



- 1 **These terms:** These terms (our "Terms of Business") apply to all the work we do for you unless we agree otherwise in our Engagement Letter and until we give you written notice of a change to them. If there is any inconsistency between these Terms of Business and the terms of our Engagement Letter, the Engagement Letter will prevail. You will be considered to have accepted these Terms of Business and the Engagement Letter if you instruct us or receive advice from us after receiving them.
- 2 **Our advice and third parties:** Our services and advice are given on the basis of our experience and understanding of current practice, law, rules and regulations as at the date given. We are not obliged to update any advice we give unless we agree in writing to do so. Our advice is provided solely for the purposes of the engagement and solely to you our client. Without our prior written consent, our advice may not be used for any other purpose, or disclosed to any person other than your employees or agents who normally have access to your papers and records and your professional advisers (on terms that they will not make further disclosure). You will not quote or refer to us or our advice in any public document or communication without our prior written consent. Except in respect of a public document consisting of a letter issued by us, you will be solely responsible for any public document or communication and we do not and will not accept responsibility for or authorise the contents of (and shall not be represented as having accepted responsibility for or authorised the contents of), all or any part of any such document or communication for any purpose. Our duty of care is to you as our client and does not extend to third parties. No third party shall have any right to rely on or enforce any term of our agreement with you.
- 3 **Limitation of Liability:** Our aggregate liability in contract, tort or delict or under statute or otherwise, for any losses, damages, costs or expenses suffered or incurred by you arising from or in connection with this engagement, however caused, including by our negligence (but not by our fraud, fraudulent misrepresentation or the reckless disregard of our professional obligations) shall be limited to £3 million. This term shall not operate to exclude any liability which may not be excluded by law.
- 4 **IP rights:** Except as provided to the contrary by law, all intellectual property rights and documentation that we create or develop during the course of an engagement shall be our own absolute property.
- 5 **Information:** You will provide all information, authorisations and assistance we need for the purposes of our work. We will assume that all information you provide to us is complete and accurate unless you inform us otherwise in writing. We will not be treated as having notice, for the purpose of an engagement, of any information provided by any person to, or known by, any person (including any of our employees or agents) not directly concerned with that particular engagement.
- 6 **Electronic Communication:** We will communicate with and send documents to you and others by e-mail. We may also communicate with and make documents available to you and others by other forms of electronic communication. You accept the inherent risks of using electronic communication (including the security risks of interception of or unauthorised access to such e-mail, the risks of corruption of such communication and the risks of viruses or other harmful devices). As internet and e-mail communications are liable to data corruption we cannot accept responsibility for changes made after they are sent. For this reason it may be inappropriate to rely on advice contained in an electronic communication without obtaining written confirmation of it. You accept that you will be responsible for performing virus checks on your own systems.
- 7 **Fees and outlays generally:** Details of our charges and any special payment terms will be set out or referred to in our Engagement Letter. Unless otherwise agreed, we will issue invoices regularly and may issue monthly interim invoices during the course of our engagement. Our invoices are payable on presentation. If payment is not received within 30 days of delivery of the invoice we reserve the right to charge interest on the outstanding amount at the rate of 3% over the base rate from time to time of the Royal Bank of Scotland plc. In addition to our fees we will charge you and our invoice will include directly incurred outlays, significant postage, photocopying and stationery items and, where applicable, VAT at the appropriate rate. We may ask clients to make payments from time to time in advance (i.e. before we incur the costs) to meet anticipated fees or outlays. If there are any difficulties in meeting these requests promptly please let us know as soon as possible. If such requests for advance payments are not met or interim invoices are not paid, we reserve the right to stop working for you. We will look to you as our client for settlement of our professional charges. If another party takes responsibility for the payment of these (in whole or in part) but fails for whatever reason to settle these you will be responsible for settling them.
- 8 **Travel Expenses:** Travel expenses are charged at 45p per mile, or actual costs incurred of public transport and parking costs.
- 9 **Doctor Reports:** In some instances it may be necessary to obtain a GP or specialist report. If this is required then you will be informed beforehand and your agreement sought before engaging a doctor. Any cost of the report will be met directly by you.
- 10 **Confidentiality:** We will keep the information which you provide to us confidential except to the extent that you agree to allow us to disclose it in the Engagement Letter or otherwise, or we are required by law or by any persons responsible for regulating our business to disclose it or to the extent that the information otherwise becomes available to the public. You should be aware though, that under the Regulation of Investigatory Powers Act 2000 our e-mail system and internet may be subject to monitoring and recording by us.



My Occupational Health Limited Terms of Business

- 11 **Client Care:** We will provide you with a copy of our complaints procedure on request. We will examine any complaint promptly and do what we can to resolve the situation. If for any reason we are unable to resolve the matter you may use the complaints and redress scheme operated by the Nursing & Midwifery Council. Should you wish to do this we can direct you to the appropriate body for your matter.
- 12 **Conflicts of Interest:** We will not act for a client where our own interests conflict with those of the client. If in the course of our work a conflict arises or we consider that a conflict is likely to arise, we will let you know as soon as we become aware of the conflict and discuss the course of action required.
- 13 **Your documents:** We prefer to return original documents to our clients but reserve the right to store these if you do not instruct us to do otherwise or if we have to do this by law.
- 14 **Our right to retain funds, papers and property:** We reserve the right to retain funds, papers, documents and files belonging to you (irrespective of the work to which they relate) until all of the fees and outlays owed to us by you and your associates have been paid.
- 15 **Consumer Protection (Distance Selling) Regulations 2000:** If you are contracting with us as a consumer in a transaction where there is no physical contact between us and you, and we provide services to you within seven days of taking instructions from you, you will not have the right to cancel during the seven day "cooling off" period referred to in the Consumer Protection (Distance Selling) Regulations 2000. If therefore you have instructed us to make a commitment on your behalf, that commitment cannot be cancelled.
- 16 **Money Laundering:** We reserve the right to verify the identity of our clients and the source of funds used in matters upon which we advise. You accept that failure to provide us with all information we need to complete these checks promptly may adversely impact upon our ability to proceed and/or any previously agreed timetable.
- 17 **Termination:** You may terminate your instructions in writing at any time. We may stop acting for you where we believe there is good reason to do so. This may be the case if, for example, you fail to provide information that we need, you refuse (in extreme cases) to take our advice, your instructions conflict with our professional obligations, a conflict of interest arises, you do not pay our invoices on time or you do not comply with our request for a payment on account. If we terminate our engagement our accrued rights shall be unaffected.
- 18 **General:** If any of the provisions of our Engagement Letter or these Terms of Business is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected. We will not be liable for any delay in or failure to perform our obligations as a result of any cause beyond our reasonable control. Any variation of the terms of our engagement must be made in writing and will not be effective unless signed by each of us. These Terms of Business together with the relevant Engagement Letter form the entire agreement and understanding between us with respect to its subject matter and replace all previous arrangements and understandings between us with respect to the subject of this engagement, which shall cease to have any further force or effect. We reserve the right to assign our rights and/or obligations under our Engagement Letter to any business which is a successor to our current business.
- 19 **Governing Law and Jurisdiction:** Our agreement is governed by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our agreement and any matter arising from it.