

**Corporate Safety Solutions Ltd  
Conditions for the supply of  
services**

These conditions apply in the following circumstances:-

- i) to the conditions of the attached Proposal (where relevant)
- ii) to the performance of any Specified service in accordance with the attached Proposal (where relevant) or any amendment thereto agreed
- iii) to the performance of a specified training service where a completed booking form ('acceptance document') has been received

**1 Interpretation**

1.1 In these conditions the following words shall have the following meanings unless the context requires otherwise:

"Client" means the person named in the Service Specification for whom the Supplier has agreed to provide the Specified Service in accordance with these conditions;

"Contract" means the contract for the provision of the Specified Service;

"Document" includes, in addition to a document in writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;

"Proposal" means the attached written Proposal (where relevant) expiring 30 days after the date thereof and which details the Service Specification and Price Schedule annexed hereto;

"Price Schedule" means the schedule detailed within the Proposal and which sets out the charges for the Specified Service;

"Acceptance Document" means the document upon written acceptance of which the Client accepts the Proposal;

"Input Material" means any Documents or other materials and any data or other information provided by the Client relating to the Specified Service;

"Output Material" means any Documents or materials and any data or other information provided by the Supplier relating to the Specified Service;

"Service Specification" means the Specification detailing the service to be provided to the Client by the Supplier;

"Specified Service" means the service to be provided by the Supplier for the Client and referred to in the Service Specification and Proposal;

"Supplier" means Corporate Safety Solutions Ltd whose registered office is at 5 Clifton Moor Business Village, James Nicolson Link, York, YO30 4XG

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

**2. Formation of Contract**

2.1 A Proposal by the Supplier does not constitute an offer and the Supplier reserves the right to withdraw or revise any Proposal at any time prior to the Supplier receiving a completed Acceptance Document from the Client, unless the Supplier has specified otherwise.

2.2 The contract shall be formed when the Supplier receives a completed Acceptance Document from the Client subject to these conditions.

**3. Supply of the Specified Service**

3.1 The Supplier shall provide the Specified Service to the Client subject to these conditions.

3.2 Subject to Clause 3.6, any changes or additions to the Specified Service or these conditions must be agreed in writing by the Supplier and the Client.

3.3 The Specified Service shall be provided in accordance with the Specification Sheet and otherwise in accordance with the Supplier's brochure or other published literature relating to the Specified Service from time to time, subject to these conditions.

3.4 Further details about the Specified Service and advice or recommendations about its provision or utilisation, which are not given in the Supplier's brochure or other promotional literature, may be made available upon written request.

3.5 The Supplier reserves the right to use its appointed and approved sub-contractors in providing the services in accordance with the Service Specification.

3.6 The Supplier may at any time without notifying the Client make any changes to the Specified Service, which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Specified Service.

**4. Cancellation/Transfer of Specified Service**

4.1 In the event of cancellation of a Specified Service:

4.1.1 by the Client, the Supplier reserves the right to charge a cancellation fee as detailed in the Acceptance Document;

4.1.2 by the Supplier, subject to Clause 9.4, the Client shall be entitled to a refund in accordance with the provisions under Clause 9.3.

4.2 In the event of a transfer of a Specified Service by the client, the Supplier reserves the right to charge a transfer fee as detailed in the Acceptance Document/Booking Form.

**5. Charges**

5.1 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

5.2 The Supplier may vary its charges from time to time by giving not less than one month's written notice to the Client.

**6. Payment**

6.1 Subject to any special terms agreed, the Supplier's charges detailed in the Price Schedule and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax and without any set-off or other deduction) within 30 days from the date of the Supplier's invoice.

6.2 The time of payment of the invoice shall be of the essence of the contract. Interest (both before and after any judgment) may be charged on amounts not paid when due under the Late Payment of Commercial Debts (Interest) Act 1998.

6.3 No discounts are authorised unless previously agreed in writing

6.4 The Supplier may change its

terms of payment by giving written notice to the Client.

**7. Intellectual Property Rights**

7.1 Unless otherwise agreed in writing, the property and any copyright or other intellectual property rights in:

7.1.1 any Input Material shall remain vested in the Client;

7.1.2 any Output Material shall, unless otherwise agreed in writing between the Client and the Supplier, remain vested in the Supplier at all times;

7.1.3 Notwithstanding the above provisions under clause 7.1.2, the Client shall be entitled to use the Output Material for the purposes of utilising the Specified Service by way of a non-exclusive, non-transferable and perpetual licence, subject to payment in full of all sums payable under the Contract.

7.2 Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.

7.3 Subject to Clause 7.2, the Supplier warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party and the Supplier shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

**8. Confidentiality**

8.1 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier, its appointed or approved subcontractors and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client and will not be communicated or transmitted to any other person without prior written agreement of the other.

8.2 Neither the Supplier nor the Client shall use the name of the other in any publicity material nor publish anything related to work being undertaken pursuant to the Proposal without the prior written permission of the other (such permission not to be unreasonably withheld).

8.3 The obligations of confidentiality and non-publication contained in Clauses 8.1 and 8.2 shall not apply to any information which ~

8.3.1 is in or enters the public domain other than by virtue of the recipient's act or omission;

8.3.2 is known to the recipient at the time of disclosure to the recipient provided that the recipient produces to the other satisfactory evidence of the same within 14 days of such disclosure;

8.3.3 is required to be disclosed by the recipient by a court of competent jurisdiction

**9. Warranties and Liabilities**

9.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care

and skill and, as far as reasonably possible, in accordance with generally accepted industry standards and within the times referred to in the Specification Sheet.

9.2 Except for the express limited warranties set out in Clause 9.1 above, the Supplier makes no warranty of any kind with respect to the Specified Service. The Supplier hereby expressly excludes all other warranties, conditions, all other terms or guarantees, written or oral, express or implied, statutory or otherwise including without limitation, any implied warranties, conditions, all other terms or warranty of merchantability, satisfactory quality or fitness for a particular purpose of the Specified Service or the Output Material.

9.3 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

9.4 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Conditions, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service (including any delay in providing or failure to provide the Specified Service) or their use by the Client and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Specified Service, except as expressly provided in these conditions.

9.5 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

**10. Termination**

10.1 Either party may terminate the Contract at any time by giving not less than one month's written notice to the other.

10.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed

**11. Applicable Law**

English law shall apply to the Contract and the parties agree to submit to the exclusive jurisdiction of

the English courts.

**12. General**

12.1 These conditions (together with those, if any, set out in the Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law

12.2 The Supplier and the Client shall, at all times, in the performance of the Contract, conform with all applicable statutory and regulatory requirements including but not limited to the Data Protection Acts 1984 and 1998 and any statutory amendment or re-enactment of them.

12.3 The Supplier shall be entitled to assign or transfer the Contract and/or any rights hereunder at any time. The Client may not assign or transfer the Contract and/or any rights hereunder without the Supplier's written consent and any attempt to do so without such consent shall be void.

12.4 A notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.5 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.6 If any provision of these conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

12.7 Any dispute arising under or in connection with these conditions or the provision of the Specified Service which cannot be settled amicably will in the first place be referred to a senior management representative chosen by each party. If there is still failure to settle the dispute, the dispute shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators. The decision of that arbitrator shall be final and binding on both parties

12.8 This Contract is made solely for the benefit of the Supplier and the Client and their respective successors and permitted assigns. No other person shall acquire or have any right under or by virtue of this Contract, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

