

praesium

Terms & Conditions **Issue 2 – February 2021**

Our terms and conditions sets out what you can expect from us.

1. Introduction

Thank you for instructing Praesium Limited.

In these terms when we say “**we/us**” we mean [Praesium Limited].

When we say “**you/your**” we mean the person (individual or company) to whom the health and safety service contract relates to for the provision of remote consultancy services.

2. Scope and application

These terms & conditions (the **Terms**) apply to the work we’ll do for you as detailed in the service contract to you (the **services**). Together the service contract and terms set out our contract with you. If there’s any conflict between the service contract and the Terms, the Terms will take precedence.

These Terms will apply to the exclusion of any other terms and conditions, including ones that you provide.

3. Our services to you

The service contract will set out:

- a. the scope of the services which we’ll provide to you from the date of the service contract is signed (**start date**);
- b. the term of the contract which will be for a fixed term of 12 months as set out in the contracts and declaration section;
- c. that the contract shall continue automatically after the initial period for the same period (the “renewal period”) unless terminated by either party giving a minimum of three months’ written notice to expire at the end of the initial period or any subsequent renewal period.
- d. the fees for the fixed service.
- e. that the fees for any additional services **will not be included** within the service contract and will be quoted on specific requests for additional services such as health and safety auditing and site visits.

If we provide additional advice outside of the scope of services, then we may charge fees at our normal hourly rates.

Service Contract

Praesium Limited provides remote consultancy support to Clients who pay the monthly subscription as set out in the service contract. Within the service contract, the contract and declarations section as follows:

- a. **Contract period:** Initial contract period of 12 months from the date of this service contract.
- b. **Contract Instalments:** Initial payment of [as detailed in service contract + VAT] followed by 11 instalments of [as detailed in service contract + VAT], due monthly and collected by Direct Debit through Go Cardless.
- c. The contract shall be for the duration of the initial contract period (the “initial period”) as detailed at point a. above, with no provision for early termination.
- d. The contract shall continue automatically after the initial period for the same period (the “renewal period”) unless terminated by either party giving a minimum of three months’ written notice to expire at the end of the initial period or any subsequent renewal period.
- e. Time for payment of the instalments shown at b. above together with these declarations, shall be the essence of the contract.
- f. Failure to adhere to the above payments will result in the total balance outstanding becoming payable immediately in full.
- g. Praesium Limited acts in a remote consultancy capacity only to assist the Client to comply with health and safety legislation and does not provide any warranty of compliance with health and safety law. The Client retains ownership of, and remains responsible for, the management of health and safety in its workplace(s).

- h. Remote consultancy services include access to a health and safety advice line and email service, provision of a documented health and safety policy and safety check sheets. No site attendance or face to face consultancy is provided under the contract. Access to the health and safety advice service is limited to the provision of health and safety advice from the query or question posed by the Client. Consultants operating the helpline can provide the advice in writing through the email facility, however, do not prepare reports, draft risk assessments or compile any written documentation other than the advice relating to the Clients question.
- i. Copyright in all documentation provided pursuant to this contract is reserved by Praesium Limited, without whose written permission it may not be reproduced or modified.
- j. Praesium Limited shall be entitled, at the end of the initial period and any subsequent renewal periods to increase the fees under this agreement for the following contract period.
- k. This contract operates from the day of signing by the Client. The Client declares that the information provided is true and accurate in every respect.

We will charge additional fees for services that are required outside of Praesium Limited scope of services for provision of remote consultancy. Praesium Limited will deliver the following services under the monthly subscription, as follows:

- a. Provision of documented health and safety policy, this is developed from the information provided on the health and safety service contract, the safety policy will be delivered electronically to you within 14 days of you completing the health and safety service contract and providing the required information during the sign up process
- b. Provision of health and safety advice helpline [telephone and email] for the duration of the contract
- c. Provision of a documented health and safety check sheet pack, this is developed from the information provided on the health and safety service contract
- d. All of the services above are delivered remotely and included within the monthly subscription as detailed within the health and safety service contract

Praesium Limited can deliver face to face consultancy services. The provision of such services will be outside of the scope of services and an additional charge will be required. The additional charge for additional services will be agreed on a case by case basis and agreed in advance with the Client.

Helpline Operation

- a. The helpline operates during business hours Monday – Friday, 09.00 hours to 17.00 hours.
- b. There is no out of hours service provided.
- c. If the consultant is not able to answer you call immediately, a message may be left and a response will be given within 24 hours.
- d. Email questions to the helpline will be responded to within 24 hours.
- e. We may need longer to complete research for some questions we will notify you if this is the case.

Services not included within monthly subscription service, as follows but not limited to:

- a. Any attendance at the Clients premises
- b. Health and safety audits
- c. Drafting of any safety reports, risk assessments of any type or accident investigation reports
- d. Review documents that have been drafted by you
- e. Health and safety training
- f. Assistance with regulatory matters including notifications of contravention, assistance with regulatory visits or responses required in relation to any regulatory matter including improvement or prohibition notices or prosecutions for health and safety offences
- g. Accident investigations at the Clients premises

Your instructions

- a. Any advice we provide will be based and dependent on the information supplied and questions asked by you and those people whom you have specified will instruct us on your behalf. We won't be responsible for any consequences that arise from a delay or failure by you or them to give us the information that we need to provide advice through the health and safety helpline.
- b. Unless you tell us otherwise, we'll assume that any of your employees, directors and officers who give us information / asks questions are authorised by you to do so.

4. Our liability and limitations on our liability

- a. Nothing in these Terms or health and safety service contract shall exclude, restrict or prevent action in respect of any liability arising from (i) fraud; (ii) dishonesty; (iii) reckless disregard of professional obligations; (iv) death or personal injury caused by negligence; or (v) any other liabilities that can't be lawfully limited or excluded.
- b. Subject to 4(a) above and unless we agree otherwise in writing, in relation to any liability which we would otherwise have to you or any third party for any loss or damage claimed or any costs incurred on whatever basis (whether in contract or tort), we:
 - i) exclude any liability of whatever nature arising as a direct or indirect consequence of our compliance in good faith with any statutory, professional or regulatory obligation; and
 - ii) limit our liability in total to the maximum aggregate sum of one month's subscription as agreed in the health and safety services contract (the **liability cap**). This liability cap includes interest, costs and expenses.
- c. We shall not be liable to you to the extent that any loss arises as a result of your inadequacy of instructions and / or questions or if you fail to comply with any of your obligations under these Terms [or any error omission etc in relation to information provided by you or your staff, including employees, agents or sub-contractors]
- d. We shall not be liable to you if we're unable to perform our services due to any cause beyond our reasonable control. If this is the case, we will notify you as soon as reasonably practicable. We may have to suspend or terminate the services if this event continues but we'll notify you if this is the case.
- e. We will not in any circumstances have any liability to you under the contract for any special, indirect or consequential losses, loss of profits, loss of contracts, loss of business opportunities, loss of good will, business interruption, loss of expected savings or loss of or damage to data.
- f. Without prejudice to any other exclusion or limitation on liability and subject to paragraph 4(a), we exclude all liability for any loss or damage, whether direct or indirect, caused by any communication, whether by post, fax or email, being misdirected or intercepted by third parties where such misdirection or interception is not a result of our negligence.
- g. We shall not be liable for the wrongful acts or omissions of our employees in the course of their employment. Our employees shall not be personally liable to you for any loss or damage however caused or arising unless it was caused by fraud, dishonesty or a reckless disregard of professional obligations or any other situation where the law prohibits an exclusion of liability.
- h. Praesium Limited acts in a remote consultancy capacity only to assist the Client to comply with health and safety legislation and does not provide any warranty of compliance with health and safety law. You retains ownership of, and remains responsible for, the management of health and safety in its workplace(s).

5. Charges

- a. Fees for the services will be set out in the health and safety service contract and you will pay the monthly fee.
- b. For additional consultancy work outside of the scope of the remote consultancy services offered by Praesium Limited, you will pay the fees as agreed. Where we need to provide extra services to you as a result of the circumstances set out in 3(e) then this will be based on an agreed day rate or an agreed project rate. Additional consultancy work for regulatory matters will be based on an agreed hourly rate.
- c. We'll review our hourly and day rates each year. We'll let you know of any increase to them, but these increases won't be applied retrospectively for work that we've already done.
- d. For additional consultancy work we may charge other expenses, these will be agreed in advance and be set out in your invoice. These may include:
 - i) travel costs (for example, rail and air);
 - ii) car travel (charged at current rate per mile); and
 - iii) charges for photocopying and production of papers and documents and postage if necessary.
- e. We'll provide regular updates on charges and disbursements.

6. Paying our fees, expenses and disbursements

- a. We'll send you an invoice at the start of the contract for the 12 month duration unless otherwise agreed in writing.
- b. Each invoice will clearly show the work being charged for.
- c. If we end the Services for any reason, you'll pay us for any outstanding charges and expenses up to that point including those not yet billed.
- d. We may from time to time require you to pay us upfront before we start work.
- e. Unless we agree otherwise, all our payments will be collected on the first of the month via GoCardless, who will handle all your financial information on our behalf. We reserve the right to charge interest on any unpaid amount at the rate of 2% above Barclay's plc base rate, calculated on a daily basis from the date of the unpaid invoice. The interest rate applies both before and after any judgment in our favour. If any invoice is not paid in full by the due date we may suspend work until the payment is received or, at our discretion, cease to act for you. If you query any element of an invoice, then you'll need to raise this with Praesium Limited as soon as possible. Further details of raising queries are set out in paragraph 12 of these Terms.
- f. Value Added Tax is payable in addition to the agreed subscription. Our VAT registration number is 352771002.

7. Your money

- a. We will collect your monthly subscription on the 1st of each month via GoCardless, who will handle all of your financial information.

8. Communication, Data Protection, and Client Confidentiality

- a. We'll communicate with you by the most appropriate means which may include email, telephone or letter. Where we send emails, they won't be encrypted. As set out in 4(f) we're not responsible if emails are intercepted by third parties.
- b. Maintaining confidentiality is important to us and we are registered and will comply with relevant data protection legislation. All information that you disclose to us will be kept confidential unless you instruct us otherwise or if we're required by law to disclose it.
- c. Where you're an individual, sole trader or partnership, we're required to tell you that your details will be held on our database and that we're the data controller. We will process your data for the purposes of carrying out your instructions and the services set out within the health and safety service contract and it will be processed in accordance with our privacy notice which can be found at the bottom of our website – www.praesium.com
- d. We may need to share your data with other third parties including solicitors, counsel, expert witnesses and other professional advisers or agencies to enable us to carry out the services. Where we do so, we'll make sure that we get your prior consent.
- e. You have the right to request a copy of your information and to correct any inaccuracies in the information that we hold about you. If you wish to request information or have any questions then you can email us at – hello@praesium.com.
- f. We may use your information to contact you by post, email or telephone about our events and services which may be of interest to you. You can ask us not to contact you at any time by emailing - hello@praesium.com.

9. Information storage and retention

- a. Our aim is to be as paperless as possible and so your information will be filed electronically. We use industry recognised electronic storage in order to keep data secure. You accept by entering into a service contract with us that it's impossible to guarantee that your information will be free from every possible insecurity.
- b. We'll keep your information for 6 years after sending out the final invoice and will then destroy the information unless you've requested in writing that we forward them to you and/or retain them for longer.

10. Ownership of materials

- a. We'll own the intellectual property rights in any materials that we create when acting for you and once you've paid for the services in full, you will have a non-exclusive, non-transferable licence to use such materials.
- b. You may not amend, edit or disclose to a third party any materials that we create for you in providing the services without our prior written consent. No other person may rely on the information that we've given to you and we accept no responsibility to anyone else for any aspect of our professional services that's been made available to them.

11. Termination

- a. The contract is for a fixed term of 12 months. You may cancel the contract in writing by giving us at least 3 month's written notice to terminate at the end of the first year. Where you don't give notice, the contract shall continue for a further 12 months until you give notice again to terminate at the end of each 12 month term.
- b. We may stop acting for you by giving you reasonable notice if we have good reason to do so. This may include if we're unable to get clear or proper instructions from you, if you give us instructions that conflict, if you do not pay your invoice on time, if we believe that it's inappropriate to continue to act for you (as a result of issues of confidentiality or conflict of interest) or in order to comply with the law or regulatory obligations. We'll normally give you reasonable notice but there may be circumstances in which we'd be required to stop acting immediately.

12. Queries and complaints

- a. If you feel that you haven't received a proper service from us, you should contact accounts@praesium.com and we'll do everything we can to resolve it.
- b. It is our aim to provide you with a good professional service. We always wish to know how our services can be improved. If you have any concern about our services or wish to raise a concern or complaint about our fees we would be grateful if you could raise this with us as soon as possible. Please speak with the member of staff concerned or if you do not receive a satisfactory response you should take the matter up with David Collins who will be glad to listen to you and endeavour to assist you. We take every complaint seriously. We will endeavour to do everything reasonable to respond to your complaint. We will be happy to send you a copy of our complaints procedure.

13. General

- a. A person who is not a part to the Terms won't have any right to enforce or rely on them except that our employees and consultants may enforce the limitation and exclusion of liability in section 4.
- b. These Terms are subject to and governed by the laws of England and Wales and any claim arising out of any matter you instruct us on shall be subject to the exclusive jurisdiction of the English courts.
- c. Occasionally we may make changes to the Terms. Unless we notify you otherwise, any changes made won't affect any health and safety contract we're currently engaged with you on. If we make material changes then we will notify you. If you continue to use our services, then this will be an acceptance of the changes to the Terms.

Praesium Limited

February 2021