

TERMS AND CONDITIONS

This document sets out the terms and conditions of an agreement for South Hams District Council or West Devon Borough Council to provide a business support service in accordance with the following terms and conditions.

Nature of service to be provided:

Business help and advice (please see Appendix 1 ; Scale of fees and charges

On site written report summarising visit and recommendations

1. INTERPRETATION

1.1 In this agreement:

1.1.1 “the Authority” means South Hams or West Devon Council, their employees and representatives.

1.1.2 “the Business” means the business identified above and includes: the food business operator, any owner, other legal entity, employee and representative of or associated with the Business.

2. SCOPE AND CONDITION PRECEDENT

2.1 For the avoidance of doubt, nothing in this Agreement shall:

2.1.1 fetter the Authority's discretion to exercise any right or obligation which it is entitled to exercise in law; nor

2.1.2 require the Authority to act or cease to act in any way which is contrary to any legal requirements.

3. AUTHORITY'S OBLIGATIONS

3.1 The Authority agrees that the Services shall be provided:

3.1.1 by suitably qualified and competent staff and in a professional and courteous manner;

3.1.2 with reasonable skill and care;

3.1.3 in accordance with any timescales agreed between the parties;

3.1.4 without prejudice to other legal requirements or duties.

For the avoidance of doubt, nothing in this agreement shall fetter in any way the Authority's discretion to take whatever action it deems appropriate in the circumstances including, if required, appropriate enforcement action in accordance with its enforcement policy.

3.2 The Business agrees that it will provide the Authority with such information and assistance as the Authority may reasonably require in order to enable or facilitate the Authority to deliver the service agreed.

4. **CHARGES & PAYMENT**

4.1 The Business shall pay the Authority the charges agreed in consideration of the provision of the services and in accordance with the fees and charges set out in Appendix 1

4.2 The Business will pay any charges in full to the Authority before the Services are commenced.

4.3 The Charges shall be inclusive of VAT.

4.4 If the Business wishes to terminate this contract it must provide the Authority with at least 48 hours' notice before a prearranged site visit in order to claim a full refund.

4.5 If the Business wishes to cancel an agreed site visit, it must provide the Authority with at least 48 hours' notice prior to the visit for a full refund.

4.6 **SCOPE OF ADVICE AND LIABILITY**

4.7 The parties agree that:

4.7.1 the fundamental reason for the provision of advice by the Authority is to assist the business in achieving compliance with the law;

4.7.2 the advice and guidance provided by the Authority may not prevent enforcement action in the future;

4.7.3 the advice and guidance provided by the Authority does not guarantee that the Business will obtain a compliant food hygiene rating score i.e. 3, 4 or 5 when it receives it's routine unannounced food hygiene inspection;

4.7.4 the advice or guidance provided by the Authority may become obsolete, and

4.7.5 the duty in relation to compliance remains with the Business.

4.8 Further to its primary purpose (4.1. above), the service may also provide advice to assist the business in successful food business management, good food safety practice or higher standards that the Business may wish to achieve.

4.9 Except as expressly stated in this Agreement, all terms, conditions, warranties and representations that would otherwise be applied or implied (by statute or otherwise) in, or in relation to this Agreement are excluded to the fullest extent permissible in law.

4.10 Neither party excludes or limits liability to the other party for fraud, nor for death or personal injury caused by its negligence (as defined in the Unfair Contract Terms Act 1977), nor for any other liability for which it is not possible to exclude or limit liability by operation of law.

4.11 The Authority's liability to the Business arising out of or in connection with this Agreement (whether in contract, tort, negligence or otherwise) shall be limited to the amount paid by the Business for those services in any one year.

- 4.12 In no event shall either party be liable to the other under or in connection with this Agreement (whether in contract, tort, negligence or otherwise) for any indirect or consequential loss or damage, or for any of the following losses (whether direct or indirect):
- 4.12.1 any loss of profits;
 - 4.12.2 loss of business;
 - 4.12.3 loss of opportunity;
 - 4.12.4 loss of revenue;
 - 4.12.5 loss of goodwill;
 - 4.12.6 loss of anticipated contracts; and/or
 - 4.12.7 loss of anticipated savings.
- 4.13 The Business agrees that no individual member of the Authority's staff shall have any liability to the Business (whether in contract or in tort, including negligence) arising out of the provision of the services where that individual honestly believed that the act complained of was within their powers or that their duties required or entitled them to do that act and they have acted reasonably (and the Business shall not bring any claim against such individual member of the Authority's staff in such circumstances).

5. **CONFIDENTIALITY**

- 5.1 Each party:-
- 5.1.1 shall treat all confidential information belonging to the other party as confidential and safeguard it accordingly; and
 - 5.1.2 shall not disclose any confidential information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary to comply with the law.
 - 5.1.3 I have read and understand the Terms and Conditions and I am duly authorised to accept on behalf of the business.
- 5.2 Signed
- 5.3 Date
- 5.4 Authorised signatory

Appendix 1

Business Advice Service Fees

Scale of Fees and Charges	
One hour visit to the Council office	£65
One hour site visit plus report	£130
Two hour site visit plus report	£195
Three hour site visit plus report	£260
Safer Food Better Business Pack plus 12 month diary (includes postage and packing).	£20
12 Month diary refill (includes postage and packing).	£6