

**RISK SUPPORT SERVICES LTD**  
**TERMS AND CONDITIONS**  
**FOR THE SUPPLY OF CONSULTANCY SERVICES**

**1. Definitions:**

- 1.1 **“Agreement”** means these Terms and Conditions and Statement of Works.
- 1.2 **“Data Protection”** means the UK General Data Protection Regulation (UK GDPR), tailored by the Data Protection Act 2018 and any amendment or replacement of it in force in England from time to time,
- 1.3 **“Deliverables”** means the outputs from the provision of the consultancy services including those described in the Statement of Works.
- 1.4 **“Services”** means the consultancy services to be provided by Risk Support Services Ltd as specified in the Statement of Works.
- 1.5 **“Statement of Works”** means an agreed summary (Risk Management Agreement) between Risk Support Services Ltd and the Client specifying works to be carried out and deliverables to be provided by Risk Support Services Ltd.
- 1.6 **“Client”** means the person, company or other legal entity identified in Statement of Works.

**2. Provision of Services**

Risk Support Services Ltd shall provide services on the terms and conditions of this Agreement and will do so:

- 2.1 In accordance with works specified in the Statement of Works.
- 2.2 In compliance with all applicable laws, regulations, codes of practice and professional standards.

**3. Personnel**

- 3.1 Risk Support Services Ltd shall use its reasonable endeavours to ensure that the same personnel provide the services in order to maintain consistency and build a relationship with the Client.
- 3.2 Risk Support Services Ltd shall use its reasonable endeavours to ensure that its personnel comply with the Client’s site regulations when Risk Support Services Ltd personnel are on the Client’s premises.
- 3.3 The Client shall not at any time during the term of this Agreement or for a period of 6 months following its expiry or termination employ or solicit for employment or engage on any basis any member of the Risk Support Services Ltd personnel (whether employed or engaged on some other basis by Risk Support Services Ltd).

**4. Obligations of the Client**

- 4.1 The Client shall provide Risk Support Services Ltd with such information and access to such facilities and personnel as Risk Support Services Ltd shall reasonably require in order to provide the services.
- 4.2 The Client shall make such decisions and provide such instructions as Risk Support Services Ltd shall require and at the time that Risk Support Services Ltd requires to enable Risk Support Services Ltd to provide the services.
- 4.3 The Client acknowledges that Risk Support Services Ltd ability to provide the services and to meet any timeframe agreed for the provision of the services is dependent on the Client providing that information and access and providing those decisions and instructions at the times required by Risk Support Services Ltd.

## 5. Intellectual Property

- 5.1 Any pre-existing Intellectual Property Rights of either party that are made available for use in connection with the provision of the services shall remain vested in that party; the other party shall have a licence to use those rights so far as may be necessary to enable that party to provide or to enjoy the benefit of the services.
- 5.2 All Intellectual Property Rights that are created in the course of the provision of the services and in the Deliverables shall belong to Risk Support Services Ltd; the Client shall have a royalty free, perpetual licence to use those rights as envisaged by this Agreement to enable the Client to have the benefit of the services and the Deliverables for use within the Client's own business.
- 5.3 Risk Support Services Ltd warrants to the Client that the Deliverables will not in any way infringe the Intellectual Property Rights of any other person and Risk Support Services Ltd will indemnify the Client and keep the Client fully indemnified in respect of any losses, liabilities, demands, actions and claims that the Client might incur or suffer as a result of any breach of this warranty.
- 5.4 If the indemnity in Clause 5.3 is to be called upon the Client shall:
- 5.4.1 Promptly notify the Risk Support Services Ltd in writing of the claim.
- 5.4.2 Make no admission or settlement without Risk Support Services Ltd prior written consent.
- 5.4.3 Allow Risk Support Services Ltd to have control over the conduct of the claim including any litigation; and
- 5.4.4 Give Risk Support Services Ltd such assistance and information that Risk Support Services Ltd reasonably requires.
- 5.5 Risk Support Services Ltd shall have no liability under the indemnity in Clause 5.3 where the alleged infringement arises from the Client using the Deliverables in any manner or for any purpose other than those for which they were provided.

## 6. Confidentiality

- 6.1 Risk Support Services Ltd and the Client may during the course of this Agreement and in connection with the services obtain information relating to the other party which is not made available generally by that other party ("Confidential Information").
- 6.2 The receiving party shall:
- 6.2.1 Keep all Confidential Information confidential and not disclose it to any person (save as required by law); and
- 6.2.2 Use the Confidential Information only for the purpose for which it was provided and for no other purpose.

## 7. Data Protection

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This is in addition to, and does not relieve, remove, or replace, a party's obligations under the Data Protection Legislation.
- 7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and Risk Support Services Ltd is the Processor.
- 7.3 The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of personal data to Risk Support Services Ltd for the duration and purposes of this Agreement and Statement of Works.

## 8. Fees

- 8.1 Risk Support Services Ltd will provide a consultancy service as detailed in the Client's Statement of Works. Risk Support Services Ltd flexible approach allows the service provided to be tailored to suit the Client's requirements; needs of business and on an ongoing basis provide a programme for continual improvement.
- 8.2 The cost to provide a bespoke consultancy service will be detailed in the Client's Statement of Works. If not stated, VAT is applicable.

- 8.3 Risk Support Services Ltd payments terms are 30 days from date of invoice.
- 8.4 Risk Support Services Ltd request the Client sets up a Standing order to facilitate payment on or around the 15<sup>th</sup> of the month.

## 9. Payment

- 9.1 Risk Support Services Ltd shall invoice the Client on the basis set out in the Statement of Works or, if payment details are not set out, monthly in arrears.
- 9.2 The Client shall pay all submitted invoices no later than 30 days after they are received or at such other times as may be specified in the relevant Statement of Works.
- 9.3 The Client shall pay all invoices in full.
- 9.4 If the Client does not pay any invoice by the due date for payment Risk Support Services Ltd may, without prejudice to any other rights and remedies that it may have:
  - 9.4.1 Suspend provision of the services until payment in full including any interest is received; and/or;
  - 9.4.2 Charge interest on the sum outstanding at the rate set by the Late Payment of Commercial Debts (Interest) Act 1998.

## 10. Duration

- 10.1 This Agreement will commence when provision of consultancy services detailed in the Statement of Works have begun. Initial contract is 12 months with a rolling 3-month release clause, to ensure the Client does not allow a lapse in regards of its requirement towards health and safety.

## 11. Termination

Either party may terminate this Agreement by written notice (email/letter).

- 11.1 If the other party makes any voluntary arrangement with its creditors or enters into administration (whether or not pursuant to a court order) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or is deemed under Section 123 of the Insolvency Act 1986 to be unable to pay its debts or is dissolved and/or;
- 11.2 If the other party fails to remedy a material breach of the Agreement within 30 days of written notice identifying the breach and notifying of an intention to terminate; and/or;
- 11.3 If an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the party; and/or;
- 11.4 The other party threatens to cease to carry on business.
- 11.5 Without cause and for this notice to be effective 3 months from receipt of the written notice by the other party.

## 12. Force Majeure

Neither party shall be liable for any failure or delay or for the consequences of any failure or delay in performance of its duties if it is due to any event beyond its reasonable control including, without limitation, acts of God, war, protests, fire, flood, storm, explosion, an act of terrorism and national emergencies.

## 13. Personal Agreement

- 13.1 This Agreement is personal to Risk Support Services Ltd and the Client and neither of them shall assign any of their rights under this Agreement without the prior written consent of the other.
- 13.2 Risk Support Services Ltd may sub-contract part or parts of its obligations under this Agreement but shall remain liable for the performance of those parts that have been sub-contracted.
- 13.3 The parties do not intend any person who is not a party to this Agreement to have any rights under it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

#### **14. Entire Agreement**

This Agreement (together with any Statements of Works) constitutes the complete and exclusive agreement between the parties in respect of the subject matter to which it relates and supersedes all prior correspondence, agreements, and understandings.

#### **15. Notices**

- 15.1 Any notices that are required under this Agreement shall be in writing and shall be served on the relevant party at its registered office address (or trading address if applicable).
- 15.2 Notices may be served by:
  - 15.2.1 Personal delivery, in which case they shall be deemed to be served when delivered, or;
  - 15.2.2 First Class pre-paid post, in which case they shall be deemed to be served on the second Business Day after the day of posting.

#### **16. Resolution of Disputes**

If any differences or disputes arise between Risk Support Services Ltd and the Client in connection with this Agreement, they shall use all reasonable endeavours to resolve them by discussions between themselves, escalating the issues through their respective management structures up to their Chief Executive Officers if necessary.

#### **17. Changes, Variations and Waiver**

- 17.1 If either party wishes to propose a change to the services or any other provision of this Agreement, that party shall inform the other party of the proposed change and the parties shall work together to determine whether they are willing and able to agree the terms that are necessary to implement the change.
- 17.2 This Agreement may only be varied or any right under this Agreement waived by a written document signed by authorised representatives of both parties.

#### **18. Law**

This Agreement shall be governed by English law. The courts of England shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement

#### **19. Company Information**

Risk Support Services Ltd is registered in England and Wales. Reg. No. 09297505

Trading Address:

20-24 Faraday Road, Wavertree Technology Park, Wavertree, Liverpool L13 1EH

Registered Address:

DSG Chartered Accountants, Castle Chambers, 43 Castle Street, Liverpool L2 9TL

Telephone: 0330 332 7969

Email: [risk@risksupportservices.co.uk](mailto:risk@risksupportservices.co.uk)