

## Terms and Conditions

- I. These Terms and Conditions apply to the services offered as detailed in described in section 2 by Adrian Hide Consultancy. The registered office is at 27 Graffam Grove, Cheadle, Stoke on Trent. ST10 1SP
- II. In confirming to Adrian Hide Consultancy, via email or in writing that you wish to proceed with the provision of a driver risk management Toolkit, consultancy services or training, you will be agreeing to these Terms and Conditions. These Terms and Conditions and our quotation if provided are the agreement between us.
- III. You acknowledge that you have not relied on any other statement, promise or representation made or given by or on our behalf.

### 1. Interpretation

- A. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
- B. Words imparting the singular number shall include the plural and vice-versa.

### 2. Services

- A. **Essential** driver risk management Toolkit:
  - a. The Toolkit comprises of templates and resources, including a comprehensive guide on how to use them and how to introduce a driver risk management programme into your business,
  - b. This is a one-time purchase option with ongoing access to the Toolkit portal,
  - c. Other than queries about access to the Toolkit portal, no consultancy services are provided,
  - d. Access will be provided via a secure portal, requiring a username and password,
  - e. The Toolkit cost £625.00 plus VAT.

**B. Platinum managed driver risk management service for SME's (Max 50 drivers):**

- a. This is a managed service via subscription, the cost being £125 per month plus VAT with a minimum contract period of 36 months,
- b. The services outlined below will be provided while subscription payments are being honoured,
- c. Adrian Hide Consultancy will plan implement, and project manage the introduction of a driver risk management programme into your business and will facilitate this via the following:
  - i. Initial onboarding meeting via Zoom – setting out project plan and milestones,
  - ii. Business survey - through a Google form survey, getting to know your business so that a bespoke service can be provided,
  - iii. Staff driver risk survey – through a Google form survey,
  - iv. Production of a risk assessment,
  - v. Production of a bespoke driver safety policy,
  - vi. Introduction of a driver safety handbook,
  - vii. Communication plan – keeping staff involved and informed,
  - viii. How to conduct a GDPR license check on staff,
  - ix. How to manage driver risk as an ongoing theme,
  - x. Training for an in-house Champion, a single point of contact for Adrian Hide Consultancy,
  - xi. Ongoing consultancy support as follows:
    - 1. Quarterly review meetings – via Zoom,
    - 2. Consultancy support (please see section e), as, when and if required,
    - 3. Annual review of your Risk Assessment and Driver Safety Policy.
- d. The consultancy support will be ongoing for a reasonable amount of time under each, individual circumstance. Although we are open for interpretation and scope on this matter only, the final decision lies with Adrian Hide Consultancy, and we have the right to suspend support beyond which is considered reasonable.

**C. Driver Risk Management Audit & Consultancy**

- a. This is a bespoke service that will consist of the following:
  - i. Initial discovery meeting via Zoom – free of charge,
  - ii. Comprehensive Driver Risk Management review, comprising of:
    - 1. Face-to-face or virtual meeting to conduct the review (typically three hours),
    - 2. Gap analysis and the production of a report highlighting insights, recommendations, and a prioritised action plan,
  - iii. The cost of the above review is £850.00 plus VAT,
  - iv. Should the business wish to engage Adrian Hide Consultancy to support on any of the recommendations and actions, a separate proposal will be provided, please see below.

**Consultancy services:**

Adrian Hide Consultancy can provide driver risk management and work-related road safety consultancy on an as and when required basis at a day rate of £795 plus VAT (£99.37 per hour)

D. **On-line** driver training courses:

- a. The cost of each course is £89.95 plus VAT
- b. All courses are delivered through a professional learning and development platform called Learnworlds,
- c. An individual user may view and pay for an individual course,
- d. Business with multiple drivers:
  - i. Will be required to pay for the number of drivers that they wish to be trained,
  - ii. Adrian Hide Consultancy will provide the following:
    - 1. Joining instructions and a URL to access the specified course,
    - 2. Participants will have access to their course for a period of 12 months,
    - 3. Progress reports, showing enrolments, progress and course completions can be provided at a frequency determined by you, but typically monthly. Adrian Hide Consultancy will require the following on an excel spreadsheet:
      - a. Participants name,
      - b. Participants email address (which must be unique to each person),
  - iii. Access to the courses is restricted to the number of places purchased,
  - iv. The URL must not be shared with anyone other than the intended recipients,
  - v. The cost per person will depend on the numbers being trained, the cost advertised on the Learning & Development platform is the maximum amount and for a single user. Your proposal will stipulate your per-person cost,
  - vi. It is your responsibility to chase any participants. For data protection reasons, Adrian Hide Consultancy will not communicate directly with your staff other than to reply to a support request that is logged through the Learning & Development portal,
  - vii. Learnworlds will endeavour to ensure access to the Learning & Development platform is always maintained, however, there are occasions where for reasons beyond anyone's control, accesses may not be available for a short period. Adrian Hide Consultancy cannot be held responsible for any portal down-time.

E. We will use reasonable care and skill in our performance of the services. We can make changes to the services necessary to comply with any applicable law or safety requirement. We will notify you if this is necessary.

F. Adrian Hide Consultancy will endeavour to complete all work as agreed in either a proposal or during an onboarding meeting, however, Adrian Hide Consultancy cannot be held responsible for any delays as a result of delays from any actions or omissions assigned to you.

The provision of driver risk management services is based on engagement via email, telephone or video conferencing. Face to face engagement, if appropriate and required, may necessitate travel and overnight accommodation costs to be reimbursed. Travel recharged at 45p per mile or rail/air fare.

- G. All of these Terms and Conditions apply to the services supplied unless otherwise specified.

### 3. Your obligations

- A. You are responsible for permissions, consent and licenses necessary and must provide all relevant information, materials, properties and any other matters which we need to provide the services.
- B. If you do not comply with this clause, Adrian Hide Consultancy can terminate the services.
- C. If you do not provide the information or documents we need, as outlined in this section, we are not liable for any delay or failure to provide the service, for example.
- a. **Platinum driver risk management services** – you will agree to:
    - i. Assign a champion – a single point of contact for Adrian Hide Consultancy,
    - ii. Attending the initial onboarding meeting and subsequent review meetings,
    - iii. Completing the necessary online surveys
    - iv. Action any tasks assigned to you or your representative so as to keep to the agreed programme implementation plan,
    - v. Involving your staff as part of the introduction of your driver risk management programme (Adrian Hide Consultancy will guide you through this process),
    - vi. Agree to taking part in an annual review,
    - vii. Maintaining subscription payments for the contracted period.
  - b. **e-Learning courses** – you will agree to:
    - i. Paying in advance for the specified participants who you would like to undergo any online training,
    - ii. Providing the following information to Adrian Hide Consultancy for each participant:
      - 1. First and second name,
      - 2. Email address,
    - iii. Communicating with staff to signpost them to the training course portal (Adrian Hide Consultancy will provide joining instructions),
    - iv. Chasing staff who have not enrolled or completed any assigned training (Adrian Hide Consultancy will provide reports to assist with this).

### 4. Fees/Payment

- **Essential** Driver Risk Management Toolkit – £625.00 plus VAT payable online via Adrian Hide Consultancy website
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- **Platinum Managed Driver Risk Management service** - £125.00 plus VAT per month (minimum contract period of 36 months) Payable via Direct Debit. Work will commence upon receipt of the first subscription payment.
- **Comprehensive Driver Risk Management Audit** - £850.00 plus VAT Payable within 28 days of invoice after conducting the review.
- **Consultancy fees** – £680 plus VAT per day (£85.00 plus VAT per hour)
- **E-Learning courses** – The cost for a single user is £89.95 plus VAT. The full cost for the number of participants that require training will be outlined in a separate proposal. An invoice will be generated and upon payment, joining instructions and a unique URL will be provided to allow participants access to the course.

## 5. Cancellation and amendment

- A. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the services have not started, within a period of 30 days from the date of after invoicing.
- B. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
- C. Upon cancellation of the agreement by the client, an invoice for the work undertaken up until the point of receiving the cancellation notice, will be due. The invoice will outline the work carried out and be provided within 7 days of receiving the cancellation and the invoice will be due on 30 days in accordance with clause 5

## 6. Liability and indemnity

- A. In providing these services we are not liable (whether caused by our employees, agents or otherwise) under these Terms and Conditions or the quotation for:
  - i. any indirect, special or consequential loss, damage, costs, or expenses,
  - ii. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims,
  - iii. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control,
  - iv. any losses caused directly or indirectly by any failure or your breach in relation to your obligations,
  - v. any losses arising directly or indirectly from the choice of services and how they will meet your requirements or your use of the services or any goods supplied in connection with the services.
- B. You must compensate us for all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

- C. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

## **7. Law and jurisdiction**

- A. This Agreement and all disputes shall be governed by the law of England and Wales.

## **1. Data Protection**

- A. When supplying the Services, we may gain access to and/or acquire the ability to transfer, store or process personal data.
- B. We agree that where such processing of personal data takes place, you shall be the 'data controller' and we shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
- C. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- D. we shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions
- E. We shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis.
- F. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found on [www.adrianhideconsultancy.co.uk](http://www.adrianhideconsultancy.co.uk)

## **2. Communications**

- A. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice.
- B. Notices shall be deemed to have been given:
  - i. when delivered to the other party.,
  - ii. if notices are sent by email or any other electronic means then a proof of delivery or a read receipt shall be requested.
  - iii. The notice shall be deemed served on the day following receipt.

- C. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

### **3. Sub-Contracting and assignment**

- A. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.

### **4. Force Majeure**

- A. If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by “force majeure”, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;
- B. For the purpose of this Agreement ‘force majeure’ shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:
  - i. Strikes, lockouts or other industrial action;
  - ii. Terrorism, civil commotion, riot, invasion, war threat or preparation for war;
  - iii. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
  - iv. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
  - v. Political interference with the normal operations.

### **5. Confidentiality**

- A. All paperwork, advice, analytics and writing is owned by Adrian Hide Consultancy the client is under no right to reproduce, forward or copy in any way.
- B. This includes forwarding or reproducing anything for no monetary gain or the equivalent thereof.
- C. The client has no right to use any of the property other than for the advice provided to them and for the continuance of the services provided.

- D. The client cannot, under any circumstances, copy, amend, distribute, expose, place in the public domain or share the content or the Driver Risk Management Toolkit or e-Learning courses with anyone outside of your organization,
- E. The client will try their best to make sure any information does not make its way into the public domain from their staff or equipment.
- F. Upon termination or completion of the services, the client will deliver all property and materials to a representative of Adrian Hide Consultancy