

LRB - Health & Safety Solutions

TERMS AND CONDITIONS

These terms and conditions shall apply in respect of your order for all goods and/or services requested from us by you. Save to the extent that these terms and conditions are varied and agreed by us they shall constitute the entire agreement between us and shall prevail over your own terms and conditions.

You will provide us (or such other third party as we may reasonably require) with all information reasonably requested by us so that we can supply the goods and/or perform the services including (but without prejudice to the generality of the foregoing) all information reasonably requested by us so that we may undertake a risk assessment of your premises and or provide you with a quotation for goods and or services offered by us.

When requested to provide a quotation for goods and/or services we shall provide you with a Proposal which includes a Schedule of Services we are to undertake and a covering letter detailing our quote. Your order shall be made once you return the Schedule of Services signed by an authorised representative of your company (the "Order Request"). A contract shall only be formed once we have notified you of our acceptance of the Order Request.

Should we have need to attend your premises for any reason including (but without limitation to) the preparation of a risk assessment and or supplying the goods and or services, you will ensure that we, our servants and or agents have clear and unhindered access to those parts of your premises necessary for the supply of goods and/or the performance of services, ensure we, our servants and or agents are notified prior to attending your premises of any and all hazards which may affect our or their safety and notwithstanding prior notice of said hazards you shall ensure that we, our servants and or our agents are able to work in a safe environment and shall be responsible for the safety of our equipment and or materials while on the premises. Notwithstanding your compliance with the aforesaid we reserve the right to not inspect your premises or parts thereof where in our reasonable opinion the premises or any part thereof are unsafe.

You agree to indemnify and keep us indemnified against all losses, expenses, damages and costs incurred by us as a result of your breach of these terms and conditions including (but without limitation to) any injury or damage to any person or property howsoever arising as a result of negligence breach of duty or other act or omission of you, your servants, your agent or any other person or persons under your control including licensees.

Where we are to install items at your premises (if any) this shall be done solely at your risk.

You agree that in contracting with us, you shall not rely on any representation, understanding or statement contained in any brochure, price list or sales literature or any other representation, (whether oral or in writing) which is not included or referred to in either these terms and conditions or the Order Request acceptance. Unless otherwise confirmed by us in writing the quality quantity and description of the goods and/or services shall be as set out in the Order Request acceptance. You shall be responsible for ensuring that the terms of the order are accurate and complete.

Time is not of the essence for delivery of the goods and/or performance of the services and we shall not be held liable in any respect for our failure to meet any estimated date of delivery and or performance.

Our written recommendations indicate what is required of you in order to meet relevant health and safety regulation at the time of our visit. We make no warranty as to completeness, suitability or fitness for purpose where we have not been granted unhindered access to your premises in its totality or have otherwise been unable to access areas for risk of injury. It is your responsibility to ensure that our recommendations are implemented and we accept no responsibility and you will hold us our servants and agents harmless against your failure to do so. It will also be your responsibility to ensure that you comply with any requirements set out by your insurers.

In the event that you wish to make amendments to your order after work has commenced or you require us to undertake work which has not been specifically quoted for by us you will be liable for the cost of the additional work undertaken. In such event we will issue you a revised quotation incorporating these changes.

The price payable by you for the goods and/or services shall be the price set out in the Proposal (the "Price"). Any quotes we send to you are only valid for 30 days unless otherwise specifically agreed by us in writing. We reserve the right to withdraw any quote at any time before it is accepted by you, in which case you shall be notified in writing. We may at anytime whether before or during work, increase the price of the goods and/or services to reflect an increase in costs incurred by us howsoever occasioned. Unless otherwise confirmed by us in writing, all prices given are exclusive of Value Added Tax, duties, insurance, carriage, set off or abatement.

12) We shall invoice you for the Price at any time after the work to be done is completed.

Where we supply you with both goods and services we may invoice you separately for each. Where the goods or services are provided to you in instalments, while each instalment will constitute a separate contract, our failure to provide one or more of the instalments shall not entitle you to terminate the contract as a whole. If reasonably requested by us you agree to make equal monthly payments (unless otherwise confirmed in writing by us) in advance by monthly standing order on the 15th of each month.

Where you retain our services by paying a monthly retainer to us by way of a standing order mandate such contract shall continue until either party gives 3 months' written notice to the other of an intention to end the contract or the contract is otherwise terminated in accordance with these terms and conditions.

We may in our absolute discretion offer credit terms to you. You warrant that in the event that credit terms are agreed you will make payments in accordance with the repayment schedule presented to you at that time. The remainder of these terms and conditions shall remain unaffected by use of this facility.

You shall pay the Price in full and in cleared funds within 30 days of the invoice date, unless otherwise stated in written correspondence from us. You shall not be entitled to deduct any amount from the Price by way of set off or counterclaim or for any other reason. If you do not pay the Price set out in our invoice in full and in cleared funds within 30 days of its issue

date (or within whichever timescale is operative) then, in addition to any other rights we may have, we shall be entitled to bring an action against you for the Price (even if possession of the goods has not passed to you) and/or cancel the agreement between us and/or suspend any further deliveries to you and/or charge you interest on the outstanding amount at the rate of 8% per annum above the base rate of Barclays Bank plc calculated on a daily basis and this rate shall apply both before and after the issue of any legal proceedings we may take against you to recover any unpaid amount together with any charges incurred, including but not limited to bank charges, by us.

Where we are contracting with a limited company (the "Company") the directors of the Company agree to guarantee (and if these terms and conditions are signed by more than one person such guarantee shall be joint and several) to pay to us all money owed to us by the Company together with any interest accrued thereon if and whenever the Company defaults in the payment of any such money or interest and shall pay that amount to us on demand. This guarantee shall continue until all monies and all interest owed to us by the Company have been paid in full and in cleared funds.

Where the services we are to provide are training or educational courses (the "Course") we require payment in full without deduction or set off at least 14 days in advance of the Course. We reserve the right to cancel the Course for any reason without liability to you and in such instance you shall be entitled to a refund of any monies you have paid in relation to the Course. While every effort is made to conduct the Course at the venue advised to you at the time you book we will not be liable to you for any reason should the venue be changed from that advised.

On completion of the service or on delivery of the goods you shall be responsible for inspecting any work we have done for any defects. If any defects are discovered during this inspection, you must notify us or our representative immediately. Your acceptance will be made to us by virtue of you or your representative confirming acceptance of the work done. Anybody presenting themselves to our representative as acting on your behalf in order to inspect the work done or accept delivery of the goods shall be deemed to be your representative and as such has all relevant authorities to confirm your acceptance.

We are the owner of all intellectual property in the documents we produce for you. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. In consideration of the Price, we grant to you a non-exclusive licence for you to use any documents we produce for you solely for the purposes contemplated by the parties at the time the contract was formed between us. You are not permitted to resell any documents or pass off any documents produced for you as your own work. In the event that you do not pay the Price as it falls due any licence to use the intellectual property rights in the documents shall be immediately revoked.

Risk in any goods we supply will pass to you on acceptance of them. Title in any goods we have supplied shall not pass to you until we have received in cleared funds all sums due to us. Until ownership of the goods (such term to include but not be limited to documents) has passed to you, you will hold the goods on a fiduciary basis as our bailee and shall keep them marked clearly as belonging to us. We reserve the right to enter your premises and you shall grant us access to recover any goods supplied by us to you if payment is not made on the due date. Until all sums owing to us have been paid in full and in cleared funds you shall properly store, protect and insure the goods against loss or damage and in the event of a relevant claim shall hold the proceeds of such insurance on our behalf as our trustees.

If you have not paid in cleared funds any invoice within 30 days of the date of that invoice, or if a receiver, administrator or liquidator is appointed in respect of your business, your right to possession of the goods shall end and we shall be entitled to terminate the agreement and you shall at your expense make the goods available to us and allow us to repossess them and in such circumstances you hereby grant us, our agents and employees an irrevocable licence to enter at any time any premises where the goods are stored to enable us to repossess them.

22) We hereby warrant that all services will be performed with all due skill and care.

No warranty, guarantee or other term relating to quality or fitness for purpose is given in respect of the goods and or services supplied by us but we shall, where possible, assign to you the benefit of any warranty, guarantee or indemnity given to us by any third party.

Except in respect of death or personal injury caused by our negligence we shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of this agreement for any loss of profit or any indirect or consequential loss, loss of goodwill, any destruction of data, damage, costs or expenses whether or not such losses were in the contemplation of the parties and at the date of this contract, which arise out of or in connection with the provision of the goods and/or services by us to you.

Our entire liability under these terms and conditions shall be limited to the warranty set out above and shall not in any event exceed the price paid by you. This limitations and exclusions contained herein allow us to provide the goods and/or the services to you at the Price. If you require us to accept greater liability we may be prepared to do so subject to an agreement to an additional charge to reflect the increased risk and cost of insurance to us.

26) You agree to indemnify and hold us harmless for all liabilities, loss, claims and expenses that may arise from any breach of these terms and conditions by you, including any third party liabilities incurred by us.

We shall not be liable to you or deemed to be in breach of the Agreement for any delay in performing, or failure to perform any of our obligations under these terms and conditions if the delay or failure is due to any cause beyond our reasonable control including without limitation any action by a third party.

Any notice required to be given by either of us to the other shall be in writing addressed and posted first class to the relevant party's registered office or principal place of business and shall be effective on the third day of posting.

No waiver by us of a breach of any provision in these terms and conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provisions.

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

We may terminate the Agreement without penalty or compensation between us immediately if you become unable to pay your debts or enter into compulsory or voluntary liquidation (other than for the purpose of affecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different entity shall agree be bound by and assume your obligations under these terms and conditions) or if you compound with or convene a meeting of your creditors or have a receiver or manager or an administrator appointed of your assets or cease for any reason to carry on business or take or suffer similar action which in our opinion means that you may be unable to pay your debts. Similarly, we may terminate the Agreement without penalty or compensation between us immediately where variations in the work requested by you mean that the Agreement becomes no longer commercially viable for us. In such an event you will be charged our standard hourly rate for the work undertaken before termination.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions.

These terms and conditions shall be governed by the laws of England and Wales.