated.

7.3 Waiver

Failure of any party to insist upon strict performance of any provision of a contract, or the failure of any party to exercise any right or remedy to which he or she is entitled under the contract, shall not constitute a waiver of the conditions and shall not cause a diminution of the obligations under this contract.

No waiver of any of the provisions of the contract shall be effective unless it is expressly stated in writing and agreed to by both *Safety 4 HEd* and the Client.

8 Retention of ownership

All materials, goods and documents remain the property of **Safety 4 HEd** until such time as they have been paid for in full (and a receipt issued). The copyright of all **Safety 4 HEd** documents will be retained by **Safety 4 HEd** unless specifically stated in the provision contract. The intellectual property rights for all other materials will belong to the specific owners and are not affected by this provision.

Rights under the Sale and Supply of Goods Act 1982 (as amended) are not affected by this contract.

[See www.legislation.gov.uk/ukpga/1982/29 for the full text of the Act, as amended.]

9 Definitions

9.1 Client

Unless the context demands otherwise, the term Client will only refer to the person / company or organisation identified on the final page of this document. The terms “you”, “your” and similar words, refer to the Client unless the specific context demands otherwise.

9.2 Contract

This means any formal tender or order that is accepted, any e-mail offer that is accepted, and any other formal or informal agreement for **Safety 4 HEd** to provide specified services to a specified client for a specified sum, which has been written on paper or in an e-mail. There is no requirement for documents sent by e-mail to be signed provided that they are sent from a named personal e-mail account (i.e. not an account to which a group of people have or may have access).

9.3 “Health and safety”

Health and safety services are defined as those that relate to the “Health and Safety at Work etc. Act 1974” or the “relevant statutory provisions” made (or taken) under the Act. They do not include matters wholly under the Environmental Protection Act or any other legislation.

9.4 “Availability”

Safety 4 HEd will endeavour to provide support services at any reasonable time to its contracted clients. However, there will inevitably be some occasions when the telephone support is unavailable due to other demands on our time or when the e-mail communications will be answered more slowly than normal. This is inevitable whilst providing a service to a range of clients. In addition **Safety 4 HEd** will not normally author documents as part of general advice. Overall we need to provide the same high quality service to all our clients and so may need to limit support, though only in the case of clients who make excessive demands on our resources.

9.5 “Web forms” and 'Cloud' space

We make use of web forms on our website and may also provide access to files via our dedicated 'cloud space'. Some forms may and the 'cloud' does require password access. It is your responsibility to ensure that the data provided on the web forms is accurate and that your passwords are not shared (other than where it is stated that they can be). Passwords and web-forms are to protect your data and so it is paramount to your company privacy that you respect these features.

We reserve the right to change the forms and any interfaces to databases from time to time, as we continue to develop and improve our services to you.

9.6 Dates

9.6.1 Commencement Date

This is the date for the service to be provided or commenced on as stated on the contract document.

9.6.2 Termination Date

This is the date on which the contract is terminated, being at the end of the period of notice after a notice of termination is served by either the Client or **Safety 4 HEd**, in accordance with **section D2** of this contract.

9.7 Service

This is the totality of the provision defined in the contract document.

9.8 Confidential Information

This is that information which we may have access to, which comprises trade secrets, information with regard to the business and financial affairs of the Client, and those of the Client's clients, customers and suppliers, details of which are not in the public domain.

9.9 In Writing

"In writing" means communications made on paper and posted to the address specified in the contract document, or communications by e-mail sent to the relevant e-mail addresses specified in the contract documentation.

Text messages will be accepted for urgent matters but must be followed-up with letters or e-mails to qualify as "in writing".

9.10 Proof of delivery

The delivery of written documents will be assumed 7 days after they have been sent to the contract address (or e-mail). Should proof of delivery be required then any of the following will be accepted:

- a reply to the communication
- a Post Office or courier proof of delivery / receipt document (or e-document)
- an automatic e-mail proof of delivery message

