

OLMC Terms and Conditions of business

Our mission statement

At OLMC inc *Myers&Family* our aim is to provide all sizes of businesses with the support and information, along with legislative advice to ensure full compliance with all UK Operator Licence legislation. Furthermore, to offer full training and guidelines to allow operators to manage their transport operations within the legal framework set out. We aim to ensure protection to our clients business from loss of their Operator licence by supply accurate and consistent information. Moreover to offer independent judgement in times of dispute, we offer our clients advice with a personal service at a fair cost.

We set out in these terms, the basis on which we will provide our professional services to you (the client).

People Responsible for your work

We have, in all areas of our business, expertise that will guide you (the client) and your business through EU and UK legislation, be that, Operator's licence, Tachograph Legislation, Training, or Public inquiry Representation. Within all areas of the business you will have a nominated point of contact to deal with on a day to day basis as required; all areas are then under the supervision of the Managing Director. However, should there be any aspect of our service you (the client) are unhappy with, please raise your concerns in the first place with your contact, then a director if a suitable resolution is not reached.

Work Undertaken

Operator licence application/variation service.

OLMC will act on your (the client's) behalf by submitting an application upon your request. This submission will only be undertaken once relevant documentation has been completed by you (the client) upon our request. Licences are granted by the relevant Traffic Commissioner, and OLMC have a duty to ensure that information given to them is at all times to the best of our knowledge accurate, therefore the disclosing of any information by you (the client) must at all times be accurate. The Traffic Commissioner may refuse the application if any statement of fact made by the applicant you (the client) etc was false, whether to his knowledge or not, therefore every attempt is made by OLMC to ensure that facts provided in an application or variation are true to the best of the your (the client) knowledge. An invoice will be raised when you (the client) has given direction to OLMC to undertake the work, OLMC require cleared funds in advance for work to be undertaken for operator licence applications, this must be received in the form of a cheque or electronic bank transfer (BAC's CHAP's) Standing Order, credit or debit card in order that application and advertising fees can be paid out as required. All invoices are due on receipt, unless otherwise stated. (Also see section on Fees)

Conditions of Operations

Any application or variation application submitted on a client's behalf by OLMC for an Operator's Licence (Interim or Full) does not hold any entitlement until authorised by the Office of the Traffic Commissioner. This means that your vehicle is not authorised to be used to carry any goods or carry out any work or fulfil contracts until you have written confirmation from the Office of Traffic commissioner that a licence has been granted in interim or in full.

Any application submitted on your behalf is at the full responsibility of the Applicant or Directors. No responsibility will be taken by OLMC for any failures of application. (See quality assurance & refund policy)

Operator licence protection service.

The client must accept to implement all protection systems and procedures as recommended by OLMC. The client will follow all guidance for best practice recommended by OLMC, and will be expected to implement OLMC system and procedures using OLMC documentation, failure to comply with recommendations will result in the agreement being null and void and all outstanding funds payable to OLMC for the agreed term (as stated in Termination of services). One month's fee's to be received in advance, monthly Standing Order must be in place at all times, cancelling of the standing order will invoke the termination clause. By agreeing to these terms you are agreeing to a __ year agreement. Should the agreement be broken by the client, OLMC have the right to recover all costs including recovery and legal cost as set out in our termination clause. The client will not make independent changes to your operator's licence without OLMC's guidance. OLMC strictly forbid the copying all formats soft and hard, duplicating, all formats soft and hard plagiarising all formats soft and hard selling, emailing, distributing, transferring, web posting or giving away any of its systems (part or whole), processes (part or whole), procedures (part or whole), emails, documents (hard or sort copied) that OLMC implement to ensure the client company protection. OLMC retain ownership of all formats and any documentation

Tachograph bureau - Analysis Service.

OLMC Utilise Optac analysis software for the purposes of analysis. Analysis and services will be invoiced each calendar month, these invoices are due on receipt unless otherwise agreed and stated on the invoice. Payment can be made via account (for ongoing service agreements), cheque or electronic bank transfer (BAC's CHAP's) credit or debit card. OLMC cannot be held responsible for any charts lost or stolen while in transit, post or courier service and advise tachographs are sent recorded or registered post in suitable packaging.

Quality Control:

As part of our ongoing commitment to providing a quality service, our client files are periodically subject to a quality review process. Our reviewers are experienced and professional people and are of course bound by the same requirements of confidentiality as our principals and staff. For full details of our quality assurance programme please contact info@olmc.eu

Data Protection Act 1988

The data protection Act gives an individual rights in respect of information held about them ("personal data"). OLMC clearly record some person data that we obtain, and this information is used to correctly advise a client and process Personal Data about you in order that we may discharge the services agreed under these terms of business. Your personal data will typically include your name, address, details of your financial affairs, and other information about you relevant to use providing you with the required service. Your information may be used for enhancing client records, analysis for management purposes, and statutory returns, crime prevention and legal and regulatory compliance. We may also use your data for marketing purposes (we will not sell your details to third party companies). We may disclose your data upon request to government agencies. You have a right of access under the Data Protection Act to copies of the data that we hold on you. A copy of our policy is available upon request.

Public Inquiry Representation.

OLMC as Transport Consultants always strive to ensure the best standard of representation is available to you (the client). Our internal code of conduct also takes into account our duties to the Office of the Traffic Commissioner and the Public Inquiry Tribunal. OLMC works mindful of the Statutory Guidance and Statutory Directions from the Senior Traffic Commissioner, and holds its duties to any tribunal as paramount. You (the client) are entitled to a proper standard of service, which takes into account the individual needs and circumstances of each client. This includes providing our client with the information they need to make informed decisions about the services they require. If there are any limitations or conditions to the service level OLMC can offer on your behalf you will be advised accordingly from the outset. If at any time OLMC believe that acting for a client is not in that client's best interests, they (the client) will be notified in writing of our position and we will reserve the right to cease to act. Should a conflict of interest arise between OLMC and you (the client), you (the client) would be advised to obtain independent advice.. Financial Standing must be evidenced as part of any public inquiry; this should be provided to the Office of the Traffic Commissioner at least 7 days prior to the inquiry. Should this information not be available to OLMC within these timescales, OLMC have a duty to advise the Office of the Traffic Commissioner that this information is not yet available. It is imperative therefore that all information requested must be supplied to OLMC in a given timescale to ensure we can best represent your case fully. Additionally OLMC retain the right to notify the Traffic Commissioners Office of their withdrawal from a case should there be any short fall in the client's obligations to OLMC which compromise the organisation. Any information provided by you, Director (s), Partner (s) or appointed representative of your company that either deliberately or intentionally provide inaccurate information or that fails to supply appropriate and accurate information would result in OLMC being unable to offer the best professional advice possible, OLMC cannot be held responsible for inappropriate advice given if the advice given has been based on incorrect information received. OLMC is bound to notify the Traffic Commissioners Office of any attempt to mislead pervert or de-rail the tribunal or fail to disclose information that is required to ensure the Traffic Commissioners Office is in full and accurate possession of all facts. Should OLMC act in good faith in presenting your case, (in written or orally) be found to be inaccurate, misleading or untrue to pervert true facts then OLMC will withdraw from representing you (The Client). If You (The Client) client then failed to declare those inaccuracies it may leave you open to further action by OLMC via their legal representatives. OLMC retains all rights to bring any matters we feel necessary to the attention of the Traffic Commissioners Office if a client was to refuse to be forthcoming with any information requested during the construction of your case or at any

time during our communication with you written or oral. Detailed costs will be given in advance of any work undertaken, 50% will be due on commissioning unless agreed by fix price representation, and the remainder will be required as CLEARED funds prior to the submission of written representation

Unspecified services

All fees are to be paid in advance, an invoice will be produced and is payable on receipt unless otherwise stated on the invoice. Payment can be made via account (for ongoing service agreements), cheque or electronic bank transfer (BAC's CHAP's) credit or debit card.

Unforeseen expenditure

Any other costs that may arise during the undertaking of your work will be notified to you for your agreement prior to any spend taking place. An invoice will be forwarded to you (the client) on completion of these terms of business (where applicable).

Third party sub contracted work.

On the rare occasion that OLMC are required to sub-contract work to a third party, this will be done with your full understanding and agreement prior to any subcontracting taking place. The sub-contracted costs will be invoiced immediately and are due on receipt, no work will commence on any account until payment as agreed in advance. OLMC cannot be held responsible for the workmanship, diligence and manner a third party may conduct them self. OLMC will only work with sub-contractors that are deemed to be suitably qualified, accredited or experts within the area to be sub-contracted.

Time scales

OLMC will provide you (the client) with estimates of time scales at the start of any work or project, we will endeavour to adhere to those time scales and will notify you (the client) either verbally or by email if and any time scales change. In the case of Operator licence applications, any time scales quoted are given from the time that OLMC have received all documentation from you (the client), with one week leeway for OLMC to process all paperwork and forms in a professional and timely manner

Termination

You (the client) may terminate your instructions to us at any time. If at any stage you (the client) do not wish OLMC to continue working on your behalf you must tell us this clearly in writing. Any payment on account will be non-refundable, if this figure has been exceeded, OLMC have the legal right to invoice for the remainder balance of the account. Any non-payment or late payments will be subject to a recovery fee or £20 per email £35 per letter and any legal recovery cost that is deemed required to fulfil the debt, are recoverable from you (the client)

Digital data and digital content

The Consumer Rights Act defines digital content as 'data which are produced and supplied in digital form.' This means our electronic communication and attachments to you are digital downloads therefore are not classed as service or goods under the consumer contracts regulation. If you wish to download data or digital content within 14 days of buying it, from us then you will have to give your consent to waive the 14 day cooling-off period. Unless you specifically notify us in writing BEFORE opening any electronic communication and paying any invoice for our service that you wish to invoke a 14 day cooling off period then we can manage you application appropriately. Unless we receive your notification to invoke the 14 cooling off period then we will progress under the trading possession that you have waived your right to the cooling off period. If at any point you download or open any digital communication this will prevent you from changing your mind after you have downloaded the content thus accepting the terms of our no refund policy.

Fees

Bank returned Fees: Declined Standing orders, Direct Debits and Cheques are all subject to a bank charge of £34.50 and a £25 administration charge.

Refund Policy:

Public Inquiry: A non refundable deposit is taken at the point when OLMC are instructed, all other fees are assessed based on what percentage of the work has been scheduled, and completed. Each individual case will be reviewed by the Company Director

Training: When you reserve a Training Program with OLMC a place will be held for you in a specified class and is then unavailable to other interested students. Each Training Program is planned in detail to accommodate a specific number of students by arranging for supplies and ensuring adequate partners are available. In order to cover the costs of modifying these arrangements due to Cancellations and Rescheduling the following fees apply to all Training purchases:

Cancelling: There is a non-refundable charge of 75% should you CANCEL your Training MORE THAN seven (7) days prior to your scheduled training date. If you cancel your Training WITHIN 1 (one) to 7 (seven) days prior to your scheduled Training date, a non-refundable charge of 100% will apply.

If you do not cancel your Training prior to the Training date, we will not be able to refund any of your Training fee.

Rescheduling: Should you need to cancel due to an unforeseen event for example, OLMC will do our best to accommodate you on an alternative date. We ask that you inform us as soon as possible. A rescheduling fee of £25.00 will apply if you reschedule within one to seven days prior to Training date.

Identity and Disclosure Requirements

We are entitled to refuse to act for you (the client) or any part of your company if you (the client) fail to supply appropriate and accurate information required aiding us in offering the best professional advice possible. OLMC is not liable for inaccurate or inappropriate advice given should this situation occur as a failure to disclose information, as this could impact on our assessment of the situation. Directors and sole traders are duty and legally bound to disclose any information that is requested by OLMC to ensure we can conduct our self's in your full and best interest, and failure to disclose will result in loss of any fees paid, and OLMC will retain the right to claim any fees outstanding to the full and total amount for the work as agreed.

We will not disclose any information regarding yourself or your company which is given to us on a confidential basis; OLMC may share information within its companies to ensure the best possible service is provided.

OLMC will at all times offer you (the client) the most comprehensive advice possible but cannot guarantee to cover all aspects of your transport operations from legal action, it cannot therefore be held liable for action taken against your company by legislative boards or government representatives. In turn OLMC cannot be held responsible for any financial loss, reputation loss or loss of good will due to any work undertaken in the line of fulfilling our obligation to our clients.

Communication

We will communicate with you (the client) by such a method as you (the client) may request, written or electronic, be that email, fax or post. We will virus check electronic discs, download devices or emails for security to both parties, however we cannot be held responsible for corrupt files, lost post or data. OLMC will not be responsible for original documents, but will always endeavour to ensure a safe return of all documentation requested and duly received. Unless you withdraw consent, we will communicate with others when appropriate by email or fax but we cannot be responsible for the security of correspondence sent by email or fax. On occasions you (the client) may receive communication direct from The Traffic Commissioners Office, DVSA or other authorities, bodies, organisations in connection with the work that you (the client) have commissioned OLMC to carry out on your behalf, it is your (the clients) responsibility to ensure that OLMC are notified, copied, informed of any such communication as this may affect how we continue with the work we have undertaken on your behalf or how we further advice you (the client).

Work & Welfare

OLMC has a strict code of ethics within our business, we will communicate with you in a polite and curious manner at all times, in turn, we will not tolerate any abuse of OLMC staff in any way, physical, verbal or threatening behaviour either in person, via email or telephone will not be tolerated and will result in immediate termination of this agreement, any outstanding funds on account will not being refundable and OLMC have the legal right to invoice for the remainder balance of the account. OLMC is equal opportunities employer at all levels of management and throughout our organisation.

Products and intellectual right

OLMC strictly forbid the copying (all formats soft and hard), duplicating, (all formats soft and hard) plagiarising (all formats soft and hard) selling, emailing, distributing, transferring, web posting or giving away any of its systems (part or whole), processes (part or whole), procedures (part or whole), emails, documents (hard or sort copied). You (the client) are not the owner of any documentation format, merely the information it holds

within the preset format to serve its purpose, i.e. information entered by you (the client) or your company. Any client found to be in contravention of the above will face legal action by OLMC. OLMC retain the intellectual rights to all and any work carried out.

Limitation of Liability

We will provide our professional services with reasonable care and skill, however we will not be held responsible for any losses arising from the supply by you or others of incorrect or incomplete information. You agree to hold harmless and indemnify us against any misrepresentations whether intentional or unintentional, orally or in writing, you have agreed that you will not bring any claim in connection with the services you are supply by this firm against any of our employees on a personal basis.

Terms and Conditions of Business

Unless otherwise agreed in writing, these terms of Business shall apply to any future instructions given by you (the client) to this firm and will also apply to all other "OLMC" businesses listed at company's house, under control of the Directors of OLMC, Monckton Road, Wakefield

By instructing OLMC to work and making payment of any initial deposit you are accepting the Terms and Conditions of Business you (the client) are agreeing that to avoid any delay in the transaction we may start work on your behalf straight away.