

If you have any queries about our services, please get in touch as soon as possible and we will do our best to help.

## 1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Event Outside Our Control:** is defined in clause 8.2;
  - (b) **Order:** your order for Services as agreed in writing between us;
  - (c) **Services:** the services that We are providing to you as set out in the Order;
  - (e) **Terms:** the terms and conditions set out in this document; and
  - (f) **We/Our/Us:** Neal John Cameron, trading as DSE Scotland, 23 Maitland Road, Kirkliston EH29 9AR.
  - (g) **Workstation Assessment Documentation:** Our DSE risk assessment checklist, Seated Posture handout and Use of Portable DSE guidance document.
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

## 2. OUR CONTRACT WITH YOU

2.1 These Terms will become binding on you and Us when We confirm to you in writing that We are able to provide you with the Services, at which point a contract will come into existence between you and Us.

## 3. CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how We accept payment from you;
- (b) changes in relevant laws and regulatory requirements.

3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 9.

3.3 You may make a change to the Order for Services at any time before the start date for the Services by contacting Us. Where this means a change in the total price of the Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 9.1 in these circumstances.

3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 9.

## 4. PROVIDING SERVICES

4.1 We will supply the Services to you from the date agreed between Us in writing until the estimated completion date.

4.2 Where We offer or advertise free services (including but not limited to 'free initial consultations' or 'free post-training support' (for example, to attendees on our DSE Assessor Training courses) for the avoidance of doubt these free services only apply to consultations provided or queries made over the telephone or by e-mail. Consultations or advice given in person may also be provided free of charge but only in situations where We deem it to be appropriate or necessary. We will use Our best endeavours to provide such free services within a reasonable period of time, but provide no guarantees as to minimum or maximum response times. We reserve the right to charge for services which would normally be free in these circumstances: (i) should your support needs become (in Our sole opinion) too onerous or excessive; (ii) if post-training support is requested more than 1 calendar year after the date of training; and/or (iii) where attendees on our DSE Assessor Training courses carry out (or go on to carry out) assessments on a commercial basis.

4.3 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside

Our Control. See clause 8 for Our responsibilities when an Event Outside Our Control happens.

4.4 Where We need certain information from you that is necessary for Us to provide the Services, for example, contact details of persons to be assessed, We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 4.4, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.

4.5 We may have to suspend the Services if We have to make improvements to the Services, agreed between you and Us in writing. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 4.5 but this does not affect your obligation to pay for any invoices We have already sent you.

4.6 If you do not pay Us for the Services when you are supposed to as set out in clause 6.3, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 6.5). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 6.4.

4.7 For the avoidance of doubt, We own the copyright and any and all other intellectual property rights attaching to anything We have produced and supplied to you in connection with the Services.

4.8 Unlimited future use of our Workstation Assessment Documentation (as offered to attendees on our DSE Assessor Training courses):

- (a) is conditional on full payment of any invoices we have sent to you;
- (b) is for the sole purpose of carrying out workstation assessments in the future, and must not be used in any other way without Our express written consent; and
- (c) applies only to the versions of documents which are provided on the day of training.

4.9 Workstation Assessment Documentation (and our DSE Assessor Guidance note) must not be published, shared with, or offered to any third party without Our express written consent.

## 5. IF THERE IS A PROBLEM WITH THE SERVICES

5.1 In the unlikely event that there is any defect with the Services:

- (a) please contact Us and tell Us as soon as reasonably possible;
- (b) please give Us a reasonable opportunity to remedy any defect; and
- (c) We will use every effort to repair or fix the defect as soon as reasonably practicable. You will not have to pay for Us to remedy any defect with the Services under this clause 5.1.

5.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

**6. PRICE AND PAYMENT**

6.1 The price of the Services will be confirmed in writing as part of your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.

6.2 We will normally invoice you for the Services after the Services are completed but reserve the right to issue invoices before or during performance of the Services. You must pay each invoice in cleared monies within FOURTEEN calendar days of the date of invoice by electronic funds transfer to Our nominated bank account detailed on Our invoice. Where invoices relate to DSE Assessor Training, full payment is required prior to the course date. In the event of non-payment We reserve the right to cancel an attendee's place on a public course, or the entire training event in the case of in-house courses.

6.4 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the Bank of England Bank Rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

6.5 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 6.4 will not apply for the period of the dispute.

**7. OUR LIABILITY TO YOU**

7.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable at the time we entered into this contract.

7.2 If We are providing Services in your property, We will make good any damage to your property caused by Us in the course of performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of performance of the Services by Us.

7.3 Notwithstanding Clauses 7.1 and 7.2, We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.4 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

**8. EVENTS OUTSIDE OUR CONTROL**

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

8.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including but not limited to strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, or severe weather event, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

8.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended

for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

8.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 9. We will only cancel the contract if the Event Outside Our Control continues for longer than two weeks in accordance with Our cancellation rights in clause 9.

**9. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

9.1 Before We begin to provide the Services, you have the following rights to cancel an Order for Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 3.1 to your material disadvantage:

- (a) You may cancel any Order for Services at any time before the start date for the Services by contacting Us. We will confirm your cancellation in writing to you.
- (b) If you cancel an Order under clause 9.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- (c) However, if you cancel an Order for Services under clause 9.1(a) and We have already started work on your Order by that time (including commencing travel to your place of business), you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

9.2 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least fourteen calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.

9.3 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

- (a) We break this contract in any material way and We do not remedy the situation within five working days of you asking Us to in writing;
- (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
- (c) We change these Terms under clause 3.1 to your material disadvantage;
- (d) We are affected by an Event Outside Our Control.

9.4 Notwithstanding the above, where the Services relate to DSE Assessor Training and you choose to cancel the Order the following cancellation charges will apply, depending on the amount of notice received (calculated in Calendar days between the date you notify Us and the date of training). If you have already paid the relevant invoice in full, We will refund you the appropriate amount. If you have not yet paid the relevant invoice, We will issue a revised version.

| notice of cancellation | cancellation charge |
|------------------------|---------------------|
| 28 days or more        | no charge           |
| 16–27 days             | 25% of course fee   |
| 8–15 days              | 50% of course fee   |
| 0–7 days               | 100% of course fee  |

## 10. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

10.1 If We have to cancel an Order for Services before the Services start:

(a) We may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.

(b) If We have to cancel an Order under clause 10.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you. In the case of DSE Assessor training, we will offer you another mutually convenient training date as an alternative to a full refund. We cannot meet any consequential losses.

(c) Where We have already started work on your Order for Services by the time We have to cancel under clause 10.1(a), We will not charge you anything and you will not have to make any payment to Us.

10.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least fourteen calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

10.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if: (a) you do not pay Us when you are supposed to as set out in clause 6.3. This does not affect Our right to charge you interest under clause 6.4; or (b) you break the contract in any other material way and you do not correct or fix the situation within five working days of Us asking you to in writing.

## 11. INFORMATION ABOUT US AND HOW TO CONTACT US

11.1 We are a sole trader established in Scotland. Our address is 23 Maitland Road, Kirkliston EH29 9AR.

11.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning (0131) 335 3689 or by e-mailing Us at [info@DSEscotland.com](mailto:info@DSEscotland.com).

11.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to DSE Scotland at 23 Maitland Road, Kirkliston, Edinburgh EH29 9AR or [info@DSEscotland.com](mailto:info@DSEscotland.com). We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

## 12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 We will use any personal and/or business information you provide to Us to:

- (a) provide the Services;
- (b) process your payment for such Services; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

12.2 We are obliged to provide the names of attendees who successfully complete our DSE Assessor Training course to the accrediting body, the Institute of Ergonomics & Human Factors ([www.iehf.org.uk](http://www.iehf.org.uk)). No other personal or identifying information is supplied to the IEHF.

12.3 Save as provided in 12.2 above or as otherwise agreed between Us, We will not give your personal and/or business data to any third party.

## 13. OTHER IMPORTANT TERMS

13.1 We may transfer Our rights and obligations under these Terms to another person or organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

13.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

13.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

13.5 These Terms are governed by Scots law. You and We both agree to submit to the non-exclusive jurisdiction of the Scottish courts.