

## Integral Occupational Health Ltd (IOH)

(Company number SC 232455; registered office: 4<sup>th</sup> Floor, Finlay House, 10-14 West Nile Street, Glasgow G1 2PP)

### Standard Terms and Conditions for OH Services

#### 1. Definitions

1.1. In these conditions:

“customer” means the person who has instructed IOH to perform services under the terms of these conditions.

“Annual Management Fee” means the fee payable every 12 months from commencement of services.

“client” the person about whom the services have been requested for an examination and/or report

“Commencement” the date that the provision of services start from

“Service Quote” The list of services and fees which forms part of this contract and is attached as Schedule 1

#### 2. The Contract

2.1. Integral Occupational Health Ltd will be referred to hereafter as IOH.

2.2. These conditions apply between IOH and the customer commissioning medical services from IOH.

2.3. No variation of / or addition to these conditions is effective without the written agreement of both IOH and the customer.

#### 3. The Work

3.1. IOH shall carry out the work using professional skill and care in the light of information available to IOH at the time.

3.2. The Work will be made up of the various services outlined in Clauses 9,10,11,12 and 13 below and as priced in your Service Quote.

3.3. IOH will use its best endeavors to carry out the work in accordance with any timetable agreed with the customer. IOH will inform the customer immediately if it becomes apparent that the work will not be carried out in accordance with the timetable and will seek to agree a new timetable with the customer.

#### **4. Liability**

4.1. The Customer hereby agrees and undertakes to indemnify and keep indemnified IOH during the Contract and thereafter for and against all damages, loss, claims, demands, expenses, costs and liabilities which IOH may at any time incur as a result of any negligent breaches by the Customer, its agents or employees.

4.2. While IOH will use all reasonable endeavors to ensure the Services are provided to a level of skill and care commensurate with that of a reasonably skilled professional in the field of the Services, IOH will not be held responsible for any consequence arising out of any inaccuracies or omissions unless such inaccuracies or omissions are the result of any negligent act or wilful default on the part of IOH.

4.3. Except in respect of death or personal injury caused by IOH's negligence, or as expressly provided in these Conditions, IOH shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damages, costs, expenses or other claims (whether caused by the negligence of IOH, its employees or agents or otherwise) which arise out of or in connection with the provision of the Services.

4.4. In any event the entire liability of IOH under these terms and conditions will be limited to five million pounds £5,000,000(GBP).

4.5. IOH shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of IOH's obligations in relation to the Services, if the failure or delay was due to any cause beyond IOH's reasonable control.

4.6. IOH shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any fault of the Customer including, without limitation:-

4.6.1.any documents or other materials, and any data or other information provided by the Customer or a Client relating to the Services; or

4.6.2.any instructions supplied by the Customer (or its accountants, solicitors or other professional advisers) relating to the Services; which are incomplete, inaccurate, illegible, or arising from their late arrival or non-arrival.

4.7. While IOH shall use all reasonable endeavors to ensure the accuracy of any third party material used by IOH in carrying out the Services, IOH shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from use of such third party material.

## **5. Confidentiality**

- 5.1. Both IOH and the Customer agree to keep (and to ensure that their respective employees keep) confidential all information disclosed by either party to the other relating to the Contract. This obligation of confidentiality shall apply to information disclosed orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such.
- 5.2. The obligation of confidentiality in clause 5.1 will not apply where:-
- 5.2.1 either party has consented in advance and in writing to disclosure of the confidential information;
  - 5.2.2 that such information becomes public knowledge through no fault of the receiving party provided that the receiving party shall not disclose any such information which is not public knowledge;
  - 5.2.3 the receiving party can show, to the reasonable satisfaction of the other, that such information was already known to the receiving party prior to its being disclosed to them; and
  - 5.2.4 the receiving party is required by law to divulge such information to some judicial, governmental or other authority or regulatory body (in which case the receiving party shall do so only to the extent required by law and shall use its best endeavors to ensure that the body in question keeps such information confidential and does not use the same except for the purposes for which the disclosure is made).

## **6. Intellectual Property**

- 6.1 The Customer acknowledges and agrees that all copyright and other intellectual property rights arising from the Services shall remain the exclusive property of IOH and may only be copied, reproduced or disseminated with IOH's express prior written consent. This agreement will be reciprocal with the customer
- 6.2 The Customer acknowledges and agrees that they will cease to use all materials which are the copyright or intellectual property right of IOH upon the termination of services however caused.

## **7. Data Protection and Medical Records**

- 7.1 The Customer shall ensure that it has all consents or permissions necessary under the Data Protection Act 1998 and any other prevailing legislation ("DPA") required to disclose to IOH any personal data (including sensitive personal data) relating to Clients and shall comply with IOH's reasonable directions in relation to ensuring compliance in all respects with the DPA. Reasonable direction would relate to compliance with the DPA in accordance with Guidance Documents, Codes of Practice and Best Practice as may from time to time be released.

7.2 If, on attendance, any Client refuses to grant any consent required for IOH to perform the Services, including without limitation consent to access to medical records, IOH shall not be liable to refund any portion of the Item of Service Fee to the customer.

7.3 Upon termination of this agreement, howsoever caused, OH records will need to be transferred to the new OH provider. The administration fee for this transfer will be £0.45 per record plus the direct costs of delivery by courier. The new provider will need to comply with SEQOHS standards for records management. Until records transfer, a records storage and management fee of £0.10 per record per calendar month will be applied. All records derived from the customer company will be subject to fees regardless of whether they are active or electronic or not.

## **8. Third Party Medical Reports**

8.1. On occasion a third party medical report is required in order to give complete and accurate advice to the customer. Such requests are deemed agreeable to the customer and do not require prior approval from the Customer.

8.2. The Customer will pay IOH any costs relating to third party services, including GP and Specialist reports. These will be recharged to the customer at cost to IOH plus any supplementary report fees as per the service quotation.

## **SERVICES**

### **9. Single Appointments**

9.1. Appointments will be offered after the receipt of a correctly completed referral form. We will use our best endeavors to appoint as soon as is practicable.

9.2. Our Service Levels are as follows:

9.2.1. Appointment with an OH Physician will be offered for within and including 10 working days from receipt of the request for an appointment at our Glasgow or Edinburgh office.

9.2.2. Reports will be dispatched within 2 working days after the day of the appointment assuming consents are granted by the employee at the time of the consultation.

9.3. It is the referring person's responsibility to ensure that the appointment details are notified to the client.

9.4. Charges applicable for a change or cancellation of an appointment are as follows where times exclude Saturday, Sunday and Public Holidays:

9.4.1. If the notification is more than 48 hours, no fee will be due to IOH for the changed appointment.

9.4.2. If this notification for a change or cancellation is less than 48 hours then full fee will be due.

9.4.3. If a client fails to attend their appointment without cancellation this will be subject to a non-attendance fee equivalent to the full fee.

#### **10. Home Visits for single appointments**

- 10.1. When the customer requests a home visit this can be performed.
- 10.2. The Service Level for home visits is extended to 10 working days for IOH to offer a first appointment.
- 10.3. There is an additional hourly Travel Charge for home visits as per your Service Quote.
- 10.4. The Item of Service fee for the consultation and management is charged in addition to the Travel Charge.

#### **11. On-site Services**

- 11.1. Services can be provided at a customer site upon request.
- 11.2. The Service Level for onsite dates to be offered is 15 working days.
- 11.3. Your Service Quote shows the rates applicable to on-site work.
- 11.4. Where on-site services are requested, it is the Customer's responsibility to ensure employees are notified of the appointment details.
- 11.5. When on-site services are requested, the customer is responsible for the provision of suitable premises in which to conduct consultations. The main requirements are as follows:
  - 11.5.1. A private room which cannot be seen into from the outside (screening measures can be used).
  - 11.5.2. A table and 2 chairs (3 if patients are to be accompanied).
- 11.6. No fees are to be levied against IOH for the use of premises for this purpose.
- 11.7. The cancellation fees applicable to on-site work are as follows with calculations excluding Saturday, Sunday or Public Holidays:
  - 11.7.1. More than 10 days notice attracts no fee.
  - 11.7.2. Less than 10 days and more than 5 days notice attracts a half fee.
  - 11.7.3. 5 or less days attracts a full fee.

#### **12. Other Services**

- 12.1.1. Other services not included in the above clauses are to be provided as outlined in your Service Quote.

#### **13. Management Fees**

- 13.1. Your Service Quote outlines the Annual Management Fee for the provision of your services.

- 13.2. The Management Fee is invoiced at the commencement of services and annually thereafter.
- 13.3. The services included in your Annual Management Fee are outlined in your Service Quote.
- 13.4. There is no refund of the Annual Management Fee in the event of termination of the contract by the Customer before 12 months since the last Annual Management fee was invoiced.

#### **14. Term and Termination**

- 14.1. The term of this contract is for 12 months from the 'Date of Commencement'.
- 14.2. Either party may terminate this agreement at any time by giving two months' notice to the other party.
- 14.3. In the event that termination notice is given by IOH, the balance of the Management Fee will be refunded to the Customer.

#### **15. Fees**

- 15.1. All fees quoted in the Service Quote are exclusive of VAT. VAT will be charged in accordance with the tax rules which are issued by HMRC.
- 15.2. The fees due will be as per your Service Quote.
- 15.3. If in connection with the work any member of IOH is later called upon to give evidence or expert opinion in court, including an Employment Tribunal, on behalf of the customer, the Customer shall reimburse IOH with its full costs and expenses. For the avoidance of doubt the fee will be £195 per hour or part thereof.

#### **16. Payment**

- 16.1. The customer will pay the invoice in full, including any amount shown in respect of VAT within 28 days of the date of invoice.
- 16.2. No payment will deem to have been received until IOH is in cleared funds.
- 16.3. If payment is not made by the due date, IOH shall be entitled without limiting any other rights that it may have to charge interest on the outstanding amount (both before and after judgment) at the rate of 2% above base rate from time to time of the Bank of Scotland accruing daily from the due date until the outstanding amount is paid in full.

#### **17. General**

- 17.1. Except where these Conditions expressly provide otherwise, any subsequent modifications, additions, or deletions to the Services, (or their content) will only have effect if agreed in writing between the parties.
- 17.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal

place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

- 17.3. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 17.4. These Conditions constitute the entire agreement between the parties and supersede any previous agreement or understanding between the parties. In the event of conflict between these Conditions, these Conditions shall prevail. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 17.5. If any provision of these Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected.
- 17.6. The law of Scotland shall apply to the Contract and the parties agree to submit to the non-exclusive jurisdiction of the Scottish Courts.