

Schedule - HR Advisory: Providing HR and Employment Law guidance

1 Term

- 1.1 These Terms of Business shall commence on acceptance for an initial period of 12 months (**Initial Term**) whereupon it shall continue in accordance with the provisions of clause 1.3.
- 1.2 On the expiry of the Initial Term, this Agreement shall automatically continue for further consecutive periods of three months (each, a **Further Term**), unless either party has given the other party notice in accordance with clause 1.3.
- 1.3 These Terms of Business shall terminate at the end of the Initial Term or at the end of the Further Term if either party has given the other party three months' written notice to terminate the Terms of Business, such notice to expire either upon the end of the Initial Term or the end of the then Further Term (as the case may be).

2 Scope

- 2.1 The services shall include telephone, zoom call and email support in relation to a variety of human resources issues you are facing within your business.

3 Charges

- 3.1 In consideration of the performance of the services by us, we shall be entitled to invoice you for the charges for each of the services in accordance with the Charges Schedule monthly.
- 3.2 You shall pay all undisputed invoices immediately following such invoice being received.
- 3.3 All charges are fixed for the Initial Term. Thereafter, we may increase the charges upon providing written notice to you. Subject to our fair use policy, we reserve the right to increase pricing to reflect inflation or additional costs.
- 3.4 If you receive an invoice from us which you reasonably believe includes a sum which is not valid and properly due you shall notify us in writing as soon as reasonably practicable and in any event, no later than five working days.

- 3.5 We shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to you pursuant to these Terms of Business. Such records as relate to each invoice sent to you for the charges shall be provided to you with the relevant invoice and, in accordance with generally accepted accounting principles applied on a consistent basis, shall be retained for inspection by you for a minimum period of six years (unless a longer period is required by law or regulation in which case such longer period will be deemed to apply) following the end of the Term.
- 3.6 Interest shall be payable under these Terms of Business at a rate of 5% per annum above the base rate of Barclays Bank PLC in the event of late payment. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.
- 3.7 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under these Terms of Business.
- 3.8 If these Terms of Business are terminated pursuant to paragraph 2 of Schedule 1, the remaining charges shall become payable immediately for the remainder of the Initial Term or the Extended Term (as applicable).
- 3.9 The director signing these Terms of Business shall, by accepting these Terms of Business on behalf of the client, be personally responsible for payment of any fees or other amounts due to us by the client, or where relevant, any group company.

4 Fair use policy

- 4.1** We shall provide you with an ongoing service per calendar month, for the employees you have registered with us.
- 4.2 We reserve the right to review the amount of hours we continuously provide to you, our hourly rate and your monthly fee. We reserve the right to increase your monthly fee in line with our fair use policy to accurately reflect the level of support you require on an ongoing basis.
- 4.3 You must not allow anyone else to use our services or purport to use our services for your benefit and pass on advice to a third party.

5 Value added tax



All prices are subject to value added tax (if any) or any other locally applicable equivalent sales taxes (VAT), which is payable by you at the rate and in the manner from time to time prescribed by law.

6 Liability

- 6.1 Our maximum liability (howsoever arising, including in negligence) for each claim or series of connected claims arising under or in connection with these Terms of Business shall be 200% of the charges paid or due and payable (ie for services performed) in the last full year of these Terms of Business prior to the cause of action giving rise to the damages.

CHARGES SCHEDULE FOR HR ADVISORY

- 1.1 You will be charged a flat monthly direct debit as agreed.
- 1.2 Any work falling outside the scope, as set out in paragraph 2 of the above Schedule, will be charged at an hourly charge out rate of £90 plus VAT.