

Vocational Rehabilitation Terms and Conditions

1. Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (Conditions).

Agreement means this agreement on these terms and conditions and any associated schedules or referral forms

Business Day means a normal working day in England excluding weekends and bank and public holidays

Call-Off Schedule means Vocational Rehabilitation Referral Form, to be completed by the parties following agreement on the provision of any Services

Client refers to an individual nominated by the Customer with whom the Supplier is to contract and work

Contract means the Order Confirmation and these Conditions;

Confidential Information means all information obtained in connection with the discussions leading up to or in the performance of this Agreement in whatever format or media obtained (and whether verbal or written) which is marked or notified to the recipient as being confidential, or which in the normal course of business would be considered to be of a confidential nature

Customer refers to the party commissioning the initial and any subsequent reports to the Supplier

Effective Date means the date stated in the Vocational Rehabilitation Referral Form

List of Particulars means the List of particulars referring to representative contacts from each party and invoice billing address as set out in the Vocational Rehabilitation Referral Form

Staff means the provided by VOCA-VR Ltd to perform the Services

Designation(s): the agreed form(s) of wording set out in clause 5.1.2 Order Confirmation

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form

Term means the term of this Agreement as set out in Clause 7

Order Confirmation: the Vocational Rehabilitation Services Order Confirmation entered into by the Supplier and the Customer

Pre-existing Materials: all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of the Contract including computer programs, data, reports and specifications

Services: means the services to be performed by VOCA-VR Ltd set out in Service descriptions on VOCA-VR.co.uk website and as updated by VOCA-VR Ltd from time to time, as agreed by the parties in writing from time to time

The Supplier refers to VOCA-VR Ltd of 4a Guildhall Hill, Norwich. NR2 1JH whose email address is contact@voca-vr.co.uk

VAT: value added tax currently not chargeable under English law for the time being and any similar additional tax.

1.2 Any reference to a "Clause" or a "Schedule" is a reference to a clause or a schedule to this Agreement; and

1.3 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the Schedules, the terms and conditions of this Agreement shall take precedence.

1.4 Words defined in the Order Confirmation shall have the same meaning in these Conditions, unless expressly provided otherwise.

1.5 Headings in these conditions shall not affect their interpretation.

1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.7 Except where provided otherwise, a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.8 A reference to writing or written includes faxes and e-mail.

1.9 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.10 References to conditions are to the conditions of the Contract.

2. Application of Conditions

2.1 These Conditions shall:

2.1.1 apply to and be incorporated into the Contract; and

2.1.2 prevail over any inconsistent terms or conditions contained, or referred to, in any Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by law, trade custom, practice or course of dealing. To the extent that there is any inconsistency between the provisions of these Conditions and the Order Confirmation, the provisions of the Order Confirmation shall prevail.

2.2 The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Supplier, constitutes an offer by the Customer to purchase the Services on these Conditions. No offer placed by the Customer shall be accepted by the Supplier other than:

2.2.1 by Supplier and the Customer executing the Order Confirmation; or

2.2.2 (if earlier) by the Supplier starting to provide the Services, when a contract for the supply and purchase of the Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Contract.

2.3 Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of thirty days from its date, provided that the Supplier has not previously withdrawn it.

3. Commencement and Anticipated Delivery Date for the Report

3.1 At the time of entering into the Contract, the Supplier shall provide the Customer with an anticipated delivery date for the Report. This will, subject in all cases to condition 4.2 of these Conditions, usually (but not always) be within 21 days after the Supplier has received written consent from the client.

4. Supplier's Obligations

4.1 The Supplier shall use reasonable endeavours to provide the Services to the Customer, in accordance in all material respects with the Order Confirmation.

4.2 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Customer's or the Client's premises and that

have been communicated to it under condition 5.1.2, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

5. Customer's Obligations

5.1 The Customer shall:

5.1.1 co-operate with the Supplier in all matters relating to the Services;

5.1.2 provide to the Supplier, in a timely manner, such information and materials as the Supplier may reasonably require in connection with the Services and ensure that all such information and materials are accurate in all material respects;

5.1.3 where the Services are being undertaken at the Customers' premises:

5.1.3.1 provide the Supplier, its agents, subcontractors, consultants and employees with access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier, in a timely manner and at no charge;

5.1.3.2 be responsible (at the Customer's own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Supplier of all of the Customer's obligations and actions under this condition; and

5.1.3.3 Inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply;

5.1.4 ensure that all Customer's equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements and that no damage is caused to the Supplier's equipment as a result of the Customer's equipment being defective or unsuitable

5.2 The Customer shall provide and/or make available the Customer's equipment, free of charge, to the extent that the Supplier reasonably requires the same in order to be able to perform the Services.

5.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

6. Services

6.1 From time to time throughout the term of this Agreement, the parties shall agree the Services that the Supplier shall perform by completion of Call-Off Schedules. Following agreement on each Call-Off Schedule, the parties shall agree by telephone or e-mail the times when the Services will be performed and the Supplier shall perform the Services in accordance with the Call-Off Schedule.

6.2 The Supplier shall, during the term of this Agreement, be the exclusive supplier of the Services to the Customer.

7. Term

7.1 This Agreement shall commence on the Effective Date and shall (subject to earlier termination in accordance with this Agreement) continue thereafter until terminated by either party by giving 4 weeks written notice



8. Contract Review Meetings

8.1 The parties shall each designate a representative as the prime point of contact for matters relating to the Services.

8.2 The representatives for the parties shall initially be those set out in the List of Particulars. Either party may change its representative at any time by notifying the other party in writing of a general change or for a specific instance.

9. Delays

9.1 The Supplier shall use reasonable endeavours to complete the Services by the dates agreed for such completion but the parties agree that any such dates are estimates only.

9.2 All dates quoted by the Supplier for delivery and completion of any stage of the Services shall be extended by a reasonable period if delay is caused by:

9.3 any act or omission of the Customer, its servants or agents; or

9.4 any cause whatsoever beyond the Suppliers reasonable control.

9.5 Should the Supplier suffer loss or incur extra expense or should the extent of the Services be increased by reason of any delay, variation, interruption or suspension of or to the Services arising from any act, omission, delay or failure by or of the Customer, such loss or expense may be added by the Supplier to its invoices and shall be paid by the Customer accordingly.

10. Warranty

The Supplier warrants that:

10.1 the Services shall be performed by appropriately qualified and / or skilled personnel with reasonable skill and care;

10.2 it shall correct free of charge any part of the Services which does not comply with the warranty set out at Clause 10.1 provided such faulty Services are reported to the Supplier within thirty (30) calendar days of receiving written notice requiring the Services to be remedied; and

10.3 it will use its reasonable endeavours to perform its obligations under this Agreement or any Call Off Schedule in accordance with the agreed timescales.

11. Payment and Charges

11.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out and in accordance with the Order Confirmation.

11.2 Any prices contained in the Order Confirmation exclude VAT. HMRC currently does not levy VAT against Vocational Rehabilitation Services, but should this situation change then the Supplier shall add VAT to its invoices at the appropriate rate in accordance with the prevailing government recommendations.

11.3 The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within twenty eight days of posting to a bank account nominated in writing by the Supplier. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may

11.3.1 charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of The Bank of England, accruing on a daily basis and being compounded annually until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

11.3.2 Suspend all Services until payment has been made in full.

11.4 Time for payment shall be of the essence of the Contract.

11.5 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

11.6 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

12. Intellectual Property Rights

12.1 As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Documents, Designated Logos and Designations and the Pre-existing Materials shall be owned by the Supplier.

13. Confidentiality and the Supplier's Property

13.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain.

13.2 The Customer may disclose such information:

13.2.1 to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and

13.2.2 as may be required by law, court order or any governmental or regulatory authority.

13.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 13.

13.4 The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.

14. Limitation of Liability

14.1 This condition 14 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

14.1.1 any breach of the Contract including through recklessness by the Supplier, or its employees, agents or subcontractors;

14.1.2 any use made by the Customer of the Services; and

14.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

14.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

14.3 Nothing in these Conditions limits or excludes the liability of the Supplier:

14.3.1 for death or personal injury resulting from negligence; or

14.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.



14.4 Subject to condition 9.2 and condition 9.3

14.4.1 the Supplier shall not be liable for:

14.4.1.1 loss of profits; or

14.4.1.2 loss of business; or

14.4.1.3 depletion of goodwill and/or similar losses; or

14.4.1.4 damage to reputation; or

14.4.1.5 loss of anticipated savings; or

14.4.1.6 loss of goods; or

14.4.1.7 loss of contract; or

14.4.1.8 loss of use; or

14.4.1.9 loss of corruption of data or information; or

14.4.1.10 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

14.4.2 The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.

15. Complaints Procedure

15.1 The Supplier will deal with any of the complaints in accordance with the following procedure:

15.2 Complaints in the first instance should be addressed to the Supplier at the address specified in condition 30.1.1. , for the attention of one of the Directors.

15.2.1 Complaints will be acknowledged within two working days. The Customer will thereafter be kept informed accordingly.

15.2.2 The Supplier will aim to respond to the complaint within ten working days of the acknowledgement. This timeframe may at times be extended due to annual leave and other commitments. In its response, the Supplier will set out its findings and any follow up action to be taken.

15.2.3 If the complaint cannot be resolved at this stage, Directors will refer the matter to a formal Dispute Resolution Service within the next 10 working days, and also be advised through their professional organizations'.

16. Indemnity

16.1 In this condition, a reference to the Supplier shall include the Supplier's subsidiaries, and the provisions of this condition shall be for the benefit of the Supplier and each such subsidiary, and shall be enforceable by each such subsidiary, in addition to the Supplier.

16.2 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) (each a Claim) suffered or incurred by the Supplier arising out of or in connection with:

16.2.1 the Customer's breach or negligent performance or non-performance of this Contract;; and

16.2.2 any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the provision of the Services or the doing of any work or the use of any articles or material by the Supplier to the design or specification or upon the instructions or order of the Customer.

16.3 The indemnity under condition 16.2 shall not cover the Supplier to the extent that a Claim results from the Supplier's negligence or willful misconduct.

16.4 Nothing in this condition shall restrict or limit the Supplier's general obligation at law to mitigate a loss which it may incur as a result of a matter giving rise to a Claim.

17. Data Protection

17.1 The Supplier confirms that it shall comply with the Data Protection Act 1998 and any amendments to or re-enactments thereof as required by law.

18. Non Solicitation

18.1 For a period of six months from the date of this Agreement, the Supplier and the Customer shall not solicit directly or engage any employees of the other who have been engaged in the performance of the other's obligations under this Agreement without the prior written agreement of the other. This prohibition shall not prevent either party from engaging any employees resulting from a response to a general employment advertisement.

19. Virtual Private Network Software

19.1 Where the Customer provides virtual private network software to the Supplier in order for the Company to gain access to the Customer network for the purpose of providing the Services, the Customer shall, without prejudice to its other obligations under the Contract, provide and ensure that all appropriate security measures are in place to prevent unauthorized access to the Supplier's network and the alteration, disclosure, destruction or accidental loss of data. Such security measures must comply with current industry best practice and all relevant statutory and other provisions, regulations, rules and codes of practice, and the requirements of the Supplier's current information systems security policy.

20. Cancellation

20.1 Following the execution of the Order Confirmation, the Contract may not be cancelled or varied by the Customer without the written consent of the Supplier, which is subject to the Supplier's sole discretion.

20.2 Without prejudice to condition 20.1 above, if, with the Supplier's consent, the Customer cancels the Contract, a cancellation fee equivalent to 20% of the price of the Service (as set out in the Order Confirmation) will be charged.

Without prejudice to conditions 20.1 and this clause, if the Customer postpones (rather than cancels) the performance of the Services within less than 14 days of receipt of the written confirmation of the test date, a postponement fee equivalent to 10% of the price of the Service (as set out in the Order Confirmation) will be charged. If a reasonable alternative date has not been agreed within 14 days of the written notice of postponement, a cancellation fee equivalent to 20% of the price of the Service (as set out in the Order Confirmation) will be charged (taking into account any postponement fee already paid).

21. Termination

21.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:

21.1.1 the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach; or

21.1.2 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract.

21.2 Without prejudice to any other rights or remedies which the Supplier may have, the Supplier may terminate the Contract without liability to the other immediately on giving notice to the Customer if the Customer is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the other party under the Contract) or compounds with or convenes a meeting of its creditors or has a receiver (which shall include an administrative receiver) or manager or an administrator appointed of its assets or ceases or threatens to cease for any reason to carry on business or takes or suffers any similar action which in the reasonable opinion of the Supplier means that the Customer is unable to pay its debts.

21.3 On termination of the Contract for any reason:

21.3.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

21.3.2 the Customer shall, within seven days, return all of the Supplier's Equipment, Pre-existing Materials and Documents;

21.3.3 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

22. Force Majeure

22.1 The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

23. Variation

23.1 No variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

24. Waiver

24.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

24.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

25. Severance

25.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

25.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

26. Entire Agreement

26.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

26.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).

26.3 Nothing in this condition shall limit or exclude any liability for fraud.



27. Assignment

27.1 Neither party shall, without the prior written consent of the other party, not to be unreasonably withheld or delayed, assign, transfer, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract, except that the Customer acknowledges that the Supplier may subcontract or delegate certain of its obligations under the Contract to any third parties without the Customer's consent.

28. No Partnership or Agency

28.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

29. Rights of Third Parties

29.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

30. Notices

30.1 Any notices to be delivered to the Supplier under this Contract should be sent to VOCA-VR Ltd at their registered address.

30.2 Any notice or other communication required to be given under the Contract shall be in writing and shall either be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier or by email to the other party and for the attention of the person specified in condition the Vocational Rehabilitation Referral Form, or as otherwise specified by the relevant party by notice in writing to the other party.

30.3 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in condition 30.1.1 or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or on the same day if delivered by email at the address stated in this document and not returned to the sender as being undelivered.

31. Governing Law and Jurisdiction

31.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

31.2 Subject to condition 15, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).

Company registered in England number: 08007638

Registered address and Contact Details:

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Norfolk
NR2 1JH
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