

TERMS OF BUSINESS

References to 'we', 'us', 'our' and 'Supplier' are all references to BLS Safety and Training Limited a company incorporated and registered in England and Wales with company number 07711160 and whose registered office is at 1 Barleyfield Road, Hingham, Norfolk, NR9 4EX.

We aim to provide a quality service. One way in which we can establish your confidence in us is to make clear to you our obligations and their limits. Please take the time to read these Terms of Business and speak to the person who is conducting your matter if anything is not clear.

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 8* (LIMITATION OF LIABILITY).

1. Interpretation

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

1.1 Definitions:

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

Charges: the charges payable by you for the supply of the Services in accordance with clause [5](#) ([Charges and payment](#)).

Commencement Date: has the meaning given in clause [2.2](#).

Conditions: these terms and conditions as amended from time to time in accordance with clause [11.5](#).

Contract: the contract between us and you for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Customer: the person or firm who purchases Services from us.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party to this agreement relating to the use of personal data (including, without limitation, the privacy of electronic communications);

Default: has the meaning set out in clause 4.2.

Intellectual Property Rights: patents, 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.

Order: your order for Services as set out in the order confirmation.

Services: the services, supplied by us to you as set out in the Specification.

Specification: the description or specification of the Services provided in writing by us to you.

Supplier Materials: has the meaning set out in clause 4.1(h).

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

- 2.1 The Order constitutes an offer by you to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when we issue a written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

- 2.3 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by us shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. Supply of Services

- 3.1 We shall supply the Services to you in accordance with the Specification in all material respects.
- 3.2 We shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 We reserve the right to amend the Specification 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 we shall notify you in any such event.
- 3.4 We warrant to you that the Services will be provided using reasonable care and skill.

4. Your obligations

- 4.1 You shall:
- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
 - (b) co-operate with us in all matters relating to the Services;
 - (c) provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as reasonably required by us;
 - (d) provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) prepare your premises for the supply of the Services;

- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws, including health and safety laws;
- (h) keep all our materials, equipment, documents and other property (**Supplier Materials**) at your premises in safe custody at its own risk, maintain our Materials in good condition until returned to us, and not dispose of or use our Materials other than in accordance with our written instructions or authorisation;
- (i) comply with any additional obligations as set out in the Specification.

4.2 If our performance of any of its obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (**Default**):

- (a) without limiting or affecting any other right or remedy available to it, we shall have the right to suspend performance of the Services until you remedy your Default, and to rely on you Default to relieve it from the performance of any of its obligations in each case to the extent your Default prevents or delays our performance of any of its obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from your failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from your Default.

5. Charges and payment

5.1 The Charges for the Services shall be calculated on a time and materials basis:

- (a) the Charges shall be calculated in accordance with our fee rates, as set out in the order confirmation and/or website.
- (b) we shall be entitled to charge you for any expenses reasonably incurred by the individuals whom we engage in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by us for the performance of the Services, and for the cost of any materials.

5.2 We shall invoice you 3 days before the course.

5.3 You shall pay each invoice submitted by us:

- (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by us and confirmed in writing to you; and

- (b) in full and in cleared funds to a bank account nominated in writing by us, and time for payment shall be of the essence of the Contract.
- 5.4 All amounts payable by you 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 us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.5 If you fails to make a payment due to us under the Contract by the due date, then, without limiting our remedies under clause 9, you 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 5.5 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%.
- 5.6 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).
- 6. Intellectual property rights**
- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you) shall be owned by us.
- 6.2 You grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.
- 7. Data protection**
- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 7, **Applicable Laws** means (for so long as and to the extent that they apply to us) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.]
- 7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, you are the controller and we are the processor.

- 7.3 Without prejudice to the generality of clause 7.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of the Contract.
- 7.4 Without prejudice to the generality of clause 7.1, we shall, in relation to any personal data processed in connection with the performance by us of our obligations under the Contract:
- (a) process that personal data only on the documented written instructions of you unless we are required by Applicable Laws to otherwise process that personal data. Where we are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit we from so notifying you;
 - (b) ensure that we have in place appropriate technical and organisational measures, reviewed and approved by you, 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 European Economic Area unless your prior written consent of has been obtained and the following conditions are fulfilled:
 - (i) you or we have provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the personal data;

- (e) assist you, at your 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 you without undue delay on becoming aware of a personal data breach;
 - (g) at the written direction of you, delete or return personal data and copies thereof to you on termination of the agreement unless required by Applicable Law to store the personal data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and allow for audits by you or your designated auditor and immediately inform you if, in our opinion an instruction infringes the Data Protection Legislation.
- 7.5 We both may, at any time on not less than 30 days' notice, revise this clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
- 8. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 8.1 We have obtained insurance cover in respect of our own legal liability for individual claims not exceeding £2,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover we has been able to arrange and you are responsible for making its own arrangements for the insurance of any excess loss.
- 8.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.3 Subject to clause 8.2, our total liability to you shall not exceed £2,000,000. Our total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 8.4 No amounts awarded or agreed to be paid under clause 8.2 shall count towards the cap on our liability under clause 8.3.
- 8.5 This clause 8.5 sets out specific heads of excluded loss and exceptions from them:

- (a) Subject to clause 8.2, the types of loss listed in clause 8.5(c) are wholly excluded by the parties, but the types of loss and specific losses listed in clause 8.5(d) are not excluded.
 - (b) If any loss falls into one or more of the categories in clause 8.5(c) and also falls into a category, or is specified, in clause 8.5 (d), then it is not excluded.
 - (c) The following types of loss are wholly excluded:
 - (i) Loss of profits
 - (ii) Loss of sales or business.
 - (iii) Loss of agreements or contracts.
 - (iv) Loss of anticipated savings.
 - (v) Loss of use or corruption of software, data or information.
 - (vi) Loss of or damage to goodwill.
 - (vii) Indirect or consequential loss.
 - (d) The following types of loss and specific loss are not excluded:
 - (i) Sums paid by you to us pursuant to the Contract, in respect of any Services not provided in accordance with the Contract.
 - (ii) Wasted expenditure
 - (iii) Additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the Contract.
 - (iv) Losses incurred by you arising out of or in connection with any third party claim against you which has been caused by our act or omission. For these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings, including those made or commenced by subcontractors, our personnel, regulators and customers of you.
- 8.6 We have given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.7 Unless you notifies us that it intends to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire 30 days from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8.8 This clause 8 shall survive termination of the Contract.

9. Termination

9.1 . If you wish to cancel the Contract, you may do so in writing giving at least 14 Business Days prior to the commencement of the Contract. If you give notice to terminate the Contract at least 14 Business Days prior to the Contract, then there is nothing to pay. If you seek to cancel the Contract within 3-7 Business Days prior to the commencement of the Contract, such cancellation shall be subject to a payment equivalent to 50% of the total course cost. If you seek to cancel the Contract under 3 Business Days prior to the commencement of the Contract, such cancellation shall be subject to a payment equivalent to 100% of the total course cost.

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

- (a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), 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;
- (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.3 Without affecting any other right or remedy available to it, we may terminate the Contract with immediate effect by giving written notice to you if:

- (a) you fail to pay any amount due under the Contract on the due date for payment;
or
- (b) there is a change of control of you.

9.4 Without affecting any other right or remedy available to it, we may suspend the supply of Services under the Contract or any other contract between you and us if you fail to pay any amount due under the Contract on the due date for payment, you become subject to any of the events listed in clause 9.2 (a) to clause 9.2 (c), or we reasonably believe that you is about to become subject to any of them.

10. Consequences of termination

10.1 On termination of the Contract:

- (a) you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
- (b) you shall return all of our Materials which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or 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 Contract which existed at or before the date of termination or expiry.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. General

11.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 Assignment and other dealings.

- (a) We 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 Contract.
- (b) You 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 Contract without our prior written consent.

11.3 Confidentiality.

- (a) We both undertake that we shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3(b).
- (b) We both may disclose the other party's confidential information:

- (i) to our employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither of us shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

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

11.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision

or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.8 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by e mail or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) , if sent by email, at the time of transmission; and
 - (iii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

11.10 Governing law. The Contract, 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.

11.11 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 Contract or its subject matter or formation.