



NDT MainCal Limited

Radiation Protection Services

Unit 1a, Bingswood Trading Estate · Whaley Bridge · High Peak · Derbyshire · SK23 7LY
RPA Support and Administration Direct Dial Tel No: 07719 306473
Head Office Tel: 01663 735283 · Email: rpa@maincal.com

AGREEMENT FOR RADIATION PROTECTION ADVISORY SERVICES

Agreement No.

Date:

Parties:

- 1 **NDT MAINCAL LIMITED** a company incorporated in England and Wales under number 02251543, whose registered office is at Unit 1a Bingswood Trading Estate, Whaley Bridge, High Peak, Derbyshire, SK23 7LY (the '**Supplier**'); and,
- 2 **THE CLIENT, xxxxxxxx**, named in Part A of the Contract Schedule (the '**Client**').

Recitals:

- (A) The Supplier carries on business in the provision of radiation protection advisory services.
- (B) The Client wishes to engage the Supplier to provide such services in relation to the business of the Client, and the Supplier is willing to provide such services to the Client, on the terms of this agreement.

Operative Provisions:

1 Definitions and Interpretation

- 1.1 In this agreement unless the content otherwise requires:

"Applicable Laws and Regulations" means all laws, rules and regulations which impose legal, regulatory or other requirements in respect of any of the activities which the Supplier undertakes as part of the Services including, without limitation, the following:

- Ionising Radiations Regulations 2017/(ACOP)*(IRR17);
- Environmental Permitting (England and Wales) Regulations 2016;
- Environmental Authorisations (Scotland) Regulations 2018;
- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2020;
- Management of Health and Safety at Work Regulations (MHSWR) 1999; and
- Provision and Use of Work Equipment Regulations (PUWER) 1998

*The **Approved Code of Practice** is published with IRR17 and gives guidance as to the interpretation and implementation of those regulations;

"Commencement Date" means the date specified in Part A of the Contract Schedule;

"Contract Schedule" the schedule to this agreement in which the particulars of the contract are set out;

"Designated Service Location" means the location at which the Services are to be provided set out in Part A of the Contract Schedule;

"Initial Term" means the initial term of this agreement stated in Part A of the Contract Schedule;

"Parties" means the Supplier and the Client, and "Party" shall mean either one of them;

"Service Charges" means the charges specified in Part C of the Contract Schedule for the provision of the Services;

“Service Request” means a duly completed request for provision of Services [in the form annexed to this agreement] submitted by the Client to the Supplier;

“Services” means such of the services specified in Part B of the Contract Schedule to be supplied by the Supplier to the Client pursuant to this agreement as are detailed in each Service Request;

“Specification” means the specification for the Services set out in Part B of the Contract Schedule;

“Term” means the period during which this agreement continues in force; and,

“Working Day” means a day other than Saturday or Sunday or a public holiday.

1.2 In this agreement a reference to:

1.2.1 a Schedule is a reference to a schedule to this agreement;

1.2.2 a clause or a paragraph is a reference to a clause of this agreement (other than the Schedules) or a paragraph of the relevant Schedule;

1.2.3 either party or the parties includes its or their respective successors in title and permitted assignees;

1.2.4 a person includes a body corporate, unincorporated association, partnership or other legal entity; and

1.2.5 a statute or a provision of a statute is a reference to that statute or provision as amended, re-enacted or extended at the relevant time, and includes any corresponding statute or provision of a statute replacing that statute or provision.

1.3 In this agreement:

1.3.1 the singular includes the plural and vice versa;

1.3.2 words importing any gender include any other gender;

1.3.3 “writing”, and any similar expression, includes a reference to any communication effected by electronic mail or similar means;

1.3.4 “this agreement” means this agreement and each of the Schedules, as amended or supplemented at the relevant time; and

1.3.5 where an expression is qualified by one or more examples preceded by the word “including”, it shall not limit the general scope of that expression.

1.4 The headings in this agreement are for convenience only and shall not affect its interpretation.

2 Provision of the Services

2.1 During the Term the Supplier shall provide the Client with such of the Services as the Client may from time to time request under clause 2.2, subject to the terms of this agreement.

2.2 All Service Requests must be duly completed and submitted to the Supplier in writing. The Client shall be responsible for ensuring the accuracy of all Service Requests.

2.3 Whilst the Supplier agrees to take all steps reasonably required to fulfil its obligations under this agreement in the normal course, the Supplier shall not be obliged to give the Customer any priority over any other client or customer of the Supplier with regard to the provision of the Services.

3 Terms and Conditions

3.1 The provision of the Services pursuant to this agreement shall be subject to the Supplier’s standard terms and conditions from time to time, except to the extent that:

3.1.1 any provision of those terms of sale is inconsistent with any provision of this agreement, in which event the latter shall prevail; or

3.1.2 the Supplier and the Client agree in writing to vary those terms of sale.

4 Financial provisions

4.1 The Client shall pay the Service Charges to the Supplier within 30 days of the date of the Supplier’s invoice in respect of the Services.

- 4.2 Where and to the extent that the Service Charges are calculated by reference to the amount of time spent by the Supplier in performing the Services the Client shall pay the Service Charges concerned at the rate(s) specified in Part C of the Contract Schedule.
- 4.3 The Supplier shall be entitled to invoice the Client for the Services at such time or times as it considers appropriate.
- 4.4 The Supplier shall be entitled to review and increase its Service Charges and charges set out in Part C of the Contract Schedule, provided that such charges cannot be increased more than once in any 12 month period. The Supplier shall give the Client written notice of any such increase not less than **four** months before the proposed date of that increase.
- 4.5 All amounts stated are exclusive of VAT which will be charged in addition at the rate in force at the time the Client is required to make payment.
- 4.6 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in this agreement, then the Supplier shall be entitled to:
- 4.6.1 charge interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998;
 - 4.6.2 require the Client to pay in advance for any Services which it may request; or,
 - 4.6.3 not perform any further Services for the Client.

5 Duration of agreement

- 5.1 This agreement shall commence on the Commencement Date and, subject to the provisions of clauses 5.2 and 5.3, shall continue until terminated by either Party giving not less than 3 months' notice in writing to the other to expire at any time on or after the last day of the Initial Term.
- 5.2 The Supplier shall be entitled to terminate this agreement at any time on written notice to the Client if the Client fails to pay any Service Charges within 14 days of the due date for payment.
- 5.3 Without prejudice to the other remedies or rights a party may have, either Party may terminate this agreement, at any time, on written notice to the other Party ('**Other Party**'). The notice will take effect as specified in the notice:
- 5.3.1 if the Other Party is in material breach of its obligations under this Agreement and where the breach is capable of remedy within 28 days, the Other Party has not remedied the breach within 28 days of receiving written notice which specifies the breach and requires the breach to be remedied; or
 - 5.3.2 if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- 5.4 On termination of this Agreement, the Client shall pay for all Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Supplier for the performance of the Services prior to the date of termination.

6 Consequences of termination

- 6.1 On the termination of this agreement for any reason the Supplier shall return to the Client all Confidential Information obtained or produced in the course of providing the services and any Client Resources used for the provision of the Services, and supply the Client with copies of all Records relating to the provision of the Services (to the extent that they have not already been supplied to the Client).
- 6.2 The expiry of this agreement shall not affect:
- 6.2.1 any payment which is owing by either party to the other;
 - 6.2.2 any other accrued rights of either party; or
 - 6.2.3 any provision of this agreement which is expressed to come into force or continue in force on or after termination.

7 Data Protection

The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Supplier in connection with the Services.

8 General

8.1 Amendments

This agreement may only be amended in writing signed by duly authorised representatives of the Parties.

8.2 Entire agreement

This agreement contains the whole agreement between the Parties in respect of the provision of the Services by the Supplier to the Client and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The Parties confirm that they have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement. Nothing in this agreement excludes liability for fraud.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

CLIENT:	NDT MAINCAL LIMITED
Signed _____	Signed <i>S. Allsopp</i>
Name _____	Name <u> S Allsopp </u>
Position _____	Position <u> RPA Administrator </u>
Authorised Signatory	Authorised Signatory
For and on behalf of	For and on behalf of
The Client	NDT Maincal Limited.