



Terms and Conditions

Application and Entire Agreement

1. These Terms and Conditions apply to the provision of services detailed in our quotation (Services including Health and Safety, Fire Safety Management and Training) by KDJ Safety Services (KDSS) to the person/client/company purchasing our services.
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the contract) are the entire agreement between us.

Interpretation

3. A "business day" means any other day other than a Saturday, Sunday or bank holiday in England and Wales.
4. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
5. Words imparting the singular number shall include the plural and vice-versa.

Services

6. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including and specification in all material respects. We can make changes to the Services which are necessary to comply with any applicable law and safety requirement, and we will notify you if this is necessary.
7. We will use our reasonable endeavours to complete the performance of the services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
8. All these Terms and Conditions apply to the supply of our Services unless we specify otherwise.

Your Obligations

9. If possible, when carrying out a health, safety or fire visit evidence must be provided to support your procedures and processes to help us to provide the Services that have been agreed.
10. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section.

Fees

11. The fees (Fees) for the Services are set out in the quotation and are on a time and material basis.
12. The Fees are exempt VAT on all quotes. However, this may change in the future.

Cancellation and Amendments

13. We can withdraw, cancel, or amend a quotation if it has not been accepted by you, or if the Services have not started within a period of 14 days from the date of the quotation, unless the quotation has been withdrawn.
14. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
15. If you wish to amend any details of the Services, you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
16. If, due to circumstances beyond our control, including those set out in the clause below we have to make change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

17. We will invoice you for payment of the Fees on the invoice dates set on in the quotation.
18. You must pay the Fees due within 30 days of the date of invoice.
19. Late Payment. If you do not pay within the period set out above, we will charge you interest of 8%.
20. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with you.
21. Receipts for payment will be issued by us only at your request.

Termination

22. We can terminate the provision of the Services immediately if you:



- a. Commit a material breach of your obligations under these Terms and Conditions, or
- b. Fail to make payment any amount due under the Contract on the due date for payment; or
- c. Are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- d. Enter into a voluntary arrangement Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors.

Intellectual Property

23. We reserve all copyright and any other intellectual property rights which may subsist in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and Indemnity

24. Our liability under the Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
25. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
26. We are not liable in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
 - a. Any indirect, special, or consequential loss, damage, costs, or expenses: or
 - b. Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; other third-party claims; or
 - c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e. Any losses arising directly or indirectly from the choice of Services and how they will meet your requirements, or your use of the Services supplied in connection with the Services.
27. You must indemnify us against all damages, costs, claims, and expenses suffered by us arising from any loss or damage to any equipment caused by you or employees.
28. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by your negligence, or for any fraudulent misrepresentation, or for any other matter for which it would be unlawful to exclude or limit liability.

Data Protection

29. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the customer.
30. The parties agree that where such processing of personal data takes place, the Customer shall be the "data controller" and the Service Provider shall be the "data processor" as defined in the General Data protection Regulation (GDPR) as may be amended, extended and/or reenacted from time to time.
31. For the avoidance of doubt, "Personal Data", "Processing", "Data Controller", "Data Processor", and "Data Subject" shall have the same meaning as in the GDPR.
32. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these Terms and Conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
33. The Service Provider shall not disclose Personal Data to any third parties set out in these Terms and Conditions or to the extent required by the applicable legislation and/or regulation.
34. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
35. For any enquiries or complaints regarding data privacy, you can email: admin@kdjsafetyservices.co.uk



Circumstances Beyond a Party's Control

36. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

37. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
38. Notices shall be deemed to have been given:
- When delivered, if delivered by courier or messenger (including registered mail) during the normal business hours of the recipient.
 - When sent, if transmitted by email and a successful transmission report or return receipt is generated.
39. All notices under these Terms and Conditions must be addressed to the most recent address or email address notified to the other party.

Severance

40. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and Jurisdiction

41. These Terms and Conditions shall be governed by and interpreted according to the Law of England and Wales and all disputes arising under the Terms and Conditions (including non-contractual disputes and claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts).

Training Course Bookings & Requirements

42. All bookings made verbally must be confirmed in writing or e-mail.

Once a group booking has been accepted full payment remains payable irrespective of a minimum number attending on the day.

Early payment will secure your place on the course or group booking.

Payment for the training course attendance must be received in full 10 days before commencement date against our invoice, unless an official purchase order from the organisation is enclosed. No payment received then the course or training will not proceed.

Payment for the course must be received and cleared prior to the electronic certificate being released by KDJ Safety Services.

If payment is late, we will exercise our right to charge an 10% administration fee on production of a second invoice.

If the training course is booked with less than 10 days before commencement date, then payment is due immediately against receipt of invoice.

In the event of you cancelling with more than 10 days notice before commencement date, you will be entitled to a 50% refund only.

In the event of you cancelling with less than 10 days notice before commencement date, you will not be entitled to any refund. The full fee remains payable. On some training courses a deposit will be required.

If you arrive late or do not show for a course, we reserve the right to refuse to accept you for training if we feel you will gain insufficient knowledge or skill in the time remaining. The full course fee remains payable.

KDJSS reserves the right to cancel the course if, due to under-subscribed. A full refund of course fees will be made or a transfer to another suitable course will be offered.



Candidates attending a two-day Requalification course must be in possession of a valid First Aid at Work Certificate.

It is recommended that students wear casual/loose clothing, since the practical part of the courses requires considerable activity.

If a second certificate is requested after the course, then full payment is required prior to ordering.