



## ADVISORY VISIT TERMS AND CONDITIONS

This document sets out the terms of an agreement for Carmarthenshire County Council to provide a business support service to the business known as :-

Business name: .....

Address: .....

.....Postcode: .....

I, (name)..... (role)..... of the

above business having the provision of the above service indicated below agree to pay for the fees set out below AND accept the conditions set out in this agreement.

Email: .....Mobile: ..... Landline:.....

Signed:..... Date:.....

**£45.00 per hour of service.**

Nature of service to be provided – Food Hygiene Advice.

***A supplementary fee of £45.00 is also chargeable where the advice is required in writing, again to be paid in advance.***

### 1. INTERPRETATION

1.1 In this agreement:

1.1.1 The “Authority” means Carmarthenshire County Council, its employees and representatives.

1.1.2 The “Business” means the business identified above and includes: the food business operator, any owner, other legal entity, employee and representative of or associated with the Business.

### 2. SCOPE AND CONDITION PRECEDENT.

2.1 For the avoidance of doubt, nothing in this Agreement shall:

2.1.1 fetter the Authority’s discretion to exercise any right or obligation which it is entitled to exercise in law; or

2.1.2 require the Authority to act or cease to act in any way which is contrary to any legal requirements.

### **3. AUTHORITY OBLIGATIONS**

3.1 The Authority agrees that the Services shall be provided.

3.1.1 by suitably qualified staff and in a professional and courteous manner;

3.1.2 with reasonable skill and care;

3.1.3 in accordance with any timescales agreed between the parties;

3.1.4 without prejudice to other legal requirements or duties.

For the avoidance of doubt, nothing in this agreement shall fetter in any way the Authority's discretion to take whatever action is deemed appropriate in the circumstances including, if required, appropriate enforcement action in accordance with its enforcement policy.

3.2 The business agrees that it will provide the Authority with such information and assistance as the Authority may reasonably require in order to enable or facilitate the Authority to deliver the service agreed.

### **4. CHARGES AND PAYMENT.**

4.1 The Business shall pay the Authority the charges agreed above in advance of the provision of the service.

4.2 The charges shall be inclusive of VAT.

### **5. SCOPE AND ADVICE AND LIABILITY.**

5.1 The parties agree that:

5.1.1 the fundamental reason for the provision of advice by the Authority is to assist the business in achieving compliance with the law;

5.1.2 the advice and guidance provided by the Authority may not prevent enforcement action in the future;

5.1.3 the advice or guidance provided by the Authority may become obsolete, and

5.1.4 the duty in relation to compliance remains with the Business.

5.2 Further to its primary purpose (4.1. above) the service may also provide advice to assist the business in successful food business management, good food safety practice or higher standards that the Business may wish to achieve.

5.3 Accept as expressly stated in this agreement, all terms, conditions, warranties and representations that would be applied or implied (by statute or otherwise) in, or in relation to this Agreement are excluded to the fullest extent permissible in law.

- 5.4 Neither party excludes or limits liability to the other party for fraud, nor for death or personal injury cause by its negligence (as defined in the Unfair Contract Term Act 1977), nor for any other liability for which it is not possible to exclude or limit liability by operation of law.
- 5.5 The Authority's liability to the Business arising out of or in connection with this Agreement (whether in contract, tort, negligence or otherwise) shall be limited to the amount paid by the Business for those services in any one year.
- 5.6 In no event shall either party be liable to the other under or in connection with this Agreement (whether in contract, tort, negligence or otherwise) for any indirect or consequential loss or damage, or for any of the following losses (whether direct or indirect).
- 5.6.1 any loss of profits.
  - 5.6.2 loss of business;
  - 5.6.3 loss of opportunity.
  - 5.6.4 loss of revenue;
  - 5.6.5 loss of goodwill;
  - 5.6.6 loss of anticipated contracts; and/or
  - 5.6.7 loss of anticipated savings.
- 5.7 The Business agrees that no individual member of the Authority's staff shall have any liability to the Business (whether in contract or in tort, including negligence) arising out of the provision of the Services where that individual honestly believed that the act complained of was within their powers or that their duties required or entitled them to do that act and they have acted reasonably (and the Business shall not bring any claim against such individual member of the Authority's staff in such circumstances).
- 5.8 Visits carried out under the Food hygiene Advice Scheme will not replace routine inspections which will be carried out unannounced. The officer allocated to carry out the advisory visit will normally be different to the one who will carry out your routine inspection.

## **6. CONFIDENTIALITY**

- 6.1 Each party:-
- 6.1.1 shall treat all Confidential Information belonging to the other party as confidential and safeguard it accordingly; and
  - 6.1.2 shall not disclose any Confidential Information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary to comply with the law;