

Consultancy Terms and Conditions

The standard terms on which NC Safety Solutions provides health and safety consultancy services.

Document	Consultancy Terms and Conditions
Organisation	NC Safety Solutions
Document owner	Nedim Custic, DipNEBOSH, CEO
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1. About these terms

These are the standard terms on which NC Safety Solutions ("we", "us") provides consultancy services to the client named in a proposal or statement of work ("you"). Together with the signed proposal they form the contract between us. If there is a conflict between these terms and the proposal, the proposal takes precedence.

2. The engagement

Each engagement is defined in a written proposal or statement of work setting out the scope, deliverables, fees and timescales. An engagement begins when you accept the proposal in writing, by email or by instructing us to start.

Work outside the agreed scope is agreed in writing before it starts, including any change to fees or timescales, so there are no surprise invoices.

3. Our obligations

- We provide the services with reasonable skill and care, by competent people, in line with applicable law and good industry practice, including the standards expected of a NEBOSH Diploma-qualified practitioner.
- Our advice is specific to the circumstances we are shown. We will say clearly if something is outside our competence and, where appropriate, introduce a suitable specialist from our network. Any specialist engaged directly by you contracts with you on their own terms.
- We hold professional indemnity and public liability insurance. Certificates are available on request.
- We follow your site rules, induction requirements and permit systems when attending your premises.

4. Your obligations

- Provide accurate and complete information about your activities, workforce, premises and existing arrangements, and tell us promptly if anything changes.
- Give us safe access to the sites, people and documents the engagement needs, and provide a suitable point of contact.

- Act on the advice given. Responsibility for implementing recommendations, and legal duties as an employer, contractor or duty holder, remain with you at all times. A consultant's advice does not transfer your legal duties to the consultant.

5. Fees and payment

Fees, the invoicing schedule and payment terms are stated in the proposal. Unless agreed otherwise, invoices are payable within 30 days of the invoice date. Reasonable travel and expenses are charged where the proposal says so.

If an invoice is overdue we may charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 and, after giving notice, suspend work until the account is settled.

6. Cancellation and rescheduling

Site visits, audits and training sessions cancelled or rescheduled by you with less than 2 working days' notice may be charged in full unless the proposal states otherwise. Where we must cancel, we will offer the earliest alternative date at no extra cost.

7. Confidentiality

Engagements are confidential by default. We do not disclose your identity or engagement details without written consent, except where required by law or a regulator. You agree to keep our fees, methods and templates confidential. Personal data is handled as described in our Data Protection Policy and Privacy Notice.

8. Documents and intellectual property

Documents we produce for you are licensed for your internal business use once paid for. Our templates, tools, methods and know-how remain ours. You must not resell, redistribute or adapt deliverables for use by another organisation without written agreement.

Deliverables reflect the position at the date of issue. We are not responsible for keeping them up to date unless a review service is included in the proposal.

9. Liability

Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited by law.

Subject to that, our total liability arising out of or in connection with an engagement, whether in contract, tort or otherwise, is limited to the amount stated in the proposal or, where none is stated, to the fees paid for that engagement. We are not liable for indirect or consequential losses, including loss of profit, contracts, business or anticipated savings, or for any loss caused by inaccurate or incomplete information supplied to us.

10. Ending an engagement

Either party may end an engagement on written notice as set out in the proposal or, where none is stated, on 14 days' written notice. You pay for work properly done up to the end date and for any committed expenses.



Either party may end the engagement immediately if the other commits a material breach that is not remedied within 14 days of notice, or becomes insolvent.

Clauses which by their nature continue, including confidentiality, intellectual property, liability and payment, survive the end of the engagement.

11. Complaints

If you are unhappy with any aspect of our service, our Complaints Procedure explains how to raise it and the timescales we work to.

12. General

- Neither party is liable for delay caused by events outside its reasonable control, provided it tells the other promptly.
- These terms, with the proposal, are the whole agreement between us and replace any earlier discussions.
- If any clause is found unenforceable, the rest continues to apply.
- Nobody other than you and us has rights under this contract.
- These terms are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

13. Contact

Questions about these terms can be sent to nedim@ncsafetyolutions.co.uk.

Approved and issued by

Nedim Custic, DipNEBOSH - CEO

NC Safety Solutions

12th September 2026