

TERMS & CONDITIONS OF SUPPLY – Kennedy Health & Safety Group LTD

Definitions / Explanations

The “supplier” or “us” or “we” is Kennedy Health & Safety Group Limited.

The “client” or “you” is the purchaser of goods and / or services from Kennedy Health & Safety Group Limited .

Supplier Quotation

The supplier quotations are valid for 4 weeks from the date of the proposal.

The quotations are based on the information provided.

Additional work, meetings or information requested outside of the agreed scope, by the client and not agreed with the supplier will incur an additional charge.

Quotes for consultancy work are based on one site visit, unless stated in writing in the quotation. If another site visit will be required it is the duty of the client to inform the supplier as an additional charge may be necessary.

Where a quote needs to be amended, a brief documented follow up email or letter on billhead paper with the amended figure may be sent to the client to save repetition of the same quote details being sent again, however with the exception of the price alteration all other details specified in the original quote remain. The supplier does not issue quotes over the phone. All quotes are recorded by email / written correspondence on billhead paper.

VAT

VAT at the standard rate of 23% is charged by the supplier on all consultancy services.

Supplier Payment Terms

Unless otherwise agreed with the client in advance of proceeding, the following payment terms apply:

General Consultancy Work: Payment is due before client receives documentation.

In House Training: Payment due on receipt of training with certificates only released on receipt of full payment.

The supplier reserves the right to add interest at their discretion in line with Directive 2011/7/EU. There is a minimum interest charge of €40.00.

Specific Reliance on Client



The supplier relies on the client to provide advance notice (preferably 14 days) of any information in relation to their activities for either training or consultancy purposes which the supplier would not ordinarily face with a standard every day client or where the supplier may have to make certain preparations to ensure a quality service can be delivered.

The supplier services are based on the information provided by the client. Where appropriate and in advance of any site visit the client should ensure that all appropriate areas will be fully accessible to the Supplier's representative when on site. If any areas are misunderstood or the client is unsure they should make the supplier aware immediately and we will address any concerns without delay.

The client must recognise that all services completed with legal compliance and our interruption of legal compliance such as reports and information cannot be altered in any way.

Ongoing Support / Advice

This service is subject to fair usage.

Cancellation Charges

The client must cancel confirmed bookings provided by the supplier at least 24 hours in advance of the booked time, otherwise a cancellation fee up to 100% may apply to cover the costs of short notice cancellation.

Documentation Based Work

Any risk assessments conducted (if applicable) are general risk assessments required under Section 19 of the Safety, Health and Welfare at Work Act 2005. This does not include more specific risk assessments as required other regulations, unless specified.

Documentation is based solely on the information provided to us. If we have misunderstood any items or if any additional information is required then we rely on the client to bring this to our attention for rectification.

The supplier will take on board any amendments as suggested by the client free of charge provided such queries are emailed together at the one time, are reasonable and are received within a 4 week timeline from the date the documentation was sent on.

The supplier can send on documentation solely by email, or in some cases by both email and paper copy if a specific request by the client is made.

If amendments to documentation are made after the work has been submitted and approved by the client, then a further consultancy fee may apply depending on the volume of work required.

Confidentiality



The supplier will retain consultancy documentation and training records in the strictest of confidence.

Quotations or correspondence of any type issued by the supplier must not be divulged by the client to any third party without the prior written agreement of the supplier.

The supplier retains a right of reply where any negative or critical comments are made by the client.

Intellectual Property

The supplier's intellectual property including but not limited to, documentation, data, materials and any additional information in the possession of the client is protected with all rights reserved to the supplier and may not be copied or altered in any way without the prior written agreement from the supplier.

All documentation is issued in a non-editable format.

The Supplier does not issue Power Point Presentations to the client.

Limitations of Liability

Our services are undertaken by professionals and are intended to be as accurate as possible. The client irrevocably agrees that the supplier limits any liability for any damages arising out of services provided including the use or inability to use the materials provided by the supplier. The limitation of liability is the value of that specific project or task undertaken by the supplier for the client and the sum should not exceed €1000.00 excluding vat where vat is appropriate.

Use of Suppliers Consultants and Trainers

The client may not under any circumstances attempt to engage any supplier Consultant and or Trainer directly and the client accepts unconditionally that all work undertaken by that Consultant / Trainer will be on behalf of the supplier.

Termination of Commercial Relationship Between Supplier and Client.

The supplier has the right to terminate the commercial relationship between itself and the client without notice in the rare occurrences where unreasonable behaviour occurs on behalf of the client.

Such behaviour includes but is not limited to: intimidation, interference, bullying, and / or harassment, aggressive and / or threatening behaviour, inappropriate behaviour etc.

Complaints Procedure

Should you wish to complain then there are a number of ways to do so.

Call our offices + 353 01 5143920

Email us: mail@kennedysafety.ie

Registered Offices: 13 Adelaide Road, Saint Peter's, Dublin, D02 P950, Ireland.

Ireland Website: www.kennedysafety.ie | Email: Mail@kennedysafety.ie | Phone: (01) 5143920.

Registered Company Republic of Ireland Number: 543557 | **Vat Registration Number:** IE 3337263RH



Write to us:

Kennedy Health & Safety Group Ltd,
13 Adelaide Road,
St. Peters,
Dublin 2,
Ireland.
D02P950.

We will endeavour to respond to all complaints in a timely manner and within 7 days where possible. In the rare occasion where this is not possible we will provide an explanation explaining the delay and an estimate to when a response can expect to be received.

Jurisdiction

These terms and conditions shall be governed by and construed in accordance with Republic of Ireland Law and the supplier and client irrevocably agree that the courts of the Republic of Ireland will have exclusive jurisdiction to settle any dispute or claim which arises out of or in connection with this agreement or its subject matter or formation including but not limited to disputes or claims which arise outside of this agreement.

Amendments to Terms and Conditions

The supplier reserves the right to alter the terms and conditions without notice.