



# HR and You Ltd Terms and Conditions of Service

Updated on: 30 August 2022

## 1. Who are HR and You Ltd

- 1.1 HR and You Ltd, is a Company registered in England and Wales with company registration number 14324806, having its registered office at Unit 13, Dunscair Business Park, Blackburn Road, Egerton, BL7 9PQ ("the Supplier") is the provider of a variety of products and services, such as, HR, Employment Law Outsourcing, the provision of HR project, consultancy, legal commercial documents and the services and products offered include digital and print information, ("the Services") both by way of one-off purchases ("the Purchasable Services").
- 1.2 The customer (as more fully identified on any documentation including and Contract and/or the invoice) ("the Customer") wishes to purchase the Goods and/or the Services that the Supplier is willing to supply strictly subject to the Terms and Conditions as set out below:
- 1.3 Herein and after each referred to as a "Party" and collectively as "Parties".

## 2. Retained Services and/or Services

- 2.1 The Retained period (The Initial Period) begins on the date shown in any Contract (The Commencement Date) and shall last for the period shown in the Contract with a provision for early termination only as agreed by the Supplier.
- 2.2 The Contract shall continue automatically (unless stated otherwise) after the Initial Period for the same period (the Renewal Period) unless terminated by the Customer giving a minimum of 3 full calendar months' written notice to expire at the end of the Initial Period or any subsequent Renewal Period.
- 2.3 Should the Customer request to terminate the Contract they should do so by providing at least 3 calendar months written notification to the Supplier, the Supplier will supply a final invoice which will include any and all monies on account for services up to and including the 3 calendar full months' notice period and any part month that exists.
- 2.4 The Customer will be subject to Clause 2.3 should the Contract be terminated within any 12-month period, the Supplier will recover an amount which will cover a minimum of **£650.00** and will not be in excess of up to **£1,600.00**, (excluding VAT) for the provision of HR, Legal, commercial documentation/correspondence, employment contracts and Employee Handbook and reviews thereof during the period.
- 2.5 The Supplier shall have the right to terminate this Contract, at any time, by providing the Customer with 90 (thirty) days prior written notice of its intention to do so.

## 3. Retained Services and/or Services Payment Provisions

- 3.1 The price payable shall be the total price specified in the Contract as at the Commencement Date, less any discounts agreed in advance by the Supplier.
- 3.2 All amounts stated are exclusive of VAT (Value Added Tax) at the rate in force at the date any payment is required from the Customer.
- 3.3 The Customer shall be required to make payment to the Supplier by Go-Cardless only, subject to this clause a failure to do so will result in termination of the Contract by the Supplier with immediate effect.
- 3.4 HR and You Ltd shall be entitled to increase prices at anytime whatsoever during the Contract term up to a maximum of 30%, whether Employee numbers increase or not, this maybe due to economic conditions.
- 3.5 HR and You Ltd shall be entitled, at the end of the Initial Period and any subsequent Renewal Period, to increase the fees under this Contract by up to 45% for the following contract period.
- 3.6 The Customer shall pay the Retained price identified on any invoice on the due date of the invoice.
- 3.7 Where payment is not made in accordance with this clause 3.6 and provided that the invoice (or part thereof) is not subject of a genuine dispute between the Parties, the Supplier shall be entitled to charge the late payment fee and interest accruing daily on the outstanding amount at the rate of 8% per annum above the National Bank of England base rate for the time being in force, from the due date until the outstanding amount is paid in full.
- 3.8 HR and You Ltd acts and complies with the Late Payment of Commercial Debts Act (Interest) 1988, late payment fees and interest charges will be added to any overdue invoices which are not paid on the due dates payable.
- 3.9 Such interest shall accrue daily from the due date specified in clause 3. until actual payment of the overdue amount, whether before or after judgment.
- 3.10 The interest shall be payable by the Customer together with the overdue amount to the Supplier.
- 3.11 HR and You Ltd will suspend the availability of the HR and You Ltd Advisory HR Support Services, Breathe HR Software, Retained, Legal commercial services and or Pay&Go or reduce the support Services including advice and guidance until payment has been made and receipted by HR and You Ltd in full.
- 3.12 The Supplier reserves the right not to make any delivery of the HR and You Ltd Advisory HR Support Services, Retained, Legal commercial services and or Pay&Go until payment is received.
- 3.13 The Supplier may accept payment made in instalments from the Customer, provided that such payment mechanism has been agreed between the Parties in writing in advance of the Commencement Date.
- 3.14 For the avoidance of doubt, such acceptance by the Supplier shall remain in its sole discretion and shall not be binding on the Supplier for any subsequent anniversary of the Commencement Date except for the period for which the acceptance relates to.
- 3.15 The Customer will be notified and sent a new Service Contract at least 30 days prior to the end of the Contract renewal date, the supplier accepts no liability if the Customer does not respond/reply to the Supplier, the Contract will be sent by electronic communication only (email), in the event the Customer decides not to proceed they are responsible for informing the Supplier within the 30 day period, a failure to do so will mean the Contract commences on the date and invoices will be payable until such a time that the Customer informs the Supplier of their intention to terminate providing 90 days' notice period in writing.

## 4. Pay&Go and one off Purchasable Services (Pay&Go Services, Legal Commercial Services, Online Toolkit Documentation, Consultancy Services and Employment Law Services)

- 4.1 The Supplier shall provide Purchasable Services to the Customer as set out in the quotation or as may be agreed in writing between the Parties.
- 4.2 Online content, for example downloaded template documentation is subject to payment upon purchase, title of the document shall not pass to the Customer until payment is received in full by the Supplier.
- 4.3 Title in the Purchasable Services, such as, Pay&Go Services, in the form of any type of document provisions, for: Legal Commercial Services, Consultancy Services and Employment Law Services shall **not** pass to the Customer until the Supplier has received full payment in respect of the Purchasing of Services, whether or not completion has been made by the Supplier.
- 4.4 For all such Purchasable Services at 4.3 payment will be requested by the Supplier following the submission and subsequent acceptance of a quotation or an estimate for services, and the Supplier shall make immediate payment.
- 4.5 The Customer shall pay the price identified on any invoice on the due date of the invoice.
- 4.6 All amounts stated are exclusive of VAT (Value Added Tax) at the rate in force at the date any payment is required from the Customer.
- 4.7 Where payment is not made in accordance with this clause 4. and provided that the invoice (or part thereof) is not subject of a genuine dispute between the Parties, the Supplier shall be entitled to charge the late payment fee and interest on the outstanding amount at the rate of 8% per annum above the National Bank of England base rate for the time being in force.
- 4.8 Such charges will be from the due date until the outstanding amount is paid in full.
- 4.9 All terms, conditions or warranties implied by statutory or common law are excluded from the Contract to the fullest extent permitted by law.

## 5. Services

- 5.1 In consideration of the Services to be provided by the Supplier to the Customer, the Customer shall pay the Retained Service fee as set out on the invoice, to the Supplier in accordance with the terms and conditions of the Contract.
- 5.2 The Supplier expressly does not warrant that any result or objective whether stated in the Contract or not shall be achieved, be achievable or be attained at all or by a given date or any other date.
- 5.3 For the avoidance of doubt time shall not be of the essence in the Contract.
- 5.4 The Supplier reserves the right at any time to alter, amend, change, modify or withdraw the format, the features and/or benefits that comprise the Services and/or the Goods.
- 5.5 The Customer's continued use of the Services and/or the Goods after any notification of such change shall be deemed to constitute acceptance of any such change or modification.
- 5.6 Except in the case of death or personal injury caused by the Supplier's negligence, the Supplier's liability under or in connection with the Services under the Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the Retained Service fee paid to the Supplier under the Contract.
- 5.7 The Supplier shall not be liable to the Customer whether in contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, under or in connection with this Contract for any:
  - a. Loss of contracts, loss of profits, loss or reduction to goodwill, loss of opportunity, loss of revenue and/or anticipated savings, loss of business opportunity, destruction of data, punitive damages or losses suffered by any third parties irrespective of whether or not such loss is direct, indirect, special, or consequential;
  - b. Indirect, consequential, or special loss whether or not the Supplier was aware of circumstances giving rise to any such loss.
- 5.8 The Customer shall indemnify and hold harmless the Supplier from and against all Claims and Losses arising from loss, damage, liability, injury to the Supplier's and/or its employees, consultants, or other representatives and third parties, infringement of third party intellectual property rights or third party losses by reason or arising out of the Customer or its Authorised Users access and use of Digital Content outside of that expressly permitted by the Contract, or any information or other materials supplied to the Supplier by the Customer within or outside the scope of the Contract. "Claims" shall mean all demands, claims, proceedings, penalties, fines, and liability (whether criminal or civil, in contract, tort or otherwise) and "Losses" shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
- 5.9 Each of the Parties acknowledges that in entering into the Contract, it does not do so in reliance on any representation, warranty, or other provision except as expressly provided in the Contract, and any conditions, warranties or other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
- 5.10 Nothing in the Contract excludes liability for fraud or fraudulent misrepresentation.

## 6. Digital Content/Portal Grant of Service Licence

- 6.1 The Customer may be granted a personal, non-exclusive, non-transferable and time limited licence to access and use the Digital Content/Portal for the Customer's core, primary, established, and usual business activities.
- 6.2 Any such licence is granted strictly subject to the terms and conditions set out in Schedule 1 (as may be amended by the Supplier from time to time in its sole discretion) and otherwise subject to the terms and conditions of the Contract will terminate automatically on the termination of the Contract for any reason.
- 6.3 Access to the Digital Content/Portal shall be permitted strictly for the number of Authorised Users as set out in the Contract, or as otherwise notified to the Customer by the Supplier.
- 6.4 Unless otherwise stated, usage levels refer to the totality of different users who are required to access the service in the customer organisation.
- 6.5 Selected information packages include Digital Content/Portal versions of all/part of the service as an integral part of the overall service.
- 6.6 The Customer will be provided with Digital Content/Portal containing the work and software and/or online access instructions as required enabling access and use through a computer or other electronic device as may be specified in the Contract.
- 6.7 Digital Content/Portal provided through any other digital delivery mechanism is supplied subject to the licence terms and/or in accordance with the provisions of the Contract.
- 6.8 The Customer agrees to accept these terms prior to accessing and using Digital Content/Portal.
- 6.9 Any such access and use of the Digital Content/Portal shall be treated as the Customer's acceptance of the terms and conditions in the Contract.
- 6.10 The Customer understands that for some Digital Content/Portal there are minimum system requirements which the Customer must meet prior to it being able to access or use the Digital Content/Portal in question and that the Customer will be responsible for ensuring that its systems are able to meet such requirements before purchasing the Goods and/or the Services.
- 6.11 The Customer shall issue passwords and other access information only to its Authorised Users and shall ensure that Authorised Users do not divulge their passwords or other access information to any third party.
- 6.12 The Customer shall ensure that if an Authorised User leaves its employ their password and other access information is immediately revoked.
- 6.13 The Customer shall always remain in control of its access information, and it shall remain responsible for any unauthorised access or other irregularity in respect of its account including those of its users whether currently or previously Authorised Users.
- 6.14 The Customer shall keep full and up-to-date records of all its Authorised Users and shall provide the Supplier with details of these upon request.
- 6.15 The Customer shall safeguard the IPR, Confidential Information and any other proprietary rights of Supplier or the Supplier's licensors.

## 7. Purchasable and non-purchasable Training

- 7.1 The purchase of any training services remains the property of the supplier, for commercial use and sale, the Customer may use, copy, print for internal non-commercial use only.
- 7.2 Training content, for example presentations, slides, coursework, casework, artwork, graphics, photographs, and any other related content remains the property of the Supplier, as detailed at clause 8. The Supplier IPR retains all rights.

- 7.3 In this instance payment upon purchase, title of the document shall not pass to the Customer, payment as in this clause remains for the Customer to use, copy, print for internal non-commercial use only, payment is required and in full by the Supplier before the title is passed to the Customer.
- 7.4 Title in the Purchasable Training content, such as, training courses shall not pass to the Customer until the Supplier has received full payment in respect of the Purchasing of Training content, whether or not completion has been made by the Supplier.
- 7.5 For all such Purchasable Services at 4.3 payment will be requested by the Supplier following the submission and subsequent acceptance of a quotation or an estimate for services, and the Supplier shall make immediate payment.
- 7.6 The Customer shall pay the price identified on any invoice on the due date of the invoice.
- 7.7 All amounts stated are exclusive of VAT (Value Added Tax) at the rate in force at the date any payment is required from the Customer.
- 7.8 Where payment is not made in accordance with this clause 4. and provided that the invoice (or part thereof) is not subject of a genuine dispute between the Parties, the Supplier shall be entitled to charge the late payment fee and interest on the outstanding amount at the rate of 8% per annum above the National Bank of England base rate for the time being in force.
- 7.9 Such charges will be from the due date until the outstanding amount is paid in full.
- 7.10 All terms, conditions or warranties implied by statutory or common law are excluded from the Contract to the fullest extent permitted by law.
- 7.11 The purchase of any training services remains the property of the supplier, for commercial use and sale, the Customer may use, copy, print for internal non-commercial use only.
- 7.12 Training content, for example presentations, slides, coursework, casework, artwork, graphics, photographs, and any other related content remains the property of the Supplier, as detailed at clause 8. The Supplier IPR retains all rights.
- 7.13 For any Training for delivery which is for non-purchasable Training content, the Supplier will create and deliver the training as detailed at clause 7.16 (h)
- 7.14 In this instance the training nor any such content shall not pass to the Customer, payment as in this clause remains for the Customer to use, copy, print for internal non-commercial use only, payment is required and in full by the Supplier before the training for delivery non-purchasable Training content is created.
- 7.15 Non-Purchasable Training content, such as, training courses shall not pass to the Customer and full payment in respect of the Purchasing of Training content, whether or not completion has been made by the Supplier.
- 7.16 Training courses are created and delivered as detailed below:
- a. Non-Purchasable Training courses can be booked up to 6 months in advance
  - b. A 50% Payment is required at the time of the acceptance of quotation, this represents the creation of the content, the 50% deposit is non-refundable.
  - c. A minimum of 8 delegates are required for any course and a maximum of 20 delegates
  - d. Cancellations are permitted for delegates up to 72 hours prior to the day of the course, cancellation requests must be in writing and sent to: [info@hrandyou.co.uk](mailto:info@hrandyou.co.uk)
  - e. Cancellations after 72 hours will not be accepted by the Supplier, in this instance the remaining 50% is payable and in full
  - f. All training courses quoted will be either ½ or full day, held at the Customer site/office or at the HR and You Ltd Business Hub in Egerton
  - g. Prices will be clearly identified on any quotation sent, inclusive/exclusive of lunch/refreshments as appropriate, where not supplied the Customer must make provisions on the day

- h. All training courses are delivered face-face by the Supplier, it is prohibited for the Customer to deliver the training content without the express permission of the Supplier as detailed at clause 8. The Supplier owns IP on all course content.

## 8. Intellectual Property Rights

- 8.1 The Customer acknowledges that all IPR in the Goods and/or the Services are vested into and shall always remain vested in the Supplier or its licensors.
- 8.2 The Customer warrants that it shall not engage in any unauthorized use, copying, renting or distribution or other act restricted by copyright in respect of any Goods and/or Services, or part thereof, in which copyright subsists under the Contract.
- 8.3 The Customer warrants that it and all its Authorised Users shall observe the obligations under this Contract and ensure that its actions do not infringe the IPR of the Supplier (and any relevant third parties) in the Digital Content/Portal or otherwise breach the license granted to it under the Contract.
- 8.4 The Customer and its Authorised Users shall ensure that any infringement or suspected infringement of the Supplier's IPR by third parties shall be notified to the Supplier immediately.
- 8.5 The Customer warrants that it and its Authorised Users shall maintain observance of this Contract and that any unauthorised use of the Digital Content/Portal and/or failure to comply with the terms and conditions specified in this Contract by it or any of its Authorised Users shall be notified to the Supplier immediately and that the Customer shall ensure that such activity ceases immediately, and any recurrence prevented.
- 8.6 The Customer shall not make any admission as to liability or compromise or agree to any settlement of any claim or alleged claim against the Supplier in relation to IPR infringement without the prior written consent of the Supplier.

## 9. Assistance and Support

- 9.1 Although the Supplier will use its reasonable endeavours to provide the advice and support necessary to the Customer and advice in relation to accessing the Digital Content/Portal provided by the Supplier no warranty or representation is made regarding the availability of the Assistance
- 9.2 The information provided by HR and You Ltd in relation to the Coronavirus Job Retention Scheme, does not amount to 'advice' and HR and You Ltd does not accept any liability or responsibility for the submission or accuracy of information provided to HMRC. All claims submitted to HMRC remain the sole responsibility of the employer.
- 9.3 The Supplier is not a payroll provider/bureau and does not hold themselves to be so, any advice and guidance provided is given in good faith only.
- 9.4 The Covid-19 Toolkit is a tool to assist employers with any queries they may have in relation to the pandemic in general terms, this area changes rapidly and HR and You Ltd accepts no liability for any such amendments in the Government guidelines, as such HR and You Ltd advises the Customer to access ([www.gov.uk](http://www.gov.uk)) regularly for clarification.

## 10. Confidentiality

- 10.1 Any of the Parties hereto (individually a Recipient Party) shall keep the Confidential Information of the other (The Disclosing Party) confidential and secret, whether disclosed to directly or indirectly received by them.
- 10.2 The Recipient shall only use the Confidential Information of the Disclosing Party for the purpose of performing the Recipient's obligations under the Contract.
- 10.3 The Recipient shall inform its officers, employees, and agents of the Recipient's obligations under the provisions of this clause 9, and ensure that the Recipient's officers, employees, and agents meet the obligations.
- 10.4 The obligations of clause 9.1 shall not apply to any information which:

- a. Was known or was in the possession of the Recipient before it was provided to the Recipient by the Disclosing Party;
- b. Is, or becomes, publicly available through no fault of the Recipient;
- c. is provided to the Recipient without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
- d. Was independently developed by the Recipient (or on its behalf) who had no direct access to, or use or knowledge of the Confidential Information supplied by the Disclosing Party; or
- e. Is required to be disclosed by law, a court order of competent jurisdiction or any governmental or regulatory authority.

10.5 Neither Party shall disclose to any third-party Confidential Information belonging to the other Party without prior written consent of the other Party (save that disclosure shall be permitted within the Supplier's group of companies or to its professional advisers, agents, and sub-contractors on a need-to-know basis).

10.6 This Clause 8 shall survive the termination of this Contract for a period of 5 (five) years.

## 11. Data Protection

- 11.1 Each party acknowledges that the Customer operates as a Data Controller and the Supplier as the Data Processor in respect of the Personal Data of the Authorised Users.
- 11.2 The Supplier takes the privacy and the security of the information provided by the Customer very seriously. All information given to the Supplier is stored securely and is not accessible to other users.
- 11.3 The Supplier does not sell, transmit or license any such personal information to any third party.
- 11.4 The Supplier will use the information that it collects lawfully for the purposes of fulfilling the Online Services in accordance with the GDPR.
- 11.5 If the Supplier assigns, transfers or subcontracts its obligations under this Contract, the Customer's Personal Data may be passed on to a third party to continue provision of Services or provision of the Online Services.
- 11.6 Any Personal Data about the Customer collected by the Supplier may also be used for the following purposes: (a) to provide access to and for the use of the Online Services; and (b) to provide customer support and invoicing.
- 11.7 Please refer to the Supplier's [privacy policy](#) for further information on how it processes Personal Data.

## 12. Typographical Errors

- 12.1 HR and You Ltd will strive to ensure that the information that is provided on the HR and You Ltd Website, our Portal, and the correspondence we provide to our customers is accurate and up to date.
- 12.2 In the event the HR and You Ltd Advisory HR Support Services, Retained, Legal commercial services and or Pay&Go, and or Product is listed incorrectly due to typographical error or there is an error in pricing information from taxes or duty changes, HR and You Ltd shall have the right to refuse or cancel any Quotation, and or Contract listed at the incorrect price, prior to the completion of the Quotation, Contract or Supply of Service Provision, or at any time.
- 12.3 The information provided on the Website/Portal, may be from time to time from external website/s as such they are the views expressed direct from those third parties and not the views of HR and You Ltd, in this respect HR and You Ltd does not necessarily endorse those views.
- 12.4 The Customer is responsible for evaluating all available information and for any decisions made as a result.
- 12.5 HR and You Ltd provides all documentation/correspondence in the same format, for this purpose we use a legal framework, the font is Calibre10, colour black, we use a legal form of writing style and follow Gov.uk guidelines when creating our documentation/correspondence.



- 12.6 To the extent permissible by law HR and You Ltd excludes all liability for any illegality arising from or error, omission or inaccuracy in such material and HR and You Ltd takes no responsibility for such material.
- 12.7 If you do identify any anomalies relating to the HR and You Ltd Website/Portal, you should contact 0333 006 9489.

## 13. Contacting HR and You Ltd

- 13.1 Customers should contact us by telephone for advice and guidance by calling, 0333 006 9489, Retained Customers may have a direct telephone number for their dedicated HR or Legal Consultant which they should use, should your HR, or Legal Consultant not be available your call will be diverted.
- 13.2 We recommend you leave a message if your call is urgent and follow up with an email, all emails must be sent in the first instance to: [info@hrandyou.co.uk](mailto:info@hrandyou.co.uk) followed by copying in your dedicated HR, or Legal Consultant.
- 13.3 We open to all Customers both Retained and Pay&Go 365 days 24 hours; you should call 0333 006 9489.
- 13.4 Pay&Go customers are required to make their identity known, we do not enter into Employee relations, only direct with Employers, we advise Employees to seek advice through ACAS.
- 13.5 Visitors seeking support via our chat function may only do so by clearly identifying themselves, we ask a number of generic questions prior to engaging, we offer no advice via our chat function and prospective customers should not be disappointed when their query is not responded to as our standard response is to contact us direct to access our Pay&Go service or contact us direct.
- 13.6 Any Customer can email us at: [info@hrandyou.co.uk](mailto:info@hrandyou.co.uk) or call us on: 0333 0069489 this maybe to ask a question, request a quotation or careers we may have.
- 13.7 If we have to contact you, we will write to you at the email address provided, should you need to change this, email HR and You Ltd at: [info@hrandyou.co.uk](mailto:info@hrandyou.co.uk)

## General

## 14. Entire Contract

- 14.1 This Contract contains the whole Contract between the Parties in respect of the subject matter thereof and supersedes and replaces any prior written or oral Contracts, representations, or undertakings between them. The Parties confirm that they have not entered into the Contract based on any representation that is not expressly incorporated into this Contract.

## 15. Force Majeure

- 15.1 Neither Party shall have any liability under this Contract for any delays or failures in performance of this Contract which result from circumstances beyond the reasonable control of that Party.
- 15.2 The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- 15.3 If any such circumstances continue for a continuous period of more than 3 (three) months, either Party may terminate this Contract by written notice to the other Party.

## 16. Assignment

- 16.1 Subject to the foregoing, the Customer may not assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 16.2 The Customer may however assign and transfer all its business provided that the assignee undertakes in writing to the Supplier to be bound by the obligations of the assignor under this Contract.
- 16.3 The Supplier shall be permitted to sub-contract the provision of the Services or any part thereof without the prior written consent of the Customer.

## 17. Notices

- 17.1 Written notices for the attention of Supplier shall be sent to: The Head of Customer Experience, HR and You Ltd Unit 13, Dunscair Business Park, Blackburn Road, Egerton, BL7 9PQ.

## 18. Governing law and jurisdiction

- 18.1 This Contract shall be governed and construed in accordance with the laws of England and Wales.
- 18.2 The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

# Schedule 1

## 1. Conditions and restrictions on the use of Digital Content/ Portal

- 1.1 The Customer shall immediately inform the Supplier of any unauthorised access to the Digital Content of which the Customer becomes aware.
- 1.2 The Customer's use of the Digital Content/Portal carries no rights to IPR therein.
- 1.3 For the avoidance of doubt all IPR in the Digital Content/Portal belongs to the Supplier and/or other specified copyright owners.
- 1.4 No commercial exploitation of the Digital Content/Portal is permitted by the Supplier beyond that stated in this Contract and the Customer warrants that it shall not engage in any commercial exploitation of the Digital Content, unless expressly permitted by the Supplier in writing.
- 1.5 The Digital Content is provided on an 'as is', 'as available' basis and the Customer understands that the Digital Content does not purport to be a substitute for professional advice in specific circumstances or at all.
- 1.6 The Customer shall not remove or alter any copyright notices or any trademarks or other identifying marks of the Supplier (or those of any third parties having IPR in the Digital Content/Portal).
- 1.7 The Customer shall not remove or alter any disclaimer or other notice as it appears on any part of the Digital Content. The Customer shall not introduce any virus or other harmful code, programme, or file.
- 1.8 The downloading, storage and/or emailing of any content from/under the Digital Content portfolio is permitted by the Supplier strictly subject to the limitations imposed and/or notified (including by electronic means) from time to time by the Supplier.

- 1.9 The Customer may take copies of and store the Digital Content but only to the reasonable level required for the purposes of its own business and subject to any limit on the number and extent of copying as may be imposed by the Supplier from time to time.
- 1.10 The Customer may not use the Digital Content in any way that infringes the copyrights or proprietary interests therein.

## Schedule 2

# 2. CONDITIONS AND RESTRICTIONS ON USE FOR THE ADVISORY RETAINED AND PAY&GO SERVICES (INCLUDING FAIR USAGE OF SERVICES)

- 2.1 The Customer shall be entitled to access the HR and You Ltd Advisory HR Support Services on a Retained, and or Pay&Go basis where the Customer is permitted to do so under the terms of the Contract.
- 2.2 The Customer shall be provided with the appropriate information which amongst others shall act as the means of identifying itself and/or its Authorised Users when accessing and/or using the HR and You Ltd Advisory HR Support Services.
- 2.3 Customers have access to The HR and You Ltd Advisory HR Support Services telephone lines 24 hours 365 days, this includes Pay&Go Customers, subject to basic approval questions, and on the Contract of an up-front payment which must be paid in full and is payable by all Pay&Go Customers.
- 2.4 All Pay&Go HR and You Ltd Advisory HR Support Services, advice, guidance and or support, in the form of telephone or email invoice payment is due payable at the time of the acceptance of any Quotation/Estimate for the Support Services.
- 2.5 The HR and You Ltd Advisory HR Support Services telephone lines are operated on standard tariff call charges.
- 2.6 The Customer understands that the Supplier provides the HR and You Ltd Advisory HR Support Services on the condition that the Customer agrees for its telephone calls and or emails to be monitored / recorded for data retention in accordance with general policies (as amended from time to time) including without limitation for training and quality assurance purposes.
- 2.7 The HR and You Ltd Advisory HR Support Services are provided to Retained, and or Pay&Go Customers as standard at least as that expected of providers of similar services, with the exception we do not operate as a call centre, nor have automated messaging.
- 2.8 Advice, guidance, and support is given on the understanding that the Supplier sub-contractors, representatives nor appointed agents are in business as a law firm, lawyers, accountant, or tax consultant/s, Outsourced HR providers (HRO) unless otherwise agreed by the Supplier.
- 2.9 The advice is provided in good faith and is given in accordance with the understanding of the HR Consultant/Advisor, and or Legal Advisors of the circumstances described by the Customer.
- 2.10 The Customer understands that the advice, guidance, and support provided in connection with the HR and You Ltd Advisory HR Support Services is given in good faith and is based upon the information supplied by the Customer or its Authorised Users during the telephone call, and or email communication.
- 2.11 The Supplier, its sub-contractors and/or its appointed legal representatives cannot be held liable for any loss suffered howsoever arising if inaccurate, incomplete, or unclear information is given.
- 2.12 The HR Consultant/Advisor, Legal Advisor may ask questions to elicit information to assist them in answering the Customer's questions, but the HR Consultant/Advisor, Legal Advisor is not obliged to do so and a failure or omission to ask questions that may have altered the advice in connection with the HR and You Ltd Advisory HR Support Services will not cause the Supplier, its sub-contractors and/or its representatives to incur any liability whatsoever, howsoever arising.

- 2.13 The HR Consultant/Advisor, Legal Advisor will ask questions to elicit information, this will be in relation to the Customer, the Organisation, and the HR matter, a failure to provide some, or all of the information, or should the HR Consultant/Advisor, Legal Advisor have reason to doubt the authenticity or nature of the call, and or email, the HR matter will be disregarded, in this case an invoice will be sent which will be due payable on the same working day.
- 2.14 The Customer understands that the advice, guidance and support given in connection with the HR and You Ltd Advisory HR Support Services is specific to the subject matter raised during the call in question and is not intended to be applied to other situations.
- 2.15 If the Customer chooses to apply the advice received to other situations, the Customer agrees that such shall be solely at its own risk and to the extent that it does so, the Supplier, its sub-contractors and/or its representatives shall not incur any liability whatsoever in respect of the same.
- 2.16 The Customer understands that the Supplier, its sub-contractors and/or its representatives accept no liability whatsoever howsoever arising where inaccurate, incomplete, or unclear information is provided to the call handler in respect of the HR and You Ltd Advisory HR Support Services.
- 2.17 The Supplier reserves the right to decline to advise on complex matters where it is not feasible to advise by means of the HR and You Ltd Advisory HR Support Services.
- 2.18 The HR and You Ltd Advisory HR Support Services are not intended to cover written advice whether as a follow up to a call, email, or otherwise.
- 2.19 In such circumstances, the Supplier shall endeavour to provide an appropriate form of consultancy (which may be subject to additional fees) to assist the Customer; but the Supplier shall not be obliged to do so.
- 2.20 The HR and You Ltd Advisory HR Support Services may only be used by the Customer to obtain guidance, assistance, recommendations, or other advice relating to their own organisation, the HR and You Ltd Advisory HR Support Services are not to be made available by the Customer to organisations or consultants acting as advisers to third parties.
- 2.21 The Customer agrees not to commercially exploit or resell the HR and You Ltd Advisory HR Support Services nor make unreasonable or excessive use of the same, nor act in an abusive, derogatory or intimidating manner towards the Supplier's HR Consultants/Advisors, Legal Advisors and/or other representatives.
- 2.22 The Supplier reserves the right to refuse to provide HR and You Ltd Advisory HR Support Services to any Customer who, in the reasonable opinion of the Supplier, is abusive, aggressive, or offensive.
- 2.23 In all and any such circumstances the Customer will not be entitled to a refund whatsoever.

#### Fair use of services

- 2.24 The Customer understands that the Supplier's resources are not unlimited and solely to them alone, that the supplier has a fair use policy and further agrees that where in the reasonable opinion of the Supplier, the Customer's usage of the HR and You Ltd Advisory HR Support Services, or any other use is excessive, based upon call/email volumes, duration, or type, and requests for documentation/correspondence which are deemed excessive.
- 2.25 The Supplier will notify the Customer of any such excessive use, and, where the Customer's usage continues to be excessive, then the Supplier reserves its right to limit access to the HR and You Ltd Advisory HR Support Services or any other use to prioritise the HR and You Ltd Advisory HR Support Services or any other use to other clients of the Supplier and where applicable increase the Customer's Contract fees for continued access to the HR and You Ltd Advisory HR Support Services or any other use at any time during the Contract.
- 2.20 The customer's account is for the sole purpose of their own, any advice, guidance and support provided using the Retained HR and You Ltd Advisory HR Support Services is intended for own and fair use, the provision of advice, guidance and support for any individual outside of the organisation the Customer represents is subject to payment terms; it is the responsibility of the Customer to inform the Supplier in this instance, a failure to do so will result in the Customer being invoiced for the Pay&Go Services.
- 2.21 The HR and You Ltd response times to HR matters apply:
- 2.22 Normal working day apply Monday to Friday only (Bank/Public holidays in UK are excluded)
  - a. between the hours of 09:00am and 17:00pm any HR Matter requiring a **non-urgent** response will be responded to within 6 hours
  - b. between the hours of 09:00am and 17:00pm any HR Matter requiring an **urgent** response will be responded to within 4 hours – any urgent enquiries **must** be marked as such in the subject box of any email, or when making contact by telephone, SMS messages are not a form of communication
  - c. between the hours of 17:00pm and 09:00am any HR Matter requiring a **non-urgent** response will be responded to within 12 hours

- d. between the hours of 17:00pm and 09:00am any HR Matter requiring an **urgent** response will be responded to within 8 hours – any urgent enquiries **must** be marked as such in the subject box of any email, or when making contact by telephone, SMS messages are not a form of communication
- 2.23 Outside of normal working hours, you can contact us as usual, our response times are detailed below:
- a. between the hours of 09:00am and 17:00pm any HR Matter requiring a **non-urgent** response will be responded to within 8 hours
  - b. between the hours of 09:00am and 17:00pm any HR Matter requiring an **urgent** response will be responded to within 6 hours – any urgent enquiries **must** be marked as such in the subject box of any email, or when making contact by telephone, SMS messages are not a form of communication
  - c. between the hours of 17:00pm and 09:00am any HR Matter requiring a **non-urgent** response will be responded to within 12 hours
  - d. between the hours of 17:00pm and 09:00am any HR Matter requiring an **urgent** response will be responded to within 8 hours – any urgent enquiries **must** be marked as such in the subject box of any email, or when making contact by telephone, SMS messages are not a form of communication
- 2.26 Our response times apply for document requests or correspondence of an urgent nature; with the exception of non-urgent requests which will not be responded to on a non-working day or outside of normal working hours.
- 2.27 Please note for any non-normal working days we refer to weekends, any hours between 17:00pm to 09:00am and Bank/Public holidays.
- 2.28 SMS messages are not a form of communication, our team only respond to electronic communication, and telephone conversations.
- 2.29 Policy/procedure documents will be created both new and updated versions within a 4 week period. – this includes any amendments to correspondence such as branding, address changes, new assignees etc.
- 2.30 Correspondence will be created both new and updated versions within a 4 week period. – this includes any amendments to correspondence such as branding, address changes, new assignees etc.
- 2.31 Creation of Employee Handbooks will be created both new and updated versions within an 8 week period.

-----End of Contract Terms-----