Terms and Conditions for work undertaken by *Safety 4 HEd*

Date: January 2026 – Version 5.2

Introduction

These general terms and conditions apply to all work undertaken by ***Safety 4 HEd***, unless they are overwritten by specific contract arrangements to deliver defined services.

This document will be revised from time to time and the version published on the ***Safety 4 HEd*** website will always be the current version.

Safety 4 HEd is the trading identity of ***Safety 4 HEd*** *LLP*, registered with Companies' House (number OC352672). For further details please refer to the legal pages on the ***Safety 4 HEd*** website at safety4hed.co.uk.

These revised terms and conditions come into force for all contracts from the 1st of April 2026.



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A Services

This section defines the services that can be provided under our contracts. These services may be contracted individually or as part of a long-term service contract. In both cases the terms in this section are the same.

Our services are all based on good quality, well-researched materials provided by competent, qualified and experienced practitioners.

A.1 General Advice

'General advice' includes advice on any health and safety* issue by email or telephone (subject to availability* and fair use*). Experience and qualifications are available from the ***Safety 4 HEd*** website.

* See D11 for specification

'General advice' is limited to the information and advice that can be delivered without an on-site visit, or advice that does not fall into the other specified classes of service laid out below. It specifically does not include authoring documents or representing clients or companies.

A contract for 'general advice' can be made verbally (subject to confirmation by email) or via email or a web form request.

Charges for 'general advice' services will only be made if the time required is significant or if the service is part of another contract. As a result many minor** contracts / service enquiries are not subject to charges.

** Work taking 30 minutes or less in total

Receiving 'General Advice' does not constitute us being your named 'competent person'. See section A.6 for more details.

A.1.1 Accident and Incident Reporting

RIDDOR require that certain types of accidents 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 when they didn't need to be.

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).

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Note that we cannot report incidents for you. The HSE reporting system does not provide PDF copies of reports. You will need to print and save your report as part of your reporting process, before submitting, or you may find you do not have a full record of the report you submit.

A.2 Audits and Inspections

Safety 4 HEd can undertake a range of different types of inspections and audits to meet your specific needs.

Inspections are generally visits to site to look at and appraise specific health and safety matters. They are not investigations. They may also be a necessary part of the Audit process to enable validation of the management processes.

A.2.1 General Safety Audits

Our default general Audit process follows the *HSE* published *HSG65* standard. Other standards can be accommodated on request (including *Hasmap* for Universities) if you also provide copies of the materials and standards you want used. If we are required to purchase standards documents, these costs would be added to the cost of the audit.

A.2.2 Specialist Audits and Inspections

We will undertake specialist audits and inspections, for example for Fire Risk Assessments (for process-related fire issues), and for these we will follow appropriate guidance and standards. We will only contract to undertake an audit or inspection that is within our skills. If you require a specialist audit or inspection that we are not able to offer, then we will endeavour to find you a suitably competent contractor to fulfil your needs. You will need to appoint this contractor separately to your contract with us.

A.2.3 Audit Standards

Every effort will be made to comply with the latest (applicable) published standards when undertaking audits. However, ***Safety 4 HEd*** does not guarantee absolute compliance with any of the published standards 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 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;
- we would not absolutely apply escape distances in fire assessments where there is a clear common sense reason not to do so (for example, the excess distance is relatively small).

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A.2.4 Stand-Alone Inspections

These can be undertaken on request to give assurance that matters on site are compliant with the management documentation and legal requirements, and if they were not, to identify actions that may be required to correct the workplace conditions. They can be undertaken for general health and safety matters or for many specific topics or issues (including: COSHH, Fire, Lab Safety, Manual Handling, and many other specific issues).

A.2.5 Requesting an Audit or Inspection

All audits and inspections are required to be requested in writing (by email, web form or letter). In all cases the requesting person must have been provided with authority to make the service request. In the case of long-term clients, the request would normally be made by the lead contact person (or persons) listed on the contract form. The person requesting the work needs to be authorised to engage us for this service by their organisation, or a separate authorised person will be required to confirm acceptance of the contract (see section A.8.)

A.2.6 Reports

Audit and Inspection reports come in several different types, depending on the nature of the service request. In general there will be an offer for shorter or longer reports depending on your needs. The type of report requested should be considered and agreed prior to booking the service.

A.3 Investigation Services

Investigation of incidents may be recommended by ***Safety 4 HEd*** on occasions, and you as a client will be strongly recommended to undertake an investigation.

If you require your investigation to be covered by ***Legal Privilege***, you will also need to appoint a solicitor to instruct that the investigation is undertaken. We can advise you on the process if needed.

A.3.0.1 Undertaking Your Own Investigation

We can advise you on undertaking your own investigation. We can also assist you with any reports that you need to file to the *HSE / Local Authority* as a result of your investigation. This assistance is able to be provided as part of the ‘general advice’ service. Whilst we will take every care and will provide you with optimal information to the best of our ability, in assisting you to undertake your own investigation, ***Safety 4 HEd*** cannot be held responsible for the findings or interpretation as the investigation and report are your own.

A.3.1 ***Safety 4 HEd*** Investigating for You

If you want ***Safety 4 HEd*** to provide you with an investigation into an incident (accident, complaint, dangerous occurrence, etc.) or into a series of incidents that did not initially seem so important, then we can do this for you. This will be a specific contract to act on your behalf, and is different from the normal ‘general advisory’ services. The contract will be limited to investigating

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the root causes and conditions that caused the incident(s) and providing guidance on the corrective actions needed to resolve the situation.

Occasionally other matters will be identified as part of the investigation process. These may be followed up (if you request so) as a ‘general advice’ or ‘inspection’ service. Additional charges may apply, and this would be clarified at the point when any such requests are made.

A.3.2 Appointment to Investigate

Investigations will only be undertaken following a specific instruction (and authority) to investigate. This may be provided by email or web form or in the form of a letter of request. In extremis, the appointment can also be made by video or audio recording, followed up by written confirmation.

A.3.3 Permission to Obtain Evidence

Investigation can require the provision of a considerable amount of material (documentary and other materials) as well as access to locations and people. It is therefore implicit in the request to investigate that permission is granted in full to access all areas necessary for the investigation, to talk to all staff and contractors as needed, and to have access to all documentation (and any other materials) that the investigator deems necessary.

Safety 4 HEd cannot accept any responsibility for deficiency of investigations when materials, access or any other requirements have not been met in full in a timely manner. Failure to provide access to facilities, people or records will constitute a breach of contract and may result in the investigation being terminated with fees due (see section B.5 and C.7).

Implicit to the contract to investigate is the permission to use and retain any records (paper, electronic, photographic, audio, video or instrumental) as part of the investigation process. It is understood that there may (in exceptional circumstances) be valid reasons for some equipment to not be able to be used in all areas (for example, in explosive atmospheres). All records are strictly confidential to ***Safety 4 HEd*** and may be disclosed to the client or destroyed at the discretion of ***Safety 4 HEd***.

Photographs taken by ***Safety 4 HEd*** may be used by us for our purposes in any way we deem fit, provided that they do not reveal confidential matters or the identity of the client.

A.3.4 Reports

Investigation reports come in several different types depending on the nature of the service request. In general there will be an offer for shorter or longer reports depending on your needs. The content of the report can also be tailored to suit your needs, including legal analysis, incident costings, possible consequences, and many other specific elements. The type of report requested should be considered and agreed prior to booking the service.

A.4 Training Services

Safety training is an essential feature of any health and safety management system. ***Safety 4 HEd*** can provide training and assist you with identifying trainers where we are unable to provide courses

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for a specific need. We can assist you with developing in-house courses or support those in your institution who need to obtain safety qualifications, or develop specific skills or skill combinations, not covered by standard courses.

Note that some courses offered are resold (by agreement) from other providers and the certification may be from the other source provider, not ***Safety 4 HEd***.

A.4.1 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 the courses we have delivered. The length of time that records are kept is subject to our data protection policy.

A.4.2 Course Assessments

Attendees on ***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. These papers and evaluations are retained by ***Safety 4 HEd*** for a reasonable time, but are not normally provided to the client. The outcomes will be provided as part of the certification process.

A.4.3 Certificates

Electronic certificates from ***Safety 4 HEd*** will be provided on successful completion of the relevant courses (this may be delayed until payment has been received in full for the 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).

A.4.4 Ordering a Training Course

All courses need to be ordered in writing, by email, web form or letter. The nature of the course and other details will then be mutually agreed before a final proposal is provided to the client. It is often the case that clients may add further courses and request additional or changed dates under the agreement. These are subject to availability and it is strongly recommended that dates are provisionally booked prior to confirming the courses.

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A.5 Expert Witness Services

Normally expert witness services are provided to solicitors, but other people can also request them under various circumstances. However, when people other than instructing solicitors are requesting expert services, the issues that this generates with respect to legal privilege will be impacted, so we normally expect expert services to be requested by solicitors.

Safety 4 HEd provide 'expert witness' services to solicitors and others on a wide range of issues. These are always required to be ordered in writing by a letter of appointment from the requesting solicitor or other person. We can provide you (or as necessary your solicitor) with suggested text if required. The letter will need to specify the issue for which the opinion is requested upon and to act as cover to the documentation involved in the case. If inspections or investigations are also required, then they will be undertaken as part of the expert service, rather than as a separate service.

A.5.1 Reports

Expert Witness reports come in different formats depending on the nature of the service request. The type of report requested should be considered and agreed prior to booking the service. This includes 'Part 35 reports', which should ideally be specified in the letter of appointment.

A.5.2 Charges

The charging arrangements for Expert Witness reports are basically the same as for any other service. However, if requested in advance, we may provide a longer time to pay, depending on the circumstances of the case. For clarity, the time taken to arrange for payment by other persons does not constitute a reason for late payment of invoices. You as our client remain responsible to pay on time regardless of how you recharge for the services rendered.

By arrangement, in advance, invoices may be staged for payment as the case progresses.

Travel and subsistence are always charged at our standard rates.

For information about charges see Section B.

A.6 Client Support Service

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*** can act as your *Safety Advisor* under these Regulations. This requires a specific contract that defines the services you are requesting within the context of being your 'Safety Advisor'. As your 'Competent Person' we do not take on your management responsibilities but help you to fulfil them yourself in compliance with legal and best practice standards.

Companies taking up this service will be charged a monthly fee, required to be paid by standing order. This typically includes all general advice, access to our documents, some additional services (depending on need) and automatically includes a substantial discount when ordering from the other service elements detailed in this general terms and conditions document. Typically this includes

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training, investigations, and inspections. Each contract is bespoke and may be altered in any mutually agreed way that suits the needs of the your company.

A.7 Confidentiality and Quality of Our Services

A.7.1 Confidentiality

Safety 4 HEd agrees that during the course of our work, while 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', specifically information which is not in the public domain, 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 and in connection with the provision of the Services to said Client; nor
- at any time (save as required by law, for example for a police or HSE investigation) disclose or divulge to any person other than, as necessary, to officers or employees of the Client's any *Confidential Information*.

Although these restrictions formally cease to apply to information or knowledge which comes into the public domain, ***Safety 4 HEd*** will endeavour to act as if they were in force.

To help understand the difference: Documents provided to us by Clients, or about Clients, are treated as *Confidential Information*. Documents we provide to clients, from third parties, (e.g. materials sourced from the web) are not *Confidential Information*.

A.7.1.1 Permission

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

A.7.1.2 Photographs

All photographs taken by ***Safety 4 HEd*** may be used by us for our purposes in any way we deem fit, provided that they do not reveal *Confidential Information*, nor the identity of the client.

To help understand the difference: Photographs taken by ***Safety 4 HEd*** which do not show identifying features (such as company names or addresses) are not *Confidential Information*, whereas any that do show *Confidential Information* or company identifications are *Confidential Information*.

A.7.1.3 Expert Witness Cases

All materials involved in Expert Witness cases that are provided to ***Safety 4 HEd*** by solicitors are treated as *Confidential Information* regardless of the source of the material. All reports (including graphics, tables and any other materials) written for Expert Witness cases by ***Safety 4 HEd*** are treated as *Confidential Information*.

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A.7.2 Quality and Competency of our provision

When undertaking the provision of services to the Client, ***Safety 4 HEd*** shall maintain the following basic standards:

- We 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, ***Safety 4 HEd*** will fulfil all lawful and proper requests made to us by the Client.
- ***Safety 4 HEd*** may decide to delegate performance of our Services to suitably qualified and experienced personnel, as we may from time to time deem appropriate, if we are unable 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). This is subject to the Force Majeure clause.
- We will keep the Client informed of progress on the Services for which ***Safety 4 HEd*** are engaged.

A.8 Authorisation to Order

When we accept an order, we require the person making the order to be authorised to make the purchase of the service. We will undertake reasonable enquiry of the person, and will assume that managers (especially senior managers and solicitors) have such authorisation. In most cases our services are low cost and will therefore be expected to come into the range of junior managers' general authorisations. If it transpires that the company has not provided such authorisation to spend, we will require the company to arrange for an alternate authorisation, or we will suspend the service and invoice the company for a terminated contract.

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B Fees, Invoices and Payments

B.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. Expenses are charged in addition to the fees.

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

B.1.1 Service

The invoices will specify the services that have been provided, the service fees and the means of provision. If clients want highly itemised invoices, they can request this but will need to do so before the service is commenced. Likewise, expenses will also be included in the same invoice (itemised as a separate charge).

Unless agreed separately in advance, the time spent travelling (after the first hour) solely for the purpose of delivering the contracted service is chargeable at the general advice rate (this is often significantly lower than the specific service rates that apply to work undertaken).

B.1.2 Documents Provided by *Safety 4 HEd*

Where documents are provided by ***Safety 4 HEd***, PDF files are free of charge. Paper 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 their provision. Editing of copies is not included. A new order will be required for any previously issued documents requiring editing.

For current printing rates please refer to the information below. These rates may be subject to change separately from this contract document and are provided as a guide only.
• Documents at 25p per page, minimum £5.00.
• Postage at cost.

For certificates provided by ***Safety 4 HEd***, the provision of PDF certificates (including copies) is free of charge. For certificates provided by other bodies, you must approach the other body as the certificate is their property and ***Safety 4 HEd*** do not issue them and cannot retain them.

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B.1.3 Court Attendance

In some expert witness cases a tendency for clients to send Court Summonses prior to agreeing attendance has been noted. When this happens, the Court Summons will be taken as an additional work instruction for the full period of the summons, and will be planned and charged, along with any necessary overnight expenses, against the summons instruction.

If dates are agreed in advance, only time actually dedicated to the case, along with expenses, will be chargeable.

All time at Court (including all waiting and administrative time) will be charged as work time.

B.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 (and only incurred with prior agreement with the client).

B.2.1 Travel Charges

Travel mileage is measured from ***Safety 4 HEd***'s office to the Client's 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).

Travel time (excluding the first hour, which is provided free of charge) is charged at £50/Hr (excepting Legal Aid work, which is charged at £40/Hr). This is ‘real time’, not the AA website expectations, which tend to be gross underestimates of the time needed compared to real travel conditions.

B.2.2 Subsistence Charges

Subsistence charges are only made when the travel requires an estimated start time before 0800Hrs 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 £150 per night.

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B.2.3 Permission

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 email or written request and agreement. These may be for any additional expense, including items such as purchase of books or other materials, contracting an external specialist, or arranging access to other systems or services. Emergency verbal agreements are required to be backed up in writing by email or letter within 24 hours.

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

B.3 Additional and Further Work

Sometimes undertaking work exposes the need for more services to be provided. This comes in two broad classes: Additional work, which is when more of the same service is needed; and Further work, when a different type of work is required.

B.3.1 Additional Work

In principle, '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.

B.3.2 Further Work

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'. This means that it may not have the same arrangements and charge rates as the additional work.

B.3.3 Court Attendance

As noted in section B.1.3 above, all Court Summonses will be treated as bookings for additional work and will be regarded as a contractual extension (made with or without negotiation). Summonses without prior notice and agreement cannot be guaranteed, and if the attendance at Court was not booked in advance by agreement, ***Safety 4 HEd*** reserve the right to explain directly to the Court that permission to book the time was not requested.

Although Court cases are given the highest of priority in our work scheduling, they cannot be superimposed over other equally high priorities (including long-term teaching commitments and other cases) so Clients are advised to seek agreement of dates prior to the issue of summons.

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B.4 Payment of invoices

All work is undertaken under the terms of a contract, which will include a fee and the terms for paying that fee. Any client requests for specific terms or arrangements need to be agreed and in place prior to the contract being commenced.

Invoices are normally generated within a week after 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.

Delays to invoices can be agreed and may be provided for a variety of reasons. This is most frequent for personal injury claims, where invoicing may be delayed pending a hearing, where this would significantly assist and would not impose too greater burden on ***Safety 4 HEd***.

B.4.1 Payment Terms

General invoices are required to be paid (by BACS or cheque) within 32 calendar days. The 32-day term was set to enable smaller companies to run monthly cheque runs.

Failure to pay within the specified time will result in discounts being suspended and the bill being re-invoiced for the full undiscounted amount, and a further 14-day term imposed.

If longer payment terms are anticipated to be required, a **10%** ***late payment permission fee*** can be agreed for terms of 90 days then being provided, though no late payment is tolerated.

B.4.2 Card Payments

Clients may request to pay via our secure third-party card payment portal. The additional costs of this will not be added to the client's invoice unless they fail to pay in the 14 calendar days provided. If a reminder invoice is required, an administration fee of 10% will be added to the invoice.

B.4.3 Staged Payments

Sometimes it is agreed 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 be part of the specific contract for the work. Conditions for payment of invoices under staged payments are identical to any other invoice.

For a few personal Civil Litigation cases, there are exceptional circumstances that will apply and fees can be delayed, *provided that this is agreed in advance of the work being accepted*. On these occasions an invoice will be raised as usual at the end of the project, and a reminder will normally be issued four weeks prior to the agreed payment date. In all other respects, these fees are treated in the same way as any other invoice raised.

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B.4.4 Capping

B.4.4.1 Unpaid Sum Limit

We are committed to sending you as few invoices as we can and, because of our generous arrangements, it is possible for payments to be substantially delayed. Therefore we reserve the option to require payment prior to further work being undertaken, should outstanding invoices exceed £2000.

B.4.4.2 Price Cap

Sometimes there are operational uncertainties that can make estimating the price for a job very difficult. Under these conditions we can agree to a cap on the chargeable fee, regardless of the actual time taken to undertake the work. This may be offered by ***Safety 4 HEd*** but only under exceptional conditions.

B.4.5 Late payments

Unauthorised late payments (those not settled in full within the specified time on invoice, unless an agreement for an extension has been made) **will have all discounts removed**. If you anticipate problems in achieving the payment date, 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.

If a Client fails to pay on time, a reminder invoice is raised. This new invoice adds the value of the lost discounts and is to be paid in full within 14 calendar days.

Should a Client fail to pay a reminder invoice as 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 Partner of ***Safety 4 HEd***.

Any costs incurred in pursuing late payments will be added to the invoice in full.

B.4.5.1 Note for Expert Witness Fees

It is noted that solicitors often claim that they do not have the funds from the litigating party to pay for the work. However, the commissioning Solicitor is the contract holder under rule 35 Practice Direction 6.2, and is liable for the fee, even if they are then arranging for payment by another party. If the fee is not paid on time, the sanctions noted in this document will apply. Having problems getting your own client to pay invoices does not constitute a reason for default on payment.

> 6.2 The party or parties instructing the expert must pay any fees charged by that expert for answering questions put under rule 35.6. This does not affect any decision of the court as to the party who is ultimately to bear the expert's fees.
>
> www.justice.gov.uk/courts/procedure-rules/civil/rules/part35/pd_part35

If problems are anticipated, then the solicitor will need to request additional time to enable payment. This can be agreed with a 10% *late payment permission fee* being added to provide for 90 day invoices (see B.4.1)

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B.4.6 Discounts

Discounts on fees may be provided, at the sole discretion of ***Safety 4 HEd***. Failure to pay invoices by the due date will result in loss of the discounts provided.

B.4.7 Communication for invoices

All invoices are issued as PDF documents provided by email to the address on the contract document (including the solicitor's letter in the case of Expert Witness commissions). 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.

B.5 Discontinued work

Work will be deemed to have been discontinued if ***Safety 4 HEd*** is requested by the client to stop work, or if emails and other communications from ***Safety 4 HEd*** are not answered for an extended time (typically 4 weeks). Very occasionally ***Safety 4 HEd*** may decide to discontinue work because of operational or other problems, in which case an agreed price for the work undertaken to date will be chargeable and the remainder of this section will not apply.

B.5.1 General Consultancy Projects

In the very unlikely event that it is decided (by either side) that once an order has been placed, work on a project should be discontinued, the client will be required to pay for work undertaken in accordance with the following chart. The fee will be calculated on a percentage of the full fee without discount. In addition, the Client will be required to pay all expenses and project costs to that date (even if materials or equipment ordered have not yet been used).

Amount of project undertaken	% due to ***Safety 4 HEd***
No work yet undertaken	40% of the fee
0% to 25% of project undertaken	50% of the fee
26% to 50% of project undertaken	75% of the fee
51% to 75% of project undertaken	90% of the fee
76% to 100% of project undertaken	100% of the fee

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

Note: When work is discontinued, no discounts will be applied. This may result in higher than anticipated invoices.

B.5.2 Training Projects

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

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on a percentage of the full fee without discount, plus all expenses incurred (such as course fees, books etc.) at their full amount.

Time before course due	% due to ***Safety 4 HEd***
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**.

Note: When work is discontinued, no discounts will be applied. This may result in higher than anticipated invoices.

B.5.3 Expert Witness Work

When a commissioning solicitor cancels a project, or terminates a project (typically cancelling scheduled Court attendance due to arriving at a late settlement), as well as paying for the hours worked on the case to that point, the following scale of charges will be applied for the uncompleted work that was booked (including travel time and overnight expenses). At no time will the final fee exceed 100% of the planed fee.

Time before course due	% due to ***Safety 4 HEd***
Over four weeks notice	No additional charges will be made
More than two weeks notice	25% of the planned fee
Less than two weeks notice	50% of the planned fee
Less than 72 hours notice	100% of the planned fee

The 72 hours timing stems from the Civil Legal Aid (Remunerations) Regulations 2013, Schedule 5.

The fee will be calculated to include the time anticipated in Court on the basis of 6 Hours per day. Additionally, any expenses incurred (such as hotel bookings) that cannot be cancelled will also be charged.

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C What you sign up to

C.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*** does **not** act as that competent advisor unless you have contracted the Company Support Service (under a separate contract).

In general, and with regards to all other contracts considered in these Terms and Conditions, ***Safety 4 HEd*** 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.

C.2 Data Protection and Freedom of Information

Safety 4 HEd is registered with the *Information Commissioner's 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 or commissioning work (as with a letter of instruction from a solicitor), 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 of our Client. Additionally, other exceptions may also exist in the case of legal breaches as detailed in Section C.7.

As a private company, ***Safety 4 HEd*** are not subject to the majority of Freedom of Information disclosure requirements. However, 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.

C.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

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C.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 written permission of ***Safety 4 HEd***. This includes when we provide material for ongoing in-house use (such as checklists or training materials).

If this term is breached, we reserve the right to charge at premium rates for the goods or services involved and for any additional time.

C.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 (including materials provided as part of Expert Witness bundles).
- Documents published by Government or other bodies (these will have the appropriate copyright statements provided, along with the appropriate citation in our text or in a separate reference list).

C.6 Photographic and Documentary Evidence

Copies of all documents and photographs collected during an investigation may 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. We reserve the right to delete materials earlier. These include all statements, images (photographs, sketches, including text descriptions of images etc.), documents, records, and any other type of materials.

See our Data Protection Policy on our website at safety4hed.co.uk/legal-issues/

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 a civil or criminal case.

Maintaining these files is an additional benefit to you and **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.**

For information on the management and deletion of documents, please reference our data protection policy. It is noted that photographs and documents that do not show any confidential or other corporate information, and are the copyright of ***Safety 4 HEd***, may be kept and used indefinitely.

Files related to expert witness cases will be destroyed on request of the commissioning solicitor.

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C.7 Disclosure

C.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 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 which information.

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

C.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.

The *only exception* to this is for reports made under *legal privilege* to a solicitor (typically Expert Witness reports), which will only be released if permission is provided by the relevant lawyer. See section A.3 above.

C.7.3 Disclosure to Authorities

If we believe you or your company are intentionally or knowingly hiding information from enforcing bodies, we reserve the right to pass on any such information to the competent authorities.

C.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.

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D Details

This section provides numerous details that do not readily fit into the other sections. These details are still part of the contract and often contain the definitions to interpret the other parts of this document.

D.1 Types of Contract

Safety 4 HEd make many contracts but they tend to fall into two groups. Long-term contracts to deliver (often unspecified) services over a long time, potentially many years, and single-issue contracts to deliver one specific service.

Any contract may have variations in the terms and conditions if agreed in advance, and those variations will remain for the life of the contract, regardless of changes in this general terms and conditions document. Anything that is not bespoke to the contract (agreed in advance) is to operate under these general terms and conditions. Note that prices are not a ‘general term and condition’ nor a ‘bespoke condition’, and are subject to periodic change, being notified in advance as necessary.

D.2 Terminating your contract

D.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 B.5*.

If the company engaging ***Safety 4HEd*** enters into administration, 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.

D.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 weeks' notice** in writing and will not charge any fees from the date of notice. 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 D.3.1*.

D.3 Disputes

Any complaints about our service are to be raised as soon as is reasonable (complaints are only considered during the three months immediately following the date of the alleged failing that the

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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 an amicable suitable solution, mediation will be sought via a civil claims professional or ultimately the civil courts. The costs of any external mediation or court action may be added to the fees for the project.

D.3.1 Limitation of liabilities

In the event of any claim against ***Safety 4 HEd*** (for example as a result of us cancelling a contract or training session) our liabilities shall be limited to the cost of the basic service that was contracted (or the discounted cost, if a discount was applicable).

D.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. All your risk assessments remain your responsibility and all your policies and internal guidance documents remain your own in full. In particular: your duties to report accidents, ensure staff are trained, implement corrective actions, etc., are yours and not ***Safety 4 HEd***'s.

D.5 Notices

All notices shall be in writing and shall be deemed to have been duly given when delivered by hand, or by first or second class Royal Mail post to the intended recipient at the address stated in the contract (either registered or operational addresses will suffice), or by email to the relevant address specified in the contract.

Note: we use email in preference to post for all communications, where practicable.

D.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, extreme bad weather or other natural physical disaster;

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- inability to use railways, shipping, aircraft, motor transport or other means of public or private transport; and
- political interference with the normal operations.

D.7 Currency of Contract

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.

D.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.

D.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.

D.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.

D.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.]

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D.9 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.

D.10 Subcontracting

Safety 4 HEd does not normally use subcontractors but may make referrals to other providers.

D.10.1 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. Any subcontractors will have suitable qualifications and experience, as well as the 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). We will not send a contractor to your site without giving you advance notification.

D.10.2 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.

D.11 Definitions

D.11.1 Client

Unless the context demands otherwise, the term Client will only refer to the person / company or organisation that has requested our services, as clearly identified on the order form, or the last page of a long-term contract. The terms “you”, “your” and similar words, refer to the Client unless the specific context demands otherwise.

D.11.2 Contract

This means any formal tender or order that is accepted, any email offer that is accepted (normally also covered by an order form, even if this is at a later date), 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 email. There is no requirement for documents sent by email

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to be signed, provided that they are sent from a named 'personal' work email account (i.e. not an account to which a group of people have or may have access).

D.11.3 “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.

D.11.4 “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 email communications will be answered more slowly than normal. This is inevitable whilst providing a service to a range of clients, especially in an area of work where prompt response to accident and other unplanned incidents is required. 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.

Occasionally work may be cancelled, delayed, or become 'late' due to unforeseen circumstances. We endeavour to prevent this from happening but the nature of a service contract is that sometimes this will happen. If this becomes operationally problematic, please contact us to let us know, so that we can reprioritise your needs.

D.11.5 Web forms and web space

We make use of web forms on our website and may also provide access to files via our dedicated web space. Some forms and resources may require password access. It is your responsibility to ensure that the data provided on the web forms is accurate and that 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 our materials and interfaces to databases from time to time, as we continue to develop and improve our services to you.

D.11.6 Dates

D.11.6.1 Commencement Date

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

D.11.6.2 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 D.2* of this contract.

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D.11.6.3 End of Contract Date

This is the date for the service to end (where specified) as defined on the original contract, or any agreed extensions to the contract.

If an end of contract date is not specified in your contract, this would be the date of the final invoice.

D.11.7 Service

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

All open services that are provided without limitation on use are still subject to a ‘Fair Use’ limitation. We will prioritise work from different Clients according to urgency, importance, our available resources and the amount of time that the particular Client has called upon. If a Client starts to demand excessive amounts of service, their provision will be seen as of a lower priority than those clients that are not calling for as much work to be supplied. It is noted that some projects (for example where Court deadlines apply) will naturally have higher priority than other work.

If Clients have important deadlines that they require to be met, they must tell us of those deadlines at the start of the project. ‘Springing’ new deadlines without warning, especially when they are short notice, may result in the work being cancelled, where meeting those deadlines would not be ‘Fair Use’ with respect to other Clients and their needs.

D.11.8 Confidential Information

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

D.11.9 In Writing

“In writing” means communications made on paper and posted to the address specified in the contract document, or communications by email sent to the relevant email addresses specified in the contract documentation.

Text messages will be accepted for urgent matters but must be followed-up with emails (or letters) to qualify as “in writing”.

D.11.10 Proof of delivery

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

- a reply to the communication (including automated replies);
- a Post Office or courier proof of delivery / receipt document (or e-document).

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