

TERMS AND CONDITIONS OF BUSINESS

Goods or services ordered from a member of PHSC plc Group are provided subject to the following Terms and Conditions:

1. Daily rates are revised annually and refer to a period not exceeding eight hours (including one hour for lunch), between 08:30 and 17:30. The minimum unit of chargeable time is half a day. A premium of 50% is charged for a unit of half a day. A premium of 100% applies to all work on a Saturday or Sunday.
2. The daily rate is exclusive of travel costs. Travel is charged at 55p per mile plus VAT.
3. Where it is agreed that overnight accommodation is necessary, this will be invoiced at cost.
4. Other reasonable costs incurred in fulfilment of a contract may be passed on, by prior arrangement.
5. PHSC shall be entitled to levy cancellation/postponement fees, per diarised consultancy/training day that has been cancelled or postponed, in line with the following scales:

Over four weeks' notice	-	10% of full fee
Three to four weeks' notice	-	25% of full fee
Above two but less than three weeks' notice	-	50% of full fee
One to two weeks' notice	-	75% of full fee
Below one weeks' notice	-	100% of full fee
6. Preparation time may be charged by prior arrangement. In the event of cancellation, the full cost of any agreed preparation time already utilised is chargeable in addition to any fee due under clause 5 above.
7. Training fees are inclusive of course handout materials for a maximum of fifteen delegates per day, and the use/hire of PHSC's training equipment (including training media where appropriate) unless specified to the contrary.
8. The Client undertakes to advise PHSC of any foreseeable risks arising from the Client's activities that may affect employees or agents of PHSC during the performance of a contract.
9. The Client undertakes to provide such facilities, instructions and information as necessary to enable employees and agents of PHSC to function without risk to safety or health, while on the Client's premises.
10. The Client undertakes to make prior notification of any special personal protective equipment that PHSC's employees may reasonably require during the performance of a contract.
11. Invoices are due for settlement within 28 days from the date of issue unless more favourable terms are specifically agreed. PHSC shall be entitled to contractual interest at a rate of 1% per week (compound) on outstanding amounts, after giving due notice. Invoices for training courses, where issued before the event, are due for settlement before the date of the course and the delegate(s) may be refused attendance until such time as payment has been received.
12. Unless expressly stated to the contrary, all correspondence, reports and training notes etc. remains PHSC's copyright. The Client shall only be entitled to copy (in whatever media) such material for internal use as sanctioned by PHSC.
13. In connection with work activities, PHSC may hold information relating to named individuals in various media. Such data will be used in accordance with the purposes for which PHSC is registered under the General Data Protection Regulations 2018. The clients name may be used for promotional purposes but such reference will not include the name of individuals.
14. Electronic communications are capable of alteration or corruption and therefore we accept no responsibility for changes to such communications after dispatch. We do not accept responsibility for any problems arising through the use of material provided electronically, and all risks relating to the continuing integrity of the content are borne by you. Reports sent or filed this way are sent on this basis. If you do not agree to accept this risk, you must notify us in writing that only written reports are acceptable.
15. Except where there are statutory provisions to the contrary, PHSC shall be entitled to destroy all material (including paper and electronic records) relating to work carried out: for a current Client, after a period of two years; and in the case of a Client who has commissioned no work within the previous twelve months, upon the expiry of that period.
16. If an existing or former employee of PHSC is directly or indirectly engaged by a Client in any capacity within 12 months of carrying out a consultancy or training assignment for the Client, the Client shall be liable to pay an Engagement Fee equivalent to 20% of annual salary.