

Terms & Conditions

2024

Terms & Conditions

The Customer's attention is particularly drawn to the provisions of clause 12.

1. Interpretation:

1.1 Definitions.

In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.8.

Contract: the contract between JPA and the Customer for the supply of Goods and/or Services in accordance with these Conditions. The Contract shall be formed in accordance with clause 2.

Customer: the person or firm who purchases the Goods and/or Services from JPA.

Deliverables: the deliverables, other than the Goods, set out in the Order.

Delivery Location: has the meaning set out in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 15.1(a).

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, which are agreed in writing by the Customer and JPA.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, photos, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

JPA: John Pulsford Associates Limited registered in England and Wales with company number 01180064 whose registered office is situated at Unit 4 Sphere Industrial Estate, Campfield Road, St Albans, Herts, AL1 5HT.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of JPA's quotation, as the case may be. The order shall provide full details of the Customer premises or location where delivery of the Goods and/or performance of the Services are to occur confirming access, floor number, facilities and amenities.

Order Acknowledgement: JPA's email acceptance of the Order which shall also include or refer to the Goods Specification.

Receipt: the signed delivery note from the Customer confirming the condition and delivery of the Goods and/or performance of the Services alongside any photographic evidence the JPA may take.

Services: the services, including the Deliverables, supplied by JPA to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided as set out in the Order Acknowledgement or such other written agreement between JPA and the Customer.

Supplier Materials: has the meaning set out in clause 8.1(j).

1.2 Construction. In these Conditions, the following rules apply :

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its personal representatives, successors or permitted assigns;

(c) a reference to writing or written includes faxes and e-mails.

2. Basis of Contract:

2.1 The Order constitutes an offer by the Customer to purchase Goods and/ or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when JPA issues the Order Acknowledgement to the Customer's notified email address at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of JPA which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by JPA and any descriptions of the Goods or illustrations or descriptions of the Services contained in JPA's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing at any time on or prior to the Commencement Date.

2.6 Any quotation given by JPA shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue. The Customer acknowledges and understands that prices contained within any quote are based on the assumption that immediate uninterrupted access shall be given to the Customers premises and that the premises shall be clear and serviced by working lifts where delivery and/or the provision of the Services is to occur other than on the ground floor. If this is not the case additional charges shall be incurred.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Goods:

3.1 The Goods are described in the Goods Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall (a) Ensure that the Goods Specification meets the Customer's requirements; and (b) indemnify JPA against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by JPA in connection with any claim made against JPA for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with JPA's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3 JPA reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

4. Delivery of Goods:

4.1 JPA shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and JPA reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable).

4.2 JPA shall deliver the Goods to the location set out in the Order Acknowledgement or such other location as the parties may agree (Delivery Location) at any time after JPA notifies the Customer that the Goods are ready.

4.3 Delivery of the Goods shall; (a) be completed on the completion of the unloading of the Goods at the Delivery Location; or (b) where JPA are instructed to install the Goods, be completed on the completion of the installation of the Goods and provision of the Services at the Delivery Location.

4.4 The Customer shall provide at least 72 hours prior notice in writing in the event that it wishes to alter any agreed delivery date so as not to incur additional charges. If the Customer fails to provide the required notice under this clause.

4.4 JPA shall be entitled to recover any costs incurred in accordance with clause 8.2 and/or clause 9.

4.5 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. JPA shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide PA with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to accept or take delivery of the Goods within 2 to 4 Business Days of JPA notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by JPA's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 among the day that JPA notified the Customer that the Goods were going to be delivered; and (b) JPA shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance) however incurred.

4.7 If 20 Business Days after JPA notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, JPA may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.8 JPA may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of Goods:

5.1 JPA shall use all reasonable endeavours to pass on any manufacturer's warranty to the Customer in relation to the Goods and otherwise warrants that on delivery the

Goods shall:(a) conform in all material respects with their description and any applicable Goods Specification;

(b) be free from material defects in design, material and workmanship; and

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).5.2 Subject to clause 5.3, if:

(a) The Customer provides notice of any damage which is apparent on inspection to the Goods within 2 Business Days of delivery; or

(b) Where the notice does not relate to damage covered by clause 5.2 (a) the Customer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;(c) JPA shall be given a reasonable opportunity of examining such Goods;

and

(d) the Customer (if asked to do so by JPA) shall return such Goods to JPA's place of business at the Customer's cost,

JPA may, at its option and complete discretion, choose to repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 JPA shall not be liable for the Goods' failure to comply with the warranty in clause 5.1

if:(a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2; or

(b) the defect arises because the Customer failed to follow JPA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

(c) the defect arises as a result of JPA following any drawing, design or Goods Specification supplied by the Customer; or



(d) the Customer alters or repairs such Goods without the written consent of JPA; or

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, JPA shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied

6. Title & Risk:

6.1 The risk in the Goods shall pass to the Customer on completion of delivery. JPA accepts no liability for any damage, costs, expenses or penalties that may arise due to any third party actions after completion of delivery to either the Goods and/or any other property. By way of example, if the Customer allows (whether with knowledge or not) any third party to deal with, move or interfere with the Goods after completion of delivery this shall be at the complete risk of the Customer and JPA accepts no liability whatsoever.

6.2 Title to the Goods shall not pass to the Customer until JPA has received payment in full (in cash or cleared funds) for:

(a) the Goods; and

(b) any other goods that JPA has supplied to the Customer in respect of which payment has become due.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) hold the Goods on a fiduciary basis as JPA's bailee;

(b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable; and

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on JPA's behalf from the date of delivery; but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(i), or JPA reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy JPA may have, JPA may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, the Customer grants to or shall procure for JPA a continuing licence to enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Supply of Services:

7.1 JPA shall provide the Services to the Customer in accordance with the Service Specification in all material respects.

7.2 JPA shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Acknowledgement, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 JPA shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and JPA shall notify the Customer in any such event.

7.4 JPA warrants to the Customer that the Services will be provided using reasonable care and skill.

8. Customer Obligations:

8.1 The Customer shall:

(a) ensure that the terms of and information contained within the Order, the Goods Specification, the Service Specification and the Order Acknowledgement are complete and accurate;

(b) ensure that the Goods and/or Services are sufficient to meet its requirements;

(c) ensure that a suitable representative of the Customer is present on delivery of the Goods and/or completion of the provision of the Services in order to sign the Receipt;

(d) allow or procure authorisation for JPA to take photographs to verify delivery of the Goods and/or performance of the Services as well as for future marketing initiatives under clause 10;

(e) co-operate with JPA in all matters relating to the Services;

(f) provide JPA, its employees, agents, consultants and subcontractors, with access to the Customer's premises, offices, accommodation and other facilities as reasonably required by JPA to provide the Services and/or to deliver the Goods;

(g) provide JPA with such information and materials as JPA may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

(h) prepare and clear all items from the Customer's premises or the relevant location for the supply of the Services and/or delivery of the Goods and generally ensure that it is safe and free of hazards. The Customer shall ensure that all entrances, stairwells, lifts and corridors are clear and unimpeded to all the movement of the Goods and/or performance of the Services within the Customer's premises. The Customer shall also ensure that all other tradesmen have cleared and vacated the relevant area of the Customer's premises;

(i) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

(j) keep and maintain all materials, equipment, documents and other property of JPA (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain JPA Materials in good condition until returned to JPA, and not dispose of or use JPA Materials other than in accordance with JPA's written instructions or authorisation.

8.2 If JPA's performance of any of its obligations in respect of the Services is affected, prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) JPA shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays JPA's performance of any of its obligations;
- (b) JPA shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from JPA's failure or delay to perform any of its obligations as set out in this clause 8.2;
- (c) JPA shall be entitled to apply the overtime charges referred to in clause 9.2 (c) in relation to any additional time incurred by JPA outside of the quoted time in the Order Acknowledgement; and
- (d) the Customer shall reimburse JPA on written demand for any costs or losses sustained or incurred by JPA arising directly or indirectly from the Customer Default.

9. Charges & Payment:

9.1 The price for Goods shall be the price set out in the Order Acknowledgement or, if no price is quoted, the price set out in JPA's published price list as at the date of delivery. Unless otherwise stated the price of the Goods is inclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.

9.2 The charges for Services shall be on a time and materials basis:

- (a) the charges shall be calculated in accordance with JPA's standard daily fee rates card (Rates Card) in force from time to time, as can be seen at (www.jpa-workspaces.com) For the avoidance of doubt additional charges shall be incurred at those rates set out on the Rates Card or as otherwise agreed for site surveys, drawings, specifications and CAD plans (3D designs);
- (b) JPA's standard daily fee rates for each individual person are calculated on the basis of the working hours set out on the Rates Card;
- (c) JPA shall be entitled to charge an overtime rate shown on the Rates Card for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2(b); and
- (d) JPA shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom JPA engages in connection with the Services including, but not limited to, travelling expenses, and any associated expenses, and for the cost of services provided by third parties and required by JPA for the performance of the Services, and for the cost of any materials; and
- (e) For the avoidance of doubt additional charges may be incurred for additional labour, down time or storage including, but not limited to situations where:
 - (i) A suitable lift is not working or available for delivery of the Goods to a location other than on the ground floor; or
 - (ii) Where access to the delivery location is not clear or is prevented by any third party; or
 - (iii) Where an authorised member of the Customers staff is unavailable to sign the Receipt.

9.3 JPA reserves the right to:

(a) Require up front or part payment from the Customer prior to provision of the Goods or performance of the Services;

(b) increase its standard daily fee rates for the charges for the Services; and
(c) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to JPA that is due to:

(i) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

(ii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give JPA adequate or accurate information or instructions in respect of the Goods.

9.4 JPA shall invoice the Customer on or at any time after completion of delivery and/or performance of the Services.

9.5 The Customer shall pay each invoice submitted by JPA:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by JPA, and time for payment shall be of the essence of the Contract.

9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by JPA to the Customer, the Customer shall, on receipt of a valid VAT invoice from JPA, pay to JPA such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.7 Without limiting any other right or remedy of JPA, if the Customer fails to make any payment due to JPA under the Contract by the due date for payment (Due Date), JPA shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Bank of England's base rate accruing on a entitled to assert any credit, set-off or counterclaim against JPA in order to justify withholding payment of any such amount in whole or in part. JPA may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by JPA to the Customer. daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

9.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against JPA in order to justify withholding payment of any such amount in whole or in part. JPA may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by JPA to the Customer.

10. Intellectual Property Rights:

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by JPA.

10.2 The Customer acknowledges that all Intellectual Property Rights in or arising out of any specification for the Goods, including any relevant plans or drawings created or supplied by JPA shall be owned by JPA.

10.3 The Customer authorises JPA to take photographs of the Goods, the Goods once they are installed on the Customers site and/or completed Services for use by JPA in any marketing material and on any medium and acknowledges that any Intellectual Property Rights in or arising out of or in connection with the photographs shall be owned by JPA.

10.4 All Supplier Materials are the exclusive property of JPA.

11. Confidentiality:

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are marked as confidential and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination of the Contract.

12. Limitation of Liability:

12.1 Nothing in these Conditions shall limit or exclude JPA's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- (b) fraud or fraudulent misrepresentation.

12.2 Subject to clause 12.1:

- (a) JPA shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) JPA's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the cost of the Goods and/or Services under the Contract.

12.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

13. Termination

13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 10 Business Days after receipt of notice in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company);
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (g) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(b) to clause 13.1 (f) (inclusive);
- (h) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- (i) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.2 Without limiting its other rights or remedies, JPA may terminate the Contract:

- (a) by giving the Customer 4 weeks' written notice;
- (b) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.3 Without limiting its other rights or remedies, JPA shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and JPA if:

- (a) the Customer fails to pay any amount due under this Contract on the due date for payment; or
- (b) the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(i), or JPA reasonably believes that the Customer is about to become subject to any of them.

14. Consequences of termination & liquid damages

14.1 On termination of the Contract for any reason:

(a) the Customer shall immediately pay to JPA all of JPA's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, JPA shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) at the sole discretion of JPA the Customer shall upon receipt of notice from JPA return all of JPA Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then JPA may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract. For the avoidance of doubt this shall not replace the obligation for payment under clause 14.1 (a) and shall be at JPA's discretion;

(c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14.2 If the Customer tries, after delivery of the Order Acknowledgment but prior to delivery of the Goods and/or performance of the Services, to terminate the Contract contrary to clause 13:

(a) during the manufacture and productions of the Goods the Customer shall pay JPA on demand the costs incurred by JPA up to and at the date of termination whether or not invoiced (including but not limited to material costs, subcontractors fees, labour costs etc.) in accordance with clause 9 (where relevant) as liquidated damages; or

(b) once the Goods have been manufactured and are in a condition to be sent to the Customer (whether notified or not) the Customer shall pay JPA on demand the full price to be paid for the Goods and/or Services in accordance with clause 9.

The escalating costs under this clause 14.2 are due to the stage of production of the Goods and/or provision of the Services and the parties confirm that this sum represents a genuine pre-estimate of JPA's loss should the Customer seek to cancel the Contract at those times specified. The Customer acknowledges that the Goods are manufactured to order and once produced are very difficult to sell to third parties and that full payment represents the genuine loss that JPA would suffer. JPA will still use reasonable endeavours to try to resell the Goods and shall apply any receipt of payment by JPA for Goods sold to third parties against the liability owed by the Customer under this clause 14.2 and where payment has been made JPA shall either provide credit to or reimburse the Customer.

15. General

15.1 Force majeure:

(a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of JPA including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

(b) JPA shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents JPA from providing any of the Services and/or Goods for more than 4 weeks, JPA shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15.2 Assignment and subcontracting:

(a) JPA may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

(b) The Customer shall not, without the prior written consent of JPA, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.3 Notices:

(a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

(b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or, if sent by prepaid first-class post or recorded delivery, at 10.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

(c) This clause 15.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

15.4 Waiver and cumulative remedies:

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.

15.5 Severance:

(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by JPA.

15.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.



Environmental Policy



This statement set out the approach adopted by John Pulsford Associates Limited (JPA Workspaces) to its combined Quality and Environmental Management System.

ISO9001: FM 28443
ISO14001: EMS 547673

Scope:

JPA is in the business of Furnishing with Purpose - specification, sourcing, supply, installation and maintenance of furniture products, services and accessories to the contract interiors sectors (Commercial, Educational, Hospitality and Healthcare) with optimal social and environmental value. Our vision is to be the 'Trusted, expert designer and provider of sustainable workspace solutions, which are better for our people, environment and planet'.

Objectives & Targets:

Management reviews provide the core framework for establishing objectives and targets with additional reviews being conducted due to other influences such as audits or feedback.

Our Commitments:

We are committed to the ongoing operation of our environmental management system which has been developed to satisfy the requirements and be operated in accordance with the international standard ISO 14001:2015. As a business we are committed to complying with the associated requirements by not only implementing the standard but utilising the framework as valuable tool within the business.

As a minimum we shall:

- Assign adequate resources to maintain and develop the management system
- Maintain controls to fulfil relevant legal, statutory obligations and other compliance obligations
- Remain committed to the protection of the environment and prevent pollution
- Continually improve the effectiveness of our management systems typically through the setting of formal objectives to enhance the environmental performance
- Maintain appropriate documentation to records to demonstrate compliance
- Make this policy available to interested parties
- Ensure mechanisms are in place for internal communication/availability of this policy and supporting procedures
- Comply with the waste hierarchy inclusive of elimination, reduce, reuse and recycling where possible, maintaining zero landfill status.
- Measure, monitor and review performance of the business, including Net Zero progress through the collection, analysis and publication of the data.

Approval & Review:

This policy has been approved by our leadership team to ensure its appropriate to the nature, scale, and purposes of the business. It is subject to regular review with a formal update at least once within a 3 year period to ensure continuing sustainability.

GDPR Privacy Policy

At JPA Workspaces we are committed to protecting your privacy. This statement describes how we collect and use personal information. The terms of this statement may change, so please check it from time to time. Under the Data Protection Act 1998, we have a legal duty to protect any information we collect from you. We use appropriate technologies to safeguard your details and keep to strict security standards to prevent unauthorised access to it.



ISO9001: FM 28443
ISO14001: EMS 547673

If you have any queries about this privacy statement, please contact the Data Protection Officer at dataprotectionofficer@jpa-workspaces.com or by post at Data Protection Officer, JPA Workspaces, Unit 4 Sphere Industrial Estate, Campfield Road, St Albans, AL15HT - tel: 01727 840800.

How and why we collect information:

Legal basis:

JPA will only process your personal information where we have a legal basis to do so. The legal basis will depend on the purposes for which we have collected and use your personal information. In almost every case the legal base will be one of the following:

- Consent: For example, where you have provided your consent to receive specific marketing from us. You can withdraw your consent at any time, including by clicking on the "unsubscribe" link at the bottom of any marketing email we send you.
- Performance of a contract with you: For example, servicing of installed furniture, maintenance of warranty on purchases and maintenance of tender agreements.
- Telephone calls/ emails to JPA: For example, to arrange a meeting with a sales representative, confirm the booking of installations and visits.
- 3rd Party: For example, when we need to use your contact details to pass on to the third party as part of our contractual obligation to you or installations.
- Compliance with law: For example, where we are subject to a legal obligation and need to use your personal information to comply with that obligation.

Website:

JPA will only process your personal information from the website for the following purposes:

- to provide you with the information, products and services you have requested and send you marketing and advertising materials when request via our subscribe/contact forms;
- to authenticate website access.
- for system administration purposes and internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes in relation to our website.
- to distinguish you from other users of our website for your log-in details and password recovery.

- to monitor your use of our website to improve the user experience and to ensure that content is presented in the most effective manner for you and for your device.
- to provide customer support and ensure we provide a good level of customer service via contact forms and live chats.
- to tailor our products, services and marketing or advertising so that it is relevant to you (both on our website and on third party websites, including third-party social media platforms);
- to notify you of any changes to our services.
- to enable visitors to set up meetings with sales and client services.
- for security and fraud prevention.
- to ensure that our website is safe and secure; and
- to comply with applicable laws and regulations

Cookies:

We employ several cookies on our websites to enhance the user experience and ensure that we can provide the relevant content that our visitors expect. To do this we use a combination of session, persistent and third-party cookies.

Where and how we keep Your details:

JPA employs a high level of technology and password/access policies to keep your personal details secure.

Where:

- Personal information that we collect will not be transferred to and stored at a destination outside the European Economic Area (the "EEA"), when the set countries have less strict, or no data protection laws when compared to those in Europe.
- Whenever we transfer your information as described in the paragraph above, we rely on approved data transfer mechanisms (such as the EU "Standard Contractual Clauses" and the EU-US "Privacy Shield") to ensure your information is subject to adequate safeguards in the recipient country.

How:

- We take steps to ensure that the personal information that you provide is retained for only as long as it is necessary for the purpose for which it was collected. After this period, it will be deleted subject to legal requirements.
- Where we have collected the personal information based on your consent and we have no other lawful basis to continue with that processing, if you subsequently withdraw your consent then we will flag your record as unsubscribe, but keep minimal data to record use for suppression from future direct marketing unless you specifically tell us not to
- All personal data is monitored and protected by secure password systems and internal company confidentially clauses.

Requests for Data:

Any request for data will be processed in full compliance with the GDPR requirements.

All requests can be sent to dataprotectionofficer@jpa-workspaces.com or by post at Data Protection Officer, JPA Workspaces, Unit 4 Sphere Industrial Estate, Campfield Road, St Albans, AL1 5HT.

Modern Slavery Policy



This policy applies to employees, workers, and contractors.
Slavery and Human Trafficking remains a hidden blight on our global society.
We all have a responsibility to be alert to the risks, however small, in our business and in the wider supply chain.

ISO9001: FM 28443
ISO14001: EMS 547673

Our Commitment:

The Company is committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business. We are committed to acting ethically and with integrity in all our business relationships and taking reasonable steps to ensure slavery and human trafficking are not taking place in any business or organisation that has any sort of a business relationship with our Company.

Due diligence processes for slavery and human trafficking:

The Company has zero tolerance to slavery and human trafficking. We expect all those in our supply chain and contractors to comply with our values.
As part of our initiative to identify and mitigate risk the Company has in place systems to encourage the reporting of concerns and the protection of whistle-blowers.
Our supply chain providers are always with a UK provider, and we expect these entities to have suitable anti-slavery and human trafficking policies and processes.

Training:

The management team are responsible for compliance within their respective departments and in their supplier relationships and have been trained accordingly.
All employees receive an induction into the business where our policies, procedures and expectations are outlined.

Our effectiveness in combating slavery and human trafficking:

The Company uses the following key performance indicators to measure how effective we have been to ensure that slavery and human trafficking is not taking place in any part of our business or supply chains:

- Use of labour monitoring, right to work documentation and payroll audits
- We maintain a level of communication and personal contact with the next link in the supply chain to ensure their understanding of, and compliance with, our expectations.
- We regularly review supply chain policies, codes of conduct and our working practices to show commitment.

This statement is made in accordance with section 54(1) of the Modern Slavery Act 2015 and constitutes the Company's slavery and human trafficking statement.

Reporting suspicions of slavery:

Employees can report any suspicions of slavery either through the Company's Public Interest Disclosure (Whistleblowing) policy or externally to the Modern Slavery Helpline. Details are set out below:
<https://modernslavery.co.uk/contact.html> T: 0800 0121 700.

Waste Prevention Policy

The Furniture Industry makes a significant contribution to the UK's national and local economies and it's important that JPA as part of this industry contribute towards a sustainable UK by developing strategy and policies to improve sustainable development and reduce social and environmental impacts.

We achieve this by minimising consumption of materials and natural resources, reducing waste of all types and protecting the environment whilst maintaining business growth and employment. This is reflected in in UN SDG 12 Responsible Consumption and Production.



ISO9001: FM 28443
ISO14001: EMS 547673

Scope:

The company address efficiencies and waste with the scope of its certifications including ISO9001, ISO14001 and the Furniture Industry Sustainability Programme (FISP). JPA are compliant with all relevant legislation.

The company aims to reduce waste of all types wherever possible and has reduction and improvement programmes in place.

Energy Management:

Scope 1 and 2 emissions are measured with reduction targets in place for measurement and review. These emissions are also offset enabling the operational side of the business to be Carbon Neutral.

The company has committed to the Race to Zero and is in the process of measuring Scope 3 emissions with a view to reducing all emissions by 50% by 2030 as a first step.

The company has also committed to a local approach and geography which reduces operational emissions and allows for optimal use of existing vehicle resources, load capacity and fleet miles.

Sustainable Development:

Company operation and growth is underpinned by the 17 UN Sustainable Development Goals – we want our business to have the most positive impact it can as a consequence of its activity across social, environmental and economic pillars:

In particular we have adopted SDG 11 – Sustainable Cities and Communities and SDG 12 – Responsible Consumption and Production as core goals for our operation.

Procurement and Circularity:

A Procurement Policy ensures a robust and sustainable approach to our supply chain. JPA source local items (UK manufactured) where possible which benefits more local economies and reduces the carbon footprint of products and services.

JPA seek new and innovative environmentally friendly products where end of life decommissioning has been considered and where design has addressed longevity, recyclability and circularity e.g. climate neutral and compostable seating/screen fabrics; seating and desking manufactured from recycled materials or which have 100% end of life recyclability or re-manufacture potential.

We encourage our clients to work with the furniture items they already have before procuring new furniture items and provide a broad range of services to prolong existing furniture lifecycle and value.

Packaging Waste:

Levels of packaging are monitored and the company complies with the Packaging Waste Regulations. All furniture packaging is returned from site where it is either re-used for other, less well packaged goods or recycled. The company uses its own re-usable blankets to reduce the amount of additional packing required whilst making sure that goods are suitably protected. We have zero single use plastic packaging. At end of life when no long serviceable, cardboard and plastic type packaging are separated, compacted and recycled and via certificated recycling processes.

General Waste:


The amount of general waste generated by our business activity is monitored and reviewed with targets are set for ongoing reduction. Recycling streams are in place for much of our waste, with the volumes of general waste decreasing on a yearly basis. A minimum of 75% of general waste is reclaimed via MRF, the remainder going to Waste to Energy with the ashes being used in motorway tarmac.

Furniture Waste:

The company aims to re-use or rehome end of life furniture no-longer required by clients in the local community wherever possible. End of life furniture that cannot be rehomed is either disassembled for spare parts or diverted from landfill via materials recycling, achieving landfill kg and CO2e reduction for clients. No redundant furniture goes to landfill.

Health & Safety Policy Statement

John Pulsford Associates Ltd recognises that it has responsibilities for the health and safety of our workforce whilst at work and others who could be affected by our work activities. We will assess the hazards and risks faced by our workforce in the course of their work and take action to control those risks to an acceptable, tolerable level.

Our managers and supervisors are made aware of their responsibilities and required to take all reasonable precautions to ensure the safety, health and welfare of our workforce and anyone  likely to be affected by the operation of our business



ISO9001: FM 28443
ISO14001: EMS 547673

This means:

This business intends meeting its legal obligations by providing and maintaining a safe and healthy working environment so far as is reasonably practicable. This will be achieved by;

- providing leadership and adequate control of identified health and safety risks;
- consulting with our employees on matters affecting their health and safety;
- providing and maintaining safe plant and equipment;
- ensuring the safe handling and use of substances;
- providing information, instruction, training where necessary for our workforce, taking account of any who do not have English as a first language;
- ensuring that all workers are competent to do their work, and giving them appropriate training;
- preventing accidents and cases of work related ill health;
- actively managing and supervising health and safety at work;
- having access to competent advice;
- aiming for continuous improvement in our health and safety performance and management through regular (at least annual) review and revision of this policy; and
- the provision of the resource, financial and other, required to make this policy and our health and safety arrangements effective.

We also Recognise:

- Our duty to co-operate and work with other employers when we work at premises or sites under their control to ensure the continued health and safety of all those at work; and
- Our duty to co-operate and work with other employers and their workers, when their workers come onto our premises or sites to do work for us, to ensure the health and safety of everyone at work.

To help achieve our objectives and ensure our employees recognise their duties under health and safety legislation whilst at work, we will also remind them of their duty to take reasonable care for themselves and for others who might be affected by their activities. These duties are explained on first employment at induction and also set out in an Employee Safety Handbook, given to each employee, which sets out their duties and includes our specific health and safety rules.

Working From Home & Lone Worker Policy

Under the Health and Safety at Work Act 1974 (HASAWA), every employer has a duty to always safeguard the health and welfare of our staff, regardless of whether they are working on the work's premises or remotely.

This applies regardless of whether the employee works full-time, part time or on a temporary basis and even if the job requires lower-risk office work only. For those working off-site (e.g., at home) most of the health and safety regulations are still applicable, i.e.) the Management of Health and Safety at Work Regulations 1999 (MHSWR), Display Screen Equipment Regulations (1992), the provision and use of work equipment regulation 1998 (PUWER) and the control of substances hazardous to health regulations act 2002. Under the MHSWR act 1999, we are required by law to conduct a thorough risk assessment of all activities carried out by the home workers, ascertaining any prospective issues and hazards that could cause harm or injury because of home working, particularly if the employee is using equipment supplied by the company.



ISO9001: FM 28443
ISO14001: EMS 547673

The potential hazards of home working include:

- Poor posture
- Eyestrain (visual fatigue)
- Isolation, loneliness, and stress from lack of support from colleagues/ managers
- Distractions (pets, children et al)
- Lack of adequate ventilation
- Poor or insufficient lighting
- Poor workstation set up
- Use of electrical equipment
- Fire risks

Home Working Risk Assessment:

For an employee to work safely at home, the following things need to be accounted for:

Ventilations, Light & Heating:

Is there adequate ventilation and light where the employee is working? Is the heating well-maintained and safe for use?

Space:

- Is there enough space for the worker to carry out their tasks comfortably?
- Is there enough storage space for equipment and materials required?
- Are there any hazards around the work area that could potentially cause an accident?

Electricity:

- Is the electrical equipment used in good condition and subject to annual PAT testing?
- Does the employee regular check electrical equipment for any signs of wear and tear or defects?
- Are extension leads (if used) the fused and switched type?

Fire Safety:

- a) Does the employee have a smoke alarm that is regularly tested?
 - b) Does the employee know how they would vacate the property in the event of a fire?
-

Posture:

- a) Does the employee know the importance of setting up their workstation correctly to avoid poor posture?
 - b) Does the chair offer adequate lumbar support?
 - c) Can the chair be adjusted so the employee can sit with their elbows at a 90-degree angle and their shoulder relaxed, with the upper arms vertical and forearms horizontal whilst using the mouse?
-

Eyestrain (Visual Fatigues):

- a) Is the screen (monitor) positioned at the correct height and viewing distance do that the employee's eye-line is just below the top of the screen and an arm's length away?
 - b) Is the screen free from glare or reflections?
 - c) Are images on the screen stable and without flickering?
 - d) Does the employee have regular eye tests?
 - e) Does the employee suffer headaches or vision disturbances will working at home?
 - f) Can the employee easily contact their manager/fellow colleagues?
 - g) Is the work environment free from distractions?
 - h) Does the employee have support when working from home?
 - i) Can the employee easily receive help when struggling with tasks at home?
 - j) Can the employer easily contact the employee?
-

Control Measures For Lone Workers (Office & Site) :

Control measures for lone workers may include the following:

- a) Regular communication with assigned person via telephone or email
 - b) Use of automatic warning devices such as a panic alarm
 - c) Training in potentially hostile and/or violent situations including code words for alerting personnel via mobile or other electronic means
 - d) Use of PPE (Personal Protective Equipment)
 - e) First aid training and access to first aid facilities
 - f) Securely locking place of work
 - g) Incident reporting processes
 - h) Establishing emergency procedures and ensuring the lone worker is adequately trained
 - i) Ensuring a safe form of travel to and from work is in place particularly out of normal office hours or late at night
-

Working From Home - Checklist:

As more staff are working from home, we have had to review our home working processes to aid staff in feeling confident, comfortable, and as stress-free as possible, as well as to ensure business continuity.

We understand the importance of staff having access to the company systems and making sure that they are safe to use remotely. We have identified a checklist to highlight the key areas implemented within our home working plan, inclusive of support and guidance that has been issued to staff.

They are as follows:

- a) We have clear policies, procedures and guidance for staff who are remote working. These include DSE assessments, risk assessment and access to mental health services
- b) Where appropriate, we have issued staff with equipment to be able to work from home, i.e., laptops, lumbar support, mobile phones (items are issued as needed)
- c) Access to the company systems, with stringent security in place, such as passwords
- d) We have checked if multi-factor authentication is available and configured it where possible
- e) Regular communication with staff members
- f) Conference calls/ video calls to discuss ongoing projects
- g) Staff advice and guidance on cyber-attacks and fake emails
- h) Staff reminders regarding confidentiality, i.e., sensitive information regarding the company and its clients inclusive of safe storage and disposal of such information
- i) Staff issued with information regarding mental health, i.e., stress, anxiety, depression
- j) Reminders for staff to take regular breaks, stretch and move around, away from the workstation

Bring Your Own Device (BYOD) :

Where possible, staff may be able to use their own equipment whilst working from home to access company software. Whilst this is the most cost-effective option, it does come with its own security risks. Some things to consider are as follows:

- a) Consider using multi-factor authentication for remote access
- b) Separate personal data from work data
- c) Update security settings, i.e., antivirus, screen lock timings etc.
- d) Ensure Wi-Fi settings are private (does not display SSID) and password protected.
- e) Information can be moved onto other personal devices such as USB, and therefore the risk of this being lost is greater
- f) Staff usage of insecure methods to communicate, such as personal email accounts, may result in compromise of personal data.
- g) Devices are likely to be shared between family members. Other family members may see personal data that they should not have access to.
- h) Out of date software (including the operating system) may be vulnerable to exploitation including loss or compromise of personal data.

Using company issued devices is generally the most secure option, but is also the most expensive, things to consider are as follows:

- a) Ensure that the device(s) can be supported and updated remotely
- b) Ensure that mechanisms are in place to prevent data from being exfiltrated from the device, i.e., data loss prevention technology
- c) Ensure that remote access authentication is securely configured and consider using multi-factor authentication for remote access

Ten Top Tips:

When working from home, there can be several challenges, below are ten top tips to make sure that data protection is not one of them:

1. FOLLOW THE COMPANY POLICIES, PROCEDURES AND GUIDANCE

XXX have adapted their approach to ensure that data is adequately protected. Avoid temptation to do things in a way that you think is more convenient, such as sending emails through your personal account, or using the video conferencing app that you use with your friends for work calls

2. ONLY USE APPROVED TECHNOLOGY FOR HANDLING PERSONAL DATA

If you have been provided with technology such as hardware or software, you should use it. This will provide the best protection for personal data

3. CONSIDER CONFIDENTIALITY WHEN HOLDING CONVERSATIONS OR USING SCREEN

You may be sharing your home working space with other family members or friends. Try to hold conversations, where they are less likely to overhear you or position your screen where it is less likely to be overseen.

4. TAKE CARE WITH PRINTOUTS

At the office, you have access to dispose of documents securely. At home, this may not be available. Follow the XXX guidance or ensure to safely store printouts until you can take them to the office and dispose of them securely.

5. DO NOT MIX XXX DATA WITH YOUR OWN PERSONAL DATA

If you have to work using your own device and software, ensure to keep work data separate to avoid accidentally keeping hold of data for longer than is necessary.

6. LOCK IT AWAY WHERE POSSIBLE

To avoid loss or theft of personal data, put print outs and devices away at the end of the working day where possible.

7. BE EXTRA VILIGANT ABOUT OPENING WEB LINKS AND ATTACHMENTS IN EMAILS AND OTHER MESSAGES

Do not click on unfamiliar web links or attachments claiming to give you important coronavirus updates. It may be helpful to look at the following guidance: National Cyber Security Centre's (NCSC) guidance on spotting suspicious emails

8. USE STRONG PASSWORDS

Whether using online storage, a laptop, or some other technology, it's important to make sure that passwords are hard to guess, the NCSC recommends using three random words together as a password i.e., "coffeetrainfish". Ensure to use different passwords for different services

9. COMMUNICATE SECURELY

Use the communication facilities provided by XXX where available. If you need to share data with others, choose a secure messaging app or online document sharing system. If you use email, which is not always secure, consider password protecting documents and sharing the passwords via a different channel, such as text.

10. KEEP SOFTWARE UP TO DATE

If you are using your own equipment, do not be an easy target for hackers. Keep your security software up to date to make it more difficult for them to get in. This will be managed by XXX if you are using technology provided by us.

Approval & Review

Management has approved this policy to ensure it is appropriate to the nature, scale, and purposes of XXX. This policy is subject to periodic internal review to ensure continuing suitability, adequacy, and effectiveness. This policy may also be reviewed after circumstances such as a policy breach, feedback received, internal/external audits and change in legislation.

Quality & Environmental Policy

This statement sets out the approach adopted by John Pulsford Associates Limited (JPA Workspaces) to its combined Quality and Environmental Management System.



JPA is in the business of: The specification, sourcing, supply and installation of sustainable furniture products, services and associated accessories to the contract interiors sectors (Commercial, Educational, Hospitality, Residential and Healthcare).

ISO9001: FM 28443
ISO14001: EMS 547673

The Company's primary objectives, supported by its policy commitments, are dependant on achievement of secondary objectives including:

- a) The continued operation of a viable and profitable business.
- b) Meeting and satisfactorily fulfilling clients' requirements.
- c) Monitoring and reviewing its activities for actual/potential impacts on the environment (i.e carbon impact and waste levels) seeking continual systems and activity improvements, and the prevention of pollution.
- d) Ensuring compliance with its legal, regulatory and contractual obligations.

The Company recognises that satisfied clients are key to its continuing success and realises that to achieve this, it has to identify and allocate necessary resources while at the same time observe relevant statutory, regulatory and contractual obligations.


The Company also recognises that sound business management understands the impacts of its activities and services with regard to the quality of performance, and environmental impact.

To achieve its objectives and client satisfaction the company operates a Management System that is designed to meet the current requirements of ISO 9001 and ISO 14001. It plans its quality and environmental management by ensuring that the necessary activities are undertaken to defined procedures and instructions.

To ensure continuing suitability of the Management Systems and the resources employed, activity results are monitored, analysed and reviewed for effectiveness and performance, and for continual improvement opportunities in all areas.

In recognition of the importance of clearly documenting its Quality and Environmental policy, and its dissemination to employees and other interested parties, the Company ensures that the policy is readily available for review in the public domain. The Company also recognises that its positive commitment to the policy is of interest to clients, and possibly other parties.

Young People And Children

Young people (under the age of 18) and children under the minimum school leaving age (MSLA) are at particular risk of injury when they enter the workplace so the company takes specific precautions before employment to verify age & suitability for task. 



ISO9001: FM 28443
ISO14001: EMS 547673

Good preparation and organisation of work activities is essential if there is to be a safe introduction to the world of work.

The activities conducted by John Pulsford Associates Limited mitigate potential to expose young people/children to risks associated with working and we manage the risks created by introduction to our working procedure.

The intent of this procedure is to demonstrate how we will prevent or control this risk.

We will show how we meet the requirements of the Health & Safety at Work etc Act 1974, the Management of Health and Safety at Work Regulations 1999, and other statutory provisions not listed here.

We will-

- ensure that an assessment of the risks to young persons/children is carried out and additional control measures are implemented as required
- provide suitable supervision
- provide appropriate instruction/training for young persons/children where necessary

Purpose: The intent of this policy is to prevent accidents/incidents and/or injury/ill health arising from any interaction between working practices and young persons/children.

Scope: This policy outlines the management of young persons/children and work activities to assist in the prevention of accidents/incidents and/or injury/ ill health and covers all areas of our activities throughout the business.

Roles and Responsibilities: The person responsible for implementing this procedure will carry out or delegate such functions as necessary to ensure the effective day-to-day operation of our safety arrangements.
Where the responsibility to carry out risk assessments is delegated, the individual/s will have the necessary expertise to carry out the task- be a competent person.

**Managers/Supervisors
Are Responsible For:**

- a) implementing this procedure in their area of responsibility
- b) ensuring that an assessment of the risks to young persons/children is carried out and additional control measures implemented as required
- c) providing suitable supervision for the task and activity
- d) providing appropriate training for young persons/children

**Young Persons/Children
Are Responsible For:**

Ensuring that they abide by the training/instruction they are given and following supervision as they conduct their tasks

Procedure:

The management of young persons/children and the interaction with health and safety will be carried out in accordance with this procedure, relevant legislation and HSE Guidance.

We will ensure that-

- a) We identify all working activities where there is a risk of accident/incident and/or injury/ill health
- b) An evaluation of the working arrangements against the risk of accident/incident and/or injury/ill health is carried out- risk assessment
- c) The risk assessments will be communicated to the young person/children and their guardians as appropriate
- d) Safe working arrangements are implemented and procedures are in place for safe working
- e) Supervision is provided as necessary for the task and the individual
- f) We comply with legislative restrictions or prohibitions on work for young people and children
- g) Young persons/children are provided with sufficient instruction/training to undertake relevant tasks safely
- h) We inform our insurance company of our employment of young persons/ children
- i) We review this procedure at least annually or more frequently if significant changes occur

Definitions:

Young person means any person who has not attained the age of eighteen.

Child- means below the minimum school leaving age.

Additional Information:

Young People and Children Guidance Note

Sustainable Timber Procurement

JPA recognise our responsibility as a consumer of forest products to ensure that we have a neutral or positive effect on the world's forests.

COP26 in November 2021 emphasised the critical and interdependent roles of forests of all types, biodiversity and sustainable land use in enabling the world to meet its sustainable development goals; to help achieve a balance between anthropogenic greenhouse gas emissions and removal by sinks; to adapt to climate change; and to maintain other ecosystem services.

COP26 also pledged to work collectively to halt and reverse forest loss and land degradation by 2030 while delivering sustainable development, sustainable management and restoration of forests, and promoting an inclusive rural transformation.

JPA full support that pledge and give preference to timber and timber-based products from manufacturers and suppliers that have been independently certified by a credible, globally applicable forest certification scheme and can demonstrate that the products are derived from well managed sources i.e Chain of Custody.

In order to pass on Chain of Custody from forest to floorspace, JPA are also FSC® certified. FSC sourced materials not only ensure well managed forests, but also the welfare of the communities that produce it.

If it is not possible to source certified timber and wood products, even by substituting the specified species with another fit for purpose, we work with our supply chain and clients to find alternative solutions.


JPA do not import timber-based products directly but should we be required to do so, will apply due diligence and UK Timber Regulations.

A sustainable approach to timber procurement is also evidenced through our supply chain with suppliers who have ISO14001:2015 and Furniture Industry Sustainability Programme (FISP) accreditation.



Corporate and Social Responsibility Policy

JPA have adopted CSR principles as we understand the impact of our practices on the wider world. We are responsible in the treatment of our employees, our environment and our local community to ensure that our business activities have a positive impact.

We fully support the UN SDG and are dedicated to maintaining high environmental, human rights and ethical standards for the benefit of all stakeholders and, via our business activities, uphold the rights of our employees and supplier employees. We fully endorse  and adhere to the Modern Slavery Act 2015.

We recognise that lasting success is built on credible business working practices and strive to embed these within our company.

We ensure that, no employee is discriminated against due to gender, race, disability, sexuality, age or religion/belief, enforced through the Equality Act 2010. We are committed to ethical purchasing and the purchase of goods and/or services that are produced and delivered under conditions that do not involve the exploitation or abuse of any persons and we audit our supply chain against these and other criteria to ensure sustainable manufacture, product and service. Supplies are required to demonstrate that an Equal Opportunities Policy in place illustrating their commitment to opposition against unlawful and unfair discrimination.

JPA adhere to the Working Time Regulations (1998) and Working Time (Amendment) Regulations 2003 ensuring that no adult worker works more than 48 hours a week on average (normally averaged over a 17-week period) and once again we ask that our suppliers do the same. All staff are paid fairly.

We aim to have a positive impact on our local community with minimal negative impact via our business activities. We recruit staff through local recruitment sources, employ local contractors where possible, make regular charitable contributions and involve staff in local community and/or charity events.



ISO9001: FM 28443
ISO14001: EMS 547673

Procurement Policy

When seeking new suppliers or auditing existing suppliers we take the following factors into consideration, alongside any known or proven track record. Our supply chain is designed to reduce both cost and risk:



ISO9001: FM 28443
ISO14001: EMS 547673



| | |
|-----------------------------|--|
| Financial Probity: | Usually ascertained with DUNS credit rating report and if required company accounts and bank references. |
| Insurances: | Liability levels for Employers, Public, Product and Professional Indemnity. |
| Experiences: | Examples of previous work, warranties and professional membership. |
| Business Continuity: | The ability to continue operations in the event of disruption and successfully complete the project when these events occur |
| Quality: | Evidence of Quality Management System in place e.g. ISO9001:2015 |
| Environment: | Evidence of Environmental Management System in place e.g. ISO14001:2015. FISP certification is also a consideration as is compliance to Environmental Protection Act 1990, Hazardous Waste Regulations 2005 or The Producer Responsibility Obligations (Packaging Waste) Regulations 2007. Evidence of a commitment to lower carbon in products and scope 1, 2 and 3 emissions is requested. |
| CSR: | An informed CSR Policy showing awareness of business impacts on environment and community, ethical trade issues addressed by the Modern Slavery Act 2015 and by FSC® Core Labour Requirements. These include rights and obligations established by national law including the prohibition of child labour below the age of 15; all forms of forced labour; all forms of discrimination and the right to freedom of association and effective right to collective bargaining. |
| Health & Safety: | Ideally compliance to an externally accredited scheme such as OHAS8001 or alternatively a professional advice service. |



Travel Policy

Introduction & Aims

The purpose of this policy is to ensure there are adequate controls placed upon travel for business purposes inclusive of to/from client locations. All travel for work purposes should be justified and travel by the most efficient and cost-effective method to ensure continuity in the delivery of support whilst demonstrating best value for the client. This policy applies to all travel, and associated expenses, related to business activities both within the U.K. and worldwide.

General Policy:

XXX has a policy of minimising travel, reducing travel time and selecting the most cost-effective option(s) available. The key requirements of travel are summarised as follows;

1. You should choose the appropriate method of travel which minimises the cost. Regardless of the method of travel, all persons required to travel for work should select the most cost-effective option (travel first/business class is not permitted). We encourage use of public transport where available.
2. Should you wish to amend/change any booked services, you must obtain authorisation from management
3. Self-authorisation is not permitted under any circumstances

Flights, Hotels And Other Expenses:

1. Public Transport – To be used wherever possible with receipts for travel or oyster card top-ups provided as part of expenses
2. Vehicles (private) – Any private vehicles used for work purposes must be authorised and inspected by us periodically and must be adequately insured for business use. Vehicles should only be used where public transport is not available within 1 mile of the client premises.
3. Flights – To be booked in advance as agreed with management (with prior authorisation from the client)
4. Hotels - To be booked in advance as agreed with management and will only be provided where the distance from London is more than 100 miles or 2 hours travel time. Hotels requested should be of reasonable value
5. Taxi's – Not to be used unless absolutely necessary and where no alternative, such as public transport is available. Receipts must be obtained.
6. Meals – Reasonable meal reimbursement will be paid when working away; the cost of which is borne entirely by XXX provided receipts are provided as part of expenses
7. Other expenses – other expenses over £20 (GBP) must be authorised by management prior to purchase and will not be charged to the client unless this is a specific product requested by an authorised client representative

Note: you are responsible for taking reasonable care for tickets/booking confirmations and you will be directly responsible for any lost tickets, parking or other fines whilst travelling on business.