

## TERMS AND CONDITIONS

Welcome to Risk Safety Services! We provide health and safety consulting, fire safety consulting services, health and safety management software, and online courses.

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### we, us or our

**Risk Safety Services Limited**, a company established in England and Wales. Our company registration number is 08115646.

Address: 125 Snargate Street, Dover, Kent, United Kingdom CT17 9DA

Email: [info@risksafetyservices.co.uk](mailto:info@risksafetyservices.co.uk)

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### you or your

the Client set out in the Quote.

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## Terms and Conditions

In these terms and conditions (**Terms**), when we say **you** or **your**, we mean the entity set out above, who is placing an order for the Services. When we say **we, us** or **our**, we mean Risk Safety Services Limited, with further details as set out above. These Terms are entered into between us and you, each a **Party** and together the **Parties**.

These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning throughout these Terms or at the end of these Terms.

### 1. Acceptance and Term

- 1.1 You accept these Terms by the earlier of (a) signing the Quote, and (b) instructing us to proceed with the Services in writing (including by email).
- 1.2 These Terms apply from when you accept these Terms pursuant to clause 1.1, until terminated in accordance with these Terms (**Term**).

### 2. Services

- 2.1 In consideration of your payment of the Fees, we will provide the Services in accordance with these Terms, the Quote, and all applicable Laws, whether ourselves or through our Personnel.
- 2.2 We warrant to you that the Services will be provided using reasonable care and skill.
- 2.3 We will not be responsible for any Services unless expressly set out in the inclusions of the Quote.
- 2.4 If these Terms express a time within which the Services are to be supplied, we will use reasonable endeavours to provide the Services by such time, but you agree that such time is an estimate only.
- 2.5 Where the Quote states that part or full payment of the Fees is required to be paid upfront, you acknowledge and agree that we will not provide the Services until such payment is made.

### 3. Professional Services

- 3.1 Where you have engaged us to perform Professional Services pursuant to the Quote, this clause 3 will apply.
- 3.2 We agree that we have all professional qualifications and licenses required to perform the Professional Services.
- 3.3 You agree to provide us with all relevant materials, including documentation, that we may reasonably request in order for us to perform the Professional Services.
- 3.4 You warrant and agree that:
  - (a) we will provide the Professional Services in reliance on the materials, information, and access to the Premises that you provide to us (**Provided Materials**);
  - (b) the Professional Services may contain recommendations based on the Provided Materials that you have provided to us up until the date on which the Professional Services are provided, and not based on new information presented to us by you or a third party after this date;
  - (c) to the maximum extent permitted by law, we cannot guarantee any particular outcome based on any recommendations included in the Professional Services;
  - (d) you are solely responsible for choosing whether to enact our advice and carry out any remediation work that may be recommended pursuant to the Professional Services; and
  - (e) you are ultimately responsible for your compliance with all applicable Laws.

#### *Asbestos and Legionella Surveys*

- 3.5 Where the Professional Services include an Asbestos and/or Legionella Survey, you agree that the Services that we will provide will be particularised in the Quote, but that they may include:
  - (a) visual inspections of the Premises to identify potential asbestos-containing materials (**ACMs**) or evidence of legionella;

- (b) sampling and analysis of suspected ACMs and/or legionella in accordance with approved methodologies and protocols; and
  - (c) preparation of a report outlining the findings, including the location and condition of any identified ACMs and/or legionella, and recommendations for appropriate management or remediation measures.
- 3.6 You acknowledge and agree that we shall not be responsible for any asbestos or legionella removal, remediation, or disposal activities at the Premises as part of the Asbestos and/or Legionella Survey.
- 3.7 You agree that in addition to the access requirements at clause 4, we may require you to block access to all or part of the Premises, in the interests of the health and safety of our Personnel, your personnel and all visitors to the Premises. You agree to follow (and to ensure that your personnel and all visitors to the Premises follow) all instructions that we or our Personnel may provide when we are performing the Asbestos and/or Legionella Survey.

#### 4. Access, Cancellations and Expenses

- 4.1 You agree to provide us (and our Personnel) with access to the Premises (and the facilities at the Premises) and any other premises as is reasonably necessary for us to provide the Professional Services, free from harm or risk to health or safety:
- (a) at the times and on the dates reasonably requested by us or as agreed between the Parties; and/or
  - (b) to enable us to comply with our obligations under these Terms or at Law.
- 4.2 Pursuant to the Quote, or as agreed in writing between the Parties, the Parties may agree a date and time for us to supply the Consulting Services (**Appointment**).
- 4.3 In the unlikely event that we need to cancel an Appointment due to no fault on your part, such as where our team is unwell, we will aim to provide you with as much notice as possible.
- 4.4 If, for any reason, you need to cancel an Appointment with us, we would appreciate you giving us as much notice as you can, and in any event, at least 48 hours' notice prior to the Appointment by calling or emailing us.
- 4.5 Where you do not provide us with notice to cancel an Appointment in accordance with clause 4.4, or you do not provide us with access to the Premises at the Appointment time, the Fee set out in the Quote will constitute the cancellation fee. You acknowledge and agree that this is a genuine pre-estimate of our loss arising as a result of your failure to give us notice of your unavailability, or grant us access to the Premises.
- 4.6 You agree that we may charge to you the cost of any travel outside Kent (at a rate of 45p per mile), for any accommodation costs where we are required to stay overnight near your Premises, and for any other disbursements, reasonably and directly incurred by us and approved in advance by you for the purpose of the supply of the Professional Services, which are payable in addition to the Fees (**Expenses**).

#### 5. Variations

- 5.1 All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instruction or direction from you constitutes a variation to the scope of our obligations under these Terms, then we will not be obliged to comply with such instruction or direction unless agreed in accordance with this clause.

#### 6. Use of the Site

- 6.1 This clause 6 will apply where we have agreed to provide Online Services pursuant to the Quote.
- 6.2 During the Service Term, we grant you a right to use our Site (which may be suspended or revoked in accordance with these Terms). This right cannot be passed on or transferred to any other person or entity.
- 6.3 You must not, and must ensure that your Authorised Users do not:
- (a) access or use our Site in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;
  - (b) interfere with or interrupt the supply of our Site, or any other person's access to or use of our Site;
  - (c) introduce any viruses or other malicious software code into our Site;
  - (d) use any unauthorised or modified version of our Site, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to our Site;
  - (e) attempt to access any data or log into any server or account that you are not expressly authorised to access;
  - (f) use our Site in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing;
  - (g) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party;
- or

- (h) access or use our Site to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.
- 6.4 All personal data that you give to us will be treated in accordance with our privacy policy. You can find our privacy policy at <https://risksafetyservices.co.uk/privacy-policy/>
- 6.5 You agree that the Site is intended to be used as a self-service portal, and no specific advice or Professional Services is provided to you as part of the Online Services.
- 6.6 You own all data, information, personal data, or content you and your Authorised Users upload into the Site (**Your Data**), as well as any data or information output from the Site using Your Data as input (**Output Data**). Note that Output Data does not include the Analytics (as described below).
- 6.7 You grant us a limited licence to copy, transmit, store, backup and/or otherwise access or use Your Data and the Output Data to:
  - (a) communicate with you;
  - (b) supply the Site to you and otherwise perform our obligations under these Terms;
  - (c) diagnose problems with the Site;
  - (d) enhance and otherwise modify the Site;
  - (e) perform Analytics;
  - (f) develop other services, provided we de-identify Your Data; and
  - (g) as reasonably required to perform our obligations under these Terms.
  - (h) You agree that you are solely responsible for all of Your Data that you [and your Authorised Users] make available on or through the Site. You represent and warrant that:
    - (i) you are either the sole and exclusive owner of Your Data or you have all rights, licences, consents and releases that are necessary to grant to us the rights in Your Data (as contemplated by these Terms); and
    - (j) neither Your Data nor the posting, uploading, publication, submission or transmission of Your Data or our use of Your Data on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- 6.8 You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Site, in an aggregated and anonymised format (**Analytics**). You acknowledge and agree that we own all rights in the Analytics, and that we may use the Analytics for our own business purposes, provided that the Analytics do not contain any identifying information.
- 6.9 We do not endorse or approve, and are not responsible for, any of Your Data.
- 6.10 You are responsible for (meaning we are not liable for) the integrity of Your Data on your systems, networks or any device controlled by you.
- 6.11 You acknowledge and agree that the Site and the integrity and accuracy of the Output Data is reliant on the accuracy and completeness of Your Data, and the provision by you of Your Data that is inaccurate or incomplete may affect the use, output and operation of the Site.
- 6.12 This clause will survive the termination or expiry of these Terms.

## 7. Accounts

- 7.1 You must create an account in order to access the Online Services from us (**Account**).
- 7.2 You must ensure that any personal data you give to us when creating an Account is accurate and up to date.
- 7.3 It is your responsibility to keep your Account details confidential. You are responsible for all activity on your Account, including purchases made using your Account details.
- 7.4 If set out in the Quote, you may be permitted to invite a number of users to the Site, who will be permitted to access and use the Site under your Account (**Authorised Users**). We agree to provide you with the number of Authorised Users as set out in the Quote. If you require access to any Authorised Users beyond the permitted number of Authorised Users set out in the Quote, you may contact us and we will provide you with the Quote for any additional Fees associated with the additional Authorised Users.
- 7.5 The Authorised Users will have permission to access certain features of the Site and your Account, as detailed in your Account.
- 7.6 You must ensure that each Authorised User complies with these Terms. You are responsible and liable for the acts or omissions of your Authorised Users.

## 8. Subscriptions

- 8.1 We may offer certain Services on an ongoing subscription basis (**Subscription**). You may purchase a Subscription by paying the Fees for the Subscription outlined in the Quote, which will be on a monthly /annual basis or some other recurring interval as set out in the Quote and indicated by the Service Term (**Billing Cycle**).
- 8.2 Your Subscription will automatically renew at the end of the Billing Cycle for the same period of time and you will be charged the Fees in connection with each subsequent Billing Cycle unless and until you cancel your Subscription.
- 8.3 We may need to change the Fees from time to time. If we change the Fees, we will provide you with 30 days' notice of the change. After 30 days, we will apply the updated Fees to your Subscription. If the updated Fees is not acceptable to you, you may cancel your Subscription with effect from the date we apply the updated Fees to your Subscription by providing written notice to us. If you cancel your Subscription, (a) you will no longer be able to use the Services on and from the date of cancellation, and (b) if you have paid the Fees upfront you will be issued a pro-rata refund having regard to the date of termination and the period for which you have paid.

## 9. Payment

- 9.1 You must pay us the price of the Services you order, as set out in the Quote or otherwise agreed in writing between the Parties (the **Fees**), all Expenses, and any other amount due and payable under these Terms in accordance with this clause. All amounts are stated in pounds sterling, being the currency of the United Kingdom from time to time, and are exclusive of value added tax (**VAT**), where applicable.
- 9.2 You must not pay, or attempt to pay, the Fees by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
- 9.3 You agree that in some instances we may only be able to provide you with an estimate for the Fees, and the Fees will be based on the actual time spent performing the Services, pursuant to the hourly rates as set out in the Quote.
- 9.4 You agree that we will invoice you when set out in the Quote, or as otherwise set out in these Terms. You agree to pay the Fees set out in the invoice by the time set out in the invoice, or where no time period is set out in the invoice, within 30 days of the date of invoice (**Payment Terms**).
- 9.5 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):
- (a) after a period of 5 Business Days, cease providing the Services, and recover, as a debt due and immediately payable from you, our additional costs of doing so (including reasonable legal fees, debt collector fees and mercantile agent fees); and/or
  - (b) charge interest at a rate equal to 4% 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%, per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms.

## 10. Warranties and Representations

- 10.1 You represent, warrant and agree:
- (a) to comply with these Terms and all applicable Laws;
  - (b) that all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
  - (c) to comply with our reasonable requests or requirements;
  - (d) that you (and to the extent applicable, your Personnel) will provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services;
  - (e) that in respect of the Online Services, any information, advice, material, work and services (including the Services) provided by us under these Terms does not constitute legal or financial advice; and
  - (f) that you will be responsible for the use of any part of the Services, and you must ensure that no person uses any part of the Services:
    - (1) to break any Law or infringe any person's rights (including Intellectual Property Rights);
    - (2) to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or
    - (3) in any way that damages, interferes with or interrupts the supply of the Services.

## 11. Intellectual Property

- 11.1 This clause 11 is subject to clause 6.6.
- 11.2 As between the Parties:

- (a) we own all Intellectual Property Rights in Our Materials;
  - (b) you own all Intellectual Property Rights in Your Materials; and
  - (c) nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.
- 11.3 As between the Parties, ownership of all Intellectual Property Rights in any New Materials or Improvements will at all times vest, or remain vested, in us upon creation. To the extent that ownership of such Intellectual Property Rights in any New Materials and/or Improvements do not automatically vest in us, you agree to do all things necessary or desirable to assure our title in such rights.
- 11.4 We grant you a non-exclusive, worldwide, non-sublicensable and non-transferable right and licence, to use Our Materials that we provide to you, the New Materials and Improvements, solely for your internal business use, as contemplated by these Terms. Where Our Materials relate to our provision of the Online Services, this licence is granted for the Service Term.
- 11.5 You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use Your Materials that you provide to us solely for the purposes for which they were developed and solely for the performance of our obligations under these Terms.
- 11.6 If you or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with these Terms, you agree to (and agree to ensure that your Personnel) waive those Moral Rights and waive all rights to object to derogatory treatment of such material.
- 11.7 This clause 11 will survive termination or expiry of these Terms.

## 12. Confidential Information

- 12.1 Subject to clause 12.2, each Receiving Party must (and must ensure that its Personnel do) keep confidential, and not use or permit any unauthorised use of, all Confidential Information.
- 12.2 The obligations in clause 12.1 do not apply to Confidential Information that:
- (a) is required to be disclosed in order for the Parties to comply with their obligations under these Terms;
  - (b) is authorised to be disclosed by the Disclosing Party;
  - (c) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms; or
  - (d) must be disclosed by Law or by a regulatory authority, including under subpoena, or by the rules of any listing authority or stock exchange on which the Receiving Party's shares are listed or traded.
- 12.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 12. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 12.
- 12.4 This clause 12 will survive the termination of these Terms.

## 13. Limitations on and exclusions to our liability

- 13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with these Terms including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.
- 13.2 Nothing in these Terms limits any Liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
  - (d) defective products under the Consumer Protection Act 1987.
- 13.3 Subject to clause 13.1 (liability which cannot legally be limited), but despite anything else to the contrary, to the maximum extent permitted by law:
- (a) neither Party will be liable for any Consequential Loss;

- (b) a Party's liability for any liability under these Terms will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
  - (c) our aggregate liability for any liability arising from or in connection with the Quote will be limited to 100% of the Fees for the relevant Services (as set out in the Quote), or where the Fees under the Quote relate to Services provided on a Subscription, 100% of the Fees in the first 12 months of the provision of the relevant Services.
- 13.4 We have given commitments as to the compliance of the Services with these Terms and applicable Laws in clause **Error! Reference source not found.** In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from these Terms.

13.5 This clause 13 will survive the termination or expiry of these Terms.

#### 14. Termination

- 14.1 Either Party may terminate these Terms or the Quote at any time by giving 30 days' notice in writing to the other Party. Please note clause 14 in respect of any Fees payable on termination.
- 14.2 We may terminate these Terms with written notice to you where you do not pay the Fees within 7 days of the date they fall due.
- 14.3 These Terms may terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material provision of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
  - (b) the Defaulting Party takes any step or action in connection with its entering administration, liquidation or any composition or arrangement with its creditors, being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- 14.4 Upon expiry or termination of these Terms:
- (a) we will immediately cease providing the Services;
  - (b) to the maximum extent permitted by law, you agree that any payments made by you to us are not refundable to you;
  - (c) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms; and
  - (d) you must cease to use us as an authorised representative for the relevant Services, and we may inform any third party that we no longer act for you in respect of the Services.
- 14.5 Where you terminate these Terms or the Quote under clause 14.1, or where we terminate these Terms or the Quote pursuant to clause 14.2 or 14.3, and where the Services pursuant to the Quote will be delivered on an ongoing Subscription basis, you agree to pay us the Fees for the remainder of the Billing Cycle as a debt immediately due and payable. You agree that these Fees are a reasonable pre-estimate of our loss as a result of the termination.
- 14.6 We will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on expiry or termination of these Terms.
- 14.7 Should we suspect that you are in breach of these Terms, we may suspend your access to the Site while we investigate the suspected breach.
- 14.8 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.
- 14.9 This clause 14 will survive the termination or expiry of these Terms.

#### 15. General

- 15.1 **Amendment:** We may, at any time and at our discretion, vary these Terms by publishing the varied terms on the Site and providing you with 30 days' notice. If you do not agree to the changes and the changes to the Terms substantially adversely affect your use of the Services, you may cancel these Terms by contacting us within 30 days of notification.

- 15.2 **Assignment:** Subject to clause 15.3, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 15.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 15.4 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- 15.5 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask The Centre for Effective Dispute Resolution to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 15.6 **Entire agreement:** These Terms contain the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersede and extinguish all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, whether written or oral, in respect of its subject matter. Each Party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.
- 15.7 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:
- (a) as soon as reasonably practical, notifies the other Party in writing of the details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
  - (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.
- 15.8 **Governing law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 15.9 **Notices:** Any notice given under these Terms must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 15.10 **Publicity:** You agree that we may advertise or publicise the broad nature of our supply of the Services to you, including on our website or in our promotional material.
- 15.11 **Restraint:** You agree that you will not directly or indirectly recruit or engage for employment any of our Personnel who are employed or engaged by us for the purpose of providing the Services for a period of six months following the termination or expiry of these Terms.
- 15.12 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms. If any provision or part-provision of these Terms is deemed deleted under this clause 15.3, the Parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.13 **Third party sites:** The Site may contain links to website operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase products from a third party website linked on the Site, such third party provides the products to you, not us.

## 16. Definitions

**Asbestos and/or Legionella Survey** means any Services involving the testing or reporting of asbestos and/or legionella at a Premises, as further particularised in the Quote.

**Business Day** means a day on which banks are open for general banking business in England and Wales, excluding Saturdays, Sundays and bank holidays.

**Confidential Information** includes information which:

- (a) is disclosed to the Receiving Party in connection with these Terms at any time;
- (b) is prepared or produced under or in connection with these Terms at any time;
- (c) relates to the Disclosing Party's business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

**Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. The Parties acknowledge and agree that your obligation to pay us the Fees under these Terms will not constitute "Consequential Loss" for the purposes of this definition.

**Disclosing Party** means the party disclosing Confidential Information to the Receiving Party.

**Dispute** has the meaning given in clause 15.5.

**Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

**Improvements** means any development, modification, adaptation or improvement of Our Materials or any New Materials made by or on behalf of either Party (or any of their respective Personnel), or in respect of which Intellectual Property Rights are acquired by, either Party during the Term.

**Intellectual Property** means any copyright, registered or unregistered designs, patents or trade marks, business names, get-up, goodwill, domain names, know-how, inventions, processes, trade secrets or Confidential Information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

**Intellectual Property Rights** means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, 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, including in respect of Intellectual Property.

**Laws** means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

**Moral Rights** means any moral rights, including those conferred by Chapter IV of the Copyright, Designs and Patents Act 1988.

**New Materials** means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with these Terms or the supply of the Services, whether before or after the date of these Terms, but excludes Our Materials and Your Materials.

**Our Materials** means all work, models, processes, technologies, strategies, materials, information, documentation and services that we may provide to you under these Terms, and which may contain material which is owned by or licensed to us, and is protected by United Kingdom and international laws, including the Site.

**Online Services** means any Services involving the provision of a subscription to our health and safety management software and the provision of online health and safety courses, as further particularised in the Quote.

**Personnel** means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

**Premises** means the location at which we have agreed to deliver the Services, as set out in the Quote or as otherwise agreed between the Parties.

**Professional Services** means any Services involving health and safety consulting or fire safety consulting services, including training of your staff, drafting of reports, drafting of policies, conducting assessments, and any Asbestos and/or Legionella Surveys. The particulars of the Professional Services that you have requested will be set out in the Quote.

**Quote** means a quotation for the Services, as attached to the Terms.

**Receiving Party** means the party receiving Confidential Information from the Disclosing Party.

**Site** means risksafetyonline.co.uk and hseorganiser.com.

**Services** means the services we agree to provide you pursuant to these Terms, as set out in the Quote, which may include Professional Services and Online Services.

**Service Term** means the term for the provision of particular Services under the Quote, as set out in the Quote or as otherwise agreed in writing by the Parties. Where the Service Term is not set out in the Quote, the Service Term will end once the Services are completed, as determined by us.

**Your Materials** means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned or licensed by you or your Personnel before the Commencement Date and/or developed by or on behalf of you or your Personnel independently of these Terms, including the Provided Materials.

## 17. Interpretation

In these Terms, unless the context otherwise requires:

- (a) a reference to these Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
- (d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (g) any obligation on a Party not to do something includes an obligation not to allow that thing to be done;
- (h) a reference to time is to local time in London, UK; and
- (i) a reference to £ or pounds refers to the currency of the United Kingdom from time to time.