



Terms and Conditions of Engagement – All Clients *Revised 12/12/2019*

Definitions:

OSM - Occupational Safety Management Ltd and its servants or agents

Client – Generally the business or person(s) invoiced for the work, the subject of the report or work undertaken or in the case of insurers, the insurance company, its policyholder and the intermediary (insurance broker) involved.

Fee – The fee quoted or invoiced for the task

Task – The work undertaken by OSM, including advice contained in verbal, electronic and written communications or reports.

Introduction

Occupational Safety Management Ltd (OSM) is an independent safety consultancy providing health and safety support to its clients, helping them to make the right decisions in this key area of business risk management. We aim to be practical and proportionate in formulating our recommendations. For certain clients we may report upon wider issues such as the management and security of property, products and pollution risks. The same terms and conditions apply for all tasks undertaken by OSM.

Service Provision

It is our desire to provide a first class, professional service in line with the client's expectations. We will agree with you, in advance of the commencement date, the scope of the work/task to be undertaken, agreed objectives, reasonable deadlines and our fee, which will only be varied subject to review with you.

It is unrealistic to expect that within the limitations of a one or two day audit/survey that every aspect of businesses operations can be examined in detail. We provide our clients with independent and impartial advice within the limits of time available, our knowledge and experience. Where we believe that further specialised advice is required to review a high risk activity this will be indicated.

At all times it remains the client's responsibility to manage risk, not OSM's.

Confidentiality

We respect our client's confidentiality and we will not discuss the detail of our reports, or other aspects of our dealings with clients, without the client's authority. We do however reserve the right to identify who we have undertaken work for or on behalf of for the purposes of establishing our experience, unless the client has specifically requested that we do not. We are more than happy to sign confidentiality clauses if required to do so.

Insurance Cover

OSM retains public liability and professional indemnity insurance cover. If you require evidence of this please advise.

Limits of Liability

Liability in relation to breach of contract is limited to the agreed fee for the task. In all cases the limit of liability will be the extent of insurance cover in place. If additional limits are required then these should be advised in advance.

Dispute Resolution

Disputes will be determined under the English legal system. Where agreement cannot be reached by negotiation, independent arbitration will be employed as the next stage in dispute resolution. Litigation will only be used in the last resort.

Payment

Invoices become payable upon receipt by the client. A reasonable period will be allowed for account clearance however there is no 30 or 60 day standard allowance and we reserve the right to charge for lost interest as well as reasonable administration costs to reflect the time expended in the recovery of unpaid debts.

These Terms and Conditions are effective for all clients from 12/12/2019 and supersede those revised 1/11/2011