

David Barber Occupational Health Limited

Terms and Conditions of Service

Version 2.0 – February 2026

Review Date: 12 Months from Issue

1. Definitions

“Company” means David Barber Occupational Health Limited.

“Client” means the organisation commissioning services.

“Services” means occupational health services provided by the Company.

“Employee” means the individual referred for occupational health services.

“Working Day” means Monday to Friday excluding UK public holidays.

2. Scope of Services

The Company provides clinically governed occupational health services including, but not limited to:

- Fitness for Work Assessments
- Management Referrals
- Statutory Health Surveillance
- Safety-Critical Medicals
- Drug and Alcohol Testing
- Vaccination Services
- Workplace Wellbeing Services

Services may be delivered on-site at Client premises, at our clinic in Shardlow, Derby, or remotely via secure telephone or video consultation platforms.

All services are delivered in accordance with UK legislation, HSE guidance, Faculty of Occupational Medicine guidance, professional regulatory standards, and SEQOHS accreditation requirements.

3. Professional Standards and Clinical Governance

David Barber Occupational Health Limited is SEQOHS accredited and operates a comprehensive clinical governance framework including:

- Clinical supervision and peer review
- Audit and quality assurance processes

David Barber Occupational Health Ltd,
5A The Mill, Shardlow Business Centre, The Wharf, Shardlow, Derby DE72 2GH.

www.dbocchealth.com

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- Equipment calibration and maintenance logs
- Incident reporting and investigation procedures
- Safeguarding and equality policies
- Continuous professional development

All clinicians are appropriately qualified and registered with their relevant professional bodies.

4. Booking and Confirmation

All clinics and appointments are subject to availability and confirmed in writing.

The Client is responsible for providing accurate referral information, suitable facilities, and ensuring employee attendance.

5. Clinic Amendment & Administration Charge Policy

Where a confirmed clinic or appointment requires amendment, an administration charge may apply.

Significant amendments affecting clinician scheduling, travel, or resources may incur additional charges. Repeated amendments may be treated as cancellation and rebooking.

6. Cancellation Policy

Individual Appointments:

- More than 24 hours' notice – No charge
- Less than 24 hours' notice or non-attendance – Full fee payable

Clinics that are booked for half day or full day:

- Cancellation within 5 working days are chargeable at 100%

7. Overnight Stay and Expenses Policy

Where travel or safety considerations make same-day return impractical, overnight accommodation may be required.

Reasonable accommodation costs and travel expenses (including mileage at 45p per mile) will be recharged to the Client. Arrangements will be agreed in advance where practicable.

8. Fees and Payment Terms

Invoices are payable within 10 days unless otherwise agreed in writing.

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Late payments may incur statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998. Services may be suspended for overdue accounts.

9. Data Protection and Confidentiality

The Company operates in compliance with UK GDPR and the Data Protection Act 2018.

Medical information is confidential and released only with informed consent unless disclosure is legally required. Records are securely stored within encrypted digital systems.

10. Reports and Advice

Occupational health reports provide independent, evidence-based advice.

Implementation of recommendations remains the responsibility of the Client. The Company does not make employment decisions.

11. Insurance

The Company maintains Professional Indemnity, Public Liability, and Employer's Liability Insurance. Certificates are available upon request.

12. Limitation of Liability

Nothing in these Terms limits liability for death or personal injury caused by negligence or fraud.

Subject to this, total liability shall not exceed the total fees paid by the Client in the preceding 12 months.

13. Force Majeure

The Company shall not be liable for failure to perform obligations due to circumstances beyond reasonable control including severe weather, illness, transport disruption, or government restrictions.

14. Governing Law

These Terms and Conditions are governed by the laws of England and Wales and subject to the exclusive jurisdiction of its courts.