

**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.

: qualified and certified

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

: saving you money

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

: flexible

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

: trusted

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

✉ info@buildinghealth.co.uk

☎ 07973 470792

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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.



TEAM

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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.

TERMS & CONDITIONS (1 of 6 pages)

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Terms and conditions (September 2018 edition) incorporated into the service level agreement for the provisions of occupational health services

The Client's attention is particularly drawn to the provisions of clause 8 (Limitation of Liability).

1 Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions.

1.2 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Client for the supply of the Services in accordance with clause 5 (Charges and payment).

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.5.

Contract: the contract between the Service Provider and the Client for the supply of Services in accordance with the Service Level Agreement.

Client: the person or firm referred to in the Service Level Agreement who purchases Services from the Service Provider.

Client Default: has the meaning set out in clause 4.2.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without

limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Data subject, controller, processor, personal data, personal data breach, processing and appropriate technical and organisational measures shall bear the meanings given to those terms respectively in the Data Protection Legislation.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

On-Site Services: Services provided, or to be provided, at site, location or premises that is owned, leased or under the control or management of the Client.

Order: the issued draft of the Client's Service Level Agreement.

Policies: the Service Provider's policies on

- Business Continuity
- Clinical Governance
- Complaints
- Conduct
- Consent
- Data Privacy
- Environment
- Equipment

- Finance
- Health & Safety
- Record Keeping
- Recruitment & Induction

as amended by the Service Provider from time to time.

RIDDOR: the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.

Service Level Agreement: the service level agreement between the Service Provider and the Client into which these Conditions are incorporated and shall apply.

Service Provider: Building Health Limited incorporated and registered in England and Wales with company number 05726069 whose registered office is at 64 Cressingham Road, London, SE13 5AG.

Service Provider Materials: has the meaning set out in clause 4.1.12.

Services: the services supplied, or to be supplied, by the Service Provider to the Client as set out in the Specification.

SEQOHS Standards: Safe, Effective, Quality Occupational Health Service 2015 Standards and Evidence Guide for occupational health services (including the National Health Service and construction industry requirements) (as amended, varied or replaced from time to time).

Specification: the description or specification of the Services as set out in the Service Level Agreement.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Worker: any individual for whose occupational health the Client is responsible and who is to be assessed by the Service Provider under the instruction of the Client pursuant to the Contract.

1.3 Interpretation:

1.3.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute

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or statutory provision.

1.3.2 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Basis of contract

2.1 The Order constitutes an offer by the Service Provider to provide the Services in accordance with the Service Level Agreement, but is only valid for a period of 20 Business Days from the date of its issue (Acceptance Period) and after which time the offer shall automatically lapse.

2.2 The Order shall only be deemed to be accepted when the Client, within the Acceptance Period, returns to the Service Provider a signed copy of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 Any samples, drawings, descriptive matter or advertising issued by the Service Provider, and any descriptions or illustrations contained in the Service Provider's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by the Service Provider shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3 Supply of Services

3.1 The Service Provider shall supply the Services to the Client in accordance with the Specification in all material respects.

3.2 The Service Provider shall use all reasonable endeavours to meet any performance dates specified in the Service Level Agreement, but any such dates shall be estimates only and time shall not be of the

essence for performance of the Services.

3.3 The Service Provider reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Service Provider shall notify the Client in any such event.

3.4 The Service Provider warrants to the Client that the Services will be provided using reasonable care, skill and diligence to the standards of a reasonably qualified and competent provider of the Services.

3.5 Subject to clause 4.1.8, the Service Provider provide all equipment, tools and vehicles and such other items as are required to provide the Services.

3.6 The Service Provider shall not be obliged or required to report any work-related incidents under RIDDOR, but, for the avoidance of doubt, the Service Provider shall be responsible for informing the Client where any work-related incidents are required to be reported under RIDDOR.

3.7 The Service Provider may, where appropriate, advise that one or more of the Client's workers be referred to an occupational health physician for further assessment, and the Client hereby acknowledges and accepts that the Service Provider will not be responsible for any adverse consequences (including, but not limited to, any claims, losses, costs or expenses) suffered by the Client arising from or in connection with the Client's failure to follow the advice of the Service Provider.

4 Client's obligations

4.1 The Client shall:

4.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;

4.1.2 co-operate with the Service Provider in all matters relating to the Services;

4.1.3 comply with the Service Provider's Policies (insofar as they impose obligations upon the Client) in all respects;

4.1.4 provide the Service Provider, its employees,

agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Service Provider;

4.1.5 in relation to On-Site Services, provide, at least 5 Business Days before the delivery of any On-Site Services, the full site name, address and postcode, together with a contact name and number for each Business Day during which Services will be provided.

4.1.6 maintain in force a full and comprehensive public liability policy of insurance (with a reputable insurer) and ensure that the premium is duly and fully paid on a continuing basis (and supply evidence of the same to the Service Provider upon request);

4.1.7 provide the Service Provider with such information and materials as the Service Provider may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

4.1.8 in respect of On-Site Services, prepare the site, location or premises for the supply of the Services including, but not limited to, the provision of a reasonably-sized room that is private, quiet and away from background noise in an area where there is unlikely to be any interruptions. The room must contain a desk or table, two chairs, power sockets and access to toilet facilities, drinking water and hot water;

4.1.9 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

4.1.10 comply with all applicable laws and regulations, including health and safety laws and regulations, and RIDDOR;

4.1.11 inform the Service Provider of all health and safety rules and regulations and any security requirements that apply at the Client's premises;

4.1.12 keep all materials, equipment, documents and other property of the Service Provider (Service Provider Materials) at the Client's premises in safe custody at its own risk, maintain the Service

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Provider Materials in good condition until returned to the Service Provider, and not dispose of or use the Service Provider Materials other than in accordance with the Service Provider's written instructions or authorisation;

4.1.13 comply with any additional obligations as set out in the Specification; and

4.1.14 inform the Service Provider as soon as practicable if the Client starts to use another occupational health provider during the Contract.

4.2 If the Service Provider's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

4.2.1 without limiting or affecting any other right or remedy available to it, the Service Provider shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Service Provider's performance of any of its obligations;

4.2.2 the Service Provider shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Service Provider's failure or delay to perform any of its obligations as set out in this clause 4.2; and

4.2.3 the Client shall reimburse the Service Provider on written demand for any costs or losses sustained or incurred by the Service Provider arising directly or indirectly from the Client Default.

4.3 The Client shall not at any time during the Contract or for 6 months thereafter, directly or indirectly solicit, induce or entice away from the Service Provider or employ, or engage or appoint in any way cause to be employed, engaged or appointed any employee, agent, consultant or sub-contractor of the Service Provider to perform services substantially similar to the Services.

5 Charges, payment and cancellation

5.1 The Charges for the Services shall be calculated on the following basis:

5.1.1 the Charges shall be calculated in accordance with the Service Provider's per Worker rates and/or hourly rates, as set out in the Specification;

5.1.2 the Service Provider's per Worker rates and/or hourly rates are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;

5.1.3 the Service Provider shall be entitled to charge an overtime rate of 50% of the per Worker and/or hourly rates on a pro-rata basis for any Worker to be assessed and/or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 5.1.2; and

5.1.4 the Service Provider shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Service Provider engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Service Provider for the performance of the Services, and for the cost of any materials.

5.2 If the Client requires the Service Provider to carry out any additional services outside of the Services, the Service Provider shall be entitled to make additional charges for such services.

5.3 The Service Provider shall invoice the Client weekly in arrears, which invoice shall detail the dates and hours worked or workers seen by the individuals engaged by the Service Provider in connection with the Services, together with any expenses claimed under clause 5.1.4 and additional services provided in accordance with clause 5.2.

5.4 The Client shall pay each invoice submitted by the Service Provider:

5.4.1 within 14 days of the date of the invoice; and

5.4.2 in full and in cleared funds to a bank account nominated in writing by the Service Provider, and time for payment shall be of the essence of the Contract.

5.5 At the date of the Contract, the Service Provider is VAT exempt. However, all amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Service Provider to the Client, the Client shall, on receipt of a valid VAT invoice from the Service Provider, pay to the Service Provider such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.6 The Service Provider reserves the right to require the Client to pay in advance or on account any Charges or expenses before the commencement or provision of any Services.

5.7 If the Client fails to make a payment due to the Service Provider under the Contract by the due date, then, without limiting the Service Provider's remedies under clause 9:

5.7.1 the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0% and

5.7.2 the Service Provider shall be entitled to withhold any fitness certificates that it intends to issue to the Client in respect of Services provided.

5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.9 The following shall apply in respect of cancellations or non-attendance:

5.9.1 for cancellations of any Services with not less than 24 hours' prior written notice, no Charges are payable but the Client shall be liable to pay any expenses incurred by the Service Provider under clause 5.1.4; and;

5.9.2 for non-attendances during On-Site Services,

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100% of the Charges (including all expenses incurred by the Service Provider under clause 5.1.4) are payable.

6 Intellectual property rights

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Service Provider.

6.2 The Service Provider grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in its business.

6.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.

6.4 The Client grants the Service Provider a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the Service Provider for the term of the Contract for the purpose of providing the Services to the Client.

7 Data protection

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 7, Applicable Laws means (for so long as and to the extent that they apply to the Service Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.

7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and the Service Provider is the processor.

7.3 Without prejudice to the generality of clause

7.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Service Provider for the duration and purposes of the Contract.

7.4 Without prejudice to the generality of clause 7.1, the Service Provider shall, in relation to any personal data processed in connection with the performance by the Service Provider of its obligations under the Contract:

7.4.1 process that personal data only on the documented written instructions of the Client unless the Service Provider is required by Applicable Laws to otherwise process that personal data. Where the Service Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Service Provider shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Service Provider from so notifying the Client;

7.4.2 ensure that it has in place technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

7.4.3 use its best endeavours to ensure that all

personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

7.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(a) the Client or the Service Provider has provided appropriate safeguards in relation to the transfer;

(b) the data subject has enforceable rights and effective legal remedies;

(c) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(d) the Service Provider complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data; and

7.4.5 notify the Client without undue delay on becoming aware of a personal data breach.

7.5 The Client shall ensure that all Personal Data is stored and processed in accordance with the Nursing and Medical Professionals Code of Conduct.

7.6 On termination of the Contract, the Service Provider shall ensure that the transfer of health records to the new service provider will be conducted in accordance with all applicable laws and regulations and SEQOHS Standards.

8 Limitation of liability:

The client's attention is particularly drawn to this clause.

8.1 The Service Provider has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 (five million pounds) per claim. The limits and exclusions in this clause reflect the insurance cover the Service Provider has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.

8.2 Subject to clause 8.3, the Service Provider's total

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liability to the Client shall not exceed £5,000,000 (five million pounds). The Service Provider's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

8.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

8.3.1 death or personal injury caused by negligence; and

8.3.2 fraud or fraudulent misrepresentation.

8.4 This clause 8 shall survive termination of the Contract.

9 TUPE

9.1 In the event that TUPE applies following the commencement or termination of the Services, the parties shall comply with their respective obligations pursuant to TUPE.

9.2 The parties shall provide each other with such reasonable assistance as the other may require in order to comply with their respective and collective obligations pursuant to TUPE.

9.3 In the event that a third party supplier of the Client is either the transferor or transferee in accordance with TUPE, the Client shall use its best endeavours to procure that the supplier complies with TUPE and provides the Service Provider with such reasonable assistance as the Service Provider may require in order to comply with its obligations pursuant to TUPE.

9.4 The Client shall indemnify and hold the Service Provider (including its directors, officers and employees) harmless from any and all losses, liabilities (including provision for contingent liabilities), fines, compensation, damages, costs and expenses including legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties arising from or in connection with a breach of the Client's obligations under TUPE, and/or this clause 9.

10 Termination

10.1 Without affecting any other right or remedy

available to it, either party may terminate the Contract by giving the other party one month's written notice.

10.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

10.2.1 the other party commits a material breach of any term 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 to do so;

10.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

10.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

10.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.3 Without affecting any other right or remedy available to it, the Service Provider may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.

10.4 Without affecting any other right or remedy available to it, the Service Provider may suspend the supply of Services under the Contract or any other contract between the Client and the Service Provider if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 10.2.2 to clause 10.2.4, or the Service

Provider reasonably believes that the Client is about to become subject to any of them.

11 Consequences of termination

11.1 On termination of the Contract:

11.1.1 the Client shall immediately pay to the Service Provider all of the Service Provider's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Service Provider shall submit an invoice, which shall be payable by the Client immediately on receipt;

11.1.2 the Client shall return all of the Service Provider Materials. If the Client fails to do so, then the Service Provider may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12 General

12.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 Assignment and other dealings.

12.2.1 The Service Provider may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

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12.2.2 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Service Provider.

12.3 Confidentiality.

12.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Clients, clients or Service Providers of the other party, except as permitted by clause 12.3.2.

12.3.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.4 Entire agreement.

12.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in

the Contract.

12.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

12.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.8 Notices.

12.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

12.8.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

(b) if sent by pre-paid first-class post or other next

working day delivery service, at 9.00 am on the Business Day after posting or at the time recorded by the delivery service.

12.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

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

12.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



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