

Terms & Conditions**Swain Safety Solutions Terms & Conditions – Updated January 2026****1. Definitions & Interpretations**

- 1.1 'Swain Safety Solutions Limited' is a registered limited company in England & Wales under registration number: 16939108, who can be interpreted as the service provider under these Terms & Conditions.
- 1.2 'Client' is any business or individual who has entered into a contract or made a purchase with Swain Safety Solutions Limited.
- 1.3 'Contract' is a combination of the provisions set out in these Terms & Conditions, the statement of Work, and where applicable the Client Credit Agreement.
- 1.4 'Statement of Work' is a document which will be issued by Swain Safety Solutions Limited, prior to the provision of services.
- 1.5 Client Credit Agreement is an agreement between Swain Safety Solutions and their client. The agreement enables clients to repay the cost of services after the service has been provided. (e.g., monthly instalments, etc)
- 1.6 'Website' means www.swainsafetysolutions.co.uk

2. Application

- 2.1 The contract between Swain Safety Solutions Limited & their clients shall be legally binding, once both parties are in agreement with all clauses and the client has provided Swain Safety Solutions Limited with a signed copy of the Statement of Work, and where applicable a signed copy of the Client Credit Agreement.
- 2.2 These Terms and Conditions apply to the Statement of Work issued prior to the provision of the services detailed within, and where applicable the Client Credit Agreement.
- 2.3 Clients are deemed to have accepted these Terms and Conditions once they have returned the Statement of Work, and where applicable the Client Credit Agreement, or from the date that services commence (Whichever is sooner)

3. Services

- 3.1 Swain Safety Solutions Limited will provide the services detailed below, in accordance with the contract agreed with both parties.
- 3.2 The contract applies to all services and goods provided by Swain Safety Solutions Limited, to its clients.

Swain Safety Solutions Limited, currently offers the following services:

- 3.3 Health and Safety Consultancy – Including, and limited to:
 - Competent Person Packages – Access to over the phone, bespoke advice on matters relating to Health and Safety Compliance, with the inclusion of any additional services detailed below, upon agreement with the client.

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- Management System Support – Creation and review of Health and Safety documentation, including Risk Assessments, Method Statements, Policies & Procedures.
 - Incident Investigation – Providing clients with an investigation report, cause analysis and action plan
 - Inspections & Audits – Providing clients with an inspection and/or audit report.
 - Management of Standards & Accreditations – Assisting clients with applications & recertifications.
- 3.4 Training – Delivered in-person, online or remotely, covering a wide range of Health and Safety topics.

4. Client Obligations

- 4.1 Clients shall provide Swain Safety Solutions Limited with access to exhaustive information, resource, properties, or any other, which we require to provide the agreed service.
- 4.2 Clients shall ensure that they have thoroughly read through all clauses & sections of the contract, are in agreement, and are able to meet their own obligations, without hindering Swain Safety Solutions Limited's ability to meet our obligation. Any concerns shall be raised to Swain Safety Solutions Limited Managing Director – Bradley Swain, prior to returning a signed copy of the contract.
- 4.3 Clients shall ensure that all the relevant stakeholders, and in any case their employees as a minimum, are aware and understands our obligations under the contractual agreement. Clients must ensure that stakeholder acts & omissions do not prevent our provided service, breaching Swain Safety Solutions Limited's obligation to them.

5. Fee's & Payment terms

- 5.1 The price of Swain Safety Solutions Limited services shall be outlined in both the Statement of Work, subsequent Invoice, and where applicable the Client Credit Agreement
- 5.2 Payment for services shall be made as per the Statement of Work – Upfront, on the day of the service being provided, or within 30 days of the invoice being issued unless the purchaser has opened a credit account, and has agreed to the terms & conditions of the credit agreement.
- 5.3 Invoices shall be paid within 30 days of the Invoice date, unless the Statement of Work, subsequent Invoice, and where applicable the Client Credit Agreement states otherwise.
- 5.4 Clients will indemnify Swain Safety Solutions Limited for any expense incurred as a result of Swain Safety Solutions Limited obtaining any services or products from a third-party, upon request from the client.
- 5.5 Clients shall ensure that all invoices are settled within the agreed time specified in the contractual agreement. Failure to make payment on time shall result in 'late

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payment interest', which will be charged at 8% per annum, plus the current base rate of the Bank of England, from the day after the invoice is due.

- 5.6 Should court proceedings be necessary for Swain Safety Solutions Limited to recover the sum of any unpaid invoice and late payment fee, the client shall indemnify Swain Safety Solutions Limited for any costs incurred. This shall include, but is not limited to court fees, time spent in attendance to court proceedings, and any travel, accommodation or other expense accrued.
- 5.7 Late payment interest may be waived at the discretion of Swain Safety Solutions Limited. Waiving a fee, does not set a precedent for future fees to be waived.

6. Cancellation & Amendment

- 6.1 Swain Safety Solutions Limited have the right to cancel or amend services, should unforeseen circumstances arise. In the event of a cancellation, any fee's paid for services not provided shall be reimbursed to the client.
- 6.2 Clients also have the right to cancel or amend services. However, fee's will apply as follows:
- More than 14 days before the service is scheduled: No fees apply.
 - 7-14 days before the service is scheduled: 25% of the fees payable.
 - 3-7 days before the service is scheduled: 50% of the fees payable.
 - 3 days before the service is scheduled: 75% of the fees payable.
 - 1 day or less, before the service is scheduled: 100% of the fees payable.

7. Termination

- 7.1 Swain Safety Solutions Limited may terminate the provisions of all services immediately, if a client has failed to pay their invoice, and reasonable steps have been taken to make contact and/or secure payment.
- 7.2 Under any other circumstance, either party may terminate the provision of services under the contractual agreement with 30 days written notice.
- 7.3 Prior to, or following a termination of contract, any outstanding debts & invoices shall be settled in full.

8. Intellectual Property

8.1 Swain Safety Solutions Limited reserves all intellectual property rights to any product produced for its clients.

9. Liability & Indemnity

- 9.1 Swain Safety Solutions Limited liability is limited to the total amount of payable service fee's under the contractual agreement.

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9.2 Swain Safety Solutions Limited is liable for losses or damages caused by its breach of the contractual agreement and/or negligence.

9.3 Under clause 9.2 of these Terms & Conditions, Swain Safety Solutions Limited shall not be liable for any loss of profit, loss of business, or business interruptions caused by a breach of the contractual agreement and/or negligence.

10 Data Protection

10.1 Swain Safety Solutions Limited will collect, store and process personal information in accordance with the General Data Protection Regulations 2018 (GDPR).

10.2 Swain Safety Solutions Limited shall only process data that is needed to provide services.

10.3 Swain Safety Solutions Limited will not share your personal information, without prior written consent from the client which the data is related to

11 Unforeseeable Circumstances

11.1 Neither party shall be liable for any delay or failure to meet their obligations, where such delay or failure is a consequence of a circumstance beyond either parties control. Examples of such circumstances include, but are not limited to:

- Action taken by the government
- War
- Terrorism
- Fire
- Storms.

11.2 In the event of such delay or failure persisting for more than a period of 60 days, either party may cancel or terminate any contract carried out under these Terms and Conditions

12 Governing Legislation

12.1 The Terms and Conditions prescribed are governed by the law in England & Wales.

13. Severability

13.1 If any provisions of this agreement is held to be invalid or unenforceable, such circumstances shall not effect the remaining provisions, which will remain in full force and effect.