

AlumiTherm Business Solutions

Service Terms & Conditions – Version 1.0 – March 2026

Alumitherm Assist Ltd (CRO: 774826) · Tallaght, Dublin, D24 N726, Ireland

These Terms and Conditions (“Terms”) govern the provision of services by Alumitherm Business Solutions, a trading division of Alumitherm Assist Ltd (“the Company”), to its clients. Please read them carefully before engaging our services. By commissioning any service from us, you agree to be bound by these Terms.

1. Definitions

In these Terms, the following words and expressions have the meanings set out below:

- “Company” – means Alumitherm Business Solutions, trading as a division of Alumitherm Assist Ltd (CRO: 774826), with registered address at Tallaght, Dublin, D24 N726, Ireland.
- “Client” – means the individual, business, or organisation that engages the Company for Services, as identified in the relevant proposal, quotation, or order confirmation.
- “Services” – means any of the following services provided by the Company, as agreed with the Client: Tender & PQQ Writing; RAMS and Safety Documentation; Estimating Support; CIRI Registration & Compliance Support; Website Design and SEO; Content Creation and Social Media Management; Bookkeeping Support; Business Documentation; AI Automation Consulting; HR Documentation; Email Marketing and Lead Generation; Training Materials; and any other services agreed in writing between the parties.
- “Deliverables” – means any documents, materials, reports, plans, designs, or other outputs produced by the Company in the course of providing the Services.
- “Agreement” – means the contract between the Company and the Client for the provision of Services, comprising these Terms together with any proposal, quotation, or written order confirmation issued by the Company.
- “Confidential Information” – means any non-public information disclosed by one party to the other in connection with the Services, including but not limited to business plans, pricing, client data, technical information, and operational methods.
- “Personal Data” – has the meaning given to it under applicable data protection legislation, including the General Data Protection Regulation (EU) 2016/679 as retained in Irish law (“GDPR”).
- “Working Days” – means Monday to Friday, excluding Irish public holidays.

2. Scope of Services

2.1 The Company will provide the Services described in the applicable proposal or order confirmation, using reasonable skill, care, and the resources available to it.

2.2 All Services provided by the Company are advisory and support services. The Company acts in a support capacity only. The Client is responsible for reviewing, verifying, and approving all Deliverables before use or submission to any third party.

2.3 The Company does not act as the Client's agent, employee, or legal representative. Nothing in this Agreement creates any partnership, joint venture, or employment relationship between the parties.

2.4 The Company reserves the right to sub-contract elements of the Services to qualified third parties, provided that the Company remains responsible to the Client for the quality of those Services.

2.5 Any changes to the scope of Services agreed in the original proposal must be agreed in writing by both parties prior to the additional work commencing. Additional fees may apply.

3. Fees and Payment

3.1 The fees payable for the Services will be as set out in the Company's proposal or quotation, which will be denominated in Euro (€).

3.2 Unless otherwise agreed in writing, invoices are due for payment within 14 calendar days of the date of invoice.

3.3 Payment must be made by bank transfer to the account details provided on the invoice. The Company does not accept responsibility for payments made to incorrect account details provided by the Client.

3.4 If any invoice is not paid by the due date, the Company reserves the right to charge interest on the overdue amount at the rate of 8% per annum above the European Central Bank main refinancing rate, calculated on a daily basis from the due date until the date of actual payment, in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (S.I. No. 580 of 2012) and the Late Payment in Commercial Transactions Regulations 2002 (S.I. No. 388 of 2002).

3.5 The Company also reserves the right to recover reasonable debt recovery costs where payment is overdue, as permitted under the Late Payment legislation referenced in clause 3.4.

3.6 The Company reserves the right to suspend provision of the Services if any invoice remains unpaid beyond 21 days from the due date, without prejudice to any other remedies available.

3.7 All fees are exclusive of Value Added Tax (VAT). Where applicable, VAT will be charged at the prevailing rate and will be shown separately on invoices.

3.8 Where a project requires significant upfront work or third-party costs, the Company may require a deposit of up to 50% of the total fee prior to commencing work. This will be stated in the proposal.

4. Intellectual Property

4.1 All Deliverables produced by the Company in the course of providing the Services shall, upon receipt of full payment of all fees due, vest in and become the sole property of the Client.

4.2 Until full payment is received, the Company retains all intellectual property rights in all Deliverables. The Client shall have no right to use, reproduce, distribute, or submit any Deliverable until payment has been made in full.

4.3 The Client grants the Company a non-exclusive, royalty-free licence to use any materials, content, data, or information provided by the Client to the extent necessary to perform the Services.

4.4 The Company retains the right to use anonymised or aggregated information derived from the Services for internal purposes, including improving service quality. No Client-identifiable information will be used for this purpose without consent.

4.5 Where the Services incorporate third-party licensed content, software, or tools (including AI platforms), the Client acknowledges that certain third-party licence restrictions may apply to the use of such elements within Deliverables.

5. Confidentiality

5.1 Each party agrees to keep confidential all Confidential Information received from the other party and to use it solely for the purposes of performing its obligations under this Agreement.

5.2 Neither party will disclose the other's Confidential Information to any third party without prior written consent, except:

- (a) to employees, contractors, or professional advisors who need to know the information for the purpose of this Agreement and are subject to equivalent confidentiality obligations; or
- (b) where required by law, regulation, or order of a competent court or authority, in which case the disclosing party will, where permitted, give the other party reasonable advance notice.

5.3 These confidentiality obligations will survive the termination of this Agreement for a period of three (3) years.

5.4 Confidential Information does not include information that: (a) is or becomes publicly available other than through a breach of this Agreement; (b) was known to the receiving party before disclosure; (c) is independently developed by the receiving party without use of the Confidential Information.

6. Limitation of Liability

6.1 The Company's total liability to the Client under or in connection with this Agreement – whether in contract, tort (including negligence), breach of statutory duty, or otherwise – shall not exceed the total fees paid by the Client to the Company in the 12-month period immediately preceding the event giving rise to the claim.

6.2 Neither party shall be liable to the other for any:

- (a) loss of profits;
- (b) loss of business or opportunity;
- (c) loss of anticipated savings;
- (d) reputational damage; or
- (e) indirect or consequential loss,

whether or not such loss was foreseeable or the party had been advised of its possibility.

6.3 Nothing in these Terms excludes or limits either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded by law.

IMPORTANT – Safety Documentation (RAMS, Safety Statements, and Safety Plans)

6.4 The Client acknowledges and agrees that:

- (a) Where the Services include the preparation or drafting of Risk Assessments, Method Statements (“RAMS”), safety statements, safety plans, or any other health and safety documentation, the Company provides these as support and drafting services only.
- (b) The Client, as employer, principal contractor, or contractor (as applicable), retains full and sole statutory responsibility for health and safety on site and for compliance with all applicable health and safety legislation, including (without limitation) the Safety, Health and Welfare at Work Act 2005, the Safety, Health and Welfare at Work (Construction) Regulations 2013, and all associated regulations and guidance.
- (c) All safety documentation produced by the Company must be reviewed, verified, and approved by a competent person appointed by the Client before being used or implemented on any site or project. The Client is responsible for ensuring that all safety documentation accurately reflects the actual conditions, risks, and controls applicable to the specific project or site.
- (d) The Company does not accept any liability whatsoever for incidents, accidents, injuries, fatalities, regulatory enforcement, or any other consequence arising from the use of safety documentation produced under these Services. The Client is solely responsible for ensuring the adequacy and accuracy of any safety documentation used in the field.
- (e) The Client is strongly advised to have all safety documentation reviewed by a qualified safety professional (such as a registered Safety Officer or PSCS/PSDP) before use.

7. Data Protection

7.1 Both parties will comply with all applicable data protection legislation, including the GDPR and the Data Protection Acts 1988 to 2018, in relation to any Personal Data processed in connection with this Agreement.

7.2 To the extent that the Company processes Personal Data on behalf of the Client in the course of providing the Services, the Company acts as a data processor and the Client acts as the data controller for that Personal Data.

7.3 As data processor, the Company will:

- (a) process Personal Data only on the documented instructions of the Client;
- (b) ensure that persons authorised to process the Personal Data are subject to appropriate confidentiality obligations;
- (c) implement appropriate technical and organisational security measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, or damage;
- (d) not transfer Personal Data outside the European Economic Area without appropriate safeguards;
- (e) assist the Client in meeting its obligations under the GDPR, including in respect of data subject requests and breach notification;
- (f) at the Client’s choice, delete or return all Personal Data upon termination of the Agreement.

7.4 The Client warrants that it has all necessary consents and lawful bases to share any Personal Data with the Company for the purposes of the Services.

7.5 The Company's full Privacy Notice, detailing how Personal Data relating to the Client's personnel and enquiries is handled, is available on request.

8. AI Disclosure

8.1 The Client acknowledges and accepts that certain Services are delivered with the assistance of artificial intelligence (AI) tools and technologies. AI may be used in tasks such as drafting documents, generating content, conducting research, building automation workflows, or processing information.

8.2 The Company is transparent about this use. All AI-assisted outputs are reviewed and quality-checked by the Company's staff or qualified associates before being delivered to the Client. The Company does not deliver raw, unreviewed AI output as a finished Deliverable.

8.3 Notwithstanding clause 8.2, the Client remains responsible for reviewing all Deliverables before use, as set out in clause 2.2. AI tools, like all technology, may produce errors or imperfections, and the Company's review does not guarantee that all outputs are entirely free from error.

8.4 The Company will not represent AI-generated content as independently authored by a named human professional unless a qualified professional has materially reviewed and takes responsibility for that content.

9. Client Obligations

9.1 The Client agrees to:

- (a) provide the Company with accurate, complete, and up-to-date information necessary for the performance of the Services in a timely manner;
- (b) respond promptly to reasonable requests for feedback, approvals, or information from the Company;
- (c) notify the Company promptly of any changes in circumstances that may affect the Services;
- (d) ensure that any materials, data, or content provided to the Company do not infringe the intellectual property rights or other rights of any third party;
- (e) maintain adequate professional indemnity and public liability insurance appropriate to the Client's own business activities;
- (f) where applicable, comply with all statutory, regulatory, and professional obligations relevant to the Client's industry, including obligations relating to health and safety, tax, employment, and licensing.

9.2 The Company will not be liable for any failure or delay in performing the Services where such failure or delay results from the Client's failure to meet its obligations under clause 9.1.

9.3 The Client acknowledges that the quality and timeliness of Deliverables depends on the accuracy and completeness of the information provided by the Client.

10. Termination

10.1 Either party may terminate this Agreement on 30 days' written notice to the other party.

10.2 Either party may terminate this Agreement with immediate effect by written notice if:

- (a) the other party commits a material breach of these Terms and, where the breach is capable of remedy, fails to remedy it within 14 days of receiving written notice specifying the breach and requiring it to be remedied;
- (b) the other party becomes insolvent, enters into liquidation or receivership, makes an arrangement with its creditors, or is subject to an analogous event in any jurisdiction.

10.3 On termination for any reason:

- (a) the Client shall pay all fees due for Services performed up to the date of termination;
- (b) where the Client has terminated under clause 10.1 (without cause), fees for any work in progress or committed costs at the date of notice will remain payable;
- (c) each party shall return or destroy the other's Confidential Information upon request;
- (d) any Deliverables completed and paid for in full prior to termination shall remain the property of the Client.

10.4 Termination of the Agreement does not affect any rights, remedies, obligations, or liabilities of either party that have accrued up to the date of termination.

10.5 Clauses 4 (Intellectual Property), 5 (Confidentiality), 6 (Limitation of Liability), 7 (Data Protection), and 12 (Governing Law) survive termination of this Agreement.

11. Force Majeure

11.1 Neither party will be in breach of this Agreement or liable for any failure or delay in performing its obligations if that failure or delay is due to causes beyond the reasonable control of that party ("Force Majeure Event"), including but not limited to: acts of God, flood, fire, earthquake, epidemic, pandemic, civil unrest, war, terrorism, government action, power failure, or widespread internet outages.

11.2 The party affected by a Force Majeure Event must notify the other party as soon as reasonably practicable, describing the event and its likely duration.

11.3 If a Force Majeure Event continues for more than 30 days, either party may terminate the Agreement on written notice, without liability to the other, save for payment for Services already rendered.

12. Governing Law and Disputes

12.1 This Agreement is governed by and construed in accordance with the laws of Ireland.

12.2 Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Ireland.

12.3 Before initiating formal legal proceedings, the parties agree to attempt to resolve any dispute through good faith discussions between senior representatives of each party for a period of not less than 14 days from written notice of the dispute.

13. Entire Agreement

13.1 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, representations, understandings, and negotiations between the parties, whether oral or written.

13.2 The Client acknowledges that it has not relied on any representation, warranty, or undertaking not expressly set out in these Terms or in a signed proposal or order confirmation.

14. Amendments

14.1 No amendment, variation, or modification of this Agreement shall be effective unless made in writing and signed by an authorised representative of each party.

14.2 The Company reserves the right to update these Terms from time to time. Where changes are material, the Company will provide the Client with at least 14 days' written notice before the changes take effect. Continued engagement with the Company's Services after that notice period constitutes acceptance of the updated Terms.

15. General

15.1 Waiver. A failure or delay by either party to exercise any right or remedy under this Agreement shall not constitute a waiver of that right or remedy, and no waiver shall be effective unless given in writing.

15.2 Severance. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. The validity and enforceability of the remaining provisions shall not be affected.

15.3 Notices. Any notice required under this Agreement must be given in writing and sent to the other party's email or postal address as set out in the proposal or order confirmation, or such other address as the party may notify in writing. Notices sent by email are effective on transmission (provided no delivery failure notification is received within 24 hours); notices sent by post are effective 2 Working Days after posting.

15.4 No Third-Party Rights. Nothing in this Agreement confers any rights on any third party.

15.5 Assignment. The Client may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign its rights to any successor or affiliate entity on written notice to the Client.

Alumitherm Business Solutions is a trading division of Alumitherm Assist Ltd, CRO 774826, registered in Ireland.

These Terms and Conditions were last updated: March 2026.

For queries about these Terms, please contact: enquiries@alumitherm.com