

Clear Quality Consultancy Terms & Conditions

Part One-Definitions

Within the terms of Service, some words have a particular meaning. These are:

1. The following terms & conditions apply to all agreements for the service provided by Clear Quality, they apply to all such agreements.
2. Clear Quality – With whom you have signed the proposal.
3. The initial Proposal- means the document describing the Services and containing these terms of service, provided to you by Clear Quality.
4. You / your – means the party who has signed the Proposal and who is buying the Services from Clear Quality.
5. The Services – means the services described in the proposal to be provided by Clear Quality to you according to the Contract.

Part Two-General Terms and Conditions

1. The information in this document is a part of the agreement between the client and Clear Quality. The information in this document may be amended from time to time by Clear Quality. Clear Quality shall give notice of such change to the client.
2. The client agrees to Clear Quality subscribing the client to the Clear Quality newsletter system and receiving Clear Quality's newsletter on occasions with information they feel will be of use, the contact details are only used for internal use and will not be sold or divulged to any other party—the client may unsubscribe from the newsletter at any time.
3. Under no circumstances whatsoever shall Clear Quality be liable under the law of contract, or otherwise for any loss of profits or contracts or any indirect or consequential loss or damage.
4. The client shall indemnify Clear Quality against all claims, costs, actions and demands arising from Clear Quality's services hereunder (except due to Clear Quality's negligence) and any breach of this agreement.

Part Three-Qualification & Selection of your Consultant.

1. Clear Quality will ensure that all visits will be performed by a trained consultant who will exercise the skills and diligence expected of a reputable consultancy. Clear Quality in their sole discretion, will select the best consultant available to perform said tasks.
2. Clear Quality may change the Consultant at any given time which will be at no extra fees for you. You can request a change of a consultant within 30-day written notice, before a consultancy visit.
3. Clear Quality may reject your request for a new Consultant if there is no alternative.

Part Four-Cancellation/Arrangement of Consultancy to your site(s).

1. Visits to your sites will be arranged by mutual agreement.
2. You will provide, where possible the Consultant access to the site, records and any equipment that seems reasonably necessary to allow the consultant to undertake that visit.
3. Either Party can arrange and change the date of the visit. To be able to do this, you would need to:
 - a. Greater than 72 hours' notice, no charge.
 - b. **Less than 72 hours notice, 100% of that day rate will be invoiced.**
 - c. If Clear Quality changes the date of the visit, Clear Quality have the right to allow up to 72 hours before the confirmed date of the visit and will contact you to revise a new date.

Part Five-Consultants Health & Safety and Entry Requirements

1. You are responsible for ensuring that the risk and hazard information is given when the Consultant attends your premises. An appropriate level of supervision and all required personal protective equipment (PPE), must be made known to the consultant upon their arrival. If in any event, an incident or accident occurs within your organisation, which would pose a risk to the consultant, you should instantly notify Clear Quality.
2. If the Consultant has reasons to believe you were not complying with the health and safety rules and that their safety is at risk, a termination of the visit may occur. If so,

3. Clear Quality will contact you as to why the visit was aborted and will not be in breach of the contract and you will be required to pay in full for the services. Clear Quality will not visit the premises again until the issues have been resolved. You must ensure Clear Quality are made aware of the security requirements for visitors at your organisation and the Health and Safety rules. Clear Quality will observe the Health and Safety rules and other security requirements that you previously disseminated. Clear Quality may be prevented from providing the services if observation of the rules and other requirements is occurring. Therefore, Clear Quality would not be in breach of the contract, and you will be required to pay in full for the services. If the proposal requires a visit to a third party's premises, you must undertake, warrant, and represent that you have a relationship with the third party that permits Clear Quality to attend the premises of the third party for this contract.

Part Six- Limitation of Clear Quality's Liability.

Neither party's liability under or in connection with this contract shall be excluded or limited to the extent that such exclusion or limitation is not permitted by law. For the loss of profit or any indirect or consequential loss arising under or in connection with the contract, Clear Quality will not be liable to you.

Part Seven- No Assignment.

The contract is personal to the parties and neither party may assign, subcontract, charge, or transfer any or all its rights and obligations under this contract. Each party confirms it is acting on its behalf and not for the benefit of any other person.

Part Eight – Non-Disclosure of Confidential Information.

Information of a confidential nature relating to your business that is disclosed to Clear Quality in connection with the services, but does not include information that:

- a. To the extent required by law or any governmental or other regulatory authority or accreditation authority, or by a court or other authority of competent jurisdiction.
- b. Was known to Clear Quality before you disclosed it.
- c. Is or becomes generally available to the public, other than because of its disclosure by Clear Quality in breach of the contract.
- d. You have not treated as confidential or have agreed with Clear Quality is non-confidential or may be disclosed.