



**Terms and Conditions Applying to Goods & Services Offered by DDRC Professional Services Ltd (Pro-Services).**

**Between, DDRC Pro-Services Ltd, (The Company), and the company or individual for whom DDRC Pro-Services is working (The Client).** The Client and the Company agree and intend that when the Company agrees to undertake services to the Client it will do so in accordance with the Operative Provisions set out below:

**Operative Provisions: The Contract Works to be undertaken, Contract Works Price, Substitution and Associated Matters.** 1) The Contract for Services shall commence when the Company commences work for the Client and will terminate at a time agreed between the Company and the Client. 2) Where required the Company will supply the Client with a copy of the relevant certificate of Incorporation and VAT registration together with relevant bank details. 3) The duration of the Contract for Services is as detailed in the appropriate invoice. 4) The Company agrees to undertake the Services to the Client, how the Company fulfils its contractual obligations is a matter for the Company. 5) The Company agrees to undertake the Services in a professional manner at all times and undertakes the Services in the capacity of a specialist. 6) The Client shall not control, nor have any right of control as to how the Company is to perform the Contract Works. The Client recognises that the Company offers specialist services at a high level of expertise and as such the Company cannot be told how to perform the Contract Works. 7) The Company undertakes that it will devote such time, attention, skill and ability, as the Contract Works require. 8) The Company will use its own initiative in how the Contract Works are to be completed and will have flexibility as to the hours worked on location, but will nonetheless assist the Client by making all reasonable attempts to work within an overall agreed deadline, will observe Health and Safety regulations and will comply with all reasonable operational requirements relating to working hours and security. 9) Start and finish times are at the discretion of the Company within an overall programme of Contract Works which will be verbally agreed from time to time. 10) The Company its directors, employees or consultants are not obliged to seek permission from the Client to leave a location at any time. 11) The Company, may at its absolute discretion, send a substitute or delegate to perform the Contract Works. This right to send a substitute or delegate is unfettered and unlimited and agreement of the Client is not required in any circumstances, nor does notice of sending a substitute or delegate need to be given to the Client. 12) Where a substitute or delegate is sent by the Company, the Client shall have no contractual, financial or legal relationship with the substitute or delegate. The Company is solely responsible for arranging payment to the substitute or delegate and the substitute or delegate is answerable only to the Company. 13) The whole or part of this Contract for Services may be assigned or subcontracted to any third party at the sole discretion of the Company and the Client may not object. 14) The Company may, at its absolute discretion, utilise directors, employees or self employed persons in order to complete the Contract Works at its own discretion and may also utilise the services of employees or self employed persons in administration capacity. Such persons will be answerable solely to the Company and the Client shall have no contractual, financial or legal relationship with the hired assistance. Payments to the above persons will be the sole responsibility of the Company. 15) The Contact Price for the Contract Works will be negotiated and agreed as between the Client and the Company from time to



time. **16)** The Client will pay the Company's Contract Price (plus VAT if appropriate) in accordance with the agreed rates and solely against presentation of an invoice. **17)** The Client cannot require the Company to undertake the Contract Works at a different site or location from that verbally agreed at the outset of this Contract for Services. The Company may at its own absolute discretion agree to undertake the Contract Works at a different site or location from that originally agreed but reserves the right to renegotiate the price for the Contract Works. **18)** Both the Client and the Company agree that this is a Contract for Services essentially in respect of the specialist services only. **19)** The Company can benefit from its own sound management of the execution of the Contract Works by negotiating effectively and using hired assistance or substitutes at its own discretion, exploiting its reputation in the market place and by being proficient in the execution of the Contract Works. **Financial Risk: 20)** The Company will negotiate the price for the Contract Works and is obliged to honour any agreed price. **21)** Defective work by the Company, its directors, employees, consultants, substitutes or hired assistance will be corrected by the Company at its own cost or in its own time. **22)** The Company warrants that it is qualified to perform the services. **23)** The Company, its directors, employees or consultants will not be entitled to receive holiday pay or Bank Holiday pay or special absence pay under any circumstances. **24)** The Company, its directors, employees or consultants will not be entitled to receive sick pay in any circumstances. The Company will bear the cost of any health insurance scheme, which it may arrange at its own discretion. **25)** The Company will not be entitled to receive payment for cancelled Contract Works. **26)** This Contract for Services can be terminated to an agreed timetable with notice as specified. **27)** The Company is not entitled to partake in any grievance procedure and as an independent limited company is not entitled to any employment law rights. **28)** The Company acknowledges the volatility of the business and accepts that there is the financial risk of bad debts when operating as an independent business on its own account. **29)** The Client is not obliged to offer ongoing contracts or Contract Works to the Company nor is the Company obliged to accept such contracts or Contract Works if offered. The Company is not obliged to make its services available. Specifically both parties declare that they do not wish to create or imply any mutuality of obligations whatsoever, either during the course of this Contract for Services or during any period when Contract Works are not available. **30)** The Company accepts it has a legal risk in respect of public liability and will therefore pay the costs of such insurance premiums and maintain adequate cover at all times. **31)** During the term of this Contract for Services and for the following six years the Company will maintain adequate insurance cover in respect of professional indemnity with cover up to at least £5,000,000. **32)** The Client reserves the right to offset any losses sustained as a result of the Company's actions, breach or unsatisfactory performance, from the Company's fees. **33)** The Company will be responsible for bearing the costs of acquisition and maintenance of transport and the expenses of an accountant, business stationery and any other incidentals of being in business on its own account. **34)** The Company is not entitled to receive any company benefits or partake in any pension run by the Client. Pension provision may be made by the Company at its own discretion for its directors or employees. **Freedom of the Company to Undertake Other Works: 35)** The Company is free to undertake other Contracts for Services for other parties at any time before, after or concurrently with this Contract for Services. **36)** The Client acknowledges and agrees



that it does not have first call on the services of the Company and cannot require the Company to give the Client any priority over another Client. **37)** The Company may advertise its services in any way it sees fit and the Client shall not raise any objection. **38)** The Company may use a business trading name. **Confidentiality:** **39)** The Company undertakes that it and its directors, employees, consultants and substitutes shall keep in the strictest confidence all details of trade secrets and secret information which may come into its possession during the completion of the Contract Works. **40)** At the end of the term of this Contract for Services the Company undertakes to deliver to the Client or as directed by the Client all documents relating to the Contract Works. **41)** In the event of the Client supplying to the Company any material in which the Client owns the copyright or any other intellectual property rights the material will be supplied by the Client under a license which may be terminated by the Client on immediate notice, to use the same or any part thereof as the Client shall in its absolute discretion deem fit. **Taxation and National Insurance:** **42)** The Company as an independent business is responsible for its own (corporation) tax. **Business Organisation:** **43)** The Company will prepare invoices for all Contract Works undertaken, on a frequency agreed with the Client. **44)** The Company, being a business on its own account will have its own business stationery and business cards and will, if requested by the Client supply a specimen for the Clients records. **45)** The Company will at all times represent itself as an independent business and will in no circumstances represent itself or hold itself out as a servant or employee of the Client. The Company hereby acknowledges it is in business on its own account and is not part and parcel of the Client's business, or any other business. **46)** The Company will maintain at its own cost appropriate independent office accommodation, telephone system, mobile telephone, fax facility and e-mail facility. **Intention of the Parties:** **47)** Both parties agree and intend that this legal relationship is one of undertaking independent specialist services and specifically is not a relationship of master and servant or employer and employee. **48)** The Parties to this Contract for Services specifically confirm that "the circumstances" referred to in S75 4A(1)(c) of the Welfare Reform and Pensions Act 1999 and any related taxation legislation, either current or to be introduced, means "the circumstances" of this Contract for Services and no other Agreement or Contract. **Legal Advice and Other Matters:** **49)** Both Parties hereby acknowledge that they have had an opportunity to take independent legal advice before accepting this Contract for Services. **50)** Both parties acknowledge that their contractual relationship is governed by this Contract for Services as a legally binding agreement. **51)** Both parties acknowledge that this Contract for Services is the whole agreement governing the contractual relationship between them. **52)** Words referring to the masculine are to include the feminine. **53)** This Contract is governed by the laws of (England), (Wales), (Scotland), or (Northern Ireland), and subject to the jurisdiction of the (English, etc) Courts. **54)** Breach of any clause or clauses in this Contract for Services will not void or annul this Contract for Services as a whole in any circumstances. **55)** In the event of any dispute arising from this Contract for Services an independent solicitor or accountant will be appointed to arbitrate in the first instance. **56)** In the event that a transaction has taken place on-line (Internet) the customer will have the right to cancel within 14 days, and will be entitled to complete refund on return of goods (if applicable). **57)** For all on-line courses the Company will make every effort to respond to questions posed by students within 4 working days. **58)** The Company accepts no responsibility for any loss or



injury sustained by the adoption of any policies, procedures, practices or advice given; it is the responsibility of the individual client or client company to ensure the safety and appropriateness of any policies, procedures, practices or advice they choose to adopt.

In the case of the Company carrying out training services; these services will at all times be conducted in English; where necessary the Client remains fully responsible for all costs relating to adequate provision of appropriate language services to non English speaking candidates on the course or the provision of an interpreter the full cost of which (including expenses) will be the responsibility of the Client.

All goods, consumables and supplies remain the property of DDRC Pro-Services until paid for in full.