



Quality Leisure Management Ltd

Terms and Conditions of Business

(Revised for 2026 Health, Safety & Compliance Support Service Renewals)

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Quality Leisure Management Ltd is a wholly owned subsidiary of PHSC Plc

PHSC plc

1. Definitions

“Service” means the QLM Annual Health, Safety & Compliance Support Service as described in the renewal letter.

“Agreement Year” means the 12-month period beginning on the renewal anniversary date.

“Client” means the organisation purchasing the service.

“QLM” means Quality Leisure Management Ltd.

2. Scope of Service

2.1 The annual fee covers access to advisory support, agreed programme activities, telephone and email advice, and resources as outlined in the renewal document. The service is not delivered on a day-rate or time-bank basis.

2.2 QLM will work with the Client to agree a planned programme for the Agreement Year, following an Annual Compliance Review call.

2.3 The annual fee does not include additional training, audits or consultancy outside of the agreed programme unless explicitly quoted and agreed separately.

3. Duration, Renewal and Notice

3.1 The Agreement will commence on the renewal anniversary date stated in the renewal letter.

3.2 The Agreement will automatically renew each year at QLM’s prevailing annual fee unless the Client provides written notice of cancellation at least 90 days prior to the renewal anniversary date.

3.3 Notice must be provided by email to: admin@qlmconsulting.co.uk. QLM will acknowledge receipt in writing.

4. Fees and Invoicing

4.1 The annual fee is payable in full at the start of each Agreement Year.

4.2 Invoices are due for payment within 14 days of issue, regardless of whether a purchase order has been supplied.

4.3 Expenses for pre-agreed travel, accommodation or subsistence are chargeable at cost.

5. Use of Services and Expiry

5.1 The Service is provided as an annual programme. Unused service elements cannot be carried forward, reallocated, exchanged for other services, or refunded.

5.2 Availability of consultants and scheduling will be dependent on reasonable notice and mutually agreed dates.

6. Changing or Cancelling Booked Support Time

6.1 Any change to a scheduled on-site or online session is subject to the cancellation fees below:

Client Cancellation / Reschedule	Charge
More than 15 working days' notice -	No charge
6–15 working days' notice -	50% of the scheduled session
0–5 working days' notice -	100% of the scheduled session

6.2 These charges apply to ensure fair allocation of consultant time and adequate planning across all clients.

6.3 QLM reserves the right to reschedule due to consultant illness or unforeseen operational issues, with as much notice as possible and without penalty to the Client.

7. Client Responsibilities

7.1 The Client agrees to:

- a. Provide accurate information relevant to the Service.
- b. Facilitate reasonable access to sites, documents and personnel where required.
- c. Notify QLM promptly of changes affecting planned work (e.g., site closures, operational changes).

7.2 The Client remains responsible for implementing recommended actions and ensuring statutory compliance.

7.3 Implementation of Advice and Legal Compliance

QLM provides advice, guidance and recommendations based on the information made available by the Client at the time. Responsibility for deciding whether and how to implement any recommendations rests solely with the Client. QLM does not exercise control over the Client's operations and shall not be liable for any failure by the Client to follow advice, or for any legal, regulatory, enforcement or prosecution action arising from the Client's acts, omissions or failures to implement appropriate control measures.

For the avoidance of doubt, QLM's role does not replace the Client's statutory duties as an employer, duty holder or controller of premises under health and safety legislation.

8. Liability

- 8.1 QLM will exercise reasonable skill and care in delivering the Service.
- 8.2 QLM's liability, whether in contract or tort, shall not exceed the value of the annual fee, except where liability cannot legally be limited.
- 8.3 QLM shall not be liable for consequential, indirect or economic losses, nor for compliance failures arising from the Client's decision not to follow advice or implement recommended control measures.

9. Data Protection

- 9.1 Both parties shall comply with applicable data protection legislation.
- 9.2 QLM will process Client data only as necessary for delivering the Service.

10. Governing Law

- 10.1 This Agreement is governed by the laws of England and Wales.
- 10.2 Any disputes shall be subject to the exclusive jurisdiction of the English courts.