TERMS AND CONDITIONS

Velocity Safety Ltd

Registered in England and Wales, company number 13239551 · www.velocitysafety.co.uk

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these Terms.

1.1 Definitions:

Acceptance Period: has the meaning given to it in clause 2.2.

Additional Charges: the charges payable in respect of the Additional Services calculated on a time and materials basis.

Additional Services: any additional services (including, where applicable, the supply of any Goods) required by the Client, which are in addition to the Services stated in the Engagement, as notified to Velocity Safety in accordance with clause 7.1 of these Terms.

Agreement: the contract between Velocity Safety and the Client for the supply of Goods and/or Services in accordance with these Terms and the terms of the Engagement.

Applicable Laws: any statute, statutory instrument, order or other regulations of England and Wales and which are applicable to this Agreement and the Services, as may be amended from time to time.

Appointed Representative: any person who may be appointed by Velocity Safety from time to time to carry out the Services.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Charges: the charges due for the Goods and/or Services, as per the Engagement (and where applicable, the charges due for the Additional Services as provided for in the Proposal), in accordance with clause 8 of this Agreement.

Client: the person or firm who purchases the Goods and/or Services from Velocity Safety.

Client Default: has the meaning given in clause 6.2.

Client's Premises: the location at which the Services are to be provided, as set out in the Engagement.

Deliverables: the deliverables supplied by Velocity Safety to the Client in conjunction with delivering the Services, including but by no means limited to those deliverables specified within the Engagement.

Delivery Location: has the meaning given in clause 3.7(c).

Engagement: means any written confirmation including but not limited to email, quotation, text, whats-app message or similar issued to the Client in accordance with these Terms.

Equipment: the equipment and other installations owned by the Client that Velocity Safety is to perform its Services on, as set out in the Engagement and/or applicable Service Schedule.

Force Majeure Event: means events, circumstances or causes beyond a party's reasonable control including but not limited to, Acts of God, flood, drought, earthquake or other natural disaster, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations, or sonic boom, epidemic or pandemic, any law or any action taken by a Government or a public authority including without limitation imposing an export or import restriction, quota or prohibition, and the collapse of buildings, fire, explosion or accident and, in the case of Velocity Safety, a failure of its suppliers and subcontractors.

Goods: the goods (or any part of them), as set out in the Engagement or otherwise agreed in accordance with clause 3.7.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Client and Velocity Safety, as amended from time to time.

Initial Term: has the meaning given to it in clause 2.1.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Losses: means actions, awards, charges, claims, compensation, costs, damages, demands, expenses, fees, fines, interest, liabilities, losses, penalties, proceedings and settlements.

Manufacturer's Guidance: any documents, guidance, directions, information, materials, warranties and guarantees, whether written or oral, issued by the Manufacturer relating to the use, storage, maintenance and servicing of the Equipment.

Proposal: Velocity Safety's quotation or proposal (whether orally or in writing) to provide any Additional Services to the Client, in accordance with clause 7, further to a Request and which incorporates these Terms.

Renewal Term: has the meaning given to it in clause 2.1.

Request: has the meaning given to it in clause 7.1.

Services: the services, including the Deliverables and supply of any Goods, provided by Velocity Safety to the Client as set out in the Engagement and/or applicable part of the Service Schedule.

Service Schedule: the description or specification for the Services outlined in the Schedule to these Terms.

Start Date: has the meaning given to it in the Engagement.

Terms: these terms and conditions as amended from time to time in accordance with clause 16.8.

Velocity Safety: Velocity Safety Ltd, a company registered in England and Wales with company number 13239551 whose registered office is at Unit 7 Whitebirk Enterprise Centre, Lower Philips Road, Balckburn, Lancashire BB1 5UD.

Velocity Safety's Materials: has the meaning given in clause 6.1(n).

1.2 Interpretation:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to writing or written excludes email but not fax.

(f) In the event of any conflict between these Terms and the provisions contained in the Engagement, the provisions contained in the Engagement shall prevail.

2. COMMENCEMENT OF THE AGREEMENT

2.1 Subject to clause 2.2, the Agreement shall commence on the date that the Engagement has been signed by the Client and shall continue for 12 months (**Initial Term**) and shall automatically extend for 12 months (**Renewal Term**) at the end of the Initial Term and at the end of each subsequent Renewal Term as applicable. Either party may give written notice to the other party, not later than 3 months before the end of the Initial Term or the relevant Renewal Term, to terminate this Agreement at the end of the Initial Term or the relevant Renewal Term, as the case may be.

2.2 The Engagement shall only be valid for a period of 20 Business Days from its date of issue (**Acceptance Period**). Where the Client does not sign and return the Engagement within the Acceptance Period, the Engagement shall be automatically revoked and where the Client still requires Velocity Safety to provide Services, it must request that a further Engagement be issued.

2.3 These Terms (which apply in conjunction with the terms contained in the Engagement) apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.4 If there is any ambiguity, conflict or inconsistency in or between the documents comprising the Agreement, the priority of the documents is in accordance with the following sequence:

(a) the Terms;

(b) the Engagement; and

(c) the Service Specification.

3. VELOCITY SAFETY'S OBLIGATIONS

3.1 Velocity Safety shall supply the Services to the Client from the Start Date in accordance with the Service Schedule in all material respects.

3.2 Velocity Safety shall use all reasonable endeavours to meet any performance dates for the Services specified in the Agreement, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services (nor the delivery of any associated Deliverables).

3.3 Velocity Safety reserves the right to amend the Service Schedule if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Velocity Safety shall notify the Client in any such event.

3.4 Velocity Safety warrants to the Client that:

(a) the Services will be provided using reasonable care and skill; and

(b) it shall observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises, provided always that the Client shall be required to provide written details of such rules, regulations and requirements to Velocity Safety in advance of the Start Date.

3.5 Velocity Safety will carry out site visits in order to enable a suitable and sufficient risk assessment, method statement or safe system of work is carried out of the Client's premises.

3.6 All certification, reports, records and confirmation of Services will be provided to the Client from Velocity Safety within 7 days of full payment being received in line with clause 8. All documentation is deemed reviewed and accepted by the Client upon receipt and any changes required to the documentation must be received in writing by the Client within 7 days to Velocity Safety.

3.7 Where, under the Agreement, Velocity Safety is to supply any Goods to the Client, Velocity Safety shall:

(a) be entitled to deliver such Goods in instalments;

(b) ensure that each delivery of the Goods is accompanied by a delivery note which shows all relevant reference and order numbers, the type and quantity of the Goods (including, where applicable, code numbers), special storage instructions, and, where the Goods are being delivered in instalments, the outstanding balance of Goods remaining to be delivered; and

(c) deliver the Goods to the location set out in the Engagement or such other location as the parties may agree (**Delivery Location**) and the Client's particular attention is drawn to its obligation under clause 6.1(c).

3.8 Any dates quoted for delivery of the Goods are approximate only, and time for delivery of the Goods is not of the essence. Velocity Safety shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Client's failure to provide Velocity Safety with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.9 If the Client fails to accept delivery of the Goods within three Business Days of Velocity Safety notifying the Client that the Goods are ready to be delivered, then except where such failure or delay is caused by a Force Majeure Event or by Velocity Safety's failure to comply with its obligations under the Agreement in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Velocity Safety notified the Client that the Goods were ready; and

(b) Velocity Safety shall store the Goods until actual delivery takes place, and charge the Client for all related costs and expenses (including insurance).

3.10 If ten Business Days after the day on which Velocity Safety notified the Client that the Goods were ready for delivery the Client has not accepted actual delivery of them, Velocity Safety may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Client for any shortfall below the price of the Goods.

4. QUALITY OF GOODS

4.1 The Client shall be required to inspect the Goods immediately on delivery taking place. In the event that:

(a) there are any apparent damages or defects in the Goods;

(b) an incorrect quantity of the Goods; or

(c) anything other than the Goods are received,

the Client shall be required to notify Velocity Safety within 5 Business Days of delivery. Where no such notification is made by the Client to Velocity Safety in accordance with this clause, the Goods shall be deemed to be accepted in all material respects by the Client.

4.2 Without prejudice to clause 4.1, where Goods are to be supplied in conjunction with the Services, Velocity Safety warrants that such Goods shall, on delivery:

(a) conform in all material respects with their description and any applicable Goods Specification;

(b) be free from material defects in design, material and workmanship;

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

(d) be fit for any purpose held out by Velocity Safety.

4.3 Subject to clause 4.4, if:

(a) upon inspection of the Goods, the Client gives notice in writing to Velocity Safety within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.2;

(b) Velocity Safety is given a reasonable opportunity of examining such Goods; and

(c) the Client (if asked to do so by Velocity Safety) returns such Goods to Velocity Safety 's place of business at the Client's cost,

Velocity Safety shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

4.4 Velocity Safety shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.2 if:

(a) the Client makes any further use of such Goods after giving a notice in accordance with clause 4.3;

(b) the defect arises because the Client failed to follow Velocity Safety 's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

(c) the defect arises as a result of Velocity Safety following any drawing, design or specification supplied by the Client;

(d) the Client alters or repairs such Goods without the written consent of Velocity Safety;

(e) the Client has failed to maintain the Goods in accordance with the manufacturer's information;

(f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(g) the Goods differ from their description and/or Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4.5 Except as provided in this clause 4, Velocity Safety shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in clause 4.2.

4.6 These Terms shall apply to any repaired or replacement Goods supplied by Velocity Safety.

5. TITLE AND RISK

5.1 The risk in the Goods shall pass to the Client on completion of delivery (which itself shall be complete on the arrival of the Goods at the Delivery Location).

5.2 Title to the Goods shall not pass to the Client until the earlier of:

(a) Velocity Safety receives payment in full (in cash or cleared funds) for the Goods; and

(b) the Client resells the Goods, in which case title to the Goods shall pass to the Client at the time specified in clause 5.2(a).

5.3 Until title to the Goods has passed to the Client, the Client shall:

(a) store the Goods separately from all other goods held by the Client so that they remain readily identifiable as Velocity Safety 's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Velocity Safety 's behalf from the date of delivery;

(d) notify Velocity Safety immediately if it becomes subject to any of the events listed in clause 13.1(a) to clause 13.1(l); and

(e) give Velocity Safety such information as Velocity Safety may reasonably require from time to time relating to:

(i) the Goods; and

(ii) the ongoing financial position of the Client.

5.4 At any time before title to the Goods passes to the Client, Velocity Safety may:

(a) by notice in writing, terminate the Client's right under clause 5.2(b) to resell the Goods or use them in the ordinary course of its business; and

(b) require the Client to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in order to recover them.

6. CLIENT'S OBLIGATIONS

6.1 The Client shall:

(a) ensure that the terms of the Engagement and any Service Schedule and/or the Goods Specification are full, complete and accurate;

(b) co-operate with Velocity Safety in all matters relating to the Services;

(c) provide Velocity Safety, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by Velocity Safety to provide the Services (and, where applicable, deliver and install any Goods);

(d) provide Velocity Safety with such information and materials as Velocity Safety may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) prepare the Client's premises for the supply of the Services;

(f) ensure that all Equipment is disconnected and can be readily accessed;

(g) ensure that any data held on the Equipment is backed up and recoverable prior to the Start Date;

(h) ensure that all Equipment is clean and decontaminated from any hazardous or harmful substances, bacteria or chemicals;

(i) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the Start Date;

(j) service, store use and maintain the Equipment in accordance with the Manufacturer's Guidance, and provide written proof of service to Velocity Safety upon request;

(k) ensure that it informs Velocity Safety of all relevant Equipment manufacturing and maintenance information, including (but not limited to) model and type;

(l) comply with, and ensure that the Equipment complies with, all Applicable Laws, statutes, regulations from time to time in force, including health and safety laws, any Approved Codes of Practice, British Standards Guidance and European Standards and Guidelines;

(m) provide any necessary information including any operating manuals relating the Equipment in order for Velocity Safety to perform its Services;

(n) keep all materials, equipment, documents and other property of Velocity Safety (**Velocity Safety's Materials**) at the Client's premises in safe custody at its own risk, maintain Velocity Safety's Materials in good condition until returned to Velocity Safety , and not dispose of or use Velocity Safety's Materials other than in accordance with Velocity Safety 's written instructions or authorisation; and

(o) comply with any additional obligations as set out in the Service Specification and the Goods Specification.

6.2 If Velocity Safety's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

(a) without limiting or affecting any other right or remedy available to it, Velocity Safety shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Velocity Safety's performance of any of its obligations;

(b) Velocity Safety shall not be liable for any Losses sustained or incurred by the Client arising directly or indirectly from Velocity Safety 's failure or delay to perform any of its obligations as set out in this clause 6.2; and

(c) the Client shall reimburse Velocity Safety on written demand for any Losses sustained or incurred by Velocity Safety arising directly or indirectly from the Client Default.

7. ADDITIONAL SERVICES

7.1 If, at any time, the Client requires Velocity Safety to provide any Additional Services, then the Client shall issue Velocity Safety with a request in writing setting out those Additional Services that it requires ("**Request**").

7.2 Velocity Safety may, at its sole discretion, accept or reject any Request and, in the event that Velocity Safety accepts the position in any Request, it shall supply the Client with a Proposal enclosing the details of the Additional Services to be provided and any Additional Charges that will be payable.

7.3 If the Client accepts the position in the Proposal, then it shall be required to inform Velocity Safety of such acceptance in writing, following which (and subject always to clause 7.4) Velocity Safety shall supply such Additional Services to the Client in accordance with these Terms, which shall prevail over any terms that the Client seeks to incorporate.

7.4 For the avoidance of all doubt, Velocity Safety shall not provide any Additional Services to the Client until any invoice submitted by Velocity Safety under clause 8.1 of these Terms for those Additional Services is paid in full by the Client.

8. CHARGES AND PAYMENT

8.1 The price for the Goods shall be:

(a) the price set out in the Engagement, or if no price is quoted, the price set out in Velocity Safety's published price list; and

(b) shall be exclusive of all costs and charges of packaging, insurance, and transport of the Goods, which shall be invoiced to the Client.

8.2 The price for the Services shall be the price set out in the Engagement.

8.3 Velocity Safety shall be entitled to charge an overtime rate of £90.00 per hour of its average daily fee rate on a pro-rata basis for each day or for any time worked by individuals whom it engages on the Services outside normal Business Hours.

8.4 Velocity Safety shall be entitled to charge the Client for an expenses reasonably incurred by the individuals whom Velocity Safety engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of the Services provided by third parties and required by Velocity Safety for the performance of the Services.

8.5 Velocity Safety reserves the right to:

(a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date;

(b) increase the price of the Goods, by giving notice to the Client at any time before delivery, to reflect any increase in the cost of the Goods to Velocity Safety that is due to:

(i) any factor beyond the control of Velocity Safety (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(ii) any request by the Client to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

(iii) any delay caused by any instructions of the Client in respect of the Goods or failure of the Client to give Velocity Safety adequate or accurate information or instructions in respect of the Goods.

8.6 In respect of Goods, Velocity Safety shall invoice the Client on or at any time after completion of delivery. In respect of Services, Velocity Safety shall invoice the Client on completion of the Services whereby credit terms are agreed. Proforma payments are required for non account customers.

8.7 The Client shall pay each invoice submitted by Velocity Safety:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by Velocity Safety, and

time for payment shall be of the essence of the Contract.

8.8 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Velocity Safety to the Client, the Client shall, on receipt of a valid VAT invoice from Velocity Safety, pay to Velocity Safety such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

8.9 If the Client fails to make a payment due to Velocity Safety under the Contract by the due date, then, without limiting Velocity Safety's remedies under clause 13, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.9 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services or any associated Deliverables (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by Velocity Safety .

9.2 Velocity Safety makes no warranty and provides no assurances that the Deliverables will not infringe the Intellectual Property Rights of any third party.

9.3 Velocity Safety grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in its business.

9.4 The Client shall not sub-license, assign or otherwise transfer the rights granted by clause 9.3.

9.5 The Client grants Velocity Safety a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Client to Velocity Safety for the term of the Agreement for the purpose of providing the Services to the Client. The Client warrants that the granting of such licence does not infringe the rights (including Intellectual Property Rights) of any third party.

10. DATA PROTECTION

10.1 The following definitions apply in this clause 10:

(a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures**: as defined in the Data Protection Legislation.

(b) **Data Protection Legislation**: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

(c) **Domestic Law**: the law of the United Kingdom or a part of the United Kingdom.

(d) **UK GDPR**: has the meaning given to it in s3(10) (as supplemented by section 205(4) of the Data Protection Act 2018.

10.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

10.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and Velocity Safety is the Processor.

10.4 Without prejudice to the generality of clause 10.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Velocity Safety for the duration and purposes of the Agreement .

10.5 Without prejudice to the generality of clause 10.2, Velocity Safety shall, in relation to any Personal Data processed in connection with the performance by Velocity Safety of its obligations under the Agreement:

(a) process that Personal Data only on the documented written instructions of the Client unless Velocity Safety is required by Domestic Law to otherwise process that Personal Data. Where Velocity Safety is relying on Domestic Law as the basis for processing Personal Data, Velocity Safety shall promptly notify the Client of this before performing the processing

required by the Domestic Law unless the Domestic Law prohibits Velocity Safety from so notifying the Client;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following Terms are fulfilled:

(i) the Client or Velocity Safety has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) Velocity Safety complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) Velocity Safety complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Client without undue delay on becoming aware of a Personal Data Breach; and

(g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Agreement unless required by Domestic Law to store the Personal Data.

11. CONFIDENTIALITY

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.

11.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

12. LIMITATION OF LIABILITY & INDEMNITY

12.1 Nothing in this Agreement shall limit or exclude either party's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by:

(i) section 12 of the Sale of Goods Act 1979; or

(ii) section 2 of the Supply of Goods and Services Act 1982; or

(d) any matter in respect of which it would be unlawful to exclude or restrict liability.

12.2 Subject to clause 12.1:

(a) Velocity Safety shall under no circumstances whatsoever be liable to the Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

(i) loss of profit;

(ii) loss of goodwill;

(iii) loss of business;

(iv) loss of business opportunity;

(v) loss of anticipated saving;

(vi) loss or corruption of data or information; or

(vii) any indirect, special or consequential Loss,

that arises under or in connection with the Agreement; and

(viii) Velocity Safety 's total liability to the Client in respect of all other Losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall in no circumstances exceed the total Charges paid by the Client to Velocity Safety under the Agreement.

12.3 The Client shall indemnify Velocity Safety, keep Velocity Safety indemnified and hold Velocity Safety harmless from and against any and all Losses (including for the purpose of this clause 12.3 loss of profit, loss of contract, loss of business opportunity and special, indirect and consequential Losses) suffered or incurred by Velocity Safety arising under or in connection with:

(a) any alleged or actual breach by the Client, its agents, employees or permitted subcontractors of any term of the Agreement;

(b) (except in respect of any Goods Specification by Velocity Safety) any infringement or alleged infringement of any third party Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods and/or Services and the Deliverables;

(c) in the event of delays, default or non-deliveries arising (whether directly or indirectly) as a result of the Client's Default;

(d) consultancy costs, additional costs of management time and other personnel costs, and additional costs of materials;

(e) for any consultancy Services provided to the Client;

(f) any loss or damage to any property, site, or equipment owned, managed or controlled by or which is the responsibility of Velocity Safety, caused in any way by any act or omission of the Client or by any third party for whom the Client is responsible;

(g) any harm, loss, illness or damage due to the Goods malfunctioning during use by the Client due to lack of pre-user checks by the Client, or monthly examinations by the Client;

(h) any damage, loss or downtime for failing to provide accurate information to Velocity Safety where required for providing Goods; and/or

(i) the Client's negligence or misconduct.

12.4 This clause 12 shall survive termination of the Agreement.

13. TERMINATION

13.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing to do so;

(b) the other party repeatedly or persistently breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction;

(f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen days;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

(h) the holder of a floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(c) to 13.1(i) (inclusive);

(k) the other party suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business; or

(l) the other party's financial position deteriorates to such an extent that in the notifying party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

13.2 Without affecting any other right or remedy available to it, Velocity Safety may terminate the Agreement with immediate effect by giving 7 days written notice to the Client if the Client fails to pay any amount due under the Agreement on the due date for payment.

13.3 Without affecting any other right or remedy available to it, Velocity Safety may suspend the supply of Services or all further deliveries of Goods under the Agreement or any other contract between the Client and Velocity Safety if the Client fails to pay any amount due under the Agreement on the due date for payment, the Client becomes subject to any of the events listed in clause 13.1, or Velocity Safety reasonably believes that the Client is about to become subject to any of them.

14. CONSEQUENCES OF TERMINATION

14.1 On termination of the Agreement:

(a) the Client shall immediately pay to Velocity Safety all of Velocity Safety 's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, Velocity Safety shall submit an invoice, which shall be payable by the Client immediately on receipt;

(b) the Client shall return all of Velocity Safety Materials and any Deliverables or Goods which have not been fully paid for. If the Client fails to do so, then Velocity Safety may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement .

14.2 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

14.3 Any provision of the Agreement that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

15. FORCE MAJEURE

Neither party shall be in breach of the Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 60 days, the party not affected may terminate the Agreement by giving 30 days' written notice to the affected party.

16. GENERAL

16.1 Assignment and other dealings

(a) Velocity Safety may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

(b) The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement.

16.2 Notices.

(a) Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or principal place of business;

(ii) sent by email to the following addresses to the email address provided for in the Engagement.

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16.3 Severance. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part provision of the Agreement is deemed deleted under this clause 16.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

16.4 Waiver.

(a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16.5 No partnership or agency. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.6 Entire agreement. The Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

16.7 Third party rights. Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

16.8 Variation. Except as set out in these Terms, no variation of the Agreement shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

16.9 Governing law. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Part 1: Provisions applying to all Services – Service Specifications

1.1 Scope. The Company will perform the Services described in its quotation or order confirmation. Anything not described is outside the scope, including repair, remedial work, design, consultancy and ongoing monitoring, unless agreed in writing.

1.2 Standard of work. The Company will perform the Services with reasonable skill and care, applying the Standards it considers appropriate. Where conditions at the Site make it necessary to depart from a Standard, the Company will say so in the Report.

1.3 Client's information. The Client must give the Company accurate and complete information, including drawings, previous reports, equipment histories, working patterns and known hazards. The Company may rely on that information without checking it and is not liable for any error or omission in it.

1.4 Access and safe working. The Client must provide safe access to the Equipment and Site, together with any permits, inductions, isolations and services the Company reasonably requires, and must warn the Company of hazards such as asbestos, confined spaces, live plant and contamination. The Company may suspend or withdraw from the Services if it considers conditions unsafe, without liability, and may charge for time wasted.

1.5 Abortive visits, rescheduling and cancellation. If the Company cannot complete the Services for a reason within the Client's control (for example no access, Equipment unavailable, not isolated, or not ready), the Company may charge [its standard attendance fee / its time at the agreed rates] and the cost of any return visit. The Client must give at least 7 working days notice to cancel or rearrange, failing which the Company may charge [a percentage or fixed sum].

1.6 Results are a snapshot. Results apply only to the Equipment, location, conditions and time at which the Services were performed. The Company does not guarantee that results will be repeated, or that the Equipment will remain compliant or safe afterwards. The Client remains responsible for maintaining the Equipment, for pre-use checks, for any changes made after the Services, and for arranging the next test or inspection.

1.7 Compliance remains the Client's responsibility. The Services support the Client's legal duties as employer, owner, user or duty holder but do not replace them. The Company does not certify or warrant that the Client or the Site complies with any law. The Company's recommendations are advisory, and the Client decides whether and when to act on them.

1.8 Reports. The Company will issue the Report within [number] working days of completing the Services. The Report is for the Client's use only and the Company owes no duty to any third party who relies on it. Copyright in the Report remains with the Company, and the Client may use it for its own business purposes and may show it in full to regulators, insurers, auditors and customers. The Client must not alter the Report or reproduce it other than in full.

1.9 Next due dates. Any next test, inspection or examination date in a Report is a recommended maximum interval based on the Standards and the Client's stated use, unless a statutory scheme fixes it. The Client is responsible for scheduling it and arranging the next visit in good time of at least 45 days to allow the service provider (Velocity Safety) to schedule in the works.

1.10 Failed or unsafe results. If the Equipment fails or the Company considers it unsafe, the Company may mark it accordingly and will tell the Client, who must withdraw it from use until it has been remedied and re-tested. The Company is not liable for the consequences of the Client continuing to use Equipment contrary to a Report or the Company's advice.

1.11 Disclosure required by law. Despite any confidentiality obligation, the Company may disclose information to an enforcing authority, a manufacturer or any other person where the law requires it, or where the Company reasonably believes it is necessary to prevent serious injury.

1.12 Re-testing, re-inspection, re-examination, addition servicing including extended or overhaul, calibration, re calibration or similar after a failure or after remedial work is a new Service and is chargeable.

1.13 Subcontractors and laboratories. The Company may use competent subcontractors and [UKAS-accredited] laboratories. Laboratory turnaround times are estimates only, and the Company is not liable for laboratory delays outside its control.

1.14 Measuring instruments. The Company will keep its measuring instruments calibrated in accordance with the manufacturers' recommendations and will provide calibration details on request.

1.15 Equipment sent to the Company. Where the Client sends Equipment to the Company's premises, the Client is responsible for packaging it properly, for complying with any rules on carriage (including lithium batteries), and for the risk of loss or damage in transit. The Company will take reasonable care of the Equipment while in its custody.

1.16 Liability. The Company's liability in connection with the Services is governed by clause [X] of the general terms. In addition, and subject to the next sentence, the Company is not liable for loss arising from the Client's failure to follow a Report or the Company's advice, from inaccurate or incomplete information supplied by the Client, or from changes to the Equipment, process or conditions after the Services. Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot lawfully be limited or excluded.

Part 2: Pendulum slip testing

2.1 Scope. The Services comprise measuring the slip resistance of floor surfaces using pendulum test apparatus in accordance with BS 7976 [and relevant HSE guidance], at locations agreed with the Client. Results are reported as Pendulum Test Values (PTV), together with the surface condition (dry or wet) and slider type used.

2.2 Locations tested. Results apply only to the areas tested and to the floor in the condition found, including its cleanliness, wear, contamination, finish, moisture and temperature. They must not be extended to other areas. Where the Company selects representative test locations, the Client must identify any routes or areas of particular concern beforehand.

2.3 Preparation of the floor. The Client must ensure the test area is accessible, cleared of furniture and obstructions, and in its normal state of use and cleaning regime unless otherwise agreed. The Company may refuse or stop testing where the surface is contaminated or unsafe, or where testing could damage the floor.

2.4 Wet testing and pedestrian control. Wet testing involves wetting the surface with water [or another agreed contaminant]. The Client must keep pedestrians and vehicles away from the test area while testing is under way and must allow the Company to place warning signs. The Client is responsible for controlling access to any area that remains wet or marked after testing has finished.

2.5 Delicate surfaces. The Client must tell the Company before testing about any delicate, polished, sealed or specially finished surfaces. The Company is not liable for superficial marking, discolouration or wear that arises from properly conducted testing.

2.6 Interpretation. A PTV indicates slip potential under the conditions at the time of testing. It is not a guarantee that slips will not occur and is not, on its own, a finding that a floor is "safe" or "unsafe". Slip risk also depends on footwear, behaviour, contamination, cleaning methods, lighting and gradient. The Client remains responsible for its own slip-risk assessment and cleaning regime.

2.7 Changing conditions. Slip resistance changes with wear, cleaning products and contamination. Results are valid only at the date of test, and any recommended re-testing interval is advisory.

Part 3: Face fit testing

3.1 Scope. The Services comprise fit testing of tight-fitting respiratory protective equipment (RPE) using a [qualitative / quantitative] method in accordance with HSE guidance [and the Fit2Fit scheme]. A fit test applies only to the individual tested and to the make, model and size of face piece used in the test.

3.2 Client's responsibilities. The Client must ensure that each person to be tested:

- brings the actual RPE (make, model and size) that they will use at work, clean and in good condition;
- is medically fit to wear RPE, because the Company does not assess medical fitness;
- is clean-shaven where the face piece seals, and has no glasses, headgear, jewellery or other items that interfere with the seal; and
- does not eat, drink (other than water) or chew gum for at least 15 minutes before the test.
- Does not smoke or vape for at least one hour before the test.

3.3 Test agents. Qualitative testing uses a bitter or sweet test solution. The Client must ask each person beforehand about allergies or sensitivities to the test agents and tell the Company. The Company is not liable for a reaction arising from a sensitivity that was not disclosed.

3.4 Unsuccessful tests. If a person does not achieve a pass with any RPE supplied, the Company will record the failure. It may offer to test alternative RPE at additional cost, but it is not responsible for supplying RPE unless agreed. The Company may stop a test if a person is unwell or distressed or the test cannot be performed safely, and may charge for the time spent.

3.5 Validity of a pass. A pass applies to that individual, that make, model and size of RPE, and the date of test. It is not a guarantee of protection at all times and does not replace user seal checks, correct fitting each time, suitable RPE selection (including its protection factor), maintenance and training. The Client must arrange a repeat test where a person's face changes significantly (for example weight change, dental work, scarring or facial surgery), where different RPE is used, and at [the intervals set by HSE guidance or the Client's own RPE programme].

3.6 Records. The Company will issue a record for each person showing their name, the RPE tested, the method, the result and the date. The Client is responsible for keeping these records and making them available when required.

3.7 Personal data. Names and test results are personal data. The Client confirms that it has a lawful basis to share them and has informed the individuals concerned. The Company will process them as [data controller / data processor] in accordance with [its privacy notice / clause X] and will keep records for [period].

Part 4: LEV testing

4.1 Scope. The Services comprise a thorough examination and test of local exhaust ventilation (LEV) systems for the purposes of regulation 9 of the Control of Substances Hazardous to Health Regulations 2002 [and HSE guidance HSG258]. This includes visual examination, measurement of airflow and pressures, comparison with commissioning or benchmark performance, and a Report. It does not include air sampling, exposure monitoring, design, installation or repair unless agreed in writing.

4.2 Information to be provided. So far as it is available, the Client must provide the original design and commissioning information, the LEV logbook, previous test reports, the relevant COSHH assessment and details of the processes and substances controlled, and must identify every LEV system and hood to be tested. If no baseline information exists, the Company may establish a benchmark and report against it. The Client accepts that the Company then cannot confirm that the system meets its original design performance.

4.3 Operating condition and access. The Client must ensure that the LEV and the process it serves are operating normally (or in an agreed representative state), that safe access is provided to hoods, ducts, fans and filters, and that the Company is told of any known faults and modifications. The Company is not required to dismantle plant, enter confined spaces or work at height beyond safe reach unless agreed. Components that are concealed or inaccessible are not examined.

4.4 Smoke and tracer testing. The Company may use smoke or other tracers. The Client must warn occupants and make any arrangements needed to prevent fire alarms or smoke detectors from being triggered.

4.5 Exposure not assessed. Unless exposure monitoring is expressly included, the Company does not measure or verify workers' exposure to hazardous substances or compliance with workplace exposure limits. A Report on LEV performance is not confirmation that exposure is adequately controlled.

4.6 Test intervals and maintenance. The Report will state a recommended maximum interval between tests. The Client is responsible for complying with the interval required by law for its processes, for scheduling the next test, and for routine maintenance and interim checks between tests.

4.7 Modifications. Any change to the LEV, the process or the materials used after the test invalidates the Report's conclusions until the system has been re-tested. The Client must keep the LEV logbook up to date.

Part 5: Noise assessments

5.1 Scope. The Services comprise measuring and assessing workplace noise exposure in accordance with the Control of Noise at Work Regulations 2005 [, HSE guidance L108 and BS EN ISO 9612]. The Report will state daily or weekly personal exposure and peak sound pressure, compare them with the exposure action values and limit values, and may include recommendations. The Services do not include audiometry, health surveillance, noise control design or environmental noise assessment unless agreed.

5.2 Representative conditions. Measurements are taken on the day or days and under the conditions at the time. Exposure estimates depend on the tasks, durations and working patterns that the Client provides and confirms as representative. The Company is not liable where actual working patterns differ from those supplied.

5.3 Client's responsibilities. The Client must ensure that machinery and processes run in their normal representative state, that relevant employees are told about the assessment, and that anyone wearing a noise dosimeter wears it as instructed and does not tamper with it. The Client must also tell the Company about non-routine tasks, tools and areas and provide shift patterns. The Client is responsible for loss of or damage to hired instruments while they are in its custody.

5.4 Interference. The Company is not responsible for results affected by tampering, shouting into or striking a microphone, removal of equipment, or unrepresentative operation of plant.

5.5 Not health advice. The assessment does not assess any individual's hearing or susceptibility. The Client remains responsible for health surveillance, for providing suitable hearing protection and training, and for its noise control programme. Any advice on hearing protection is indicative only, because the protection achieved depends on fit and use.

5.6 Review. The Client must review the assessment when there is a significant change in work, equipment or layout, or any reason to suspect that it is no longer valid.

Part 6: Air purity testing

6.1 Scope. The Services comprise sampling and analysis of compressed breathing air from compressors, cylinders or supply systems against [BS EN 12021] and any other standard specified in the quotation. The parameters tested will be listed in the Report.

6.2 Sampling. The Company will take samples from the sampling points identified. Results apply only to the air delivered at that point, at the time of sampling and under the operating conditions then. They do not apply to other outlets, hoses or face pieces, to later times, or to ambient air.

6.3 Client's responsibilities. The Client must ensure the compressor or supply is in normal operating condition, has been serviced in line with the manufacturer's instructions, and operates at normal pressure and temperature, and that filters and consumables are within their service life. The Client must tell the Company about any recent maintenance, filter changes or contamination events and about the location of the compressor air intake.

6.4 Laboratory analysis. Some parameters are analysed by a third-party laboratory, and the Company reports its results as received and may rely on them without independent verification. If a sample is lost, contaminated or invalidated for reasons outside the Company's control, re-sampling is chargeable.

6.5 Out-of-specification results. If a result falls outside the limits of the applicable standard, the Company will notify the Client as soon as reasonably practicable. The Client must immediately withdraw the air supply from use until it has been corrected and re-tested. The Company is not liable for any use of the supply after notification.

6.6 No continuing guarantee. A satisfactory result does not guarantee that the air will remain suitable for breathing. Continuing quality depends on the Client's maintenance, intake position, filtration and use. The Client is responsible for testing at the intervals required by the applicable standards and the manufacturer's instructions.

Part 7: Gas monitor calibrations

7.1 Scope. The Services comprise functional testing, calibration and (where included) bump testing and adjustment of portable or fixed gas monitors using calibration gas, in accordance with the manufacturer's instructions, and issue of a calibration certificate. Repair, sensor or battery replacement and software updates are excluded unless agreed.

7.2 Presentation of monitors. The Client must deliver monitors clean, decontaminated and free from hazardous substances, with adequate battery charge and any accessories required. The Company may refuse a monitor, or charge for cleaning or decontamination, and the Client must tell the Company about any known exposure to hazardous substances.

7.3 Settings and data. Calibration may reset or overwrite alarm settings and stored data. The Client must record and download any settings or data it needs beforehand. Unless the Client instructs otherwise, the Company will apply the settings supplied by the Client or the manufacturer's defaults, and is not liable for loss of data or settings.

7.4 Failed monitors. If a monitor cannot be calibrated or fails testing (for example because a sensor is depleted, faulty or damaged), the Company will mark it "fail – do not use" and report the failure. Replacement sensors, repairs and manufacturer returns are chargeable and require the Client's approval. The Company is not liable for the monitor being unavailable or for delays waiting for parts. The Client is responsible for keeping spare monitors available.

7.5 Calibration is a point in time. A certificate confirms performance on the calibration date only. The Client remains responsible for bump tests or function checks before each use in line with the manufacturer's recommendations, for selecting a monitor suitable for the gases and environment, for user training, and for sensor poisoning and cross-sensitivity.

7.6 Calibration interval. Any due date on a certificate or label is a recommendation. The Client should set the interval by risk assessment and the manufacturer's recommendations, and monitors used in harsh conditions may need calibration more often.

7.7 Certified equipment. Calibration does not alter or extend a monitor's certification. The Company is not responsible for the use of a monitor in any hazardous area for which its certification is unsuitable, and will not carry out work that could affect certification unless it is competent and authorised to do so.

Part 8: Fall arrest servicing and inspection

8.1 Scope. The Services comprise periodic detailed inspection [and servicing] of fall arrest and fall protection equipment, such as harnesses, lanyards, energy absorbers, self-retracting lifelines, rope grabs, connectors and anchor devices [and fixed lifeline or anchor systems], in accordance with the manufacturer's instructions, BS EN 365 and HSE guidance. The Company will issue an inspection record. Servicing and repair are limited to work the Company is competent, and where necessary authorised by the manufacturer, to carry out. Items that can only be serviced by the manufacturer will be returned to the manufacturer or its authorised agent at the Client's cost.

8.2 Identification and history. The Client must identify each item (manufacturer, serial number and year of manufacture) and provide its usage and inspection history, together with any information about contamination or incidents. The Company may fail any item that has no legible marking, cannot be identified, or for which manufacturer's instructions cannot be obtained.

8.3 Falls and shock loading. The Client must disclose and segregate any equipment that has arrested a fall or been subject to shock loading, damage, or exposure to chemicals, heat or welding. Such equipment must be withdrawn from use immediately and must not return to service until approved by the manufacturer or a competent person. The Company is not liable for any failure to disclose such events.

8.4 Pass and fail decisions. The Company will apply the manufacturer's criteria and its professional judgement. Equipment that fails, or that has passed the manufacturer's maximum service life, will be marked and recorded as unfit for use, and the Client must not use it. The Company may [retain, or render unusable, / return, marked as condemned,] failed items [as the Client directs].

8.5 No repair without consent. The Company will not repair or replace components beyond the agreed scope without the Client's approval. Replacement parts are chargeable, and the Company may use manufacturer's parts or equivalent approved parts.

8.6 Limits of inspection. Inspection is a visual, tactile and functional check of accessible parts and does not include load testing unless stated. It does not cover the suitability of equipment for a particular task, compatibility between items, anchorage points or the structure to which they are attached, or rescue arrangements. The Client remains responsible for user training, pre-use checks before each use, its work at height risk assessment, safe systems of work and rescue plan. An inspection does not guarantee that equipment will not fail before the next inspection.

8.7 Labels and next due date. The Company will attach a [tag or label] showing the inspection date and next due date, which the Client must not remove or alter. The next due date is a maximum, and more frequent inspection may be needed where the manufacturer specifies or where conditions of use require it.

8.8 Fixed systems and anchors. Where fixed systems or anchors are included, the Company will inspect and test only their accessible components. Any certificate applies to the system as at the inspection date and excludes the supporting structure unless expressly included. The Client must provide design, installation and certification records and previous load test data. Load testing of anchors is a separate Service.

8.9 Contaminated equipment. The Company may refuse equipment that is dirty or contaminated, or clean it at the Client's cost.

Part 9: Compressor examinations

9.1 Scope. The Services comprise examination of compressors and associated pressure systems (such as air receivers, pipework and protective devices) by a competent person under the Pressure Systems Safety Regulations 2000 (PSSR), in accordance with the Client's written scheme of examination. [Where agreed in writing, the Company will also draw up the written scheme.] The Company is not the "user" or "owner" of the equipment for the purposes of PSSR.

9.2 Client's duties under PSSR. The Client remains responsible for its duties as user or owner under PSSR. These include ensuring that a suitable written scheme of examination is in place, setting safe operating limits, maintaining and operating the system safely, and arranging examination before the due date. The Client must give the Company the written scheme, previous reports, maintenance records, safe operating limits and manufacturer's data, and must identify the equipment to be examined.

9.3 Preparation. Unless agreed otherwise, the Client must ensure before the Company arrives that the compressor and receiver are shut down, isolated, locked off, depressurised, cooled and drained, that guards and covers are removed or provided by competent Client staff, and that, where internal examination is required, the equipment is clean and safe to enter. The Company will not enter a confined space unless agreed.

9.4 Extent of examination. Each Report will state which parts were examined and whether the examination was internal or external. The examination is limited to what the written scheme requires and to parts that are accessible. The Company is not responsible for parts outside the scheme or parts that could not be reached.

9.5 Defects and imminent danger. If the Company finds a defect that gives rise, or may give rise, to danger, it will tell the Client as soon as practicable, orally and in writing. If the Company considers that there is imminent danger, or the law requires it, the Company will report to the Client in writing immediately and send a copy to the enforcing authority, and the Client consents to this. The Client must not

use the equipment until it has been remedied. The Company may specify repairs, modifications or a reduced safe operating pressure.

9.6 Next examination. The date of the next examination is set by the written scheme or the competent person's opinion as stated in the Report, and is a maximum. The Client is responsible for arranging re-examination before it expires and acknowledges that using equipment after the date has lapsed may breach PSSR.

9.7 Examination is not servicing. The examination is not maintenance, servicing or repair. Safety devices will be examined or tested only where the written scheme includes them.

9.8 Inadequate documentation. The Company may delay or decline to carry out an examination where the written scheme, drawings or records are missing or inadequate, and may charge for any wasted visit.

Part 10: Human transmitted vibration testing

10.1 Scope. The Services comprise measuring and assessing exposure to hand-arm vibration and/or whole-body vibration in accordance with the Control of Vibration at Work Regulations 2005 [, HSE guidance L140, BS EN ISO 5349 and ISO 2631], to calculate daily exposure A(8) and compare it with the exposure action values and limit values. The Services do not include health surveillance, medical assessment, or the design or modification of tools or machines.

10.2 Representative operation. Measurements represent the tools, machines, accessories, work surfaces, operators and techniques at the time of testing, and the daily exposure times supplied by the Client (for example trigger times or machine hours). Calculated exposure depends on that information, and the Company is not liable for inaccurate exposure times. The Client must make available tools in normal working condition, operated on typical tasks, and tell the Company about maintenance state, anti-vibration fittings and any variations.

10.3 Operators and safe operation. The Client must provide suitably trained operators to use the machinery normally and is responsible for its safe operation. The Company's personnel will only attach sensors. The Client must ensure that sensors can be safely mounted and must approve in advance any fixing that could alter a tool or affect a manufacturer's warranty.

10.4 Variability and uncertainty. Results are indicative for the combinations measured and are not manufacturers' declared values. They may differ because of wear, operator technique, grip and push force, material worked and condition. Measurement uncertainty applies, and the Report may state it.

10.5 Not medical advice. The Company does not carry out health surveillance, diagnose conditions or give medical advice. The Client remains responsible for health surveillance, information and training, control measures, and review of its risk assessment. The Company's recommendations on controls (such as tool choice, job rotation and maintenance) are advisory only.

10.6 Validity. A Report is valid only for the tools, operators and tasks assessed. The Client must review it when equipment, tasks or methods change.

Part 11: Fixed ladder inspections

11.1 Scope. The Services comprise periodic inspection of permanently fixed ladders, including their stiles, rungs, brackets, fixings, welds, safety hoops, safety gates and landing platforms, for condition, security and defects. [Where the Client asks, the Company will also compare key features of the ladder with BS 4211:2005+A1:2008 and/or BS EN ISO 14122-4:2016.] The Company will issue a Report listing the ladders inspected and grading any defects found. Load testing, pull-out testing of fixings, non-destructive testing, structural calculations, painting and repair are excluded unless agreed in writing.

11.2 Standards used. The Client must say which standard or standards it wants used as the benchmark. BS 4211 covers ladders with single bar rungs fixed permanently to structures such as chimneys, silos and bins, and BS EN ISO 14122-4 covers fixed ladders forming part of the means of access to machinery. If the Client does not nominate one, the Company will choose the standard it considers appropriate and state it in the Report. Both are specifications for design and construction, not standards for in-service inspection. A ladder installed under an earlier edition or an earlier standard may differ from the current one, and the Company will record such differences as observations rather than as defects. The Company does not advise whether a ladder must be upgraded, and that decision remains the Client's.

11.3 Method and limits. The Company will inspect by close visual examination and, where agreed, tactile or sounding checks of accessible parts. Parts that cannot reasonably be reached, such as high sections, concealed fixings and components inside the structure, are not inspected unless the Client provides suitable access (for example a mobile elevating work platform, scaffold or rope access) or the Company agrees to arrange it at additional cost. The Company will not climb any ladder it considers unsafe to climb and may report a limited inspection.

11.4 Supporting structure. An inspection of the ladder does not establish the integrity of the structure, wall, roof, silo or machine to which it is fixed, or the condition of embedded fixings or hidden corrosion. The Client remains responsible for the structure. The Company may recommend further investigation, pull-out or load testing, or non-destructive testing, each of which is a separate Service.

11.5 Client's responsibilities. The Client must provide access to every ladder to be inspected, including keys, permits, isolations and access to roofs and restricted areas, and must keep the ladder clear of obstruction and out of use while it is being inspected. The Client must tell the Company about known defects, previous repairs, modifications and incidents, and about site hazards such as fragile roofs, silo contents, live equipment, hazardous atmospheres and chemicals. The Company will not enter a silo, bin or other confined space unless agreed in advance with a safe system of work and rescue arrangements in place.

11.6 Ladders fitted with fall arrest systems. Where a ladder carries a fixed fall arrest or lifeline system, that system is inspected under Part 8 and only if it is included in the quotation.

11.7 Defects and unsafe ladders. The Report will classify defects as [for example immediate danger, urgent or routine]. If the Company considers that a ladder is dangerous (for instance because of loose or missing rungs, corroded or cracked stiles, or failed fixings), it will tell the Client immediately. The Client authorises the Company to attach a "do not use" tag, and must prevent use of the ladder until it has been repaired and re-inspected. The Company is not liable for the consequences of use of a ladder contrary to a Report, a tag or the Company's advice.

11.8 Repairs and modifications. The Company will not repair, remove, paint or modify a ladder unless agreed. The Client must use a competent contractor for any repair, and any repair, modification or change of use after the inspection invalidates the Report until the ladder has been re-inspected.

11.9 Identification and schedule. The Client must provide a list, drawing or asset register that identifies each ladder to be inspected. The Company may assign a reference to each ladder and attach an identification tag, which the Client must not remove or alter. The Report applies only to the ladders listed in it.

11.10 Inspection is a snapshot. The Report records the condition of the ladder on the inspection date only. The Report will state a recommended inspection interval, but the Client must set the actual frequency by risk assessment, and ladders in coastal, chemical or other aggressive environments may need more frequent inspection. The Client remains responsible for pre-use checks by users and for additional checks after storms, impacts or alterations.

11.11 Suitability and compliance. The Client remains responsible for the suitability of each ladder for its intended use, for its work at height risk assessment, for safe systems of work and training, and for rescue arrangements. The Company does not certify that any ladder complies with the Work at Height Regulations 2005 or any other law (see clause 1.7).

Part 12: Fire extinguisher provision and servicing

12.1 Scope. The Services comprise the supply, installation and servicing of portable fire extinguishers, including inspection, maintenance, extended servicing, pressure testing, recharging and replacement, in accordance with BS 5306-3 and, for selection and positioning, BS 5306-8, BS 5306-9 together with the manufacturer's instructions. Fire alarms, emergency lighting, sprinklers, hose reels, dry risers and fire risk assessments are excluded unless agreed in writing.

12.2 Responsible person. The Client remains the "responsible person" under the Regulatory Reform (Fire Safety) Order 2005 and is responsible for its fire risk assessment, for deciding the type, number and location of extinguishers, and for staff training and fire arrangements. Any advice from the Company on selection or positioning is based on the information the Client gives and is not a fire risk assessment unless expressly agreed.

12.3 Supply and installation. Extinguishers supplied will conform to the relevant product standards. Supply is subject to availability, and the Company may substitute an equivalent type. Risk passes on delivery, and title passes on payment in full. The Client must confirm that walls and other surfaces are suitable for mounting brackets, and the Company is not liable for damage caused by fixings to unsuitable surfaces.

12.4 Service visits. The Company will service extinguishers at [annual] intervals, with extended services and pressure tests at the intervals required by BS 5306-3 and the manufacturer. The Client must give access to every extinguisher on the asset list, in position, and tell the Company about any not on the list. Any extinguisher that cannot be found or reached will be reported as not serviced, and the Company is not responsible for its condition. The Client must carry out its own regular visual checks (for example monthly) in line with BS 5306-3.

12.5 Defective, expired and condemned extinguishers. An extinguisher that fails servicing, is damaged, corroded or discharged, has passed its service life, or is of a type for which parts or agents are no longer available will be condemned and labelled, and the Company will tell the Client. With the Client's approval, it will be replaced or disposed of under Part 16. The Client must make sure adequate fire cover remains in place while an extinguisher is out of service.

12.6 Loan and replacement units. The Company may provide loan extinguishers while the Client's units are away for servicing [at an additional charge]. Loan units remain the Company's property and must be returned in good condition. The Client is responsible for their loss or damage and for keeping them in position.

12.7 Use and tampering. The Client must tell the Company about, and arrange replacement or recharge of, any extinguisher that has been used, partly or wholly discharged, tampered with or damaged. The Company has no duty to check extinguishers between scheduled visits, and recharging is chargeable.

12.8 Labels and records. The Company will attach a service label showing the service date and will provide a Report. A label records the condition of the extinguisher on that date only, and the Client must not remove or alter it.

12.9 No guarantee of performance. Servicing does not guarantee that an extinguisher will operate effectively in a fire or put out a fire. The Client remains responsible for training its staff, for keeping extinguishers visible, signed and

unobstructed, and for ensuring they are not removed. The Company may decline to service an extinguisher for which it cannot obtain parts or technical data.

Part 13: Respiratory protective equipment inspection and servicing

13.1 Scope. The Services comprise periodic thorough examination, inspection, testing, cleaning, servicing and repair of reusable respiratory protective equipment (RPE), such as half and full face masks, powered respirators, airline apparatus [and self-contained breathing apparatus], in accordance with HSE guidance (HSG53), BS 4275 and the manufacturer's instructions. Disposable RPE, fit testing (Part 3), air purity testing (Part 6) and cylinder pressure testing are excluded unless agreed.

13.2 Client's responsibilities. The Client is responsible for selecting RPE that is suitable and gives adequate protection for the hazard, for pre-use checks, storage, cleaning after use, user training and fit testing, for replacing filters at the intervals needed, and for keeping records of use. The Company's examination does not verify that RPE is suitable for a particular substance or atmosphere.

13.3 Decontamination. The Client must present RPE clean, dry and decontaminated, and must tell the Company if it has been used with hazardous substances such as asbestos, silica, chemicals or biological agents, giving a written declaration if requested. The Company may refuse or return contaminated RPE, or clean it at the Client's cost, and is not liable for harm caused by contamination that was not disclosed.

13.4 Examination, parts and consumables. The examination includes visual checks and function tests of facepieces, seals, valves, harnesses, hoses, regulators, alarms and batteries, with airflow and leak or pressure tests where applicable. Replacement parts and consumables are chargeable and will be genuine or equivalent approved parts. The Company may fit parts costing up to [£ amount] without further approval and needs the Client's approval above that.

13.5 Manufacturer-authorised work. Where the manufacturer requires servicing by an authorised agent that the Company is not, the Company will tell the Client and may return the RPE to the manufacturer or its agent at the Client's cost. The Company is not liable for the manufacturer's delays.

13.6 Failed RPE and filters. RPE that fails examination, has exceeded its service life or cannot be restored will be tagged "fail – do not use" and recorded, and the Client must withdraw it from use. The Company does not determine the remaining life of filters in use, and the Client must change filters as the manufacturer requires and its own records show.

13.7 Records and cylinders. The Company will issue a record for each item showing make, model, serial number, result, date and next due date. The Client must keep these records for the period the law requires. Breathing apparatus cylinders must be within their test dates, and cylinder inspection and pressure testing are outside scope unless agreed.

13.8 Point in time. An examination records the condition of RPE on the date only. The Client remains responsible for monitoring and checking RPE between examinations and for ensuring it is used correctly.

Part 14: Portable vacuum cleaner inspection and testing

14.1 Scope. The Services comprise periodic inspection and testing of portable and mobile industrial vacuum cleaners, including those used for hazardous dusts (M and H class). This covers casings, seals and gaskets, filters, hoses, cables, plugs and switches, and suction or airflow, together with electrical safety testing (see Part 15). Where quoted, it also covers filter integrity or leak testing (for example filter integrity testing) when itemised on the quotation. Testing is in accordance with BS EN 60335-2-69, HSE guidance and the manufacturer's instructions where applicable. Repair and the supply of filters and accessories are excluded unless agreed within the quotation.

14.2 Client's information. The Client must tell the Company the class of each vacuum cleaner, the substances it is used to collect (for example asbestos, lead, silica or wood dust), and provide previous test records. The Client is responsible for choosing a vacuum cleaner of a suitable class and for using it correctly, and the Company is not responsible for its classification or suitability.

14.3 Decontamination and presentation. The Client must present each unit emptied, with any bag or container removed and sealed in line with its procedures, and decontaminated of dust residue. Where hazardous dust has been collected, the Client must decontaminate the unit and provide a written declaration before handover. The Company may refuse or return a contaminated unit, or clean it at the Client's cost. Used filters and bags remain the Client's waste unless the Company agrees in writing to dispose of them for a charge.

14.4 Test method and results. Results apply to the unit as presented, with the filters, hoses and seals fitted at the time. Changing a filter, hose or seal after the test invalidates the filter result. If a unit cannot be tested (for example because the filter is not available or no test adaptor exists for the model), the Company will report it as untested. Consumables damaged or used up by testing are chargeable.

14.5 Failed units. A unit that fails will be tagged "do not use", and the Client must withdraw it from use, in particular for hazardous dust, until it has been repaired by a competent person and re-tested. The Company is not liable for the consequences of use of a failed unit.

14.6 Interval and pre-use checks. The Report will state a recommended next test date. The test interval that applies depends on the substance collected and the class of unit, and the Client must check the requirements that apply to its work. The Client remains responsible for pre-use checks, filter and bag changes and routine maintenance in line with the manufacturer's instructions.

Part 15: Portable appliance testing (PAT)

15.1 Scope. The Services comprise in-service inspection and testing of portable and transportable electrical equipment, comprising a formal visual inspection and, where appropriate, tests such as earth continuity, insulation resistance, polarity and leakage current, in accordance with the IET Code of Practice for In-service Inspection and Testing of Electrical Equipment, the Electricity at Work Regulations 1989 and HSE guidance. Items are labelled with a pass or fail result, an identification number and the test date. Testing of fixed wiring and installations (including EICRs), [RCD testing,] repair, and equipment beyond the capability of the Company's test instruments are excluded unless agreed.

15.2 Asset list and presentation. The Client must provide an asset list or allow the Company to compile one, and must make every item accessible, switched off, unplugged and available at the time of the visit. Items that are unavailable (for example in use, off-site or locked away) will be reported as not tested, and a return visit is chargeable. The Company is not responsible for equipment not presented.

15.3 Interruption and sensitive equipment. Testing requires equipment to be disconnected from the supply. The Client must identify any equipment that is critical or sensitive, such as IT systems and data-bearing devices, medical or life-support equipment, alarms, refrigeration and freezers, and process-critical equipment, and must arrange for it to be backed up, shut down or excluded. The Company will not disconnect equipment the Client has marked as critical without the Client's authority, and is not liable for loss of data, stock or production, or for damage, arising from disconnection of equipment that the Client did not identify. Where the Client tells the Company that an item is sensitive to a test (for example insulation resistance testing of electronics), the Company will use a suitable alternative method or exclude it.

15.4 Failed items. A failed item will be labelled "fail" and the Company will tell the Client. The Client must keep it out of service until it has been repaired and re-tested. The Client authorises the Company to disconnect and isolate any item it considers dangerous. The Company will repair or replace leads and plugs only if agreed, at agreed rates.

15.5 Items the Company may decline. The Company may decline to test equipment it considers unsafe to test, such as damaged, wet or contaminated items, high-voltage or three-phase equipment, and medical equipment in use. The Client must ensure it has authority to have third-party, hired or leased equipment tested.

15.6 Results, intervals and records. A pass records the condition of the item at the test date only. The Company will issue a report listing each item, its class and its result, and the label shows the next recommended test date. The Client must set test frequencies by risk assessment (for example type of equipment, environment and users) and arrange user checks and formal visual inspections between tests. PAT does not certify the electrical safety of the premises or the fixed installation. The Client must tell the Company about new, repaired or modified equipment, which needs testing, and must not remove or alter test labels.

15.7 Damage during testing. The Company will take reasonable care when testing. Unless caused by the Company's negligence, it is not liable where equipment fails or is damaged during testing because of its pre-existing condition.

Part 16: Fire extinguisher disposal

16.1 Scope. The Services comprise collection, transport and disposal or recycling of unwanted or condemned portable fire extinguishers and their contents, using licensed waste carriers and permitted facilities in accordance with the duty of care under the Environmental Protection Act 1990 and the Waste (England and Wales) Regulations 2011. Unless agreed in writing, the Company does not accept halon or other ozone-depleting extinguishers, fixed systems or cylinders that are not fire extinguishers.

16.2 Client's information. The Client must describe the extinguishers accurately (type, agent, quantity and condition) and tell the Company about any that are damaged, corroded, leaking, partly discharged, of unknown content or contain halon. The Client remains responsible under its duty of care until collection. The Company may reject, return or make an additional charge for specialist handling of units that are not as described.

16.3 Handling before collection. The Client must not discharge, tamper with, drill or try to depressurise extinguishers, and must store them upright and secure and safe for collection. The Company is not responsible for injury or damage arising from the Client's tampering. All pins must be

16.4 Title, risk and documents. Title and risk pass to the Company on collection. The Client confirms it owns the extinguishers or has authority to dispose of them, and that they are not hired or leased. The Company will issue a waste transfer note (or consignment note where the waste is hazardous) and a disposal or recycling certificate on request. The Client must keep these documents for the period the law requires. The Company may recycle, recondition or re-use components and materials, and the Client has no claim to proceeds or to the return of the extinguishers or contents.

16.5 Charges. Disposal is charged per extinguisher by type [or weight], with a [minimum collection charge]. Additional charges apply to undeclared items, specialist handling and difficult access.

16.6 Disposal is final. The Client must email a written list of the list of extinguishers before collection, and the Company will rely on it. Once collected, extinguishers will not be returned. The items contained on the extinguisher report as removed are chargeable and cannot be queries post removal from site.

16.7 Fire cover. The Client is responsible for keeping adequate fire extinguishing provision in place when it disposes of extinguishers (see Part 12), and the Company is not liable for any gap in fire cover.

Part 17: Portable ladder and platform inspection

17.1 Scope. The Services comprise inspection of portable ladders (including stepladders, extension and leaning ladders and combination ladders), [podium steps, trestles and low-level work platforms,] for condition, damage, wear and defects, in accordance with the Work at Height Regulations 2005, HSE guidance, [BS EN 131] and the manufacturer's instructions. [Mobile access towers are excluded unless agreed prior.]

17.2 Identification and presentation. The Client must identify each item, make it accessible and present it clean. The Company may attach a unique identification tag or label to each item. Items without legible manufacturer's markings may be failed. Items in use, off-site or otherwise not presented will not be inspected, and the Report applies only to the items it lists.

17.3 Method and limits. The inspection comprises visual and functional checks of stiles, rungs, treads, feet, hinges, spreaders, locking mechanisms, guardrails, wheels and brakes, platforms, labels and instructions. It does not include load testing, dismantling or non-destructive testing. Hidden internal damage, such as fatigue in aluminium or internal cracks in composite ladders, may not be detected. The inspection does not assess whether an item is suitable for a particular task.

17.4 Failed items. A failed item will be tagged "do not use" and the Client must not use it. With the Client's consent, the Company may retain it, render it unusable or dispose of it. Repair may be carried out only by the manufacturer or a competent person in line with the manufacturer's recommendations, and many ladders cannot be repaired.

17.5 Pre-use checks and correct use. The inspection does not replace pre-use checks by users each time an item is used. The Client remains responsible for choosing the right equipment for each task (for example height, duty rating, and short-duration, low-risk work), for correct use and securing, for user training, and for its work at height risk assessment. Damage or misuse after the inspection invalidates the result, and an inspection does not guarantee that an item will not fail before the next one.

17.6 Next inspection. The Report will state a recommended next inspection date. The Client must set the frequency of formal inspection by its own risk assessment, taking account of how often items are used, the environment and any history of damage.

Part 18: Installation and testing of lifting and fall protection anchors

18.1 Scope. The Services comprise the supply and installation of anchor points and fixings for lifting and fall protection, including post-installed anchors, eyebolts, lifting points, davit arm sockets and masts, roof and wall anchors and similar fixtures, and proof testing of them by tensile (pull) testing and shear testing, in accordance with BS 7883, [BS 8539 for anchors in concrete and masonry,] BS EN 795, the manufacturer's instructions and the specification agreed with the Client. Design of the supporting structure, structural calculations and thorough examination under the Lifting Operations and Lifting Equipment Regulations 1998 are excluded unless expressly agreed in writing.

18.2 Design and the Client's structure. Unless agreed in writing, the Company does not design the anchorage or assess the capacity of the supporting structure. The Client, through its designer or structural engineer, is responsible for confirming that the structure can safely carry the loads imposed, including reaction forces, and for specifying the anchor type, location, rated load and number of users. Where the Company selects an anchor or a position, it does so on the information the Client has supplied, and it will recommend a structural engineer where the capacity of the substrate is unknown.

18.3 Intended use and rating. The order must state the intended use of each anchor (for example fall arrest, work positioning, restraint, rope access, lifting of people or lifting of materials, or a combination), its rated load and the number of users. The Company will mark and certify each anchor only for the use and rating stated. The Client must not use an anchor for any other purpose, in a different direction, or above its rating. An anchor installed for lifting must not be used for fall protection unless it is rated for both, and the reverse also applies.

18.4 Information and permissions. Before work starts, the Client must give the Company:

- confirmation that it owns the structure or has the owner's consent, including any landlord or listed building consent;
- drawings, specifications and details of the substrate type, thickness, condition, finishes and known defects;
- asbestos register or survey information covering every area to be drilled or fixed;
- the position of hidden services (electrical, gas, water and data) and reinforcement;
- details of roof construction, waterproofing, warranties and fragile surfaces; and
- the environmental conditions, such as coastal, chemical or high-humidity exposure.

The Company may rely on this information. It may scan for services and reinforcement but is not liable for hidden services, reinforcement or asbestos that were not identified in the information supplied or detected by reasonable scanning, and it may stop work if it suspects asbestos.

18.5 Suitability of the substrate. The Company may decline to install or test anchors where it considers the substrate unsuitable, for example deteriorated, cracked or carbonated concrete, hollow or aerated blocks, damaged masonry or corroded steel. It may instead require preliminary or trial tests, which are chargeable. The Company is not liable for the failure of an anchor attributable to substrate defects that were not disclosed and were not reasonably apparent.

18.6 Installation, curing and making good. The Company will install anchors in accordance with the manufacturer's instructions. Chemical anchors need a curing time that depends on temperature and humidity, and no anchor may be tested or loaded before it has cured. The Company will tell the Client the earliest test date. The Company will seal drill holes and penetrations by the method agreed, but finishes, roof membranes, waterproofing and fire-stopping remain the Client's responsibility unless agreed. The Client must check roof warranty requirements before work starts, and the Company is not liable for leaks or an invalidated roof warranty unless caused by its negligence.

18.7 Tensile (pull) testing. Where included, the Company will apply tensile load along the axis of the anchor, using calibrated test equipment, to the proof load and for the duration specified in the order, the design, BS 7883, BS 8539 or the manufacturer's instructions, whichever the parties agree is to govern. Where no proof load has been specified, the Company will tell the Client the load it proposes and may decline to proceed until it is agreed. An anchor passes only if it carries the load for the specified duration without movement or damage beyond the limits in the governing specification.

18.8 Shear testing. Where included, the Company will apply load perpendicular to the axis of the anchor, or in another direction agreed, using calibrated test equipment, to the load and for the duration specified in the order or the design. The Client acknowledges that standard site test procedures do not set out a shear test for every type of anchor, so the test load, direction, acceptance criteria and permitted displacement must be specified or agreed before testing starts. The Company may decline to shear test an anchor that is near an edge or in a thin or fragile substrate, or where it considers the risk of damage to be disproportionate.

18.9 Test equipment and competence. The Company will use [calibrated hydraulic or mechanical] test equipment [traceable to national standards] and will record its identification and calibration date in the Report. [Testing is carried out by operatives certified as competent under the Construction Fixings Association scheme.]

18.10 Number of anchors tested. Unless agreed in writing, [every anchor installed under the Services will be tested / the Company will test the sample size set by the governing specification]. Anchors that are not tested are not certified and the Company gives no assurance about them. Where sample testing is agreed and an anchor fails, the Company may require additional anchors, or all anchors, to be tested. This is chargeable unless the failure results from the Company's workmanship.

18.11 Risks of testing and failed anchors. Proof loading may cause deformation, cracking, spalling or damage to coatings, finishes and the substrate. A failure at or below the proof load is a test result and not a breach of these terms. The Client accepts these risks and must tell the Company about finishes or items that could be damaged. A failed anchor will be marked, removed or isolated and reported, and must not be used. If the failure is due to the Company's defective workmanship, the Company will replace and re-test the anchor at its own cost. In other cases, replacement, re-installation and re-testing are chargeable, as is repair of the substrate, unless the damage was caused by the Company's negligence.

18.12 Anchors installed by others. Where the Company tests or inspects anchors it did not install, it has no information about how they were installed (for example embedment depth, resin batch, torque or substrate), and its results are limited to the load and direction applied. The Company may fail any anchor that cannot be identified or whose type, rating or installation cannot be established. The Client accepts that testing existing anchors carries a risk of failure and damage.

18.13 Identification, certificate and records. The Company will fit each anchor with a unique identification tag or plate showing [its reference, rated load, number of users, date and next inspection date], which the Client must not remove or alter. The Company will issue an installation and test report recording, for each anchor, its reference and location (by plan or photograph), type, substrate, installation date, [product and resin batch,] proof load, direction, duration and result, together with the test equipment identification and calibration date and the operative. The Client must keep the report for the life of the anchor and pass it to any later contractor. The certificate applies only to the anchor as installed, tested and rated, and does not certify the supporting structure beyond the load tested.

18.14 Release for use. The Client must not use an anchor until installation is complete, any curing has finished, the Company has tested it and issued its report, and the anchor has passed. Any use before then is at the Client's risk and the Company is not liable for it.

18.15 Lifting equipment and fall protection. Where an anchor, eyebolt or davit arm is used for lifting, the Client remains responsible for complying with the Lifting Operations and Lifting Equipment Regulations 1998, including thorough examination by a competent person where required. Unless expressly agreed, the Company's installation and testing is not a thorough examination under those Regulations. Where an anchor is used for fall protection, the Client remains responsible for its work at height risk assessment, for compatibility with its personal protective equipment, and for user training and a rescue plan (see also Part 8). A davit arm must be operated within its rated capacity and in line with the

manufacturer's instructions, and the Client must ensure that its base socket and the supporting structure are suitable.

18.16 Periodic inspection and re-testing. The Client must have anchors inspected and re-tested at the shortest interval specified in BS 7883, the manufacturer's instructions or the Company's report, and sooner after an overload, an incident, or any alteration to the structure or its environment, particularly where anchors are in a corrosive setting. Inspection and re-testing are separate Services, and the Report will state a recommended maximum interval.

18.17 Workmanship warranty. The Company warrants for [12] months from the date of its installation report that its installation work is free from defects in workmanship. The warranty does not cover overload or misuse, corrosion in conditions not disclosed to the Company, modifications or repairs by others, or changes in or deterioration of the structure or substrate. The Client must notify the Company in writing promptly after discovering any defect.

18.18 Site safety. In addition to clause 1.4, the Client must provide safe access, roof access, edge protection, permits to work, power and welfare facilities as reasonably required, and must warn the Company of any fragile surfaces. The Company will provide its risk assessment and method statement on request.

Part 19: General health and safety consultancy

19.1 Scope. The Services comprise health and safety advice and support, which may include audits and site visits, risk assessments, the preparation or review of policies, procedures and method statements, written reports, and telephone or email advice [and support as a competent person under regulation 7 of the Management of Health and Safety at Work Regulations 1999]. Legal advice, engineering design, occupational health or medical advice, fire risk assessment and the duties of a principal designer under the Construction (Design and Management) Regulations 2015 are excluded unless expressly agreed in writing.

19.2 Standard of advice. The Company will give advice with the reasonable skill and care of a competent health and safety consultant, based on the law, HSE guidance and recognised good practice at the date the advice is given.

19.3 The Client's legal duties remain. The Client remains responsible for its legal duties under the Health and Safety at Work etc. Act 1974 and the regulations made under it. The Company does not take over those duties, and appointing the Company does not transfer them to it, unless it has been expressly appointed in writing to a defined statutory role.

19.4 Information and cooperation. The Client must give the Company accurate and complete information, access to premises, people, documents and records (for example risk assessments, accident records, training records, maintenance records and examination reports), and must tell the Company promptly about incidents, enforcement action and significant changes to its work, premises, equipment or people. The Company may rely on that information without checking it and is not liable for advice based on information that was inaccurate or incomplete. If the Client does not cooperate, the Company may suspend the Services and charge for the time lost.

19.5 Visits and audits are samples. Visits, audits and inspections are based on a sample of the areas, activities, people and documents available at the time. The Company does not guarantee that every hazard, shortcoming or breach has been identified, and a Report reflects only what the Company saw and was told on the dates stated. If the Company becomes aware during the Services of an immediate risk of serious harm, it will tell the Client promptly, but it is not under any duty to search for such risks beyond the agreed scope.

19.6 Advice is given at a point in time. Advice applies to the circumstances described to the Company and the law, guidance and standards at the date given, all of which may change. The Company has no duty to update its advice unless it is retained to do so. The Client must review its risk assessments, policies and procedures regularly and whenever circumstances change.

19.7 Implementation is the Client's responsibility. The Client decides whether, how and when to act on the Company's recommendations. The Company is not responsible for putting controls in place, supervising or enforcing them, training or instructing the Client's workers, or monitoring compliance, unless the Services expressly include that work. Any priorities or timescales the Company suggests are advisory.

19.8 Documents prepared by the Company. The Client must adopt, tailor and review each risk assessment, policy, procedure and method statement the Company prepares, and must check it against its own site-specific conditions before use. The Client is responsible for making sure it is communicated, understood, implemented and kept up to date, and the Company is not liable for loss arising from the Client's failure to do so.

19.9 Not legal, engineering or medical advice. The Company's advice is health and safety advice only. Where the Company explains what it understands the law to require, that is its professional view and not a legal opinion. The Client should take specialist legal, engineering, medical, occupational health or insurance advice where needed. The Company gives no assurance about how a regulator, court, insurer or certification body will view any matter.

19.10 No guarantee of outcomes. The Company does not guarantee that following its advice will prevent accidents, ill-health, incidents, claims, enforcement action or prosecution, or will lead to compliance with the law. Where the Services support an inspection, audit, accreditation or certification (for example a contractor pre-qualification scheme or an ISO management system), the Company does not guarantee that it will be passed or obtained.

19.11 Oral and informal advice. Advice given orally, by telephone or by email is given informally for the Client's convenience on the facts then available. It is not a formal assessment or Report, and the Client must not rely on it as one. The Company may confirm any advice in writing, and the written advice prevails.

19.12 Incidents and regulators. Where the Company assists with an incident investigation or dealings with the HSE, a local authority, a fire and rescue authority or another regulator, its assistance is advisory only. The Company does not act as the Client's legal representative, and the Client remains responsible for its reporting duties (including under RIDDOR) and for taking legal advice. Clause 1.11 applies to any disclosure the law requires.

19.13 Reliance by others. The Company's advice is given to the Client for its own use. The Client may share a Report in full as clause 1.8 allows, but the Company owes no duty to any other person who receives or relies on the advice, including contractors, customers, insurers and lenders, without the Company's written agreement.

19.14 Retained services. Where the Company is retained for an agreed number of hours or days each period, unused time does not carry forward unless agreed, and work outside the agreed scope is chargeable at the Company's then current rates. Any target response times are targets only, and are not guaranteed.

19.15 Liability. [Subject to clause 1.16,] the Company's liability for advice given under this Part is limited to loss caused by its negligence in giving that advice, and is capped at [£ amount / the fees paid for the relevant Services in the previous 12 months]. The Company is not liable for indirect or consequential loss, loss of profit, business interruption or increases in insurance premiums. The Company maintains professional indemnity insurance of not less than £2 Million.