

Safetyform Consultancy – Terms of business

1. Our Contract

- 1.1. These terms and conditions (**Terms**) together with our Service Proposal set out the terms and conditions upon which Britannis Limited trading as Safetyform Consultancy (**we/us/our**) will provide services to you (**Contract**). These Terms apply to our Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.2. We will require you to sign and return a signed copy of these Terms before we can commence provision of the Services. If for any reason we agree to commence provision of the Services before receipt of your signed copy of these Terms, your continued instruction will be deemed acceptance of these Terms and the Service Proposal.
- 1.3. Any quotation we provide shall not constitute an offer and is only valid for a period of 30 days from date of issue.

2. About us

- 2.1. We are a limited company, registered in England and Wales under company number 10074231 and have our registered office at Llanover House, Llanover Road, Pontypridd CF37 4DY. Our trading address is Britannia House, Caerphilly Business Park, Caerphilly CF83 3GG. Our VAT registration number is [].
- 2.2. You can contact us by telephoning us on 029222 677182 or by e-mailing us at info@safetyform.co.uk.
- 2.3. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail, by hand, or by pre-paid post to the trading address set out above. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you initially provide to us.

3. Definitions

In these Terms the following terms have the following meanings:

Charges: the charges payable by you for the supply of the Services in accordance with clause 7.

Deliverables: means any deliverables set out in the Service Proposal to be produced by us in the provision of the Services.

Service Proposal: the services proposal provided in writing by us to you detailing the Services, the Charges and other relevant information.

Services: the services, including the Deliverables, to be supplied by us to you as set out in the Service Proposal.

4. Our Services

- 4.1. We shall supply the Services in accordance with the Service Proposal in all material respects (**Services**).
- 4.2. The Services will be provided using reasonable skill and care.
- 4.3. We shall use reasonable endeavours to meet any agreed performance dates, but such dates are estimates only and time shall not be of the essence.
- 4.4. We reserve the right to make any changes to the Services which are necessary to comply with applicable laws and regulations or which do not materially affect the nature or quality of the Services and we will notify you of such changes.

5. Your obligations

- 5.1. You shall:
 - 5.1.1. cooperate with us in all matters relating to the Services;
 - 5.1.2. provide us with clear, timely and accurate instructions and shall not deliberately mislead us;
 - 5.1.3. provide us, our employees, consultants and sub-contractors with access to your premises and such other facilities as we may reasonably require to provide the Services;
 - 5.1.4. provide a safe working environment for us to provide the Services and inform us of all security requirements that apply at any premises at which we may perform the Services;
 - 5.1.5. provide us with such information and materials as we may reasonably require to supply the Services and will ensure all such information is complete and accurate;
 - 5.1.6. promptly notify us of any inaccuracies in any information supplied by you and supply us with the correct information;
 - 5.1.7. obtain any licences, permissions approvals or consents which may be required to enable us to provide the Services;
 - 5.1.8. comply with all applicable laws, regulations and codes of conduct or practice;

- 5.1.9. inform us of any matter of which you are aware, or later become aware, which could affect our ability to provide the Services;
 - 5.1.10. safeguard any documentation or information which is required for the performance of the Services;
 - 5.1.11. comply with any specific obligations set out in the Service Proposal.
- 5.2. If our ability to perform our obligations under the Contract is prevented or delayed or we suffer any loss, costs or expenses due to a failure on your part to perform your obligations set out in these Terms (**Your Default**) then without limiting any other remedy available to us:-
- 5.2.1. we may suspend the supply of the Services until such time as Your Default has been remedied;
 - 5.2.2. we shall not be responsible for any delays or for any costs or losses you incur arising directly or indirectly out of our inability to perform our obligations;
 - 5.2.3. you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from Your Default.

6. Changes to the Services

- 6.1. If you require a change to the Services, please provide us with details of the requested change in writing. We will use all reasonable endeavours to accommodate your change. Upon receipt of your request, we will advise you of any impact of the proposed changes upon the Services, any agreed timescales, any necessary variations to our Charges and any other impact upon the Contract. No change will be implemented until such time as we have agreed the necessary changes to the Services and any additional charges payable.

7. Fees and Payment

- 7.1. In consideration of us providing the Services you must pay our Charges in accordance with this clause 7.
- 7.2. Our Charges are set out in the Service Proposal.
- 7.3. If you wish to change the scope of the Services in accordance with clause 6 and we agree to such change, we will modify the Charges accordingly.
- 7.4. Our Charges are exclusive of value added tax (**VAT**). Where VAT is payable you must pay us such additional amounts in respect of VAT at the applicable rate at the same time as you pay the Charges.
- 7.5. We reserve the right to increase our Charges on an annual basis. You will be notified of any increase in the Charges at least 60 days prior to such price increase taking effect.

- 7.6. Payment of each invoice we submit must be made within 30 days of the date of the invoice in full and cleared funds to the bank account nominated by us in writing.
- 7.7. If you do not make any payment due to us by the due date for payment we may (without affecting any of our other rights and remedies):-
- 7.7.1. suspend performance of the Services with immediate effect until you have paid us the outstanding amount; and/or
- 7.7.2. charge interest to you on the overdue amount at the rate of 4% a year above the base rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.
- 7.8. All amounts due by you to us under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Intellectual Property Rights

- 8.1. All patents, rights to invention, copyright, design rights or any other intellectual property rights (**IPR**) in or arising out of the performance of the Services by us (other than IPR in any materials you provide) shall belong to us.
- 8.2. We grant to you, or shall procure the direct grant to you, of a fully paid up, worldwide, non-exclusive, royalty-free licence to copy and modify the Deliverables for the purpose of receiving and using the Services and the Deliverables in your business.
- 8.3. Where in the provision of the Services, we are required to use any IPR owned by you or a third party (including but not limited to any software):-
- 8.3.1.1. you grant us a fully paid up, non-exclusive, royalty free licence to copy and modify any materials provided by you for the duration of the Contract for the purpose of providing the Services to you;
- 8.3.1.2. you warrant you are the owner of such IPR or are duly licenced to enable us to use such IPR; and
- 8.3.1.3. you will reimburse us for any damages, losses, costs or expenses we incur if our use of such IPR is deemed to breach the rights of any third party.

9. Confidentiality

- 9.1. Each party to this Contract undertakes that it will not at any time disclose to any person any confidential information concerning the other party's business, affairs, clients or suppliers except as permitted by clause 9.2.
- 9.2. Each party may disclose the other's confidential information:-

- 9.2.1. to such of its respective employees, officers, representatives, sub-contractors, agents or advisers who need to know such information for the purposes of exercising its respective rights or carrying out its respective obligations under the Contract. Each party will each ensure that such employees, officers, representatives, sub-contractors, agents or advisers comply with this clause 9;
- 9.2.2. as may be required by law, court of competent jurisdiction or any governmental or regulatory agency.
- 9.3. Each party may only use the other's confidential information for the purpose of fulfilling its respective obligations under the Contract.
- 9.4. Information shall not be deemed confidential if it is or becomes generally available to the public (other than by disclosure in breach of this Contract), was lawfully in the possession of the recipient on a non-confidential basis before disclosure by the disclosing party, or was, is or becomes available to the recipient on a non-confidential basis from a person who is not under any confidentiality obligation in respect of that information.

10. Data Protection

- 10.1. In this clause 10 **Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR) and the Data Protection Act 2018 and regulations made thereunder.
- 10.2. Each party will comply with all applicable requirements of the Data Protection Legislation.
- 10.3. Where the Services require us to process personal data only, we shall:-
 - 10.3.1. process such personal data only on your written instructions unless we are otherwise required by law to process such data;
 - 10.3.2. ensure that we have in place appropriate technical and organisational measures to protect such data;
 - 10.3.3. ensure all personnel who have access to and/or process personal data are obliged to keep it confidential;
 - 10.3.4. not transfer any personal data outside of the UK without your written consent;
 - 10.3.5. we will assist you, at your cost, in responding to any request from a data subject;
 - 10.3.6. we will notify you on becoming aware of a personal data breach;

- 10.3.7. we will delete or return personal data on termination of this Contract save to the extent we are required by law or any regulatory requirement to keep the same;
- 10.3.8. we will maintain and keep records and information to demonstrate our compliance with this clause 10.

11. Complaint Procedure

- 11.1. We are committed to providing a high quality of service. If you are unhappy about any aspect of our service, please contact us. We have a complaints procedure which details how we handle complaints. This procedure is available on request. Any complaint will be handled promptly, efficiently and fairly in accordance with our complaint's procedure.

12. Our liability

- 12.1. Nothing in the Contract excludes or limits in any way our liability for:
 - 12.1.1. death or personal injury caused by negligence;
 - 12.1.2. fraud or fraudulent misrepresentation;
 - 12.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 12.1.4. in any other circumstances where it would be unlawful for us to exclude or limit our liability.
- 12.2. We shall not be liable to you for any liability, losses, costs, expenses or damages (**Losses**) you may incur or sustain arising out of the Services where such Losses have been incurred or sustained as a consequence of your failure to comply with advice given or implement any recommendations we have made in the provision of the Services.
- 12.3. We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sale or business, loss of or damage to goodwill, or any indirect or consequential loss arising under or in connection with the Contract.
- 12.4. Our total liability to you in respect of all Losses arising under or in connection with this Contract whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed £1,000,000.

13. Termination

- 13.1. Without limiting any other rights available to it, either party may terminate the Contract by giving the other one months' written notice.
- 13.2. Without limiting any other rights available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:-
 - 13.2.1. the other party commits a material breach of any term of the Contract and (if such a breach is remedial) fails to remedy that breach within 14 days of that party being notified to do so; or
 - 13.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.

14. Consequences of Termination

- 14.1. On termination of the Contract:-
 - 14.1.1. you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice which shall be payable by you immediately on receipt;
 - 14.1.2. you shall return any materials we have supplied and any Deliverables which have not been fully paid for.
- 14.2. Termination shall not affect any rights, remedies obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 14.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

15. Events outside our control

- 15.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control including, without limitation, any act of God, flood, storm, epidemic, pandemic, economic or political sanctions, any law or regulation imposed by Government or any public authority or any interruption to a utility service (**Event Outside Our Control**).

- 15.2. If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:-
- 15.2.1. we will contact you as soon as possible to notify you; and
 - 15.2.2. our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

16. Communications between us

- 16.1. Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next day delivery service or email.
- 16.2. A notice or other communication is deemed to have been received:-
- 16.2.1. If delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 16.2.2. If sent by pre-paid first-class post or other next working day delivery service at 9.00 am the second day after posting; or
 - 16.2.3. If sent by email at 9.00am on the next working day after transmission.
- 16.3. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

17. Other important terms

- 17.1. We may at any time assign, mortgage, charge, sub-contract, delegate or deal in any other manner with any or all of our rights and obligations under the Contract.
- 17.2. You must not assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of your rights and obligations under the Contract without our prior written consent.
- 17.3. Save as permitted under these Terms, no variation to these Terms shall be valid unless agreed in writing by us.
- 17.4. Unless expressly stated, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.5. Each of the clauses and paragraphs of the Contract operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses and paragraphs will remain in full force and effect.
- 17.6. If we fail to insist that you perform any of your obligations under the Contract or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply

with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.7. This Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise, or representation or assurance or warranty that is not set out in the Contract.

17.8. This contract is governed by English and Welsh law. you and we both agree that the courts of England and Wales will have exclusive jurisdiction.

Acceptance

I/We have read and accept the terms set out above.

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Signed

Date: