



Standard Terms and Conditions

SHEQworx

PLEASE NOTE: You must be 16 years or over to use our products and/or services.

If you are 15 years of age or younger, you must stop using our website with immediate effect, and discontinue accessing our products, services, and/or materials (either free or paid). If you have subscribed to any of our services, please contact datacontroller@sheqworx.co.uk

This document together with any supporting documents, sets out the terms and conditions under which our services will be provided.

The details of our agreement (eg scope of services, chargeable rates including any variables, the duration of the agreement and any pertinent deliverables) will be contained within a supporting Project Specific Contract Letter.

Please take care to read all of the information provided and contact us at hello@sheqworx.co.uk if you have any questions or concerns relating to this document.

In this document, “we”, “us” and “our” relate to SHEQworx Ltd, and “you” and “your” relate to you, the client, and/or the business you represent. By completing and signing the relevant areas below, you acknowledge that you have the appropriate legal capacity to enter into this agreement with us on behalf of your company and agree to be bound by it.

1.0 Scope of Services

- 1.1 The scope of services provided will be as identified and confirmed in our Project Specific Contract Letter. This letter will identify what we have been engaged to do, any identified timescales or deliverables, duration of consultancy (if applicable) and any associated fees and/or charges as applicable.
- 1.2 Unless agreed otherwise and included in the Project Specific Contract Letter, we provide general support and guidance between the hours of 0900hrs and 1600hrs covering a range of services under the overarching banner of risk management and legal compliance (specialising in Occupational health and safety, environment and quality matters).
- 1.3 This implies a reasonable amount of time will be devoted to dealing with any related queries/questions etc. If we consider that too much time is being spent handling your general questions/queries, we reserve the right to review our arrangements and shall advise accordingly. For example, this may result in a nominal charge being levied per telephone call or email, and your Project Specific Contract Letter will be updated and reissued to reflect such changes.



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- 1.4 Our services will be provided by Andrea Dodds. However, we reserve the right to make a suitable substitution as necessary in order to satisfy our contractual obligations.
- 1.5 Any guidance and/or information provided by us will reflect current legislation relevant to England and Wales at the time of issue, including but not limited to: Acts of Parliament, Statutory Instruments, and European Directives/Regulations.
- 1.6 Our scope of services is limited to providing you with the agreed services as identified in our Project Specific Contract Letter and/or your Purchase Order, and any further information or guidance we believe you need to enable you to comply with the law and maintain acceptable levels of workplace health and safety on your premises. Any changes to the original agreement are to be mutually agreed in writing before the change is accepted and service is adjusted.

2.0 Responsibilities

Our responsibilities are to:

- 2.1 Observe the laws pertaining to the Health and Safety at Work etc Act 1974, and its supporting Regulations, the Company Law Act 2006, the Data Protection Act 2018, the Modern Slavery Act 2015, and other statutory obligations associated with a company registered with Companies House operating under the geographical jurisdiction of England and Wales.
- 2.2 Keep and maintain records of work completed and make them available to you upon request.
- 2.3 Raise any issues or concerns that may be found during the term of the engagement. In providing our services we are limited to identifying issues/concerns and providing further information, guidance and support as necessary.
- 2.4 Return any information owned by you within 28 working days upon termination of the engagement and once payment for work carried out by us has been received.
- 2.5 Keep records in compliance with the Data Protection Act 2018 and respectful of the General Data Protection Regulations (GDPR). Ensure that all information viewed or handled is done so with confidentiality and privacy in mind at all times.
- 2.6 Ensure our professional competence is maintained with skills, knowledge and experience continuously developed.

Your responsibilities as the client are to:

- 2.7 Provide suitable, adequate, and competent resources (including time) to enable the works to be undertaken in a manner which will not cause undue harm to those directly or indirectly involved in the activities at any stage of the works/project.



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- 2.8 To ensure that all relevant and appropriate information is provided to the identified stakeholders in a timely manner to allow for review and implementation. (NB This is especially important to all projects where CDM applies The Construction, Design, and Management Regulations.)
 - 2.9 Understand your role and responsibilities as identified under relevant legislation including, but not limited to, the Health and Safety at Work etc Act 1974 and supporting European Directives and Regulations.
 - 2.10 Properly act on the information and/or guidance supplied in a timely manner. If at any time you do not fully understand the information being communicated to you, you are required to let us know as soon as practicable so that we can provide further explanation and assistance as necessary.
 - 2.11 Ensure that records of your business activities are correct and maintained to meet the requirements of regulatory authorities.
 - 2.12 Disclose all relevant information to enable us to complete the work within the agreed timescales and advise us in sufficient time if there is likely to be a delay in such information being provided and received.
 - 2.13 Allow full and free access to personnel, processes, procedures and other documents held by yourselves or third parties to enable us to do our work.
 - 2.14 Recognise that a positive Health & Safety Climate/Culture within your workplace will contribute to a better work environment overall.
 - 2.15 Inform us in good time of any proposed changes to work practices, equipment, premises, organisation structure etc; and accidents/incidents and absence from work due to ill health.
 - 2.16 Advise us in good time if there is likely to be a delay in receiving expected payments from any invoices raised and submitted.
 - 2.17 Inform us of any changes to your contact details in good time so that we may update our systems accordingly.
 - 2.18 Inform us immediately if there are any changes to your business which may detrimentally affect our business (eg your company facing court action for a health and safety, or data protection breach, being put into administration etc).
 - 2.19 Where reasonably practicable, and upon request, afford us access to identified work environments which may be necessary for us to meet our training and assessment needs, and to prevent “skills fade” for specified skills eg lift planning, Personal Track Safety, etc



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3.0 Ethical Conduct

- 3.1 As a member of various professional bodies such as IIRSM (International Institute of Risk and Safety Management) and IOSH (Institute of Occupational Safety and Health), we are required to work within the IIRSM's Code of Ethics and the IOSH's Code of Conduct (available from the respective websites).
- 3.2 These Codes require Occupational Health and Safety professionals to comply with the principles of integrity, objectivity, professional competence and due care, confidentiality and personal behaviour.
- 3.3 As a professional organisation we have a duty to observe the highest standards of conduct and integrity, and to uphold the good standing and reputation of the profession.
- 3.4 The duty of an Occupational Health and Safety professional is not limited to satisfying the needs of an individual client or employer. In complying with requirements of the Code of Ethics, the obligation extends to act primarily in the public interest.

4.0 Fees

- 4.1 Our fees are based on a time and skill basis and may vary between projects.
- 4.2 Any additional work required which is not covered by these terms shall be considered on a project-by-project basis. "One-off" and "ad-hoc" works will be quoted for and invoiced separately but will generally fall under the terms of this document unless otherwise agreed in writing beforehand. You will be invoiced separately for additional works. We are unable to commence work on any project until we have received your written instruction and it has been accepted by us.
- 4.3 Invoices presented are payable upon receipt, and within 30 calendar days from the date of invoice.
- 4.4 Any invoices not paid after 30 calendar days from the date of invoice, shall incur interest at a rate of 5% per week, added each Friday, and this shall continue to accrue until the outstanding balance, including added penalties, is cleared.
- 4.5 Where payment has not been received, we reserve the right to withhold services, documents and information, and shall cease working on your account. We reserve the right to terminate this agreement if payment is unduly delayed.
- 4.6 You agree that any work completed, and/or any work in progress, for which payment is outstanding will be held by us until all related fees, plus interest accrued, have been fully paid.
- 4.7 Any expenses incurred whilst working on your behalf will be charged and appropriate records kept. If required, copies shall be included with Invoices for your records.



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Such expenses may include the use of meeting rooms and other facilities, internal/external printing, courier charges, telephone calls, travel and subsistence.

Mileage is normally charged at the prevailing HMRC rate from the office postcode (LS22 6RE) to (and from) your place of work and/or site as applicable.

4.8 All fees and prices quoted are subject to VAT at the prevailing rate and are subject to change.

5.0 Confidentiality, Intellectual Property and Conflicts of Interest

5.1 We will never knowingly share or sell your information to any third party without your prior consent, unless required to do so by law.

5.2 You agree not to use, copy, rent, sell, or allow use of the output of the work we produce, with a third party without our express prior written permission. Any work we produce remains our intellectual property.

5.2 You recognise that we may have to stop providing services to you in the event that a conflict arises between our duties to you and to another client. You will notify us if you have any reason to believe that such a conflict has arisen or may arise.

5.3 Our preferred method of communication is via email, and you accept the risks associated with such communications.

5.4 We use a range of computer software from a number of suppliers in the course of our business activities. Please refer to our Privacy Policy for details of how and when we use your information in the execution of our services. All information is treated in the strictest confidence and with the principles of GDPR in mind at all times.

6.0 Liability

6.1 As Occupational Health and Safety professionals, we have a duty of care to you and anyone who may be affected by your work activities. We must observe the highest standards of conduct and integrity. Our services to you will only be completed by an individual competent to perform such work, and who holds current Professional Indemnity Insurance.

6.2 Where any loss or damage occurs as the result of you providing false, misleading or incomplete information, we shall accept no liability whatsoever.

6.3 The information or guidance we provide as part of our services to you is specific to your business and may be time constrained. It is not to be passed on to, or used by, a third party without our prior written consent. SHEQworx accepts no responsibility from any third party who has relied on information provided by us.



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6.4 We will not accept liability for incidental or consequential external costs you may have incurred howsoever incurred and you must take reasonable steps to mitigate any further losses in the event of a problem being discovered.

6.5 We will not accept liability or responsibility for any events outside of our reasonable control (Force Majeure Event).

7.0 Complaints and Disputes

7.1 We want you to be satisfied with the services we provide to you. We understand things may go wrong from time to time and we would draw your attention to our Complaints Handling Procedure (which will be made available upon request).

7.2 Any and all disputes that cannot be satisfied amicably may be referred to an independent arbitration service, and any action shall be subject to the jurisdiction of the laws applicable to England and Wales.

8.0 Termination

8.1 You or we may terminate our engagement at any time by giving 28 days written notice. All documents and information provided by you will be returned to you within 28 working days of receipt of this notice provided that all outstanding fees have been paid. Conversely, any documents or property belonging to SHEQworx are to be returned to us.

8.2 Any reimbursement shall be made in the same manner as payment was originally made.

9.0 Right to Change these Terms and Conditions

9.1 We reserve the right to revise and amend these Terms and Conditions from time to time.

The following documents were referred to within the contents of this letter and will be provided under separate cover (or as separate attachments) when sent by email:

- Project Specific Contract Letter
- Complaints Handling Procedure
- Privacy Policy – Privacy & Data Protection Policy Statement

Please Note:

Before any work can be undertaken on your behalf, you are required to confirm acceptance of the contents within the Project Specific Contract Letter and these Terms and Conditions by initialling the bottom of each page, and by signing and returning a copy of this letter to us at the address provided or via email to hello@sheqworx.co.uk

Electronic signatures will be acceptable and are considered legally binding.