

Integrated Risk Management Ltd

Terms & Conditions for the Supply of Services

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1. Interpretation

These terms and conditions, along with the Quotation, Contract and Renewal Schedule, form the contract (the Contract) between:

- The 'Client', 'you' or 'your' is the party or business named in the Quotation, Contract, Support Order Form or Agreement Schedule, and;
- 'IRM', 'IRM Safety', 'us' or 'we' is Integrated Risk Management Ltd, Low Cross Buildings, 4 Low Cross Street, Brampton, Cumbria CA8 1NP, and;
- 'Support Services' is the service/s detailed in the Contract to the Client, and;
- 'Systems' are the Health and Safety Management Systems and associated documents created by IRM for the Client, and;
- 'IRM Connect' is the on-line portal available to the Client and designated employees of the Client for accessing the System

This document sets out the terms and conditions under which Integrated Risk Management Ltd provide health and safety Support Services to the Client.

If there is any conflict between the Contract, Support Order Form or Agreement Schedule and any other provision of these terms and conditions, the Contract, Support Order Form or Agreement Schedule will prevail. IRM shall only provide services to the Client on these terms and conditions. These terms and conditions will apply to any supply of services by IRM to the Client (even if you subsequently send us your terms and conditions) unless we agree otherwise in writing.

Please read these terms and conditions carefully to ensure your requirements are met.

2. Definitions

The following words and terms have the meanings shown wherever they appear in the Contract.

- a. "Quotation, Contract, Support Order Form or Agreement Schedule" means the document setting out your details, the period of the Contract, where the Support Service is to be carried out and the Fee
- b. "Proposal for The Supply of Services" means the document setting the details of the items to be covered by the Support Service
- c. "Fee" means our fee for performing the Support Services, which is payable and may be adjusted under Clause 6
- d. "Support Service" is the service that we provide to you, which includes:
 - providing you with a competent person to perform the tasks required
 - providing you with relevant report/s which comply with applicable statutory requirements (where required)
 - our staff complying with your local site requirements and health and safety procedures

- e. "Scope of Services" means the extent of service we agree to carry out. The Scope of the Service will be in accordance with:
 - the requirements of any applicable statutory regulation(s) where identified by you or alternatively;
 - the scope as instructed by you and agreed by us and as recorded / referenced in the Contract, Support Order Form or Agreement Schedule
- f. References to a "Working Day" shall mean any day other than a Saturday, Sunday or any bank or public holiday in England

3. IRM Responsibilities

- a. Audit and Inspection activities - IRM will carry out Audit and Inspections with all due care in a safe manner. All activities will be carried out on sites / locations detailed in the Contract, Support Order Form or Agreement Schedule
- b. Our Support Service is limited to the Scope of Services. IRM have no responsibility to inspect, report or advise on any areas outside the Scope of Services or any areas of work activities that are not evident or made known to IRM during any site visit or any activities which are carried out 'Off Site' without the client making IRM aware of such activities or being witnessed by IRM
- c. Working Hours - IRM will provide the Support Service during standard working hours (08.30 - 17.00), Monday to Friday excluding public holidays. We may charge you in addition to the Fee for any work we carry out outside these hours provided you agree to that in advance

4. Client Responsibilities

- a. Although we will seek to carry out the Support Service at intervals agreed with you, where the Support Service is to be carried out in accordance with any statutory regulation(s) it is your legal obligation (and not that of IRM) to ensure that your Company complies with any prescribed inspection interval
- b. Where you are a new client we will liaise with you, following our receipt of the signed Support Contract, to agree a timetable for commencement of our Support Service
- c. You are responsible for the management of Health and Safety and compliance with your statutory obligations within your Company at all times

5. Health and Safety

You have responsibilities under the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 to provide a safe working environment for our employee(s). IRM will carry out a site-specific risk assessment, as required, to ensure the safety of our staff and may refuse to carry out the Support Service (at no cost to us) if our risk assessment reveals unacceptable hazards. You must notify our employee(s) of any site-specific hazards together with the measures you propose to control the risks posed by those hazards prior to any site visit or inspection taking place.

6. Payment of Fees

- a. You agree to pay the Fee as per the terms in the Contract (unless we agree otherwise in writing). Where fees are agreed to be paid monthly the initial invoice will be for two months, followed by monthly invoices for the agreed Fees. We add all applicable taxes, at the current rate, to the Fee at the point of invoicing
- b. The prices shown in the Quotation, Contract, Support Order Form or Agreement Schedule shall remain fixed for the period specified unless the Clients business operating sites increase, at which time IRM reserves the right to increase fees accordingly
- c. Any other services requested by the Client and supplied by IRM and not included in the Schedule will be charged at IRM's rates current at the time that the service is provided
- d. You agree to pay the Fee (or any invoice for expenses or disbursements) in pounds' sterling by the 25th day of the month following the date of the invoice (unless we agree otherwise in writing)
- e. The Fee is based on information you have told us about as at the date of the Quotation, Contract, Support Order Form or Agreement Schedule. If you do not notify us of any local site requirements (or change these following the date of the Quotation, Contract, Support Order Form or Agreement Schedule), which would result in us incurring significant additional costs or disbursements in performing the Support Service, we will charge you for those in addition to the Fee
- f. We will send you a new Contract / Renewal Schedule prior to the end of the term of the Contract. In the event that you do not notify us that you intend to terminate the Contract prior to the renewal date, the Contract will automatically be renewed and the Fee payable by you shall be the Fee stated in the Contract / Renewal Schedule.
- g. If you are late in paying any invoice, we shall be entitled (in addition to any other right we may have) to suspend provision of any Support Service to you until such time as that invoice has been paid in full. We shall have no liability to you arising out of or in connection with such suspension. You acknowledge that where we have suspended provision of the Support Service to you under this clause that even when we recommence the provision of the Support Service to you, due to other commitments, this may mean that we are unable to provide the Support Service in relation to any statutory inspection date (and again, we shall have no liability to you arising out of or in connection with such suspension).
- h. If you are late in paying any invoice, we shall be entitled (in addition to any other right we may have) to charge interest on any overdue sum at 5% per annum above the base rate of Barclays Bank plc from time to time, such interest to accrue from the date the sum became overdue until the date the sum is paid.
- i. You must inform us of any issue with any invoice provided by us within 15 working days of the date of receipt of the invoice, otherwise, the invoice shall be deemed to be accepted in full by you.

7. Your Legal Obligations

- a. Our provision of a Support Service under the terms and conditions of the Contract does not remove your legal obligation to manage health and safety within your business. Should an Audit or Inspection reveal defects affecting the health and safety of persons you will need to take appropriate action.

8. General Provisions

- a. Agreement to use Systems / Title / Copyright / IRM Connect
 - IRM hereby grants to the Client with effect from the date of the Contract a non-exclusive Agreement to use the Systems provided. The Client shall use the Systems for its own business purposes only. The Client shall not permit a third party to use the Systems nor use the Systems on behalf or for the benefit of a third party. No copies, in any format, shall be made of the Systems without the prior written consent of IRM.
 - The Client has the responsibility to check the contents of the System to ensure that it covers all aspects of the Clients business
 - The Client shall check that all documents, including organisation, safety arrangements and risk assessments, are accurate and reflect the

activities of the business

- The Client shall notify IRM immediately if any documents are not accurate or if any activities of the business change which may affect the System contents
- The Client warrants that the Systems shall remain under its control and that the Client will take all reasonable precautions to safeguard the Systems against unauthorised use or copying
- The Client shall not sub-licence, rent, lease or assign the Systems for money or any other consideration or free of charge
- Where the Systems or any part thereof is the property of a third party, such Systems are sub-licensed by IRM to the Client and such third party shall have the benefit of IRM's rights as set out in this Agreement and may enforce such rights directly against the Client
- No title or rights of ownership, copyright or other intellectual property in the Systems will be transferred to the Client
- The copyright and all other intellectual property of whatever nature in any documentation relating to the Systems (other than materials supplied by the Client) shall be and shall remain vested in IRM or, where those have been obtained by IRM from a third party, shall remain vested in that third party
- The Client shall not delete any proprietary marks on the System documents
- IRM will supply 5 user logins for each Client site, additional logins will be charged at the prevailing rate
- The Client is responsible to ensure that its employees access and operate the IRM Connect portal within the Terms and Conditions for the site (available from the IRM Connect dashboard)

b. Training and Support

- Support will be provided for nominated persons to enable them to understand their duties and responsibilities for operating the Systems
- Any other training provided will be charged at IRM's rates current at the time that the training is supplied / delivered, as listed in any current proposal or as agreed between the Client and IRM

c. Termination of Contract

- If at any time prior to payment by the Client of all payments due for the delivery of Systems, either party makes default or commits any breach of its obligations hereunder and (upon receiving written notification from the other of such default or breach) fails to remedy the default or breach within 14 days or is involved with any legal proceedings concerning its solvency, or ceases or threatens to cease trading, or if serious doubt arises as to its solvency, then the other party shall immediately become entitled (without prejudice to its other rights) to terminate this Agreement forthwith by notice in writing to the other
- If at any time the Client commits any breach or default of its obligations hereunder, IRM shall immediately become entitled (without prejudice to its other rights) to terminate this Agreement forthwith by notice in writing to the Client and require the Client to cease using the Systems and return to IRM all copies and all documentation relating thereto
- The Client shall have the right to terminate the Contract by giving not less than 3 months' notice in writing expiring on the first or subsequent anniversary date
- Failure to give such notice will result in the fee for the following year being due for payment in accordance with the Schedule
- IRM shall have the right to terminate the Contract by giving not less than 3 months' notice in writing expiring on the first or subsequent anniversary date

d. Effect of Termination

- On termination, the Clients rights to use the Systems shall forthwith cease and the Client shall be obliged to return to IRM the Systems and all related documentation and all copies, books, papers and records in its possession belonging to IRM
- Termination shall be without prejudice to any accrued rights and outstanding obligation of the parties to each other at the time of termination including the confidentiality obligations of both parties
- IRM shall be entitled to charge the Client for all work done under the Contract to the date of termination in accordance with IRM's standard charges prevailing at the time
- On termination, where Fees have been agreed to be paid monthly, the balance of fees for the full Contract become due and the Client agrees to pay as per Section 6 of this document

9. Force Majeure

We will not be liable for any delay or the consequences of delay in provision of the Support Service, if such delay is due to matters outside our control. IRM will be entitled to a reasonable period of time to perform the Support Service in such circumstances. If such delay extends beyond 20 working days the Contract may be terminated by us in accordance with Clause 8.

10. Jurisdiction

This Agreement shall be governed by and construed in accordance with English Law and the parties submit to the jurisdiction of the courts of England and Wales.

11. Confidentiality

Unless the Client and IRM have agreed otherwise in writing, IRM will both keep confidential the terms of the Support Service and all information gained about the other party in connection with the Contract. Neither party may use information about the other for any purpose other than to meet your or our responsibilities under the Contract unless otherwise required by law.

12. Limitation of our Liability

- a.** This clause sets out our financial liability (including any liability for the actions or failings of our officers, employees, agents and sub-contractors) if:
- we break any term of the Contract;
 - we are negligent in any statement or action we make in connection with the Contract; or
 - we are found to be liable in any other way in connection with the Contract (and each of the limitations of liability contained in this clause shall apply to any loss suffered as a result of any such act or omission by us)

- b. Nothing in these terms limits or removes our liability for death or personal injury caused by our negligence or fraudulent statements or any other liability which cannot be limited or excluded by law
- c. If we are liable to you for any reason in connection with the Contract, that liability will be limited in the aggregate to £2,000,000 (two million pounds).
- d. We will not be liable to you for any loss of profit
- e. We will not be liable to you for any loss of revenue, loss of goodwill, loss of opportunity or loss of business suffered in connection with the Contract
- f. We will not be liable to you for any indirect or consequential loss or damage (however incurred)
- g. We will have no liability to you for any failure or delay in providing the Support Service to you which is caused by your acts or omissions.
- h. This clause shall survive termination of the Contract

13. Indemnity

You shall indemnify and keep us indemnified in respect of any proceeding, action or claim of any nature whatsoever made or brought against us and all loss, penalties, damages, costs and expenses suffered or incurred by us as a result of any third party claim including but not limited to, a claim by our employee(s) or your employee(s) arising out of your negligence or that of your employees, agents or sub-contractors, your failure to comply with your obligations under the Contract.

14. Deductions from our Fee/s

You must make payments you owe us under the Contract without taking off or holding back any amount to reflect a refund we owe you or a responsibility that you believe we have not met.

15. Employees

- a. We shall not be obliged to employ any of your employees (or any employees of a third-party contractor appointed by you) as a result of or in connection with the Contract or us providing the Support Service, and you agree to indemnify us against any costs, liabilities and expenses incurred by us as a result of any claim (including for dismissal) or demand of any nature by any such employee against us
- b. Without the prior consent in writing of IRM, the Client will not for the duration of this Agreement nor for 12 months thereafter solicit, procure or seek the employment of, or offer employment to any person employed by IRM in the delivery of our Support Services
- c. Notwithstanding any degree of supervision exercised by either party over employees of the other, in no circumstances shall the relationship of employer and employee be deemed to arise between either party and any employee of the other

16. Not Exercising Rights

Failure or delay by a party to exercise any of its rights under the Contract will not preclude that party from exercising that right in the future.

17. Illegal or Unenforceable Terms

If any court or other authority finds that any term (including a sub-clause or part thereof) of the Contract is illegal or cannot be enforced, that will not affect the other terms of the Contract. The other terms will remain in force. If a term is found to be illegal or cannot be enforced, you and we must agree a substitute term that achieves (as far as possible) the aim of the term that is illegal or cannot be enforced.

18. Our Relationship

Nothing in the Contract creates a partnership or joint venture between you and us.

19. Notices

Any notice that has to be given in connection with the Contract must be in writing and either be delivered by hand or sent by post to the relevant party's address set out in the Contract / Renewal Schedule, or any other subsequent address reported to the other party.

20. Rights of Third Parties

A person who has not entered into the Contract and is not named in the Contract / Renewal Schedule has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract. This does not affect any right a third party has other than under that act.

21. Sub-contracting and Assignment

We may under some circumstances appoint an appropriately qualified and accredited sub-contractor to perform the Support Service. We will remain responsible for the acts and omissions of any sub-contractor retained to complete the Support Service. If you require this provision to be altered or deleted you may agree this with us and the remaining provisions will remain in force.

This provision will only be deemed altered or deleted if we have agreed this in writing before entering into the Contract.

You will not transfer or assign your rights in this Contract. We shall be entitled to transfer or assign our interest in this Contract to any subsidiary of Integrated Risk Management Ltd.

22. Changing this Document

The Contract can only be changed if both parties agree to the changes in writing.

23. Complaints

IRM aim to provide a high standard of service to its Clients. If IRM do not deliver the service that you expect, or you are concerned with any element of our service we would like the opportunity to put things right. We will fully investigate any complaints, keep the Client informed and do everything that is reasonable to resolve the complaint and use the experience to continually improve our service. Any complaints should be addressed in the first instance to a Director of Integrated Risk Management Ltd.

24. Entire Agreement

The Contract forms your and our entire understanding of the Support Service and the arrangement between us. It replaces all previous agreements, understandings and representations about the Support Service.

Each party acknowledges and agrees that in entering into this Contract it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person that is not expressly set out in this Contract.

No amendment is valid unless signed by a Director of IRM and an authorised signatory of the Client.

25. Exclusions and Extra Charges

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The following Services / activities are not included

- a. examination of property, equipment or machinery prior to purchase;
- b. return site visits as a result of you failing to make any area available for Audit and Inspection, having agreed with us in advance the date for the visit;
- c. carrying out the Support Service on weekends, public holidays, or outside the standard working hours of 08:00 - 17:00;
- d. carrying out the Support Service at locations not listed in the Contract / Renewal Schedule;

We may agree to perform any of the activities that are excluded from the Support Service for you for an additional fee which we will agree with you in advance

26. Work Outside Standard Working Hours

If Support Services are required outside of our standard working hours, at weekends or public holidays we may charge an additional fee, which would be agreed in advance.

27. Reports

IRM will provide electronic copies of all reports free of charge via the IRM Connect portal or electronic communication, printed copies may be charged. It is the responsibility of the Client to download and store reports to allow access to the information at all times. These reports must be available, when requested by the relevant Enforcing Authority, as required under any relevant statutory legislation.

Where a contract has terminated, we reserve the right to charge an administration charge for the supply of previous reports.