



Paisley Training  
&  
Consultancy

# Paisley Training and Consultancy

Terms and Conditions  
Consultancy, Compliance  
Services and Mock  
Inspections



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**Terms and Conditions  
of  
Consultancy, Compliance Services  
and Mock Inspections**

**PAISLEY TRAINING AND CONSULTANCY**

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Preston PR2 6AB  
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Telephone 01772 305215

## **AGREEMENT**

1. These Terms and Conditions apply to the provision of Consultancy, Compliance Services and Mock Inspections as detailed in our confirmation and quotation by Paisley Training and Consultancy, 13 Moorfield Drive, Preston PR2 6AB (we/us) to the client commissioning the services (you).
2. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
3. Each party acknowledges that in entering into this agreement 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 this agreement.
4. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.
5. Nothing in this clause shall limit or exclude any liability for fraud.
6. You are deemed to have accepted these terms and conditions when you confirm acceptance of our confirmation or the commencement of our services.

## **DEFINITIONS**

**Board:** the board of directors of the Client (including any committee of the board duly appointed by it).

**Client Property:** all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client [or Group Company] or its [or their] customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the Client during the Engagement, and any data or documents (including copies) produced,

maintained or stored by the Consultant on the Client or the Consultant's computer systems or other electronic equipment during the Engagement.

**Confidential Information:** information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client [or any Group Company] for the time being confidential to the Client [or any Group Company] and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client [or of any Group Company] or any of its [or their] suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with his Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

**Engagement:** the engagement of the Consultant by the Client on the terms of this agreement.

**Insurance Policies:** Professional Indemnity Insurance Cover and Public Liability Insurance Cover.

**Intellectual Property Rights:** patents, [utility models,] 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.

**Invention:** any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

**Services:** the services provided by the Consultant in a consultancy capacity for the Client [or any Group Company] as more particularly described in the Confirmation.

**Termination Date:** the date of termination of this agreement, howsoever arising.

**Works:** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

7. The headings in this agreement are inserted for convenience only and shall not affect its construction.
8. Reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
9. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
10. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## **TERMS OF ENGAGEMENT**

11. The Engagement shall commence or, be deemed to have commenced, on the Commencement Date and shall continue unless and until terminated:
  - (a) as provided by the terms of this agreement; or
  - (b) by either party giving to the other not less than two weeks prior written notice.

## **CONSULTANT DUTIES AND OBLIGATIONS**

12. During the Engagement the Consultant shall provide the Services with all due care, skill and ability and use his/her best endeavours to promote the interests of the Client [or any Group Company].
13. The Consultant will aim to complete all Services within the agreed time specified in the confirmation. However it may not always be possible to

complete all services depending on situations arising during the course of providing the services.

14. If the Consultant is unable to provide the Services due to illness or injury, they shall advise the Client of that fact as soon as reasonably practicable.
15. Unless specifically authorised to do so by the Client in writing, the Consultant shall not:
  - a. have any authority to incur any expenditure in the name of or for the account of the Client; or
  - b. hold himself out as having authority to bind the Client.
16. The Consultant shall comply with all reasonable standards of safety and comply with the Client's Health and Safety procedures in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.
17. The Consultant shall have an Enhanced Disclosure and Barring Service (DBS) and Adult Barred List Check in place and have a current subscription to the DBS Update Service.
18. The Consultant shall comply with the Client's policies on Safeguarding, Social Media, Confidentiality, Use of Information and Communication Systems, Equality and Diversity, Smoking and Dress Code.
19. The Consultant shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

## **CLIENT DUTIES AND OBLIGATIONS**

20. During the Engagement the Client shall:
  - a. Have no obligation to take the advice or guidance offered by the Consultants;
  - b. Provide a safe working environment for the Consultant;
  - c. Provide the required information to enable the Consultant to be able to advise and complete the work set out in the confirmation;
  - d. Nominate an individual to be the point of contact for the Consultant;

- e. Make Company Policies and Procedures available to the Consultant as required;
  - f. Allow prompt access for each working day as outlined in the confirmation.
21. We are not liable for any non-provision of services due to the client's failure to comply with their obligations.

## **FEES**

22. The Client shall pay Paisley Training and Consultancy the fee detailed in the invoice. Fees are required to be paid within 7 days of the date of the invoice, unless otherwise agreed.
23. In consideration of the provision of the Services during the Engagement, the Client shall pay each invoice submitted by the Consultant in accordance within 7 days of receipt.
24. If fees are not paid we reserve the right to withhold the provision of services or terminate the agreement with the client.
25. If additional services are requested by the client there will be additional charges for these.

## **EXPENSES**

26. The Consultant shall bear his own expenses incurred in the course of the Engagement.

## **RESCHEDULING**

27. If a client notifies us that they need to reschedule the following conditions apply:
- If notified more than 28 days prior to the consultancy we will transfer the booking at no extra cost. Dates for alternative consultancy must be confirmed by the client within 7 days.

- If notified between 14 and 28 days prior to the consultancy we will arrange another date with the client. This will incur a re-booking charge of 25%. Dates for alternative consultancy must be confirmed by the client within 7 days.
- If notified less than 14 days prior to the consultancy we are unable to offer clients an option to reschedule; no refund will apply.

Paisley Training and Consultancy will only reschedule a consultancy date on one occasion. Further rescheduling will not be permitted.

## **OTHER ACTIVITIES**

28. Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that such activity does not cause a breach of any of the Consultant's obligations under this agreement.

## **CONFIDENTIAL INFORMATION**

29. The Consultant acknowledges that in the course of the Engagement they will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause.
30. The Consultant shall not (except in the proper course of his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- a. any use or disclosure authorised by the Client or required by law; or
  - b. any Safeguarding concerns which are required to be reported to the Local Authority or any other legal or regulatory body.
  - c. any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.
31. The Consultant will not post on Social Media that they are working for the client unless specifically requested by the Client.



32. If the client does not wish the Consultant to work at their locations, they can provide an alternative venue in liaison with the Consultant. The Consultant will ensure confidentiality and discretion when carrying out their work at alternative venues and locations.
33. At any stage during the Engagement, the Consultant will promptly on request return all and any Client Property in their possession to the Client.

## **DATA PROTECTION**

34. The Consultant shall comply with the Client's Data Protection Policy and relevant obligations under the Data Protection Act 2018, General Data Protection Regulations and associated codes of practice when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Client.

## **INTELLECTUAL PROPERTY**

35. Except for rights expressly granted under this agreement:
  - a. nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and
  - b. each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

## **INSURANCE**

36. The Consultant shall on request supply to the Client copies of Public Liability and Professional Indemnity Insurance Policies.
37. The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be

renewed or be changed in any material way, the Consultant shall notify the Client without delay.

## **LIABILITY AND INDEMNITY**

38. Our liability under these Terms and Conditions shall be limited to the conditions set in this clause.
39. The total amount of our liability is limited to the total amount of fees payable as set out in the confirmation.
40. Paisley Training and Consultancy are not liable for:
  - a. Any losses caused directly, or indirectly, by the client's failure or breach in relation to their obligations
  - b. Any losses arising directly, or indirectly, from the client's choice of services
  - c. Any indirect consequential loss/damage or expenses
  - d. Any loss of business, profits, reputation, data and goodwill; or third party claims
  - e. Any failure to perform any obligations if such failure is due to a cause beyond our reasonable control

## **TERMINATION BY THE CLIENT**

41. The Client may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:
  - a. commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;
  - b. is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
  - c. is declared bankrupt;

- d. is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 10 days in any (52-week) consecutive period;
- e. commits any fraud; or
- f. commits any offence under the Bribery Act 2010.

## **TERMINATION BY PAISLEY TRAINING AND CONSULTANCY**

42. We may terminate the engagement with immediate effect with no liability in the following circumstances:
- a. If the client breaches these terms and conditions of engagement;
  - b. If the client fails to make payments;
  - c. If the client becomes insolvent, is subject to a bankruptcy order or goes into administration;
  - d. If a safe and suitable working environment is not provided;
  - e. If the client, or their employee(s) obstruct us from carrying out our services.

## **OBLIGATIONS ON TERMINATION**

43. On the Termination Date the Consultant shall:
- a. immediately deliver to the Client all Client Property and original Confidential Information in his possession or under his control;
  - b. irretrievably delete any information relating to the Business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of the Client.

## **STATUS**

44. The relationship of the Consultant to the Client will be that of independent contractor and nothing in this agreement shall render him an employee, worker, agent or partner of the Client and the Consultant shall not hold himself out as such.

45. This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Client for and in respect of any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law.

## **NOTICES**

46. Any notice, or other communication, given to a party under or in connection with this contract shall be in writing and shall be:
- a. delivered via email and received a read receipt, or;
  - b. delivered by hand or by recorded/signed for first-class post or other next working day delivery service at its registered office or its principal place of business; or in the case of the Consultancy at the registered business address or. Notice shall be deemed as duly given five business days following mailing.

## **VARIATION**

47. No variation of this agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **THIRD PARTY RIGHTS**

48. Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
49. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

## **GOVERNING LAW**

50. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **JURISDICTION**

51. Each party irrevocably agrees that the law of England and Wales shall have jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**END OF DOCUMENT**