

# HR Services – Terms and Conditions of Business

These Terms and Conditions of Business are between Nomad HR and Recruitment Limited (the “Company”) and the person, partnership, Company or other organisation who instruct or otherwise engage the Company to provide services under the terms of this Agreement (the “Client”) and in respect of the provision of the Services and Additional Services.

## 1. Definitions

“Additional Services” means such other services or work which the Company is required to complete and which is in addition to and/or instead and/or beyond the Scope of the Services which have been agreed in writing.

“Confidential Information” means information (whether or not recorded in documentary form, or stored on any electronic, magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any of their business contacts, including in particular (by way of illustration only and without limitation) any designs, images, technical details or components of products, details of pricing or discount structures, details of contact names and details for clients, customers and/or suppliers, any Intellectual Property of the Company.

“Contract” means any contract for the provision of Services or Additional Services between the Company and the Client and which shall be governed by the Terms and Conditions herein.

“Intellectual Property” means any copyright, rights in designs, database rights, domain names, trademarks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988, or any other intellectual property rights as may be in force from time to time in respect of items including but not limited to any goods, inventions, designs, databases, images, processes or otherwise belonging to the Company.

“Parties” means the Company and the Client.

“Party” means the Company or the Client as necessary.

“Services” means the HR services which the Company is contracted to complete, and which are set out in writing between the parties and which may include, but are not limited to assistance with Disciplinary, Grievance, Capability or other procedures for or in managing the client’s workforce, HR process audits, preparing policies, processes, procedures or other documentation relating to the employment of individuals within the Client’s business, employee reward and recognition schemes, health audits, and/or any other work that the Company may undertake from time to time.

## 2. Acceptance

**2.1** These terms shall apply to and form the basis for any and all contracts entered into with the Company for the supply of Services and Additional Services, and shall regulate any dealings between the Company and the Client. They are deemed to be accepted by the Client in full and without modification either:

- a. upon receipt of a copy duly signed by the Client of these terms and conditions or any document containing or referring to them, or;
- b. by virtue of any form of continued instruction to the Company (including but not limited to any instruction to carry out work, provide Services or Additional Services, or otherwise attend appointments).

**2.2** These terms shall prevail over any other terms of business, howsoever documented or communicated by the Client.

**2.3** The Company reserves the right to withdraw or otherwise amend any quotation prior to the Client’s acceptance in accordance with clause 2.1 above.

## 3. The Client’s Obligations.

The Client shall:

**3.1** unless otherwise agreed in writing provide the Company with exclusive instruction to provide the Services.

**3.2** Provide at its own cost any venue and suitable facilities that the Company may require to complete any Contract

**3.3** Obtain at its own cost any necessary licenses, permissions or consents which the Company may require to enable the Company to complete any Contract

**3.4** Provide the Company in a timely manner with full instructions, together with responses to any questions that it may raise, and access to any documentation that it may reasonably require and otherwise use its best endeavours to cooperate fully with the Company in order to enable it to complete the Contract

**3.5** pay any fee to the Company in accordance with clause 5 hereto.

#### **4. The Company's Obligations**

**4.1** The Company shall provide the Services or Additional Services and complete the work under the Contract in a professional and timely manner, utilising its skills and experience as a HR Consultancy.

#### **5. Fees**

**5.1** In consideration for the Company providing the Services the Client agrees to pay to the Company a fee which is agreed in writing in the Contract to which these Terms and Conditions are attached. In the event that the Company becomes required to carry out Additional Services, the Company shall, unless otherwise agreed in writing, will charge a fee of £350 per day or part thereof spent providing the said Additional Services.

**5.2** In addition to the fees, the Client shall also be liable to pay to the Company:

**a)** Any disbursements incurred by the Company in accordance with the Client's instructions.

**b)** Any expenses, which shall if applicable be agreed in advance, including but not limited to travel and accommodation, incurred by the Company under any Contract.

**5.3** Any fees and expenses shall be invoiced either upon a monthly basis, or upon completion of any of the Services or Additional Services. The Company reserves the right to raise interim invoices in respect of any Services or Additional Services provided. Any delay in raising any invoice will not amount to a waiver of the Company's rights hereunder.

**5.4** All fees shall be payable in cleared funds within 7 days from the date of the invoice.

**5.5** Any fees shall be subject to Value Added Tax ("VAT") and any other applicable taxes which may be in force from time to time. The Company is not VAT registered and therefore no VAT is payable. In the event that the Company in the future becomes VAT registered then it shall notify the Client in writing and thereafter VAT will be payable in addition to the fee under this clause 5.

**5.6** In the event of late payment of any invoice the Company shall:

**a)** charge interest, accruing on a daily basis, on all outstanding fees at a rate of 5% above the Bank of England base rate per annum.

**b)** make a collection charge of the greater of £50 or any other rate as from time to time allowed by statute in relation to the late payment of a commercial debt.

**c)** Be entitled to withhold provision of any further services under any contract with the Client pending receipt of payment in full of those fees, together with any interest, charges any other sums which may be payable to the Company.

#### **6. Termination**

**6.1** Either party may terminate the Contract between the Parties by providing to the other no less than 30 days notice, provided at anytime, in writing.

**6.2** However, in the event that the Client terminates any instructions or Contract before the completion of the Services or Additional Services then the Client will be liable to pay to the Company:

**a)** A sum equal to the value of any expenses or disbursements have been incurred by the Company, whether or not agreed in advance;

**b)** The sum of £350 per day or part day in which any preparatory work has been completed.

**6.3** In the event that the Client terminates this Agreement or otherwise cancels any appointment of scheduled activity within 10 working days of any appointment or scheduled activity then the Client will remain liable for cost of the appointment or scheduled activity in full in order to cover the costs already incurred by the Company, together with the reallocation and cancellation time. In the event that the Client reschedules the appointment or scheduled activity on a single occasion the Company shall reduce those costs by 50 per cent.

## 7 Restrictions

**7.1** In consideration for the Company providing the Services or Additional Services it is an express condition that the Client shall not:

**a)** During the period of any Contract between the Parties and for a period of 12 months immediately following the provision of any Services or Additional Services, the Client will not, save with the prior express written consent of the Company, either its own account or on behalf of any other person or firm or company or other organisation directly or indirectly solicit or induce or canvass or influence or employ, contract with or other interfere with or endeavour to entice away from the Company any person who is or has been an Employee or Consultant or Freelance Worker of the Company with whom the Client has had contact in the provision of any Services or Additional Services during the preceding 12 months.

**b)** At any time in the future sell, use (save in the course of its normal business), disclose or otherwise pass off as its own any document, structure, system, Intellectual Property, Confidential Information, or other information which belongs to the Company and which has come into the Client's possession as a result of any Contract. Nothing shall prevent it from using or otherwise discussing or disclosing such information as may come into the public domain through other means other than in breach of these terms and conditions.

**7.2** The parties agree that each of the restrictions set out in clause 7 is separate and severable. The restrictions are considered by the parties to be reasonable in all the circumstances and go no further than to protect the legitimate business interest of the Company. However, if any of the restrictions shall be adjudged to be invalid and/or ineffective, if part of the wording were deleted, if it did not apply to a particular person or firm or company or companies or other organisation, or if the period therefore is reduced or the area thereof reduced in scope, they shall apply with such modifications as may be necessary to make them valid and effective.

**7.3** The Parties agree that damages for breach of this clause 7 may not adequately protect or compensate the Company for the damage sustained. In such circumstances the Company reserves the right to apply for injunctive relief and the Client accepts that such remedy may be appropriate in the circumstances.

## 8 Confidentiality

**8.1** The Client agrees that:

**a)** it shall treat as confidential all Confidential Information, trade secrets, and design processes, know-how, or data of any kind whatsoever coming into existence and/or acquired by or used by the Company or any employee or customer, client or agent of the Company during the duration of the Contract and/or at any other time relating to the design and/or development of services supplied by the Company and shall not use or disclose the same except with the express prior written permission of the Company.

**b)** any Intellectual Property created by the Company during the course of and under the Contract, or otherwise belonging to the Company shall remain the property of the Company absolutely. Where it is not possible for the said Intellectual Property to vest in the Company the Client agrees to hold any Intellectual Property on trust for the Company.

**c)** the Confidential Information shall be used by the Client only for the contemplated purpose under the Contract and not for any other purpose whatsoever.

**d)** it shall not disclose or otherwise allow the Confidential Information to be provided to any other person, or third party firm, company or other organisation under any circumstances, save as allowed under this Agreement.

**e)** Nothing shall give rise to any proprietary rights in the Confidential Information and the Client shall have no or rights to otherwise hold, retain or use the Company's Confidential Information or Intellectual Property, save as set out herein.

**f)** It will take any steps as may be reasonable and necessary to protect the Company's Confidential Information and Intellectual Property as requested from time to time.

**g)** In the event of any breach, shall take such steps as necessary to seek to recover the Confidential Information, and shall seek to join with the Company in making any application or enforcement procedure as may be required to protect the Company's confidential information.

**h)** Not to make any copies of any of the Confidential Information, in any format except when required to do so hereunder, or otherwise instructed in writing to do so by the Managing Director of the Company. The Client shall keep any copies secure and comply with these terms and conditions.

**8.2** The Terms of any Contract shall remain confidential as between the Company and the Client and shall not be disclosed to any third party.

## **9 Liability**

**9.1** The Company shall not be liable under any circumstances, save for death and personal injury or as otherwise restricted by law, for any loss, damage, expense, delay or loss of profit or liability suffered or incurred by the Client or any of its officers, employees, contractor or other representatives, arising from or in any way connected to the Company in providing the Services or the Additional Services.

**9.2** The Client shall ensure that any work carried out by the Company is duly covered under any insurance policies that it may have in place.

**9.3** The Client shall indemnify the Company against any and all claims, demands, actions, proceedings, and liabilities of any third party against the Company which arise out of or in connection with the provision of the Services or Additional Services.

**9.4** The Company has not entered into a Contract of the supply goods. In the circumstances the Company will have no liability, howsoever arising, to the Client in respect of any goods which are procured upon its behalf and upon its request.

**9.5** Without prejudice to the generality of the preceding clauses in this clause 7, the Company expressly excludes any liability for any loss or damage arising outside of its control including (but not limited to) arising out of any act of God, fire, act of Government or State, war, civil unrest, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, or labour disputes of whatever nature.

## **10 Status**

**10.1** The Parties agree that the Company is not providing services as an Employment Agency and therefore the Agency Worker Regulations 2010 do not apply to this Agreement.

**10.2** The Client warrants that they are not a Consumer as may be defined in statute from time to time.

**10.3** The Client's agrees and warrants that their representative has the relevant authority to enter into any Contract and otherwise bind the Client.

## **11 Severability**

Each of the clauses and sub-clauses in this Agreement are intended to be separate and severable. If

any of the clauses or sub-clauses shall be held to be void, invalid or otherwise unlawful by a Court or body with appropriate jurisdiction:

**a)** but would be valid if part of their wording were deleted, such shall apply with such deletion as may be necessary to make it valid or effective.

**b)** If the wording cannot be deleted so as to make the clause or sub-clause valid or effective then it shall be severed and shall not affect the operation of the remainder of the clauses and/or sub-clauses in this Agreement which shall continue in operate in the normal manner.

## **12 Rights of Third Parties**

**12.1** Only the Company (including its shareholders, officers and employees) and the Client may enforce the terms of this agreement and any Contract. The Contracts (Rights of Third Parties) Act is therefore excluded.

## **13 Waiver**

**13.1** A Party's failure to exercise or delay in exercising any right, power or privilege under these Terms and Conditions shall not operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

## **14 Variation**

**14.1** The Terms of this agreement may only be varied if they are agreed in writing by the Parties and signed by the Managing Director of the Company.

## **15 Entire Agreement**

**15.1** These terms provide the entire agreement of as between the parties and supersede and replace all previous negotiations. Accordingly neither party shall rely upon any prior representation, statement, or agreement when providing or accepting any instructions under these terms and conditions.

## **16. Law and Jurisdiction**

**16.1** These Terms and Conditions shall be governed and construed in accordance with English Law, and the parties submit to the exclusive jurisdiction of the English Courts.