



K&B Piling & Groundwork's Ltd



Contract for Consultancy Works.
Bushell Investment Group Business Services TA Safety Services Direct.

The agreement dated **18th October 2024** is between

1. The "Client" **K&B Piling & Groundwork's Ltd**
2. The "Company" "Bushell Investment Group Business Services Limited T/A Safety Services Direct" of:

Nationworld House, Noose Lane, Willenhall, WV13 3AP

Whereas

1. The Client wishes to benefit from certain skills and abilities of the Company and
2. The Company is willing and able to provide advisory services to the Client for the period contemplated by this agreement.

It is agreed as follows:-

1. The Company has offered and the Client has accepted an engagement, on the terms set out in this agreement, to provide independent safety advisory services ("the services") to the Client as detailed in the schedule at the end of this agreement.
2. The Company shall provide the services from **18th October 2024** for a period of **12 months** unless terminated during such period: -

In accordance with either clause 9 or 10.

3. The Company shall, when required, give to the Client or to such other person or persons who they might direct, such written or oral advice or information regarding the services as they may reasonably require.
4. The Company shall not; -
 - have authority to incur any expenditure in the name of or for the account of the Client unless the Company and Client shall have agreed, in advance in writing, to it being so incurred and a reimbursement arrangement is in place; or
 - hold itself out or permit any of its representatives to be held out as having any authority to do or say anything on behalf of, or in the name of, the Client unless the Company shall have consented in advance.
5. The Company is registered for Value Added Tax (VAT) which if appropriate and lawful will be added to any invoice submitted by the Company to the Client.
6. The Company shall not, without the consent of the Client, disclose or cause to be disclosed, or use at any time during or subsequent to this agreement, any secret or confidential information of the Client's or any of its customers, or any information relating to the business, financial or other affairs of the Client or any of their customers, except as required by the Company in connection with the Company's performance of the agreement or as required by law.
7. All notes, computer disks, memorandum, correspondence, records, documents and other tangible items made, or produced by the Company during the period of this agreement, which relate directly or indirectly to the business of the Client shall be, and remain at all times the property of the Company. Upon the termination or expiration of this agreement,

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the Company shall promptly deliver to the Client all such items which are in the Company's Company possession or control and which either belong to the Client or contain secret or confidential information as described in clause 11.

8. All intellectual property conceived or made by the Company in the course of providing the services shall belong to the Company.
9. This agreement shall terminate automatically at the end of the term without any requirement for notice or payment
10. The Client may terminate by written notice this agreement immediately if the Company:
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 - 10.1 shall have been in breach of any term of this agreement which, in the case of a breach capable of remedy, shall not have been remedied by the Company within 28 days of receipt of a legitimate written complaint from the Client specifying the breach and requiring its remedy; or
 - 10.2 shall have failed within a reasonable time to provide any one or more of the services after being instructed in writing by the company to do so;
 - 10.3 shall have been culpable of conduct which in the reasonable opinion of the Company has brought or is likely to bring the Client into disrepute or is likely to impair the Company ability to provide any of the services or to do so in any manner or at any time which the Client shall reasonably require of him.
11. This agreement is personal to the Client and the Company, and neither may sell, assign or transfer any duties, rights or interests created in this agreement without the prior written consent of the other.
12. The document contains the entire agreement of the parties. It may not be changed by oral agreement but only in writing signed by both parties.
13. This agreement shall be construed and take effect in accordance with the Laws of England and Wales.
14. The Company's standard Terms and Conditions for Consultancy (see attached) shall apply at all times.
15. The agreed fee for the provision of the advisory services detailed over is:
(£295.00) (Exc. VAT)

Services to be provided by the Company:

Safety Advisory Service, consisting of:

Email Advice and Support

Unlimited email advice from our Professional Safety Consultant through the provision of a priority email address. Response to all emails is usually made within 24 working hours of receipt (though often an immediate response can be provided). This will either detail the next stages with regards to what we are doing in relation to your enquiry or we will provide direct advice, including the provision of general guidance material (where applicable) in response to the enquiry made. Should you require bespoke material, additional charges will apply.

Email contact is available from 9.00am to 5.00pm, Monday to Friday, excluding Bank and public holidays and the days between Christmas and New Year. Email contact outside of these hours is provided on a discretionary basis

Telephone Advice

The above service is supplemented by the provision of a telephone advisory service. If you require a call back, the company reasonably endeavours to return calls within 4 hours (subject to our Consultants not being out on site, in which event it will be no later than the next working day) This service is available between the hours of 9.00am and 5.00pm Monday to Friday, excluding Bank and public holidays and the days between Christmas and New Year. (out of hours calls may be made in exceptional circumstances)

Where appropriate, the service will include initial opinion and advice our Consultant, but would not extend to cover any site work or extensive research.

Site Work can be provided at an additional cost.

Annual Review of Safety Policy

The Company will carry out an annual review of your Health & Safety Policy and provide recommendations as to any amendments/updates that are required.

All other policies can be provided on a chargeable basis.

Assisting with the Reporting of Accidents/Incidents to the HSE

If required the Company will provide assistance and documentation in preparing and filing the appropriate reports to enforcement agencies such as the HSE. This does not include on site investigation work which can be provided on a chargeable basis.

Use of the Company Name

Companies that have a valid **Safety Advisory Service** contract are entitled to use Company's name and associated information in support of tender submissions and in the demonstration of the availability of competent Health & Safety Advice and Support only. Should you cease with the Safety Advisory Service the client will not be permitted to use the Company's details any further.

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Discounted Consultancy Fees

Clients with a valid **Safety Advisory Service** contract are entitled to a discount of 10% on consultancy fees for any additional services that may be required.

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TERMS AND CONDITIONS FOR CONSULTANCY SERVICES

1 GENERAL

1.1 The Client's written acceptance of these terms and conditions and, where included, the associated proposal for Services, shall constitute a contract between the Client and Bushell Investment Group Business Services Limited T/A Safety Services Direct (referred to as Safety Services Direct hereafter), which contract will be subject to any terms and conditions stated in the proposal and these terms and conditions.

1.2 These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied upon by the Client, whether in negotiation or at any stage in the dealings between Safety Services Direct and the Client, with reference to any Services performed. The Company will not be bound by any other standard or printed terms and conditions furnished by the Client in any of its documents unless The Client specifically states in writing separately from such documents that it intends such terms and conditions to apply and Safety Services Direct acknowledge such notification in writing.

2 DEFINITIONS

The following definitions shall apply to these terms and conditions:-

2.1 "Company" shall mean Bushell Investment Group Business Services Limited T/A Safety Services Direct. (referred to as Safety Services Direct hereafter).

2.3 "Client" shall mean the person, firm, company or organisation for whom the Company is performing the services.

2.3 "Agreement" shall mean the contract referred to in Clause 1.#

2.4 "Services" shall mean the services to be performed by the Company in accordance with the proposal.

2.5 "Third Party" means any person other than the Company, The Client or their respective employees or agents.

3 PERFORMANCE OF SERVICES

The Company confirms that the Services will be performed with reasonable skill, care and diligence and in accordance with sound professional standards to the level generally followed by recognised Company's performing services of a similar nature.

4 COMPLIANCE WITH LAWS

4.1 This Agreement shall be governed by and construed in accordance with English law.

4.2 The Company shall in all matters connected with the performance of the Services and the Agreement observe and comply with, and shall require its personnel to observe and comply with, all statutes, statutory instruments, bye-laws and other regulations of any local other statutory/government authority or public body having jurisdiction.

5 CONFIDENTIAL INFORMATION

The Company shall keep confidential all information as to the business of the Client, which shall come or have come to the knowledge of the Company in the course of performing the Services, provided that this restriction shall not apply to any information which is, or legitimately enters, the public domain or is required to be divulged by law. Copyrights for all reports, documents and the like produced by the Company shall remain with the Company.

6 LIABILITY AND INSURANCE

6.1 Notwithstanding anything to the contrary contained elsewhere in this Agreement, the total liability of the Company under or in connection with this Agreement for any claim, whether in Contract or in Tort, in negligence or for breach of statutory duty or otherwise, shall be limited to the lesser of

- a) £100,000 (One Hundred Thousand Pounds); and
- b) Four times the value of our fee

provided always that any such liability of the Company shall be limited to such sum as the Company ought reasonably to pay having regard to the Company's responsibility for the same, on the basis that all other parties appointed or to be appointed by the client to perform any services in relation to the Works and/or the Project and all other parties providing design, management or financial services or labour or materials or plant or equipment for incorporation into the Works or the Project or executing the Works and/or the Project or any part thereof shall be deemed to have provided Contractual undertakings on terms no less onerous than those applicable to the Company in respect of the provision of their services or labour or materials or plant or equipment in respect of executing the Works and/or the Project or any part thereof and shall be deemed to have paid to the Client such contribution which it would be just and equitable for them to pay having regard to the extent of their responsibility for any loss or damage.

6.2 In particular but without prejudice to the generality of the foregoing, the total liability of the Company to the extent that such liability arises only from acts or omissions of the Company or its employees or agents under or in connection with this Agreement for any claim arising out of or in connection with pollution or contamination shall be limited to the lesser of:

- a) the direct costs incurred by the Client in cleaning up the site of the Works or any part or parts thereof; and
- b) the sum of £100,000 (One Hundred Thousand Pounds), or if lesser, the amount recoverable by the Company in respect of such claims under any Professional Indemnity insurance policy taken out by the Company.

6.3 Professional Indemnity Insurance cover is maintained on an "each and every" claim basis apart from claims arising from pollution or contamination where cover is maintained on an "aggregate" basis during each 12 month periods of insurance cover.

6.4 The Client shall indemnify and keep indemnified the Company from and against all claims, demands, proceedings, damage, costs, charges and expenses arising out of or in connection with this Agreement, the Works and/or the Project in excess of the liability of the Company agreed in Clauses 6.1 & 6.2 above, or which may be in respect of events occurring after expiry of the period of liability stated in Clause 6.5 below.

6.5 No action or proceedings under or in respect of these terms and conditions, whether in Contract or in Tort, negligence or for breach of statutory duty or otherwise shall be commenced against the Company following completion of the Services or other such period as agreed herein or elsewhere.

6.6 The Company has arranged Professional Indemnity Insurance cover for an amount of £100,000 (One Hundred Thousand Pounds) for each and every claim (other than for claims arising from pollution or contamination where such amount applies in the aggregate in each 12 month period of insurance cover).

6.7 The Company will use all reasonable endeavours to maintain cover for the period stated in clause 6.5 above, providing such insurance remains available to the Company at commercially reasonable rates.

6.8 The Company will accept no responsibility or liability for any loss or damage to the Clients IT systems, information or software resulting from the installation, attempted installation or use of any software product by the Company.

7 CLIENT RESPONSIBILITY

7.1 The Client shall supply, without charge and in such time so as not to delay or disrupt the performance of the Company in carrying out the Services, all necessary and relevant information, in his possession or available to him from his other agents or Company.

7.2 Should information not be supplied in good time no refund will be due to the client for services not be completed as a result of this failure.

7.3 The client shall ensure that all electronic data, information, software programmes and other computer systems are securely backed up prior to the installation, amendment or modification of any software or data by the Company.

8 ADJUDICATION

8.1 The parties shall attempt in good faith to settle any dispute by mediation.

8.2 Either the Client or Company may refer any dispute under the Agreement to adjudication in accordance with the Construction Industry Council Model Adjudication Procedure, which is hereby incorporated into the Agreement.

8.3 Records of evidence given and opinions expressed in mediation and adjudication proceeding shall not be admissible as evidence in any subsequent proceedings solely on the grounds that they were included in such records. Nevertheless, facts once established and agreed upon by the parties may be recorded and then accepted in later proceedings. No person appointed as mediator or adjudicator may be called to give witness thereon in any subsequent proceedings.

9 PAYMENT

9.1 In consideration for the Services performed under the Agreement, the Company shall be paid such amounts and at such times as are set out in the proposal or herein. All sums due from the Client to the Company in accordance with this Agreement shall be paid in advance of the work being

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- conducted, unless agreed otherwise in print. In this event payments must be made in the timeframe agreed. Failure to do so will result in debt collection processes being invoked and Safety Services Direct reserve the right to charge an addition 20% for non payment.
- 9.2 The Client may not withhold any payment after the expiry of the 28 day period from submission of invoice unless a Notice is given to the Company not later than 7 days before the due date, specifying the amount proposed to be withheld and the grounds for such action being taken. If any item or part of an item of an account rendered by the Company is disputed or subject to question by the client as above, the payment by the Client of the remainder of that account shall not be withheld on those grounds and the above payment terms shall apply to such remainder and also to the disputed or questioned item to the extent that it shall be subsequently agreed or determined to have been due to the Company following adjudication in accordance with clause 8.
- 9.3 The Company reserves the right by giving notice to the Client at any time before commencement of the Services, to increase the price of the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuations, currency regulation, alteration of duties, significant increases in the cost of labour, materials or other costs of manufacture), or any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.
- 10 DISCLAIMER**
- 10.1 The Company will accept no responsibility or liability for any document to any party other than to the Client by whom it was commissioned.
- 10.2 All documents prepared in connection with the Services are for use by the Client only in connection with the named project only. They should not be used by any Third Party except with the written agreement of the Company nor relied upon for any other project. The Company accepts no responsibility or liability for the consequences of any document being used by the Client for any purpose other than the purpose for which it was commissioned. Any person or Third Party using or relying on any document for such other purpose agrees, and will be by such use or reliance be taken to confirm his agreement, to indemnify the Company for all loss or damage resulting therefrom.
- 11 ASSIGNMENTS AND SUB-CONTRACTING**
- 11.1 The Company will perform the services using its own staff and Associates. However, the Company reserves its right to sub-contract the whole or any of the Services.
- 12 SAFETY ADVISORY SERVICES**
- The Company will provide telephone and email support to the client relating to General Health and Safety requirements. In accordance with the details set out in the specific contract for services.
- 13 SITE WORK**
- Site work is not included within the Safety Advisory Contract and should be purchased separately
If you have engaged Safety Services Direct to undertake any consultancy work on site and the subsequent visit is cancelled or postponed for any reason, the client will incur a charge no less than travel time of £120.00 + VAT per hour and 45p per mile travelled.
- 14 GENERAL**
- 14.1 If any part of these terms and conditions are found to be void and unenforceable, it will not affect the validity of the remaining aspects, which shall remain valid and enforceable according to its terms.