



HSB Inspection Services

Provision of inspection services for machinery and equipment
Contract



HSB Engineering Insurance

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Your contract with us

Thank you for buying this Inspection Services contract from us, HSB Engineering Insurance Services Limited (HSBEISL). We are pleased that you have chosen our contract and we will work hard to make sure that you are happy with the service you receive.

The contract is a legal contract between:

- you, the owner or user of **plant** as shown in the schedule; and
- us.

The contract is made up of this document and the schedule setting out details of your **inspection services**. These make up the entire contract between you and us and must be read together. Please keep them safely together.

We used the information you gave us to decide whether to provide **inspection services** to you. If any of that information was not accurate or was incomplete, this could affect your **inspection services** (see 'Your responsibility to give us correct information' under 'Important information').

If you pay the **fee** shown in the schedule, and keep to the terms and conditions of the contract, we will provide **inspection services** for the **contract period** shown in the schedule.

Signed for and on behalf of



Stephen Worrall
Director



Gareth Bendelow
Director

HSB Engineering Insurance Services Limited

Important information

Headings and interpretation

Throughout this contract:

- words or phrases which appear in bold have the meanings shown in the 'Definitions' section of this document;
- headings are only to help you find the information you need, they do not form part of the contract;
- words which appear in the singular include the plural and vice versa;
- words which appear in the present tense include the past tense and vice versa; and
- any words after the terms 'including', 'include', 'in particular', 'for example' or any similar expressions are examples and will not limit the meaning of the words.

Your contract

This document, together with the schedule, contains the information you need to know about your **inspection services**. This document contains important information such as the terms and conditions of your **inspection services** and how to contact us. The schedule shows:

- the **plant** on which the **inspection services** will be carried out;
- how often the **inspection services** will take place; and
- the **fee**.

Please keep the schedule with this document. We will send you a new schedule each year before the renewal date shown, so you can check that the contract still meets your needs.

Please read this document and the schedule carefully to make sure that it meets your needs and you understand what is and is not included. If there is anything you need to change or do not understand, contact the person who arranged this contract for you, or contact us. You can find the contact details for our local office on our website at www.munichre.com/hsbeil.

Your responsibility to give us correct information

You must do everything reasonably possible to make sure that all the information you give us is complete and accurate and kept up to date. This requirement is important, not just at the start of your contract but throughout the **contract period**, to make sure we can deliver the **inspection services** set out under this contract.

Your rights to cancel your contract

You can cancel your contract at any time during the **contract period** by writing to the person who arranged this contract for you, or us. When we receive your notice, we will cancel the contract and send you a refund. That refund will be calculated on the value of the **fee** for **inspection services** not yet provided at the date we receive your notice of cancellation. We will take from this a cancellation charge (10% of the year's **fee**) and, if it applies, a charge which reflects any discount you received on your **fee** for entering into a **long-term agreement** for us providing **inspection services**. If the **fee** you have actually paid, less any cancellation charge due, does not cover the **inspection services** you have received, you must pay us the difference.

Our rights to cancel your contract

With the exception of you behaving in an illegal or immoral manner, where we reserve the right to cancel your contract with immediate effect, we may cancel your contract at any time by giving you, or the person who arranged this contract for you, 30 days' written notice. We will consider early cancellation if you:

- are in breach of this contract;
- are abusive, aggressive or otherwise inappropriate towards our staff or our representatives;
- behave illegally or immorally, for example bribing or threatening our **competent person** or other HSB staff or representatives;
- operate your business without taking proper account of health-and-safety regulations;
- repeatedly fail to put right or repeatedly ignore any defect identified in our **report**;
- repeatedly refuse to let us carry out the **inspection services**;
- fail to pay us within our **payment terms**;
- become insolvent, bankrupt or enter into an arrangement with your creditors; or
- refuse to pay any additional charges previously agreed between us.

You may be entitled to receive a refund. This will be calculated on the value of the **fee** for **inspection services** not yet provided at the date of cancellation. We will take from this, if it applies, a charge which reflects any discount you received on your **fee** for entering into a **long-term agreement** for us to provide **inspection services**. If the **fee** you have actually paid does not cover the **inspection services** you have received, you must pay us the difference.

Important information

How we use your information

HSB Engineering Insurance Services Limited is the controller of any personal information you provide to us or which is processed in connection with you receiving **inspection services** from us.

We collect and process information about you that we reasonably deem necessary in order to provide you with **inspection services**. Your information is also used for business purposes such as fraud prevention and financial management.

We may share your information with, and obtain information about you from, third parties such as credit reference agencies, fraud prevention agencies or public bodies responsible for health and safety.

For further details on how your information is used and your rights in relation to your information, please see our Privacy statement at <https://www.munichre.com/HSBEIL>.

How you use our information

Our employees, agents, contractors and other representatives may share their personal information with you and your employees, agents and sub-contractors as is necessary to enable us to provide you with inspection services. You are the controller of such information. Notwithstanding this, you shall process such information in accordance with all applicable data protection laws and shall:

- only process such information for the purposes of receiving **inspection services** from us;
- implement and maintain appropriate technical and organisational measures to preserve the confidentiality and integrity of the information and prevent any unlawful processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects;
- not disclose any such information to any third party in any circumstances except as required or permitted by this contract;
- only transfer such information outside of the European Economic Area if appropriate steps are undertaken as required by applicable data protection laws to ensure such transfers are subject to adequate safeguarding measures;
- notify us promptly upon becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any such information; and
- ensure that only those of your employees, agents and sub-contractors who need to have access to the information are granted such access to the information and only for the purposes of receiving **inspection services** from us and that such employees, agents and sub-contractors (and those to

whom personal information is provided directly by us) are informed of the confidential nature of the information, are subject to appropriate contractual obligations of confidentiality, undergo adequate training in the handling of personal information and comply with the obligations set out in this section.

The courts and the laws that apply to your contract

Before the **inspection services** contract starts, you can tell us in writing which of the following laws you want to apply to the contract.

Option 1: The laws that apply in the part of the United Kingdom, Channel Islands or Isle of Man where the **plant** is kept (at a **location** shown on the schedule).

Option 2: The laws that apply in the part of the United Kingdom, Channel Islands or Isle of Man where you live or where your business is located.

Option 3: The laws of England and Wales.

If you do not tell us a preference, option 3 will apply.

All disputes in connection with your contract will take place in the relevant courts of the option that applies to the contract.

Unless you and we agree otherwise in writing, all communications relating to the contract will be in English.

Contacting us

Making a complaint

We are committed to providing the highest standards of customer service and treating our customers fairly. If you have a complaint, contact the person who arranged this contract for you or contact us at:

Customer Relations Leader
HSB Engineering Insurance Services Limited
Chancery Place
50 Brown Street
Manchester M2 2JT
Telephone: +44 (0)330 100 3433 (Calls to this number are charged at the same standard landline rate as 01 or 02 numbers)
Email: complaints@hsbeil.com

When we receive your complaint we will:

- confirm this within five business days;
- pass it to our complaints team to be reviewed; and
- do our best to deal with your complaint within four weeks. If we cannot, we will write to you and let you know when we will be able to give you a final response.

We are also accredited to ISO/IEC 17020:2012 by the United Kingdom Accreditation Services (UKAS). If you are unhappy with our response for any technical matters with our **inspection services**, you may be able to refer your complaint to UKAS at:

United Kingdom Accreditation Services
2 Pine Trees
Chertsey Lane
Staines-upon-Thames TW18 3HR
Telephone: +44 (0)1784 429 000
Website: www.ukas.com
Email: info@ukas.com

Making an enquiry

You can contact us about the **inspection services** under this contract at:

Customer Solutions Centre
HSB Engineering Insurance Services Limited
Chancery Place
50 Brown Street
Manchester M2 2JT
Telephone: +44 (0)330 100 3432 (Calls to this number are charged at the same standard landline rate as 01 or 02 numbers)
Email: client_services@hsbeil.com

Or, you can contact the person who arranged this contract for you. You can find the contact details of our local office on the website at www.munichre.com/hsbeil.

Definitions

Where the words below are printed bold in this document or the schedule, they have the meanings shown here.

Competent person

A person we employ and authorise (or a person employed by an organisation we have authorised), having the necessary experience and skill to carry out **inspection services**.

Contract period

The period of time, as shown in the schedule.

Fee

The amount as shown in the schedule you must pay for your **inspection services**.

Inspection

An assessment, usually visual in nature, of the safety-related parts of **plant**, which is not a **thorough examination**.

Inspection services

Carrying out a **thorough examination** or **inspection** at a **location** and providing a **report**.

Location

The address shown in the specified items inventory section of the schedule or as agreed by us in writing.

Long-term agreement

An agreement between you and us which sets out a number of **contract periods** for which you agree to renew your contract for **inspection services** with us, and in return for which we agree to apply a discount to the **fee** and limit any increase in the **fee** at each renewal by a set percentage usually connected to the rate of inflation. This definition is only relevant to the cancellation charges outlined in the 'Your rights to cancel your contract' and 'Our rights to cancel your contract' sections.

Normal working hours

8am to 6pm Monday to Friday (not including public, bank and local holidays).

Payment terms

We will provide an invoice to you within 30 days of the start of the **contract period** and you must pay the invoice within 30 days of us providing it to you or as otherwise agreed by us in writing.

Plant

The machinery, appliances, equipment or installations shown in the specified items inventory section of the schedule.

Report

A document, in our standard format, which we issue to you either electronically or as a hard copy, with details of the findings of the **inspection** or **thorough examination** that were carried out.

Statutory regulations

The specific regulations which apply to the **thorough examination of plant**, in the following statutory instruments (as amended from time to time):

- Safeguarding of Workers (Cranes and Lifting Appliances) (Jersey) Regulations;
- Safeguarding of Workers (Chains, Ropes and Lifting Gear) (Jersey) Regulations;
- Safeguarding of Workers (Electricity at Work) (Jersey) Regulations;
- The Control of Major Accident Hazard Regulations (COMAH);
- The Control of Substances Hazardous to Health Regulations (as amended) (COSHH);
- The Dangerous Substances and Explosive Atmospheres Regulations (DSEAR);
- The Electricity at Work Regulations (EAWR);
- The Health and Safety at Work (Lifts) (Jersey) Regulations;
- The Lifting Operations and Lifting Equipment Regulations (LOLER);
- The Mines Regulations;
- The Pressure Systems Safety Regulations (PSSR);
- The Provision and Use of Work Equipment Regulations, Part IV (PUWER Part IV);
- The Quarries Regulations; or
- The Workplace (Health, Safety and Welfare) Regulations.

Thorough examination

A systematic and detailed examination of the **plant** and safety-critical parts, or in the case of boiler or pressure **plant**, an examination of **plant** in accordance with a **written scheme**, carried out at set intervals by a **competent person** in accordance with one of the **statutory regulations** which applies. The **competent person** will decide what this involves using various sources such as industry and HSE guidance. The results of this examination must be communicated in the form of a **report**.

Written scheme

A document that meets the requirements of regulation 8 of PSSR, which contains information about certain items of **plant** that form a pressure system, including the parts which need to be examined and the nature and frequency of those examinations.

Provision of inspection services

We will carry out **inspection services** to the **plant** shown in the schedule, within **normal working hours**, in line with the terms and conditions of this contract, and you must pay the **fee** in line with the **payment terms**.

We will make reasonable attempts to contact you, using the information you have provided to us, to arrange an appointment to undertake the **inspection services**. If we are unable to make contact with you or you fail to prepare or make the **plant** available (at a date and time we agreed), we will notify you within our **report** and this will be deemed to have met our obligations to provide the **inspection services** on this occasion. If you then request that we make an additional visit to complete the outstanding **inspection services**, there will be an additional charge (see 'Fees, additional charges and taxes' on page 9).

If required by the applied **statutory regulations**, where defects are identified which are or could become a danger to life, the **competent person** must immediately notify you and forward a copy of the **report** to the relevant enforcing authority.

Our standard of care

We will use all reasonable skill and care in carrying out the **inspection services**.

Limits of the inspection services

Unless we agree otherwise in writing, the **inspection services** will not include:

- approving or confirming any design or design features of the **plant** are fit for purpose;
- providing witness statements;
- attendance at hearings and interviews;
- consultancy services;
- preparation or operation of the **plant**; or
- maintenance or repair of the **plant**.

To the extent that the **inspection services** include a **thorough examination** of the **plant** item, unless we agree otherwise in writing, the **thorough examination** will not include:

- carrying out or witnessing tests which are not routine (unless these are the responsibility of the **competent person** in an HSE (Health & Safety Executive) or SAFed (Safety Assessment Federation) Approved Code of Practice or Guidance;
- for boiler or pressure **plant** – ultrasonic radiographic hydrostatic or other non-destructive testing, or production of **written schemes**;
- for lifting and handling **plant** – proof load, stability, anchorage, supplementary or similar testing in accordance with industry guidance or **thorough examination** as needed when exceptional circumstances have taken place;

- for mechanical power press **plant** subject to the requirements of PUWER Part IV - the examination and testing of enclosed parts; and
- for local exhaust ventilation **plant** – the initial appraisal of the **plant** as needed under COSHH.

To the extent that the **inspection services** do not include a **thorough examination** of the **plant** item, unless we agree otherwise in writing, the **inspection** will:

- be visual in nature;
- be limited by the design of the **plant**, the extent to which you prepare the **plant** and the extent to which you make available safe access to and from the **plant**; and
- not include carrying out or witnessing tests which are not routine.

Limits of our legal responsibility

We do not make any warranty about the activities described in this contract. In addition:

- we are not legally responsible for any special, incidental, indirect, consequential or exemplary damages, including loss of profits or revenue, loss of use, loss of opportunity, loss of goodwill, cost of substitute facilities, goods or services, cost of capital, governmental and regulatory sanctions and claims of others for those damages;
- the most we will pay for all claims, losses, damages and expenses resulting in any way from this contract will be the total amount of the **fee** we have received during the **contract period**; and
- apart from causing death or personal injury by our negligence or in other circumstances where we cannot limit our legal responsibility by law, we will not pay more than GBP 10,000,000 (ten million pounds).

You will indemnify us against any claims made against us and all damages, costs and expenses we may suffer as a result of any third-party claim arising out of your failure to keep to your responsibilities under the contract.

If you or someone else makes a claim against us (for example, in relation to any actual or alleged failure to keep to **statutory regulations**, any defect in the **plant** or any damage or injury caused by the **plant**), unless we have been negligent carrying out the **inspection services**, you must agree we are not responsible for, and fully refund us for, all losses and expenses that we may suffer.

Neither this contract, or us providing the **inspection services**, replace your legal duty under relevant **statutory regulations** to have your **plant** undergo a **thorough examination** or **inspection**, nor do they relieve you of any legal responsibility you may have to anyone else as a result of any defect in the **plant**, or for any change or injury which may be caused by how the **plant** is used.

Fees, additional charges and taxes

Fees

We will calculate the **fee** for the **inspection services** on the **plant** you tell us about at the start of the **contract period** and you must pay the **fee** in line with the **payment terms**.

We will adjust the **fee**:

- to take into account any **location** or individual items of **plant** added to or deleted from the schedule during the **contract period**;
- after a visit to a **location** to take into account any differences between the **plant** you told us about when setting up this contract and that identified during our visit;
- if you ask, and we agree, to carry out the **inspection services** outside **normal working hours**;
- annually, if the **contract period** is greater than 12 months;
- to account for any changes to the **plant** or to the frequency of the **inspection services**; or
- for anything beyond our reasonable control (for example a change in **statutory regulations** or legislation) that increases our cost in providing the **inspection services**.

If we change the **fee**, we will also make an extra charge, which you must pay, to cover our reasonable administration costs.

Additional charges

As well as the adjustments to the **fee** set out above, we will charge you if:

- you receive your **report** electronically and you also then ask us to provide a hard copy **report**;
- you ask us to provide a **report** in a format that is not our standard format;
- you ask us to re-examine an item of **plant** on a more frequent basis than the contractual **inspection** or **thorough examination** frequency shown in the schedule;
- you ask us to return to carry out an **inspection** or **thorough examination** which was not completed because you had failed to prepare or make the **plant** available (at a date and time we agreed);
- you fail to prepare or make the **plant** available at the date and time agreed;
- you ask for services, on top of those forming part of the **inspection services**;
- you ask us to carry out training or a risk assessment specific to your premises or to your health, safety and welfare procedures;
- you ask for, or safety requirements dictate that, more than one **competent person** undertake an **inspection** or **thorough examination** on an individual item of **plant**;
- we are required to undertake training/familiarisation before accessing the **location**; or
- there is a delay which prevents us from commencing with the **inspection** or **thorough examination** and you then request that we make an additional visit to complete any outstanding **inspection services**.

Taxes

You must also pay VAT on any **fee** and any additional charges and any other similar tax or duty charge made by any government or other authority ('duty') at the appropriate rate.

General conditions

The following conditions apply to the whole **inspection services** contract.

1. After the contract ends

When the contract ends, the conditions relating to indemnity, waivers, limits of remedies and limits of legal responsibilities, including those in this section, will stay in full force.

2. Anti-bribery

Neither you nor we will be involved in offering, promising or giving any financial or other advantage to any person if this breaks any law against bribery or corruption (including the Bribery Act 2010). You and we must each have an anti-corruption and bribery policy and procedures, including adequate procedures under the Bribery Act 2010, to prevent corruption and bribery offences and enforce them if this applies.

3. Confidentiality

Neither you nor we will release to any other person (apart from what we say in 'How we use your information' and 'How you use our information' within the 'Contract terms and conditions' section) any technical, business, intellectual property or similar information relating to the business affairs of the other which are known as a result of this contract.

Neither you nor we will use the other's information for any purpose other than to carry out the responsibilities under this contract unless required to do so by law or regulation.

Nothing in this section will place an obligation of confidentiality on either you or us for information that was already in the public domain, that was rightfully in the possession of either us or you before the **contract period**.

The responsibilities under this section will come into effect at the start of the **contract period** and will continue for 6 years after the contract ends.

4. Contracts (Rights of Third-Parties) Act 1999

Any person or company who is not named in the schedule has no right under the Contracts (Rights of Third-Parties) Act 1999 (or any other law) to enforce any term of this contract.

5. Enforcing terms

If any term of this contract is found to be illegal or cannot be enforced, it will not affect any of the other terms of the contract.

6. Force Majeure

We will not be legally responsible for any delay, or the results of any delay, in carrying out the **inspection services** if the delay is due to any cause beyond our reasonable control. We will be entitled to a reasonable extension of time to carry out the **inspection services** under this contract.

7. Health & Safety at Work Act 1974

You must:

- provide us with a safe working environment at the **location** where the **plant** is situated and a safe way of getting access to carry out the **inspection services**.

We will:

- keep to your safe systems of work, as long as you tell us about the systems in writing before we carry out any **inspection services**; and
- refuse to carry out any **inspection services** if we believe there is a health, safety or welfare risk.

8. Our right to subcontract

We may appoint subcontractors to support the **inspection services** but we will still be responsible for any subcontracted work.

9. Previous contracts between you and us

This contract represents the entire agreement between you and us and replaces all previous agreements, whether spoken or written, except for a **long-term agreement** if one is in force.

10. Sanctions, laws and regulations

We will not provide **inspection services** under this contract, or return any **fees**, if by doing so it would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

11. The Transfer of Undertakings (Protection of Employment) Regulations (as amended)

We do not have to employ any of your employees or the employees of your previous service provider in connection with this **inspection services** contract. You must indemnify us against all damages, costs and expenses we may suffer as a result of any claim (including for dismissal) or demand of any nature by any employee against us.

12. Waiver of rights

If we or you fail to enforce any of the rights under this contract, it does not mean they cannot be enforced in the future.

Your continuing responsibilities under this contract

1. Access to the plant

You must allow us access to the **location** and **plant** during **normal working hours** or as agreed between us. If **plant** can be moved, you must tell us the precise location of the **plant** with enough notice as agreed in writing between us.

2. Control of the plant

You must keep full responsibility for the care, custody and control of the **plant** at all times and especially when we are providing the **inspection services**.

3. Information relating to your plant

When asked, you must give the **competent person** all information relating to the **plant** they may need to complete the **inspection services**. This includes any changes to the **plant** since the last **thorough examination** or **inspection**.

4. Preparing the plant

You must have the **plant** properly prepared, dismantled and reassembled as necessary so we can carry out the **inspection services**.

5. Safety

You must provide the **competent person** with:

- safe access to and exit from the **location**;
- a safe working environment at the **location**;
- safe access to the **plant** to carry out the **inspection services**; and
- suitable rescue arrangements if the **competent person** is required to work at heights or other places with restricted access.



HSB Engineering Insurance Services Limited

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Registered as a branch in Ireland: 906105.

www.munichre.com/hsbeil

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NOT IF, BUT HOW