

# About Our Risk Management Service



**Ford Risk Management**  
Poppleton Grange  
Low Poppleton Lane  
York YO26 6GZ  
Telephone: 01904 784141  
E-Mail: [info@fordriskmanagement.co.uk](mailto:info@fordriskmanagement.co.uk)

## Terms of Business

### Our Service

The service we give will be provided by a competent consultant who has the necessary experience, skill and expertise to ensure that you receive proper advice that is in line with regulatory requirements and best practice. Each consultant is a chartered member of the Institution of Occupational Safety and Health and is governed by its code of conduct.

We offer a wide range of risk management and health and safety services. We will provide you with a description of the work we propose is carried out, and we will make recommendations for you after we have assessed your needs and requirements. The assessment will be based upon our reasonable assumptions, knowledge and judgement in your sector. It will include discussions with your nominated people, a review of documentation provided by you, a review of premises related conditions and an observation of working practices.

We cannot guarantee that we will have covered all of your risk management related imperatives as our assessments can never be completely exhaustive. Any written communication, training or advice that we provide you is not a warranty of compliance nor an assurance against risk. Any such advice represents only the best judgement of the consultant involved in its preparation.

You acknowledge that you remain fully responsible for compliance with any health and safety legislation applicable to your business, or any industry specific codes of conduct or practices.

Ford Risk Management is committed to carrying out business fairly, honestly and openly. We operate a zero tolerance approach to bribery and corruption and work hard to ensure full compliance with all applicable anti bribery and corruption laws.

### Customer's obligation

You will cooperate with us in all matters relating to the services, provide us with access to your premises and any other facilities as may reasonably be required by us, and make available provide in a timely manner any information required by us ensuring it is accurate in all material respects.

### Changes

If you request any additional services which are outside the scope of the original proposal there will be an additional charge which will be notified to you in advance.

### Consumer Credit Licence

We are authorised and regulated by the Financial Conduct Authority in respect of our current Consumer Credit Licence.

### Terms and Payment

The services provided under this agreement shall continue to be supplied on an annually renewable basis or until the project has been completed in accordance with our recommendations, or the period, specified in any other document. Our payment terms are set out in the proposal (unless specifically agreed by us in writing to the contrary) and are 14 days from the date of the invoice. Our payment terms are full payment including VAT.

If payment is not received from you in accordance with the above terms, we may choose to cancel this agreement.

If you choose to pay using finance provider your details will be passed onto them. If you have any queries or questions, either about the service provided

by the finance provider or their terms and conditions you should in the first instance contact them. Where your service is paid via the finance provider and you choose to renew your agreement, we will again continue to pass your details to them.

If any direct debit or other payment due in respect of any credit agreement you enter into to pay for our service, is not met when presented for payment or if you end the credit agreement we will be informed of such events by the credit provider.

In the event of default, if you have not made other arrangements with us to pay the fee you acknowledge and agree that we may cancel the agreement.

Upon receiving your strict acceptance to pay our service fee through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful.

Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from the finance provider. To use the finance provider's facility you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status.

Any payment we receive from you will be held by us, in a Non Statutory Client Trust Bank Account.

By operating a Non Statutory Trust D. E. Ford (Insurance Brokers) Ltd is permitted to, and may use such monies to cross fund clients premiums and claims.

Please make all cheques payable to "D. E. Ford (Insurance Brokers) Ltd".

No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of D. E. Ford (Insurance Brokers) Ltd.

### Confidentiality and Data Protection

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. All information about you of a sensitive or personal nature will be treated as private and confidential.

We both agree to keep in strict confidence all information which is of a confidential nature and may have been disclosed by either party to the other in relation to the supply of these services. All material data supplied by us to you shall at all times remain our exclusive property, will be held by you in safe custody at your own risk, and shall not be disposed of or used other than in accordance with our written instructions or authorisation.

We may also use the information we hold about you to provide you with information on other products and services we can offer and which we feel may be of interest to you. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat the issue of these terms as evidence of your informed consent.

## **Financial Crime**

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process.

We are obliged to report to the National Crime Agency any evidence or suspicion of financial crime at the first opportunity, and we are prohibited from disclosing any such report.

## **Intellectual property rights ownership**

All intellectual property rights and other rights in the documentation provided to you and the information contained in the online resource centre shall be owned by us. We licence all such rights to you free of charge and on a non-exclusive worldwide basis to such extent as is necessary to enable you to make use of the services and the documentation. If the agreement is terminated, this licence will automatically cease.

## **Complaints**

It is our intention to provide you with the highest possible level of customer service at all times. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so:

- In writing to the Complaints Manager Karen Deighton or our Senior Risk Manager Gavin Leatherbarrow
- By telephone on 01904 784141
- By e-mail to [kdeighton@deford.co.uk](mailto:kdeighton@deford.co.uk) or [gleatherbarrow@fordriskmanagement.co.uk](mailto:gleatherbarrow@fordriskmanagement.co.uk)
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Institution of Occupational Safety and Health (IOSH) or the Financial Ombudsman Service (FOS). More information is available on request or on their websites. [www.iosh.co.uk](http://www.iosh.co.uk) [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Further details will be supplied at the time of responding to your complaint.

## **Online services**

If you have subscribed to our interactive online service separate terms and conditions will apply to that service, copy available on request. These terms of business apply to the online resource centre.

## **Limit of Liability**

We limit our liability in respect of any act or omission to a sum of £10,000,000. This does not exclude or restrict liability for death or personal injury caused by our negligence or for wilful default, fraud or fraudulent misrepresentation. Liability for indirect or consequential losses is excluded. Ford Risk Management's liability is limited to that proportion of loss and damage which is just and equitable, having regard to the extent of its own responsibility for the loss and damage and that of any other party which may also be liable in respect of it. For the avoidance of doubt, in considering whether other parties may be liable to Ford Risk Management, no account is to be taken of any inability on its part to enforce remedies against another party by reason of causes of action against that party becoming time-barred, or the party's lack of means or the party's reliance on exclusions or limitations of law. This limitation does not apply in respect of any situation in which the limitation of liability is prohibited by law.

## **Document Retention**

All information in connection with our activities is retained for a minimum period of three years. This information may be stored on a variety of media, which may include paper and/or electronic format. After three years any records held by us may be destroyed. You may ask for a copy of information held about you at any time. In certain circumstances we may make a charge for the provision of this information.

## **Termination**

Without prejudice to any other rights or remedies which we may have, either party may terminate this agreement without liability to the other immediately on giving notice to the other if:-

- a) you fail to pay any amount due by the due date;
- b) the other party commits a material breach of this agreement;
- c) either party ceases to trade;
- d) you become the subject of bankruptcy, insolvency, liquidation, make a composition with your creditors or an administrator or receiver as appointed

On termination of this agreement for any reason:

- a) you shall immediately pay all amounts outstanding under this agreement or any other agreement/arrangement with us; and
- b) access to the online resource centre will cease and access to the member's area of our websites will terminate.

## **General**

This document should be read in conjunction with any proposal, service agreement renewal document or similar written communication such as e-mail or letter. Together with these terms all the documents form your contract with Ford Risk Management.

D.E. Ford (Insurance Brokers) Limited is an independent insurance intermediary and we act as the agent of our client. Ford Risk Management is a trading division of that company. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties, for example whilst holding client money, through delegated claims paying authority and delegated underwriting authority where we are acting on behalf of the insurer, where this occurs you will be advised.

## **Company details**

D.E. Ford (Insurance Brokers) Limited is authorised and regulated by the Financial Conduct Authority with a firm reference number 308563. You can check this on the Financial Services Register by visiting [www.register.fca.org.uk](http://www.register.fca.org.uk) or telephone the FCA on 0800 1116768. VAT number GB772467110.