

**Building  
Health:**

**for a stronger workforce**

Occupational Health Services

**IN THE PINK**

**Building  
Health:**

## **for a stronger workforce**

Building Health Ltd is a nurse-led occupational health provider working in the construction industry. We provide fitness for work and health surveillance for your workers.

We are based in London but cover Great Britain and Northern Ireland. We will go to wherever you are working, whenever you need us. We see each person individually with no forms for them to complete. We report our findings to you and issue a fitness certificate.

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### **: qualified and certified**

A service from staff that are qualified and experienced, and a business accredited by official bodies.

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### **: saving you money**

A value price structure for a service which can save money in the long term.

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### **: flexible**

A service that is adaptable to suit different needs and situations.

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### **: trusted**

A service that can be relied upon to give you the best recommendations for your workers' health and business safety.

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✉ [info@buildinghealth.co.uk](mailto:info@buildinghealth.co.uk)

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Blackheath, London SE3 9RD

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# WHAT WE OFFER

## Our services

### Fit for safety critical work & statutory health surveillance

General health assessment

Blood pressure check

Urine testing for diabetes

Body mass index

Vision Screening

Health surveillance and lifestyle advice

Health surveillance for noise induced hearing loss

Health surveillance for hand arm vibration syndrome

Health surveillance for musuloskeletal disorders

### Management referrals

### Drug & alcohol testing

### Health promotion events

### Medical surveillance



# FIT FOR SAFETY CRITICAL WORK & STATUTORY HEALTH SURVEILLANCE

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## Get fit for work and comply with the law!

Some jobs in the construction industry involve activities that can place workers at risk, unless the person has full, unimpaired control of their physical and mental capabilities. These jobs are called 'safety critical' and the people who do them are 'safety-critical workers'. You will need to decide whether an activity contains a safety-critical element and an incapacitated worker might expose themselves or others to a significant risk of harm. We will focus on health conditions that may involve, sudden loss of consciousness, impaired awareness or concentration, sudden incapacity, impaired balance or coordination, restricted mobility and impaired vision or hearing.

Before someone starts safety-critical work, it is good practice to check the person is fit.

A good example is crane operation. You need to be sure that a crane operator is able to climb the mast, can see well enough (this might mean making sure they use prescription lenses) and does not suffer from a condition which might cause them to lose consciousness or reduce their ability to concentrate.

Health surveillance is about systematic, regular checks on workers to identify early signs of ill health, and then acting on the results. Health surveillance is needed to protect workers who are at an increased risk, identify work-related ill health at an early stage so that steps can be taken to treat the condition and prevent further damage; and give early warning that protective control measures are no longer effective.

Health surveillance does not reduce the need to eliminate or manage health risks.

Formal health surveillance is only necessary if work damages health in a particular way and the following three factors all apply, there is a valid way to detect a disease or condition and it is reasonably likely that damage to health will occur under the particular conditions at work and health surveillance is likely to benefit the employee.

A good example is noise. Very loud noise is known to damage hearing. Hearing tests can detect the effect of noise on the hearing of people who work in noisy conditions. Hearing tests will benefit employees by identifying those at risk so that you can take measures to protect them and improve working conditions.



## Testimonial

"Building Health has provided a friendly, prompt and professional service. We would have no hesitation in recommending their services, the company wide screening program we have implemented has had a positive effect on morale."

**Tim Clifford**  
Managing Director

**Clifford Devlin Ltd**

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## What's covered

### Blood pressure check

Blood pressure is taken manually and appropriate advice given. Sometimes we find men with high blood pressure. They are sent to their own GP for assessment and treatment. They come back to work on treatment.

### Urine testing for diabetes

Urine test for glucose, blood and protein. This is followed by appropriate advice. GP referral if needed.

### Body mass index

Height and weight is measured and body mass index calculated. Lots of advice here for anyone who needs it.

### Vision screening

We check peripheral vision and colour vision and eyesight in both eyes, near and distance. If you need reading glasses we will give them to you. If you need glasses for distance we send you to the optician.

### Health promotion and lifestyle advice

Mens health issues are always promoted such as testicular and prostate cancer. We give lots of lifestyle advice as appropriate. It is usually very well received.

### Health surveillance for respiratory and skin disease

Questions about symptoms and a lung function test and skin inspection. All in accordance with the Control of Substances Hazardous to Health Regulations.

### Health surveillance for noise induced hearing loss

Ear examination and hearing test. Lots of health promotion. All in accordance with the Noise at Work Regulations.

### Health surveillance for hand arm vibration syndrome

Tier 1, 2 or 3 surveillance. All in accordance with the Control of Vibration Regulations.

### Health monitoring for musculoskeletal disorders

History of symptoms to monitor for musculoskeletal disorders. Lots of advice on prevention.



## Additional services

Management Referrals

Drug and Alcohol Screening

Health Promotion Events

Medical Surveillance

# ADDITIONAL SERVICES

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## We offer a range of services

### Management Referrals

#### Referring an employee

There are situations when you need to refer a member of staff to us. This may be to manage absence or following an accident at work. Early intervention can help prevent staff being absent due to ill health. We can also see staff after an accident at work. You will need to complete a management referral form and we make arrangements to see the staff member. You receive a report within 3 days.

#### Drug & Alcohol Screening

#### Legal position for drug and alcohol management

We offer chain of custody drug and alcohol screening. Urine samples are sent to an accredited lab for testing for alcohol and drugs of abuse. Negative results take 2 - 3 working days and positive results take up to 7 working days.

### Health Promotion Events

#### Tailor made health promotion

We offer tailor made health promotion activities. We have given lorry drivers healthy breakfasts and pedometers, given out sun cream in hot weather and drop in sessions for staff to come and talk about specific health issues. These can be delivered in line with national initiatives such as Mens Health Week or according to your need. We enjoy delivering these. They tend to be well received and are often a rare opportunity for your workers to have some face to face contact with a friendly health professional.

#### Medical Surveillance

#### We have an HSE Appointed Dr for any statutory medicals

Health and safety law requires pre-employment and periodic medicals for workers who are exposed to certain defined hazards, such as asbestos, lead and radiation. These 'statutory medicals' have to be carried out by an appointed doctor who is designated by HSE. The nature and frequency of the medical is described in the relevant legislation and supporting guidance. Our HSE Appointed Dr can do Asbestos Medicals, Radiation Medicals and Lead Medicals.



## Helping you win business

Building Health Ltd is an award winning occupational health provider working for the construction industry. We understand your obligations and we get the job done.

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## Building Health is owned and managed by an Occupational Health Nurse. We have a small team of nurses and support staff. We are an award winning service.

Nichola Elvy

### Managing Director

Nichola started the business in 2004 having identified a need for an on-site occupational health service. The challenge of providing a nationwide service to workers on transient sites was irresistible. Nichola is a University College Hospital trained nurse, with a degree in Occupational Hygiene. She has the NEBOSH Diploma and a Post Graduate Diploma in Health and Safety. She has a Diploma in Occupational Health and is a Part 3 NMC Registered Nurse. Previously she has worked in the NHS, the French Nuclear Power Industry and was an Inspector in the Health and Safety Executive for 10 years.



### Award winning

Building Health specialises in the construction industry, helping you to manage health risks and comply with health and safety legislation. Staffed by fully qualified occupational health nurses the company has won a number of awards.

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All Building Health products and services are subject to continuous development – we therefore reserve the right to alter specifications without prior notice.

### Meanings

1. These words and phrases have defined meanings:

**Contract** – the contract to supply the Services, incorporating the Terms

**Contract Price** – the price payable for the Services stated in the Contract

**Our Confidential Information** – information we have developed and disclosed to you under the Contract about our business, affairs, customers, clients, plans, intentions, market opportunities, operations, processes, product information, know-how, designs, trade secrets or software.

**Premises** – Your site or office where we perform the Services

**Services** – The Services being supplied under the Contract

**Terms** – this document

**We or us** – Building Health Ltd – The service provider is a company registered in England and Wales under company registration number 5726069 with its registered address at 64 Cressingham Road, London SE13 5AG

**Working day** – any day other than a Saturday, Sunday or Public Holiday in England.

**You** – the person buying the services

**Your Confidential Information** – information you have developed and disclosed to you under the Contract about our business, affairs, customers, clients, plans, intentions, market opportunities, operations, processes, product information, know-how, designs, trade secrets or software.

2. Unless the context requires a different interpretation:

a) all singular words include plural ones and vice versa;

b) all references to sub-paragraphs, paragraphs, schedules or appendices are to the ones in the Terms;

c) all references to a person includes firms, companies, government entities, trusts and partnerships;

d) the term 'including' does not exclude anything not listed;

e) all references to statutory provisions include any changes to those provisions;

f) no headings or sub-headings form part of the Terms.

### Contract formation

3. The Contract includes the Terms but not any other terms on which a quotation is accepted or an order is made (or purported to be accepted or made).

4. The Contract will come into existence on written acceptance by you (or your authorised representative) of our written quotation within 28 days from the date of issue, or any shorter period we may specify (the period during which it remains valid) or on written acceptance by us (or our authorised representative) of your order.

5. Any such quotation or order will be deemed to be an offer to do business on the Terms. All sales literature, pricelists or other documents issued by us contain details subject to change without notice and are not offers to supply the Services.

6. The Terms and the Contract may only be changed by written agreement between your and our authorised representatives.

### Orders and specifications

7. The Services are as specified in our sales documentation unless expressly changed in an order from you that we accept or in a quotation from us.

8. Marketing and other descriptive matter relating to the Services are guides only and are not binding on us.

9. We can change the specification of the Services to conform with safety or other legal requirements or, where the Services are to be supplied to your specification, which do not materially affect their quality or performance.

10. You may not, without our written agreement, cancel any order which we have already accepted. You must pay us 50% of the Contract Price when cancelling the order. Orders cancelled with less than 24 hours notice incur the full order price.

### Our obligations

11. We will obtain all licences, permits and other consents necessary to perform the Services and



### Increasing overall health

We offer tailor made health promotion activities.

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comply with all relevant laws and regulations.

**12.** We will use reasonable endeavours to meet any timetable for the delivery of the Services, but all delivery dates are approximate. Time for delivery of the Services cannot be made of the essence of the Contract.

**13.** We will comply with all reasonable health and safety regulations relating to the Premises which you tell us about.

#### Your obligations

**14.** You must provide us with, or obtain on our behalf, any:

- a)** assistance and support;
- b)** documentation and information;
- c)** licences, consents or permits (legal or otherwise) from a third party or governmental or regulatory body; in each case as reasonably required by us to perform our obligations under the Contract.

**15.** You must follow our reasonable instructions about the Services.

**16.** You must allow us, and our employees, agents, consultants and subcontractors, access to the Premises, keep the Premises in good order for the supply of the Services and tell us about all health and safety regulations applicable to the Premises at any time.

#### Price

**17.** The Contract Price of the Services is our per person rate for the Services listed in the price list current at the date an order or quotation is accepted which is available on request or such other price as you and we may agree in writing.

**18.** Any price we quote for the Services that is not on a published price list will only be valid for 28 days (or any shorter period we may specify).

**19.** We will honour at the agreed price all orders or quotations which we have accepted at the time of any price increases.

**20.** You must pay us for any additional services which we provide at the daily rate current at the time of performance or any other agreed rate.

**21.** Building Health Ltd is VAT exempt.

#### Payment

**22.** We will invoice you on a weekly basis.

**23.** You must pay the Contract Price (less any discount or credit we allow but without any other deduction, credit or set-off) within 30 days of our invoice date. Time for payment of the Contract Price is of the essence of the Contract.

**24.** You must make all payments in cleared funds to our bank account specified in the Contract.

**25.** If you fail to make any payment on the due date, we can (without affecting any other right or remedy we may have) charge you interest on the unpaid amount (both before and after judgment) at the rate of 8% a year above the base lending rate of the Bank of England from time to time, until payment in full is made (part of a month being treated as a full month for the purpose of calculating interest).

**26.** We do not have to accept your order if you have not supplied references that are satisfactory to us. If we are not satisfied about your creditworthiness, we can notify you in writing that you will not be allowed further credit, in which case you must immediately pay all amounts you owe us in cash and we will not supply any more Services until you have paid for them in cash.

#### Assignment

**27.** We can assign or sub-contract the Contract or any part of it to any person without your consent. You cannot assign the Contract or any part of it without our prior written consent.

#### Warranties

**28.** Each of us warrants to the other that it has the legal right and authority to enter into and perform its respective duties under the Contract.

**29.** We warrant that the Services will be performed with reasonable skill and care.

#### Warranty Period

**30.** We will re-perform any defective Services, provided that:

**a)** you give us a reasonable opportunity to investigate the defective Services; and

**b)** you tell us in writing during the Warranty Period that some or all of the Services do not comply with the specification.

**31.** We will not be liable for any deficiency in the Services arising from:

**a)** your or your employees', agents' or any third party's, negligence or failure to follow our instructions; and

**b)** any misapplication or alteration of the Services without our prior approval, or any other act or omission by you, your employees or agents or any third party.

**32.** The Terms and the Contract expressly contain all of your and our warranties, liabilities and obligations in respect of the subject matter of each Contract. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of a contract will be implied into that Contract or any related contract.

#### Termination of Contract

**33.** Without affecting any other right or remedy we may have, we can terminate the Contract on written notice to you and/or suspend any further supply of Services and/or cancel any existing orders under the Contract without any liability to you and/or require immediate payment for all Services that have been delivered (notwithstanding any previous agreement or arrangement to the contrary) if:

**a)** you commit any breach of the Contract that is not remediable or is not remedied within 28 days' of written notice to do so;

**b)** you become subject to an administration order or enter into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) become bankrupt or (being a company) go into liquidation;

**c)** an encumbrancer takes possession, or a receiver is appointed, over any of your property or assets;

**d)** you cease, or threaten to cease, to carry on business; or

**e)** we reasonably believe that any of the events mentioned above is about to occur in relation to you and notify you accordingly.

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### Limitation of liability

**34.** Subject to the paragraphs above (Warranties) and the paragraph immediately below, the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you for:

- a)** any breach of the Terms or the Contract;
- b)** any use made (including modifications) by you of the Services, or of any product ancillary to the Services; and
- c)** any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

**35.** Nothing in these Terms excludes or limits our liability for:

- a)** death or personal injury caused by our negligence;
- b)** defective products under the Consumer Protection Act 1987;
- c)** breach of the terms implied by s12 of the Sale of Goods Act 1979;
- d)** any matter for which it would be illegal for us to exclude or attempt to exclude our liability; or
- e)** fraud or fraudulent misrepresentation by us.

**36.** Neither we nor you will be liable for:

- a)** any form of indirect, consequential or special loss;
- b)** any loss or corruption of any data, database or software;
- c)** any loss of business, contracts or commercial opportunities or any other form of pure economic loss, director indirect;
- d)** any loss of or damage to goodwill or reputation;
- e)** any loss of profits, income, revenue or anticipated savings.

### Confidentiality

**37.** We will only use Your Confidential Information to perform an obligation under the Contract and will only disclose any of it to employees, officers, sub-contractors, representatives or advisers who need it to discharge our obligations under the Contract and who agree to maintain its confidentiality and only use it to perform an obligation under the Contract.

**38.** You will only use Our Confidential Information to perform an obligation under the Contract and will only disclose any of it to employees, officers, sub-contractors, representatives or advisers who need it to discharge your obligations under the Contract and who agree to maintain its confidentiality and only use it to perform an obligation under the Contract.

**39.** No information is Our Confidential Information or Your Confidential Information if:

- a)** has become generally available to the public (other than as a result of its disclosure by the receiving party or its employees, officers, representatives or advisers in breach of these Terms);
- b)** was available or known to the receiving party on a non-confidential basis before it was disclosed by the disclosing party;
- c)** is developed by or for the receiving party independently of the Contract;
- d)** is required to be disclosed by law, court order or any governmental or regulatory body.

### Circumstances beyond the control of the parties

**40.** Neither party will be liable for any failure or delay in performing an obligation (including a delivery delay or failure) resulting from any cause beyond its reasonable control, but it must as soon as reasonably practicable notify any unaffected party who can then suspend or terminate the obligations of the Contract on notice taking effect immediately on delivery.

### Entire agreement

**41.** The Contract contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place about the Contract.

### General

**42.** The Contracts (Rights of Third Parties) Act 1999 does not apply to the Contract and no third party will have any right to enforce or rely on any provision of the Contract.

**43.** Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

**44.** Provisions which by their intent or terms are meant to survive the termination of these Terms will do so.

**45.** If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of the Contract will not be affected.

**46.** Unless specifically provided by the parties, nothing in the Contract will establish any partnership or joint venture between any of the parties, or mean that any party becomes the agent of another party, nor does the Contract authorise any party to enter into any commitments for or on behalf of any other party.

**47.** Any notice (other than in legal proceedings) to be delivered under the Contract must be in writing and delivered by pre-paid first class post to or left by hand delivery at the registered address or place of business of the notified party, or sent by fax to the other party's main fax number. Notices:

- a)** sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting;
- b)** delivered by hand will be deemed to have been received at the time the notice is left at the proper address;
- c)** sent by fax will be deemed to have been received on the next Working Day after transmission.

### Governing law and jurisdiction

**48.** The Contract will be governed by and interpreted according to English law. All disputes arising under the Contract will be subject to the exclusive jurisdiction of the English courts.

**Building  
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we've got your  
back covered

