



Bravanark 01189 541700
HEALTH AND SAFETY SUPPORT & TRAINING COMPANY www.bravanark.co.uk

LET YOUR SAFETY BE OUR BUSINESS

The Lodge, 102 Northumberland Ave, Reading, Berkshire. RG2 7PP

BRAVANARK TERMS OF SERVICE

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ABOUT BRAVANARK

Established in October 2000, Bravanark's vision is very simple: we strive to create and maintain an excellent reputation by providing professional, value for money, quality services and support.

Our aim is to do this by building successful, ongoing relationships with all clients and by adding value to their business or organisation.

We have been working in the Health and Safety field for over 15 years and we aim to give our clients the support they need to comply with the ever changing world of Health and Safety.

We want to take the worry away from the client by being a universal starting point for businesses.

By assessing the clients' needs, we produce workable documents such as policies, method statements, safe systems of work, risk assessments and all required Health and Safety information without bogging the client down. You the client can do what you are good at and leaving us to act on their behalf as the company competent person as is required by the Management of Health and Safety Regulations 1999.

Health and safety worries do not go away, so employers should face them head on. That is where Bravanark can provide help and support so that companies do not have to go it alone. We are your health and safety support team – the one that turns those seemingly insurmountable health and safety mountains into small, achievable steps.

We are also accredited trainers for the Institute of Occupational Safety and Health delivering safety training for all companies.

INTRODUCTION

This document outlines Bravanark's terms of service so you – as a client – can fully understand what to expect from us and what we, in turn, expect from you in order to achieve the desired outcomes of your contract.

We think they're self-explanatory and understandable but if there is anything you are unsure of please ask us – we are happy to explain everything to you so you understand the agreement that exists between us once you have accepted a Bravanark proposal of service.

DAILY RATE

For the purposes of your contract a 'day' means one of the following:

- working for a period of up to 8 hours on your behalf on Bravanark premises, or
- spending up to a maximum of 8 hours on your site (or an alternative at your request) **to a maximum of 10 hours inclusive of travel time** (any instance that requires in excess of 10 hours shall incur overnight accommodation and subsistence expenses – as outlined in M2)

A 'half-day' means:

- working for a period of up to 4 hours on your behalf on Bravanark premises, or
- spending a maximum of 4 hours on your site (or an alternative at your request) **to a maximum of 5 hours inclusive of travel time** (any instance that requires in excess of 5 hours shall incur a full day fee)

Hourly Rate:

- Hourly rate is applied when carrying out site visits which take no longer than 2 hours and within a radius of **20 miles** of consultants place of work.

Please note that these hours also include appropriate rest periods.

Training Timescales

Timings quoted for training courses are delivery times only. Additional time on site will be required for set-up and take-down procedures as well as for appropriate comfort/refreshment breaks.

ADDITIONAL SERVICES

The operational demands of your business may require further work in the future that has not been quoted for at this stage. Additional services – subject to acceptance of a further quotation and agreement – can be added at any time during the course of your contract with Bravanark. Such agreements will be bound by these terms unless stated otherwise on the proposal acceptance form.

UNFORESEEN CIRCUMSTANCES

Extraordinary circumstances may occasionally require additional support by Bravanark, over and above the confines of your contract. This is not 'planned for' work that is covered by the previous paragraph but work that arises because of unforeseen circumstances. For example: attendance by your consultant at the site of an accident; intensive management coaching through a particularly complicated staff performance issue, etc. This additional time investment will be charged out at your proposed daily rate and will be invoiced separately.

PAYMENT OPTIONS AND TERMS

General Payment Terms

Bravanark's payment terms are 21 days from the date of invoice.

All payments are non-refundable.

If a client fails to make punctual payment of any fee or instalment, then Bravanark reserves the right to charge under The Late Payment of Commercial Debt (interest) Act 1998 to charge an administration fee of £100.00 per month or 8% per month over the relevant Bank of England base rate for the term of outstanding debt whichever is the greater. Any decision to charge interest will be notified to the client in writing.

Late or non-payment will result in the suspension of any obligation of Bravanark to the client until payment is made. Bravanark further reserves the right to terminate this agreement without notice should late or non-payment occurs.

Bravanark reserves the right to withhold documentation until such time as the relevant payment/instalment has been received.

If a client is having difficulty settling their bill, then it is in the client's best interests to inform Bravanark as quickly as possible. We may be able to offer some degree of flexibility in order to provide assistance.

Please be advised that if your company requires purchase order numbers/references on invoices then it is the client's responsibility to provide this information at the time of acceptance.

Competent person and advice service

The competent person and advice service must be paid for via monthly standing order payments on an open-ended basis, unless specifically agreed otherwise with a Director of Bravanark. (Please see 'Termination of Service' below for further details.) This service will only commence after receipt of the first payment.

Annual or 3-year contracts

1 or 3-year contract clients may choose to pay for their services by annual, quarterly or monthly payments (subject to satisfactory credit searches/references). Quarterly or monthly payment options are subject to a 3% surcharge. This is because much of our initial annual contract work is completed at the beginning of the contract.

Annual Payments

For 1 and 3-year contracts, the first annual payment is bound by our general payment terms i.e. 21 days from date of invoice. The annual payments for years 2 and 3 of the 3-year contract must be received no later than the anniversary dates of years 2 and 3 by bankers/standing order.

Quarterly Payments

The first quarterly payment is bound by our general payment terms. All subsequent payments must be made by bankers/standing order 3 months to the day of the service commencement date thereafter for the duration of the contract.

Monthly Payments

The first monthly payment must be made no later than the proposed service commencement date. The service will not commence until the first payment has been received. Subsequent payments must be paid by banker/standing order on the same day of each succeeding month thereafter for the duration of the contract.

Courses

All courses must be paid for in full, either 21 days from the date of invoice or 14 days prior to delivery of the course, whichever is the earlier date. If a course booking occurs within the 14 day period prior to delivery, payment must be made at the time of booking. Delegate fees and expenses will be invoiced separately upon completion of the course and is subject to Bravanark's usual payment terms.

EXPENSES

Expenses as outlined below will be additional to your service and will be invoiced separately as they are incurred.

Breakdown

Per round trip journey:

| | |
|-----------------------|---|
| Mileage | First 50 miles per round trip free, thereafter 45ppm |
| Fares | At cost |
| Travel Time (non-car) | First 2 hours free, thereafter £25.00 per hour pro rata |
| Congestion charges | At cost |
| Toll fees | At cost |
| Parking | At cost |
| Accommodation | At cost (equivalent to 3* standard) |
| Subsistence | At cost (excluding alcohol) |

Any other reasonable expenses incurred as a direct result of Bravanark's contract with you shall be charged out at cost.

PAYMENT ARRANGEMENTS

Payments can be paid by cheque made payable to Bravanark Ltd, Standing order, BACS and most Credit Debit cards.



Standing orders, Credit and Debit cards will be subject to a 3% administration fee. This is imposed by the banking system to use these facilities.

Bank details for BACS payments:

Lloyds TSB plc, 30 High Street, Coventry CV1 5RA
Account number : 02720480 Sort Code: 30-92-33

THE CLIENT / CONSULTANT RELATIONSHIP

Bravanark's relationship with its client is a two-way process. The advice Bravanark gives to its client is based upon the observations of the Bravanark consultant; the information provided to the Bravanark consultant by the client; and accepted 'best practice' in the health and safety, HR and accessibility fields.

Information

It is the duty of our client to provide Bravanark with any and all of the information relevant to the contract, so far as is reasonably practicable. It is also the duty of our client to keep Bravanark informed of any changes and/or occurrences that are, or may be, related to its contract. If there is any doubt as to the relevance of a change or occurrence the client should inform Bravanark who will consider the information on its own merits.

The client must inform Bravanark in writing of any change of address, of trading, or registered office as the case may be. Any correspondence or notice sent by Bravanark to the client address as given in this document or its last known place of address shall be deemed 'duly served'.

Bravanark will take all due care to provide its services in a professional and timely manner and to ensure that the advice given to clients is based on existing legislation and currently accepted 'best practice' but due to the constantly evolving legislative and judicial system in the UK Bravanark cannot warrant that its service will be completely error-free. Bravanark's sole liability in this regard will be to update the advice previously given.

Timescales, Responsibilities and Measures for Success

The means of measuring the success of contracts will vary according to the individual needs of clients and the operational demands of the client's business. Contract objectives and an agreed timescale for action will be discussed at the beginning of the contract and, once agreed, will allow for continual monitoring of progress. Bravanark advises and works for its clients in order to achieve the contract objectives within the agreed timescale *but it is up to the client to implement the advice given within the same agreed timeframe*. Contract consultancy days cannot be 'carried over' beyond the expiration date of the contract. It is in the client's best interests to endeavour to work towards the agreed timescales.

Competent person and advice service

The health and safety competent person and advice service is available only to clients who have had, at the very least, a Bravanark health and safety audit. The fees for this service are dependent upon whether your organisation falls within a low, medium or high risk category. The risk rating will be determined by your health and safety consultant and is based on the findings of your health and safety audit, as well as the industry sector to which your organisation belongs.

This service comprises:

1. Bravanark acting as your competent person for the duration of your agreement
2. Telephone advice only for a maximum of 2 named contacts

Any additional work required either on or off-site will be charged out at our usual daily/hourly rate. This will be invoiced separately on an as-and-when basis and is subject to our usual payment terms.

Cancellations

Bravanark will give, and requires, at least 72 hours' notice of cancellations of meetings, courses, site-visits etc, so that diaries can be rearranged effectively on both sides. Failure to give 72 hours' notice will incur a cancellation fee or credit note (for services) commensurate to the client's agreed daily rate if no suitable alternative appointment can be arranged to fill the slot by the cancelled party. Bravanark accepts however that there will be instances when a short term cancellation (i.e. less than 72 hours' notice) is unavoidable. This being the case, Bravanark allows for 1 such cancellation on either side without penalty.

Bravanark shall not be liable to the client for any breakdown or failure of their services as a result of force majeure, Act of God, war, strikes, lockouts, civil commotion, mechanical or technical difficulties or any other cause whatsoever beyond its reasonable control.

Complaints

Bravanark strives to provide all clients with a high degree of customer service however if the client is dissatisfied in any way with the services provided to them under the terms of their agreement Bravanark requests that the client raises the issue immediately in writing in the first instance with their allocated lead consultant. If the issue is not satisfactorily dealt with by this consultant within 21 days of raising the issue then please notify the Operations Director of Bravanark in writing. The Operations Director will, in turn, investigate any dissatisfaction and respond in writing within 21 days of the receipt of any such letter. Bravanark hopes that all issues can be dealt with amicably and to the satisfaction of both sides.

Termination of Service

Bravanark will give, and requires 3 months' clear notice of termination of the contract. The client continues to be liable to Bravanark for payment of all relevant instalments/fees that relate to, or are issued within, the notice period.

Data Protection

Bravanark abides by the 8 principles as laid down by the Data Protection Act 1998. Information about the client and its staff shall be treated as strictly confidential, both during and after completion of the contract.

Intellectual Property

Any intellectual property (as outlined in the definition following) provided to the client in the course of the agreement remains the absolute property of Bravanark. Definition: Intellectual property includes copyrights, design copyrights, letters patent, trademarks (whether registered or unregistered), registered or unregistered designs, applications and the right to apply for any such rights in any part of the world, and creations, Confidential Information, know-how whether registrable or not as moral rights and any similar rights in any country.

THE BRAVANARK SERVICE PLEDGE

Bravanark strives at all times to achieve the following:

- Delivery of a written quotation within 7 working days of the invitation to submit a proposal.
- Delivery of a welcome pack within 7 working days of the receipt of the completed "Acceptance of Quotation/Agreement".
- Contact by your lead consultant within 7 working days of your service commencement date or receipt of your first instalment (whichever is the earliest).
- Provision of site-visit/audit/gap-analysis report/s within 21 working days of Bravanark visiting your premises.
- Our consultants are often unable to take your telephone call due to client demands and/or training commitments but we promise to return your call within 4 hours of receiving a message.
- Our consultants often visit clients and are therefore unable to respond to your emails immediately. You will receive an 'out of office' reply from your consultant who will respond to your email enquiry within 4 hours of returning to the office.
- Bravanark staff will at all times deal with your organisation and its officers in a professional and appropriate manner.
- Bravanark will make every effort to allocate the same consultant to the delivery of your whole contract but there will be times that an alternative consultant may be required in order for us to deliver our promised service. Bravanark will ensure that all consultants are suitably qualified and competent to deliver our service to you.

If you feel Bravanark is falling short of delivering these pledges then please let us know at your earliest convenience.

Bravanark's Guarantee

We're absolutely committed to ensuring your business complies with current health and safety legislation affecting your business and we totally believe in that Bravanark's input to your company's health and safety system will assist you in that compliance. As such we are happy to provide one of the strongest commitments in the industry.

Quite simply, if at any time during the contractual period you are prosecuted by an enforcing authority after receiving advice from any of our consultants and that you have applied that advice then you simply **ask for your money back.**



That's it. No quibble. No arguments. We want you to comply fully with current legislation therefore retaining staff, less down time, = free of prosecution = more production = more profit!