

1. DEFINITIONS

In these conditions:-

- A. "The Client" means the addressee of the Proposal.
- B. "The Consultant" means CATS Limited or any sub-contracted personnel.
- C. "The Project" means the consulting work, the title, nature and scope of which are set out in the proposal.
- D. "The Proposal" shall mean the technical proposal as annexed to the Agreement and any supporting documents referred to thereon together with The Consultant's price estimate set out therein. Unless otherwise agreed in writing, "The Proposal" is valid for acceptance by the Client for a period 30 days from the date hereof and no longer. The Consultant's price is chargeable in accordance with Clause 5 below.
- E. "The Contract" means the Agreement formed between The Consultant and the Client.
- F. "Major Test Facility" means addition requirements / costs to fulfil project.
- G. "The Employer" means the Company who employ the employees. "The Employee" means the person's employed by the Company.
- H. "Ns-As-Ss-Chp-It" means Service;
 - i. "Noise assessment" (Ns) means assessment of the likely noise employees may be exposed to.
 - ii. "Audiometry/Spirometric" (As) means audiometric & spirometric screening (hearing or lung tests).
 - iii. "Custom Hearing Protection" (Chp) supply of custom moulded hearing protection.
 - iv. "Impression Taking" (It) means carrying out impression for custom hearing protection.
- I. "Special Conditions" means any resources exceeding the norm.

2. GENERAL

- (a). The conditions set out below shall, with the proposal, constitute the terms of the Contract. The Contract shall be formed by The Client returning to The Consultant a copy of the Proposal duly signed by or on behalf of The Client or a request and procedure of work to be carried out.
- (b). The Consultant reserves the right to change any conditions set out below, giving 7 days' notice to the Client.
- (c). The Client is responsible for assigning a person who is in-charge of the "Ns-As-Ss-Chp-It" program and notifying The Consultant of that person who is in-charge of the "Ns-As-Ss-Chp-It" program for the report to be sent to (a secure medical filling system is required for the audiometric/spirometric results).
- (d). Where the Client is sub-contracting the work out to the consultant, work to be carried out on behalf of another Employer. The Consultant will require the Employer to direct them on who is in-charge of the audiometric/spirometric screening program for the report to be sent to (notice prior to screening is required).
- (e). The Employer is responsible for, and advising their employee/s on; who will attend "Ns-As-Ss-Chp-It" program, all reasons why and the employees right to confidentiality and right of access to medical data (audiometric/spirometric are treated as medical data, as such a secure medical filling system should be put in place), as outlined in the HSE NI guidance [Controlling Noise at Work].
- (f). In respect to all Health & Safety Policies and Procedures the Client is solely responsible. The Consultant shall not be held liable whatsoever. The Client is responsible for notifying the Consultant on policies and procedures and assigning a person (when the risk is identified) to assist the Consultant. The Consultant (without prejudice to its other rights howsoever arising), shall upon their own judgement of the risk to their Health be entitled on the day to have sole discretion to or not to continue the work without loss of earnings agreed, The Consultant shall not be held liable whatsoever.
- (g). Custom Hearing Protection & or Impression Taking service;
 - i. The Consultant is responsible for the assessment (based on given information) of the employee, taking the impression and if required supplying of the end product. The Consultant (without prejudice to its other rights howsoever arising), shall not be held liable whatsoever for the lack of information, medical & non-medical on the condition of the employee. Be entitled on the day to have discretion to or not to carry out an impression without loss of earnings agreed. Sole responsibility lies with The Client, Employer & or The Employee only.
 - ii. The Manufacturer is solely responsible for the finished hearing protection/product according to Manufacturers specification & Certification.
 - iii. The Client is solely responsible on the choice of Hearing Protection, unless The Consultant is directed to assess for hearing protection. Where The Consultant assesses for hearing protection recommendation will be provided within a report, The Client is solely responsible on the choice of Hearing Protection based on the information provided.
- (h). In respect to all Procedures The Consultant shall not be held liable whatsoever for systems (equipment) computer or software failure either direct or indirect. The Consultant or Client is responsible for notifying either party. The Consultant shall try to rectify any problems arising from any failure. The Client shall be responsible for any fees incurred.
- (i). No other conditions or terms shall be incorporated in The Contract. An acceptance by The Client of an order of The Consultant shall be exclusively based upon The Consultant/s terms. The Consultant shall (without prejudice to its other rights howsoever arising), be entitled to reject hidden clauses within The Client/s Purchase Order or other documents/details.

3. CLIENT'S PROPERTY

- (a). The Consultant shall not be liable for any loss, destruction of, theft of or damage to items or property owned, leased or loaned by The Client and supplied to The Consultant in connection with The Project, except to the extent that the same can be shown to be due to negligent acts or omissions of The Consultant or anyone employed by them.

4. CONSULTANT'S PROPERTY

- (a). The Client shall be liable for any loss, theft of or damage to items or property owned, leased or loaned by The Consultant to The Client while the Consultant or anyone employed by them are not present on site in connection with The Project, except to the extent that the same can be shown to be due to negligent acts or omissions of The Consultant or anyone employed by them.
- (b). Taking into consideration "Special Conditions of the Client & their Client" The Client shall be liable Pre, Post & During the Project for any repercussions direct or indirect & or by 3rd Parties taken against the Consultant (Professionally & Personally), as a result the Client shall be liable for any Health, Wellbeing and or Reputation experienced, loss, destruction of, theft of or damage to items or property owned, leased or loaned or under any other circumstances for damages, consequential loss or loss of profits by The Consultant as a result.

5. PRICE

- (a). The price shall be exclusive of Value Added Tax. The Client is responsible for any VAT arising from the Contract and this will be payable at the date of payment as specified in Clause 6.
- (b). Subject to (d) and (e) below the price will be as stated in the attached Proposal.
- (c). Where the Client requests a quotation based on several days' work (3 or more); or a number of employees for the "Ns-As-Ss-Chp-It" program resulting in a quotation based on several days' work (3 or more). Then subsequently after commencing The Client instructs fewer number/s - day/s of working days' (3 or less), and or The Consultant is not provided with a completion date for the remainder i.e. within the same month! The Consultant shall (without prejudice to its other rights howsoever arising) be entitled to invoice either; for the full amount or revert back to the standard rate (standard rate to be advised) for work completed to date (same month).
- (d). Before carrying out any alterations or additions to The Contract, The Consultant shall advise The Client in writing of the estimated price and effect on the programme and completion date. The Client shall then have an opportunity to consider the said estimated price and effect and if acceptable will provide written authority within 14 days of the written notification to The Consultant for any alterations or additions to The Contract.
- (e). The Consultant reserves the right to vary The Price on the happening of any of the following:
 - i. Any increase in costs arising after submission of The Proposal and during the period of The Contract due to an increase in costs for the work specified due to factors outside The Consultant's control including without prejudice to the generality of the foregoing; changes in taxation affecting the services, purchase of additional equipment, bought out materials and consumables.
 - ii. Any variation in, delay, reduction in numbers attending per day, interruption or suspension of work due to instructions from or lack of information or decision on the part of the Client or any additional work caused by alterations in The Client's instructions.
- (f). The right to vary The Price under Clause 5(d) is not dependant on any authority given by The Client.
- (g). For new Client's The Consultant reserves the right to request payment before submitting the final report specified in Clause 6.

6. PAYMENT

- (a). All title remains solely the property of the Consultant until payment is received in full.
- (b). All payments will be made by The Client within 28 days of the date of The Consultant's invoice or (as clearly agreed by both parties only). The invoice date will commence from first day onsite. At the discretion of The Consultant payment may be required prior to the report being sent out to the Client. In the case of projects which extend beyond 1 month from the date of commencement, progress payments at monthly intervals may be required at the discretion of The Consultant.
For certain projects where major test facilities are required, a sum of 75% of the facility use may be payable in advance and will be non returnable in the event of cancellation by The Client. Custom Hearing Protection will require this sum before the item is sent for Manufacture.
- (c). Where any payment due has not been received by The Consultant 30 days after the date of an invoice, The Consultant shall (without prejudice to its other rights howsoever arising) be entitled to withdraw any discount applied as stated in the attached Proposal up to 31 days after the date of an invoice, then entitled to charge interest on the amount outstanding from the date of the invoice at a rate of 5% per month for the time being in force.
- (d). The Consultant shall (without prejudice to its other rights howsoever arising) be entitled to if payment is not received within 60 days to reclaim all documents and or instruct a Third Party to make collection immediately. The Client shall be responsible for any and all fees incurred and thus to be collected by the Third Party. In such cases specified, The Consultant shall not be liable or cover work submitted or the Data and information held within any report will be classed; NIL/VOID. All reports to be returned immediately.
- (e). Where as a result of Clause (c & d) payment has not been received for the Project carried out for the Client, and where the Client has sub-contracted to provide this work. The Consultant shall (without prejudice to its other rights howsoever arising) be entitled to retrieve the full sum from the "Owner/Main Contractor/Client".
- (f). In the case of projects terminated by either party after full discussion with the other party. The Client is responsible for paying in full within 14 days of the termination all payments due up to the date of termination and for any costs incurred after termination but which are incurred as a result of termination. The Consultant shall not be liable for any loss, destruction of, theft of or damage to items or property owned, leased or loaned or under any other circumstances for damages, consequential loss or loss of profits by The Client as a result of termination.
- (g). All payments shall be made by The Client in Sterling either to The Consultant by cheque or by mail transfer for the credit of (Bank details to be provided).

7. SUSPENSION

- (a). Work by The Consultant may be wholly or partly suspended and the time of such suspension may be added to the original period of The Project in the event of overdue payments, stoppage, delay or interruption of work during the period of The Project as a result of strikes, of the industrial location, other industrial disputes, breakdowns, accident, sickness, failure by The Client to give adequate instructions or approvals, or any cause whatsoever beyond the control of The Consultant.
- (b). The Client shall pay all accounts in full and shall not exercise any rights of set-off or counter-claims against invoices submitted.

