

Resilify.io

Subscription Hub Service

Terms & Conditions



1.0 PARTIES, DATES & FEES

2.0 DEFINITION OF TERMS

1.0 Parties, Dates & Fees

1. The costs of this agreement as defined for each Subscription Service:

Health & Safety Competent Person					
Subscription Level	Hours Per Month	Suitable for	Staff	Location(s)	Price
Basic	4	Service-based businesses	Up to 20	1	£400 + VAT
Professional	8	Service-based businesses or low-risk production	Up to 40	Up to 2	£800 + VAT
Advanced	16	General construction or manufacturing businesses	40+	Up to 3	£1600 + VAT

Outsourced Data Protection Officer				
Subscription Level	Hours Per Month	Suitable for	Staff	Price
Basic	4	Service-based businesses, handling minimal personal information	Up to 20	£400 + VAT
Professional	8	Service-based businesses or low-risk production, handling some	Up to 40	£800 + VAT

		sensitive personal information		
Advanced	16	General construction or manufacturing businesses, handling larger volumes of Personal Information.	40+	£1600 + VAT

Risk Assist Helpdesk			
Subscription Level	Hours of consultancy Per Month	Suitable for	Price
Basic	1	Businesses with a good understanding of their compliance regime and have in-house resources, but may need occasional access to competent advice on international standards and risk	£100 + VAT
Professional	2	Businesses with some understanding of their compliance regime and requires more frequent questions about international standards and risks	£200 + VAT
Advanced	3	Businesses that do not have an inhouse compliance resource and have regular questions or require template documentation.	£300 + VAT

2. Our day rates and other fees are reviewed each April and therefore may change on renewal of any agreement.

2.0 Definition of Terms

2.0.1

References to “We”, “Us”, “Our”, “Our Selves”, “The Company”, and “Assent” refers to the service provider, Associate Enterprises Limited.

2.0.2

References to “You”, “Your”, “The Customer”, “The Client” refers to the party or parties entering into this agreement with Associate Enterprises Limited.

2.0.3 References to “The Subscription” refers to one or more resify.io services you have subscribed to. These terms apply to each subscription individually.

Appendix A:

Terms and Conditions

A1. Definition of the Competent Person Service

Section 7 of the Management of Health and Safety at Work Regulations 1999 requires organisations to have access to a competent health and safety advisor.

The Health & Safety Competent Person Advisor Service provides timely access to competent health & safety advice.

A named health & safety advisor will be assigned to your organisation and a profile of their qualifications and experience will be provided.

The named health and safety advisor may change without notice during your agreement.

A1.1 Definition of the Outsourced Data Protection Officer

Article 37, of the EU GDPR states that a Data Protection Officer must be assigned, Section 6 of Article 37, states that the data protection officer may 'fulfil the tasks on the basis of a service contract'.

The Outsourced Data Protection Officer will be involved, properly and in a timely manner, in all issues which relate to the protection of personal data.

A named data protection officer will be assigned to your organisation and a profile of their qualifications and experience will be provided.

The named data protection officer may change without notice during your agreement.

A1.2 Scope of Services

The scope and extent of your organisation's Subscription Services requirements will be defined and documented during the on-boarding process, see 1.2 below.

This includes:

- Number of Locations.
- Number of Staff at each location.
- Type and extent of activity and work processes covered under this agreement.
- Extent of your insurance cover.
- Accident and Claims history over the last 5 year, to be disclosed by the client.

The Scope of the Health and Safety Advisor Service can be extended at any time by written notice and may affect the monthly fee.

A Certificate of Service detailing the Scope will be issued to the client, see 1.3 below.

A1.3 On-boarding Process

An on-boarding process shall be completed for the purpose of information gathering and clarification.

The on-boarding process will be chargeable as part of the advisor agreement and may identify changes that need to be made prior to the Health & Safety Advisor Service taking affect.

A1.4 Certificate of Service

An interim certificate of service will be issued upon registration. This certificate will be valid for 7 days from the date of registration.

A certificate of service will be provided within 7 days of registration and successful on-boarding of the organisation to our advisory service.

There must be a valid certificate of service in order to use the advisor service.

We will not advise on incidents that take place outside the certificate date, unless otherwise agreed.

We reserve the right to suspend or withdraw the certificate of service at any time where:

- - The information provided by the client is found to be inaccurate.
- - A previously known H&S issue or prosecution has not been disclosed at the start of the agreement.

A2. Notification of Accidents, Incidents or Advice Requests

All notifications of accidents, incidents or advice requests (here-on referenced as 'issues') must be submitted via our help desk system to receive a ticket number.

Issues that do not have an associated ticket number will be considered as though Assent has not been informed of that issue and will not be covered by the advisor service.

Assent should be notified of any accidents or incidents that occur as soon as possible.

In some cases, additional site visits and work may be required to close an issue at additional cost.

A3. Submission of Tickets

1. Submission of Tickets

Tickets may be submitted via the online portal and this is the preferred method.

Assent staff may raise a ticket on behalf of a client resulting from a telephone call, email or conversation.

Submitted tickets are allocated to one of the above valid certificates of service before being addressed by Assent staff.

If no valid certificate can be found, the ticket requester will be asked to confirm the agreement that is in place, or choose one of the above options.

A3.1. Response Commitment

We will make all reasonable efforts to respond to tickets within 1 UK working day, however it should be noted that the complexity of tickets may vary and therefore resolution times cannot be guaranteed.

A4. Ticket Closure

When our team is confident that the ticket has been answered effectively the customer will be asked to confirm the ticket closure within the ticket.

Tickets will automatically be closed in 48 hours if no response has been received.

A5. Customer Verification

The service desk will accept tickets from registered email addresses within your organisation. Where an unrecognised email address has submitted a ticket, we will require verification from the named contact before proceeding to service the ticket.

The list of registered users can be updated by submitting a ticket.

A6. Confidentiality & Information Security

Assent cannot be held responsible for information submitted by the customer and we do not vet, redact or censor content.

However, Assent staff will avoid, as far as possible, including any personal or confidential information within the ticket responses.

Further information on our Information Security Policy can be found on www.assent1.com.

A7. Desk Opening Times

The Risk Assist service desk will be open:

Monday to Friday 9am to 5pm UK TIME

However, tickets can be submitted any time via the online portal

A8. Ticket Themes

Each ticket should contain one theme or incident only. Occasionally it may be necessary for Assent staff to open a new ticket to separate different issues.

This enables our team to select the most appropriate person to work on each issue and makes reporting clearer.

A9. Disclaimer

The responses provided in relation to a ticket do not represent legal advice, and we recommend the client engage a suitable legal counsel separately for any issues that could result in a legal action. This includes but is not limited to: accidents, data breaches, employment disputes, contractual disputes, property disputes and enforcement actions from a government or local authority.

The responses provided by our team are based on the information as recorded within the ticket. Occasionally assumptions may be made and in these cases we will try to clarify the situation with the client. We will always direct you to official advice where possible.

The client understands that through the online ticket tool, we are unable to get a full picture of a situation and therefore the scope of our response is limited. See section 12.

We cannot be held responsible for any loss or damage suffered by the client through using our Risk Assist service or acting upon responses provided by our team.

A10. Usage and Limits

The Competent Person Service is provided with a maximum number of consultancy hours per month.

We reserve the right to refuse service or review the fees due under the agreement in section 2 above, if the volume of work is consistently above the allotted hours.

This agreement is allocated **a set number of hours shown in 1.0.4 of this agreement** per calendar month to address issues as raised in A3 above.

A11. Cancellation of Service

The Competent Person service is offered on a monthly basis.

The agreement can be cancelled with at least 30 days' notice before the end of the term.

Where The Subscription is offered as an additional part of another support agreement with Assent this will not affect the underlying support agreement.

The Assent team will make every effort to close all tickets prior to the end of the agreement, however all-open tickets will automatically be closed on expiration of the agreement.

A12. Additional Services

The client appreciates that not all issues can be resolved remotely via the service desk.

We may recommend a site visit, audit or other consultancy in order to resolve your issue.

This will be quoted separately to the Competent Person Service charge, at our standard day rates.

A13. Fees & Payment

We offer a standard monthly rate, capped as detailed in section 10 above, however this can be increased subject to the requirement of the company, at additional cost.

These fees are reviewed, in line with our other fees, every April.

We reserve the right to refuse tickets for non-payment. Payment is in advance of the month it covers.

A14. Acceptable Use of the Service Desk

The Risk Assist service desk is provided under an acceptable use policy.

We reserve the right to refuse service or review the fees due under the agreements in section 2 above, if the volume of tickets is consistently of a high level that we deem to be unacceptable.