

“HEALTH & SAFETY COMPLIANCE ENGINEERING”

Robin J Carver Limited

TERMS AND CONDITIONS (ver.7.0)

1. Definitions

- a. “HEALTH & SAFETY COMPLIANCE ENGINEERING” means Robin J Carver Limited.
- b. “Client” means the organisation or individual placing an order with HEALTH & SAFETY COMPLIANCE ENGINEERING or with Robin J Carver Limited.
- c. “Declaration of Conformity or Incorporation” unless otherwise specified is a self-certifying document.
- d. “Specialist” means a third party or authority specialising in a particular discipline or with special skills or qualifications necessary for or contributing to the completion of the project.
- e. “Contract” means any agreement whether in written or electronic format or verbal to undertake a project.
- f. “Project” means the workload referred to in the quotation, orders, instructions and/or contracts.
- g. “Charges” includes all fees, expenses, costs etc. that will appear at time to time on the invoices submitted by HEALTH & SAFETY COMPLIANCE ENGINEERING.
- h. “Support & Service Agreement” means any formal agreement between HEALTH & SAFETY COMPLIANCE ENGINEERING and the client, in which HEALTH & SAFETY COMPLIANCE ENGINEERING provides an agreed service for fees paid at agreed intervals over an agreed period of time.

2. Obligations

- a. HEALTH & SAFETY COMPLIANCE ENGINEERING will make best endeavours to provide to the client with the work set out in the proposal for the agreed project. Time and resources made in the proposals are based on the best estimates made at the time and may be subject to revision as the project progresses. If at any stage during the course of the project factors arise which indicate that the project cannot be completed or that the time and resources will exceed the estimate then HEALTH & SAFETY COMPLIANCE ENGINEERING reserves the right to revise or terminate the project. In such circumstances the client will be advised and receive such information as has been gathered to the point of termination or will pay pro rata charges for the additional time and resources required.
- b. HEALTH & SAFETY COMPLIANCE ENGINEERING will apply the standard or specification best suited to the unit. The issuing of any report or Declaration of Conformity or Incorporation as a result of the project does not indicate any measure of approval, certification, supervision control or surveillance by HEALTH & SAFETY COMPLIANCE ENGINEERING or any other body. Any such report applies only to the particular unit tested. The clients own management decision will be required to self-certify their products.
- c. On occasion it may be necessary to involve a third party specialist or authority that will incur additional costs. These costs will be added to the charges and may be charged on a Pro Forma basis.
- d. Supply of any materials and delivery thereof will be charged at cost plus up to 25%
- e. Unless otherwise agreed Timesheets will be submitted in support of charges. Such Timesheets are provided for information only and are not to be the subject of any approval by the client.
- f. It is incumbent on the client to have the right equipment ready and operational for inspection, demonstration and test together with all necessary documentation. If this is not the case HEALTH & SAFETY COMPLIANCE ENGINEERING is prepared to remain on site for a reasonable period of time but charges will apply. HEALTH & SAFETY COMPLIANCE ENGINEERING is prepared to remain on site if circumstances dictate. This extra time will incur charges. We ask you to remember that we do have other client commitments and whilst we will do our best to make provision for additional time on site other commitments must be taken into account.
- g. The client shall supply at his expense as many samples for inspection and test as may be reasonably expected to undertake the project. It must be understood that some testing will be “destructive” and HEALTH & SAFETY COMPLIANCE ENGINEERING may not be held responsible in any way for any damage that may be caused in the undertaking of the project.
- h. Where work includes design or changes or modifications to safety related systems these will be undertaken where possible and practicable in accordance with European Union Directives where they are appropriate and required to be applied.
- i. Unless stated otherwise services offered are open for acceptance for 30 days from the date of the proposal.

3. Expenses
 - a. Agreed fees are based on an 8 hour day including travelling time to and from HEALTH & SAFETY COMPLIANCE ENGINEERING's offices.
 - b. Unless agreed otherwise HEALTH & SAFETY COMPLIANCE ENGINEERING will choose convenient method of travel. This may include:-
 - i. Travel by private vehicle (see below)
 - ii. Travel by Rail based on Business Class level or equivalent or better.
 - iii. Travel by Air based on Business Class level or equivalent or better.
 - iv. Travel by authorised taxi (Hackney Carriage in UK)
 - v. Vehicle rental (an appropriate vehicle from a recognised vehicle rental company)
 - c. Travel using private vehicle may incur expenses to be charged at a rate as published by the Automobile Association
(see:- www.theaa.com/allaboutcars/advice/advice_rcosts_home.html).
 - d. Normal expenses will be added at cost to the invoice. Normal expenses are defined as: air fare, public transport, ferry and toll charges, taxi fare, vehicle hire, fuel costs, hotel, meals and local taxes.
 - e. Travel will be at Business Class level or equivalent or better.
 - f. Hotel accommodation will be at 3 star (or equivalent) in the European Union or 4 star (or equivalent) outside the European Union as defined by the Automobile Association
(see:- www.theaa.com/getaway/hotels/hotels_explained.html)
 - g. The client will be expected to arrange for travel insurance when travelling outside of the United Kingdom including a minimum medical emergency and associated expenses cover of up to £10,000,000, hospital benefit of £800 per day or part of day, personal accident cover in the event of permanent injury or death of £30,000. And other reasonable cover.
 - h. HEALTH & SAFETY COMPLIANCE ENGINEERING may request certain expenses in advance of any travel.
4. Insurance
 - a. Any equipment subject to inspection and/or test is to be covered under the clients insurance arrangements. It must be understood that some testing will be "destructive" and HEALTH & SAFETY COMPLIANCE ENGINEERING shall not be held responsible in any way for any damage that may be caused in the undertaking of the project.
 - b. Robin J Carver holds PROFESSIONAL INDEMNITY, EMPLOYERS LIABILITY, PUBLIC LIABILITY and PRODUCTS LIABILITY INSURANCE and these are available for inspection should the client so wish. Robin J Carver Limited, Robin J Carver or HEALTH & SAFETY COMPLIANCE ENGINEERING cannot be held liable for any claims that exceed the limits of such indemnities.
 - c. See also provision of travel insurance under Expenses.
5. Exclusions
 - a. In no circumstances shall HEALTH & SAFETY COMPLIANCE ENGINEERING be liable for any loss of business or profit whatsoever however arising in consequence of any work done or not done pursuant of the project or otherwise.
 - b. HEALTH & SAFETY COMPLIANCE ENGINEERING disclaims any liability to damage or loss or injury arising from any work whether within or outside of the project caused by negligence on the part of HEALTH & SAFETY COMPLIANCE ENGINEERING or any specialist or third parties employed.
 - c. Where designs or changes or modifications are applied to existing equipment or processes HEALTH & SAFETY COMPLIANCE ENGINEERING will require the written approval from the original designers confirming that such designs or changes or modifications are acceptable otherwise HEALTH & SAFETY COMPLIANCE ENGINEERING are unable to guarantee that these designs or changes or modifications will be fully compatible with the process parts of the control system, as information and knowledge of the process part of the control system may be limited.
6. Confidentiality
 - a. HEALTH & SAFETY COMPLIANCE ENGINEERING will keep strictly confidential all industrial and commercial information obtained about the client and their products.
 - b. HEALTH & SAFETY COMPLIANCE ENGINEERING will not be liable for damages penalties costs and/or expenses as a result of work done on the project which involves any infringement of any patent, copyright, registered design or other design right or trademark or any claim for such infringement.

7. Payment Terms
 - a. Charges will be submitted in the form of an invoice each month throughout the project and are due for payment at the time of presentation. The client may pay the charge within 30 days of the date of the invoice. This credit arrangement is granted as a goodwill gesture between the client and HEALTH & SAFETY COMPLIANCE ENGINEERING.
 - b. Overdue accounts will incur interest charges at 10% above Barclays Bank PLC current bank rate.
 - c. Reports, documentation, etc. will not be issued until invoices have been paid in full.
 - d. The services of any Specialist may be charged on a Pro Forma basis.
 - e. Value Added Tax at the current rates will be added to any costs and charges shown.

8. Cancellation
 - a. If a reservation is cancelled or postponed within 14 days before the arranged date HEALTH & SAFETY COMPLIANCE ENGINEERING reserves the right to apply a cancellation charge equivalent to 80% of the reserved time. Any additional expenses or cancellation charges incurred will be charged in full.
 - b. If a reservation is cancelled or postponed within 7 days before the arranged date HEALTH & SAFETY COMPLIANCE ENGINEERING reserves the right to apply a cancellation charge equivalent to 100% of the reserved time. Any additional expenses or cancellation charges incurred will be charged in full.

9. Termination
 - a. If the client shall commit any act of bankruptcy or go into liquidation or suffer the appointment of an administrative receiver or any proceedings shall be instituted in respect of it under the Insolvency Act 1986 or shall fail to make any other payment provided for by the contract where the same shall be due., HEALTH & SAFETY COMPLIANCE ENGINEERING shall be entitled to terminate the contract. In the event of the client coming under the control of another person, firm or company HEALTH & SAFETY COMPLIANCE ENGINEERING reserves the right to terminate the contract without liability.

10. Additional Terms & Conditions with respect to Support & Service Agreements
 - a. Support & service is provided on the basis of an agreed level of support and/or service being provided in return for agreed regular payments being made.
 - b. Unless stated otherwise the period of the Support & Service Agreement is 12 months from the date of the agreement.
 - c. The number of hours or days support or service is given as a maximum. Hours or days remaining unused at the end of the agreed term are not refundable.
 - d. Payments must be made on or before the first day of each calendar month.
 - e. Failure to pay or late payment may result in the agreement being terminated and all outstanding costs will be invoiced for immediate settlement. See also item 7 above
 - f. Unless agreed and stated otherwise all other expenses incurred will be invoiced separately in accordance with item 3 "Expenses" detailed above.
 - g. HEALTH & SAFETY COMPLIANCE ENGINEERING reserve the right to exclude specialist services from the scope of any agreement.
 - h. The client may refer to HEALTH & SAFETY COMPLIANCE ENGINEERING or Robin J Carver as their Safety Advisor and/or his status as a Chartered Safety & Health Practitioner in any related document subject to prior approval.
 - i. The client must seek to protect the good name and standing of HEALTH & SAFETY COMPLIANCE ENGINEERING and/or Robin J Carver Limited and/or Robin J Carver at all times.