

## **1 Instructions**

- 1.1 Commissions are undertaken only once a formal letter or email of instruction, agreeing to and enclosing a signed copy of our Terms and Conditions, has been received by us. Instructing agencies are asked to set out the precise nature of the commission and to identify such outcomes as may be required, together with the anticipated deadline.
- 1.2 AQUA Leisure Safety & Training Services will provide the instructing agency with an estimate of the likely cost of completing all or each stage of the commission. The Company's Fees and Charges will be provided in advance of any commission. Litigation fees are in line with the prevailing rates charged by the Health and Safety Executive under the Fees for Intervention Regulations 2012 and in Expert Witness Fees, guidance published by the UK Register of Expert Witnesses.
- 1.3 It must be noted that the costs estimate does not form a contract until a signed agreement has been received but may be varied, subject to agreement by both parties, once the work programme has commenced if it becomes clear that the work programme necessitates significant variation.
- 1.4 The contract is with the instructing party and not with any third party unless this has been previously agreed.
- 1.5 Litigation fees are not conditional upon outcome and payment is expected to be in line with these Terms and Conditions. Unless previously agreed in writing, payment should not be delayed because the instructing party is awaiting funding from a third party source.
- 1.6 AQUA Leisure Safety & Training Services will provide the instructing party with an estimate of travelling times necessary to complete any on-site work. Travelling time is incorporated into the cost estimate.

## **2 Costs and liabilities**

- 2.1 AQUA Leisure Safety & Training Services will keep all costs to a minimum throughout the period of a commission and will, in respect of travel and subsistence, where possible take advantage of discounted or preferential rates.
- 2.2 Anticipated or unexpected areas of significant expenditure will be discussed with the instructing party.
- 2.3 Disbursements will be added to the account in accordance with the schedule below unless aspects of travel and/or accommodation have been included in the initial quotation.

- 2.4 Where commissions involve civil or criminal litigation and in the light of the judgment in Jones vs Kaney, it should be noted that professional indemnity is limited to £1M. Increased liability may be provided but may incur additional cost and is on a case-by-case basis.
- 2.5 Where work involves overseas travel, the instructing party may be asked to provide appropriate tickets for travel in line with the disbursements criteria set out below.

### **3 Fees and accounts**

- 3.1 Fees are quoted ex-VAT and will be subject to VAT at the current UK rate unless work is completed and invoiced wholly outside the UK or an EU country.
- 3.2 Where there is a change in the rate of VAT, the calculation will be made based on the rate applicable at the time that the commission was being undertaken at any stage.
- 3.3 Clients will be invoiced for all work completed and accounts are due within 28 days of receipt of the Company's invoice. For longer or complex projects, fees may be charged in stages at the completion of each or any agreed phase of the project.
- 3.4 Invoices are generally issued in Pounds Sterling but for overseas commissions, may be issued in Euros or US Dollars.
- 3.5 Where fees are not settled within the agreed period, they may, in line with UK legislation under EU Directive for the Regulation of Commercial Debt, be subject to a supplement not exceeding 8% per 28-day charging period.
- 3.6 For training courses and where a cancellation occurs but a course remains viable, a reduced cancellation fee may be charged at the discretion of the Principal Consultant.
- 3.7 The instructing client will remain responsible for the settlement of all fees and disbursements within the agreed charging period and irrespective of whether a third party is involved in any aspect of funding for a commission or project.
- 3.8 AQUA Leisure Safety and Training Services reserves the right to ask for a part payment at the commencement of the project depending on the nature of the work being undertaken.

### **4 Disbursements**

Travel	by car @ £0.45 per mile by rail at cost – First Class by air at cost – Business Class
Accommodation	reasonable accommodation and charged at cost
Course resources	at cost
Course certification fees	at cost or as charged by an Awarding Body
In-house certification fees	£12.50 per candidate

Cancellation fees

Notice between 7 - 14 days = 50%  
Notice between 2 - 7 days = 75%  
Notice 2 days or less = 100%

Cancellation fees may be waived where it is possible to book alternative work

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