



# Office **Compliance** Management

## 1. General Terms & Conditions

1.1. These General Terms & Conditions, together with the Project Plan (“the Project Plan”) constitute the Agreement whereby all Services supplied to you (“the Client”, “you”, “your” ), and work undertaken for you, shall be supplied and undertaken by OCM Group (“OCM”, “we”, “our” in accordance with these Terms & Conditions and the Project Plan.

Notwithstanding any contrary provisions, these Terms and Conditions supersede and take precedence over any other terms or conditions stipulated or referred to by OCM or by you at any time.

1.2. In these General Terms & Conditions the following words shall have the following meaning, unless the context otherwise requires:

1.3. “The Agreement” means the Project Plan and the Clients acceptance of the work.

1.4. “OCM” means OCM Group (company registered number 9009458 whose registered office is 12b Hall Annex, Newton Chambers Road, Sheffield, S35 2PH.

1.5. “Services” means the work, materials and/or services specified in the Project Plan.

1.6. “Intellectual Property” means intellectual property of whatsoever nature, including patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information, know-how and trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

1.7. “Rights” including copyright, patents, inventions, rights in know-how, confidential information and other trade secrets, unregistered designs, registered designs, database rights, rights in data trademarks and all registrations or applications to register any of the aforesaid in any part of the world;

1.8. “Project Plan” means a document issued by OCM, authorised by a representative of OCM, incorporating these General Terms and Conditions.

1.9. “Price” means the price of services and work undertaken outlined in the Project Plan.

1.10. “Client” means the person or company who accepts the Project Plan, details of which shall be set out therein.



# Office **Compliance** Management

1.11. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes and subordinate for the time being in force made under it.

## **2. Scope of Services**

2.1. Any statements (oral or written) relating to costs prior to the agreement in writing by OCM of the Project Plan are to be regarded as estimates only and do not form any part of an Agreement between OCM and the Client.

2.2. The Client must ensure the accuracy of all information supplied to OCM in connection with the Project Plan and the supply of Services. All information must be supplied by the Client that enables OCM to supply the Services in accordance with the Project Plan.

2.3. The Client is responsible for preparing the relevant premises for supply of the Services. The Client shall also provide OCM, its employees and contractors with access to your premises, office accommodation and other facilities as reasonably required by OCM under the Project Plan.

2.4. The Client must supply all health and safety rules and regulations and any security requirements that apply to their premises.

2.5. The Client must supply all necessary licences, permissions and consents which may be required before the date on which OCM is due to begin supplying services under the Project Plan.

2.6. Any variations to these Terms & Conditions must be agreed in writing and signed in advance by a director of OCM and by a representative of the Client.

## **3. Price & Payment**

3.1. The Price shall remain as stated in the Project Plan and shall not be subject to variation unless by prior agreement and confirmed in writing by a duly authorised representative of OCM.

3.2. Except otherwise agreed in writing, all price/charges are quoted in pounds sterling and are exclusive of VAT, which is payable as stated on the relevant OCM invoice.

3.3. All charges are payable by the Client within 30 days of the date of the relevant invoice. Should the Services provided cost you less than £250, we will require payment on the same



# Office **Compliance** Management

day as the services are supplied, and should you be unable to pay on same day, OCM will wait until payment is completed before issuing you with the relevant report and certificate.

3.4. OCM reserves the right at any time to suspend or cancel the supply of Services to you until any and all outstanding charges have been paid by you in accordance with these Terms and Conditions.

3.5. Unless expressly specified in the Project Plan, all charges payable in relation to appliance testing services supplied by OCM will be calculated on a per test basis.

3.6. The test charges do not include contingency costs. OCM reserves the right to charge the Client any costs that are incurred due to delay in the supply of services caused by the client. This includes the movements of items/materials, or any other difficulties caused by adverse circumstances not outlined in the Project Plan. The charges incurred will be based on the hourly rate per engineer, as set out in the Project Plan or otherwise notified by you.

3.7. OCM reserves the right to charge the Client additional sums for any additional reports and certificates that are required by you.

3.8. If any sum under the Agreement is not paid to OCM when due, then, without prejudice to the parties other rights under the Agreement, that sum shall bear interest from the due date until payment is made in full, both before and after any judgement at 8% per annum above the base rate of HSBC Bank Plc.

## **4. Liability & Indemnity**

4.1. In these Terms and Conditions, nothing shall limit or exclude OCM's liability for:

4.1.1. Death or personal injury caused by its negligence, or the negligence of its employees or contractors; or

4.1.2. Fraud or fraudulent misrepresentation; or

4.1.3. Breach of the terms implied by section 2 of the Supply of Goods & Services Act 1982 (title & quiet possession). OCM has public liability insurance cover of £10 Million GBP and Employers liability of £10 Million GBP



## Office **Compliance** Management

### 4.2. Subject to clause

4.2.1. OCM shall not be liable to the client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the contract including any losses that may result from a deliberate breach of the contract by OCM, its employees or contractors; and

4.2.2. In any event, OCM's total liability to the client in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of contract by OCM, its employees or contractors, shall not exceed the cost of a defective item or service (as at the date of Project Plan) or remedying the defect or service. You should notify OCM immediately in writing of any defect in any items or services supplied by OCM.

4.3. Except set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

4.4. If any of your directors, employees, agents, contractors or other representatives breach any of these Terms and Conditions or otherwise do anything or make any omission that causes OCM (or any of its employees or contractors) loss or damage, you will indemnify OCM against any and all losses, damages, costs and other liabilities suffered or incurred by OCM arising out of such act or omission.

4.5. If the supply of the Services in accordance with the Project Plan is affected in any way by any circumstances (of whatever nature) which are beyond the reasonable control of OCM, OCM shall inform you as soon as reasonably practicable of the nature and extent thereof. OCM shall not be liable to you for any delay in the performance of its obligations under the Project Plan or these Terms and Conditions due to any such circumstances. In such circumstances, OCM has the right (at its sole discretion) to delay or cancel supply of the relevant Services. If OCM cancels its contract with you in such circumstances, it shall be entitled to receive payment from you for any and all Services supplied prior to such cancellation and you agree that you shall have no claim or right of set-off against OCM arising out of any such cancellation.

4.6. This clause 4 shall survive termination of the Agreement.



# Office **Compliance** Management

## **5. The Company's Intellectual Property Rights**

.1. All Intellectual Property rights (“Intellectual Property Rights”) in or arising out of or in connection with the Services and items supplied shall be owned by OCM.

5.2. The Client acknowledges and accepts that, in respect of any third party's Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on OCM obtaining a written licence from the relevant licensor on such terms as will entitle OCM to license such Intellectual Property Rights to the Client.

5.3. The Client shall not use any such information for any purpose other than in accordance with these Terms and Conditions and the Project Plan.

5.4. Both the Client and OCM shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the other party, its employees or contractors, and any other confidential information concerning the other party's business or its products or its services which it may obtain.

## **6. Cancellation & Termination**

6.1. OCM reserves the right at any time and for any reason to terminate the Agreement in whole or in part by giving the Client written notice whereupon all work on the Agreement shall be discontinued.

6.2. OCM shall have the right at any time by giving notice in writing to the Client to terminate the agreement forthwith if:

6.2.1. The Client commits a material or persistent breach of any of the Terms and Conditions of the Agreement and/or the Project Plan; or

6.2.2. An order is made or a resolution is passed for the winding up of the Client, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the supplier; or

6.2.3. The Client is subject to bankruptcy; or

6.2.4. An order is made for the appointment of an administrator to manage the affairs, business property and assets of the Client, or documents are filed with a court of competent jurisdiction for the appointment of an administrator for the Client, or notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying



## Office **Compliance** Management

floating charge holder (as defined in paragraph 14 of Schedule B1 to the insolvency Act 1986); or

6.2.5. A receiver is appointed of any of the Clients assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Client, or if any other person takes possession of or sells the suppliers assets; or

6.2.6. If the Clients assets are subject to any analogous bankruptcy or insolvency event or to any distress or execution.

6.2.7. The Client ceases or threatens to cease to carry on its business; or

6.2.8. The financial position of the Client deteriorates to such an extent that in the opinion of OCM, the capability of the Client is not able to fulfil its obligations under the agreement that has been placed in jeopardy.

6.3. In the event that you cancel any services before OCM is due to supply or complete those services, you shall be liable to pay OCM:

6.3.1. A cancellation fee of £130.00 minimum or 50% of the estimated service cost, whichever is greater, in respect of PAT Testing, Emergency Lighting, Fire Alarm Testing, and Data Cabling services.

6.3.2. A cancellation fee of £150.00 or 50% of the estimated service cost, whichever is greater, in respect of Fixed Wire Testing/Periodic Inspection Reporting, Thermal Imaging, Fire Risk Assessments, DSE Risk Assessments, Health & Safety Risk Assessments, Fire Warden Training, Fire Awareness Training and Legionella Water Testing services.

6.3.3. A cancellation fee of £150.00 per engineer per day or a minimum of £80.00 and/or 50% of the estimated service cost, whichever is the greater, in respect of Electrical Maintenance services.

6.3.4. A cancellation fee of £50.00 minimum per call-out or 50% of the estimated service cost, whichever is the greater, in respect of Fire Extinguisher Servicing; and/or

6.3.5. A cancellation fee of 50% of the estimated service cost of advisory/consultancy work.

6.4. Cancellation or postponement on the day or with less than 48 hours' notice is subject to the cancellation fee as stated above.

6.5. Cancellation or postponement of any training courses, which include first aid training, AED training, fire warden training, manual handling and working at heights training, all



# Office **Compliance** Management

require 7 days' notice to postpone or cancel the course. Less than 7 days' notice will incur a cost of 50% of the value of the course.

6.6. Postponement of a confirmed booking is acceptable provided that OCM receives written notice 48 hours prior to the original agreed date of supply, for electrical works and assessments. The date to which the service is re-scheduled for must be mutually agreed and all postponed works are to be completed within 8 weeks of the original agreed date provided that OCM can reasonably supply the services in this period. Postponement made and carried over on 2 or more occasions shall not be re-scheduled unless otherwise agreed in writing with OCM and shall be subject to the cancellation fee in respect of each cancellation.

6.7. Upon termination by OCM in accordance with paragraph 6.1 and 6.2., you shall pay OT for all items and services supplied prior to such termination in accordance with the charging structure set out in the Project Plan, and you agree that you shall have no claim against OCM arising out of, or in connection with, any such termination. Such of these Terms and Conditions and such provisions of the Project Plan as expressly or by implication have effect after termination shall continue in full force and effect.

## **7. Force Majeure**

7.1. OCM will not be liable to the Client for failure to complete services or perform any of OCM's obligations for any reason beyond OCM's reasonable control including (but not limited to) war, strike, lockout, industrial disputes, fire, riots, explosions, natural disaster, terrorism, illness and death.

## **8. Confidentiality**

8.1. The Client shall keep in complete confidence all technical know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the supplier by OCM or its agents and any other confidential information concerning OCM's business or its products which the Client may obtain and the Client shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Client's obligations to OCM and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Client.





# Office **Compliance** Management

## 9. General

9.1. Nothing in these Terms and Conditions or in the Project Plan shall be deemed to constitute or create a partnership or agency relationship between us and you shall not do anything whereby OCM will or may be represented as your partner or agent.

9.2. Any personal data relating to the Client collected by OCM may be recorded electronically for the purposes of identification, billing and marketing/promotional activity and used in accordance with the Data Protection Act:

9.2.1. Personal data shall be processed fairly and lawfully by OCM and, in particular, shall not be processed unless-

9.2.1.1. At least one of the conditions in Schedule 2 is met, and

9.2.1.2. In the case of sensitive personal data, at least one condition in Schedule 3 is also met.

9.2.2. Personal data shall be obtained only by OCM for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with the purpose or those purposes.

9.2.3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.

9.2.4. Personal data shall be accurate and, where necessary, kept up to date by OCM.

9.2.5. Personal data processed for any purpose or purposes by OCM shall not be kept for longer than is necessary for that purpose or these purposes.

9.2.6. Personal data shall be processed in accordance with the rights of data subjects the Data Protection Act.

9.2.7. Appropriate technical and organisational measures shall be taken by OCM against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

9.2.8. Personal data shall not be transferred by OCM to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data

9.3. If any provision(s) of these Terms and Conditions or the Project Plan shall be found to be unenforceable or invalid, such provision(s) shall be deemed to be deleted and the





## Office **Compliance** Management

remaining provisions shall continue in full force and effect. Any other variation of these terms must be in writing signed by OCM and the client.

9.4. The fact that no action is taken by OCM against you in respect of any breach of these Terms and Conditions does not constitute a waiver of any subsequent breach of the same or any other provision of the Terms and Conditions or any of the rights of OCM in respect of the original breach.

9.5. These Terms and Conditions and the Project Plan constitute the entire contract between OCM and you and supersede any previous contract(s). A person who is not a party to the agreed scope of testing or these terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 (or otherwise) to enforce any of their respective terms.

9.6. The contract comprising these Terms and Conditions and the Project Plan shall be governed by, and construed in accordance with, English law.

9.7. Title to any goods, supplied by OCM to the Client shall not pass to the Client but shall be retained by OCM until payment in full for such goods has been made by the Client to OCM. Until such time as title of the goods has passed to the Customer:

9.7.1. OCM shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the OCM

9.7.2. For the purpose specified in 9.7.1. above, OCM or any of its agents or authorised representatives shall be entitled at any time and without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be:

9.7.3. OCM shall be entitled to seek a court injunction to prevent the Client from selling, transferring or otherwise disposing of such goods.

9.8. Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Client, and until such time as title in such goods has passed to the Client, the Client shall insure such goods to their replacement value & the Client shall forthwith, upon request, provide OCM with a certificate or other evidence of such insurance.

9.9. OCM or its operatives shall not use or disclose any information which is disclosed or otherwise comes into its possession under or in respect of this Agreement and which is of a confidential nature save as may be necessary for the provision of its services PROVIDED THAT this obligation shall not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title thereto or which is in or comes into the public domain



# Office **Compliance** Management

otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient or which the recipient is compelled to disclose to a court or other regulatory body having similar authority or pursuant to government, stock exchange or other regulations and OCM shall notify the Client in writing of the requirement and nature of such disclosure.

9.10. OCM warrants that it has ensured that all its employees who attend the Client's premises are aware of their obligations under this clause [9 ] and will indemnify the Client for all fees costs and expenses which the Client shall have incurred in pursuing rights and remedies as a result of the breach by OCM employees under this clause [9 ].

9.11. Where OCM subcontract any part of the services contained in this Agreement (or any other services additionally requested by the Client) it shall secure contractual obligations as to confidentiality and supply a copy of such contract terms to the Client if so requested.

## 10. Divisibility Clause

10.1. OCM may deliver by instalments in such quantities as it may reasonably decide; such instalments shall be separate obligations and no breach in respect of one or more of them shall entitle the Client to cancel any subsequent instalments or repudiate the contract between OCM and the Client as a whole.