

Pure Human Resources Limited

Terms and Conditions of Business



Pure Human Resources, Registered in England & Wales No 8189859 | VAT No. 142 6645 15 |
Registered address: Tagus House, 9 Ocean Way, Southampton, SO14 3TJ

YOUR ATTENTION IN PARTICULAR IS DRAWN TO CLAUSE 10: LIABILITY

1. Interpretation

The definitions and interpretation provisions in Schedule 1 below apply to these terms and conditions.

2. The Engagement

2.1 We shall provide you with the Services and Additional Services (if applicable) in accordance with these terms and conditions (the “Contract”) and they are deemed to be accepted by you and apply by virtue of: (a) us commencing an Engagement or any Services for you; or (b) your completing the ‘pay now and complete your booking’, confirmation button; or (c) any other written expressed acceptance of the Contract.

2.2 These terms and conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 The Engagement shall begin on the Commencement Date (the date on which the booking is made) and shall continue unless and until terminated:

2.3.1 upon the Services being provided in full;

2.3.2 at the end of any fixed-term period or notice period specified on the Bookeo platform (unless we agree with you to extend the period of Engagement); or

2.3.3 as provided in these terms and conditions.

2.4 If the term of the Engagement is referenced by a number of days then a day shall not, unless otherwise agreed, exceed seven hours between the hours of 9.00am to 5.00pm, Monday to Friday except for bank and public holidays. We may agree specific days with you where this is relevant to the Engagement.

2.5 You may request changes to the scope or nature of the Services at any time and likewise we may suggest changes. Changes to the Services shall only be valid and become binding on us if we both agree them in writing or by email or if such changes are required by law or safety policy.

2.6 We shall use reasonable endeavours to meet any performance dates or milestones agreed with you but any such dates shall be estimates only and time for performance by us shall not be of the essence of the Engagement.

2.7 In the event that we are unable to provide Services at any time or on any date agreed with you, for whatever reason, we will inform you of that fact as soon as reasonably possible. In such circumstances we shall each use our reasonable commercial endeavours to agree a suitable alternative time and date. In the event that we are unable to agree an alternative time and date we shall refund you that part of our fee which relates to any Services that are not provided by us. If we repay you such part of our fee in this way we shall have no further liability for not providing that particular part of the Services to which the refund relates.

3. Our Obligations to One Another

3.1 During the Engagement we shall:

3.1.1 provide the Services with reasonable skill and care;

3.1.2 provide suitably qualified and experienced Personnel to carry out the Services;
and

3.1.3 keep and maintain appropriate records and documents regarding the Services provided. We shall provide you with reasonable access to them during the Engagement upon request.

3.2 Throughout the Engagement we require you to:

3.2.1 co-operate with us in all matters relating to the Services and respond to us in a timely manner;

3.2.2 provide us and our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as reasonably required by us;

3.2.3 provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects; and

3.2.4 comply with all applicable laws, including health and safety laws.

3.3 If the Personnel are unable to provide the Services due to illness, injury or other good reason, we shall advise you of that fact as soon as reasonably possible. Subject to clause 3.4 below, our fees calculated on a time basis shall not be chargeable where the Services are not provided by the Personnel.

3.4 We may appoint a suitably qualified and skilled substitute to perform the Services instead of any Personnel used previously to provide Services and we shall ensure that the substitute shall enter into any direct undertakings reasonably requested by you, including with

regard to confidentiality. Once a substitute has been appointed, we shall continue to charge for Services provided.

3.5 We will provide the Services at your premises, our premises or such other place as we may agree with you.

3.6 We shall, and shall procure that the Personnel shall, comply with all reasonable standards of safety and comply with your health and safety procedures that you bring to our attention in respect of any premises where the Services are provided (if they are not our own) and report to you any unsafe working conditions or practices.

4. Fees

4.1 You shall pay our fees as described. At the very latest we shall submit to you an invoice for the Services given that month, including details of the Services provided and the amount of our fees payable together with any expenses incurred. In most cases, payment is required at time of booking and attendance will not be allowed without prior payment. We do reserve the right to issue invoices for Services (or any part of them) provided at any time however.

4.2 We reserve the right to increase the fees on an annual basis with effect from each anniversary of the Commencement Date by a reasonable percentage based on our costs and expenses, but at least in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

4.3 All fees quoted by us are exclusive of VAT which we will add to our invoices at the appropriate rate.

4.4 Any fees, fixed price or daily rate specified on our booking system excludes the cost of hotel, subsistence, travelling, materials and any other ancillary expenses reasonably incurred by us or the Personnel, as further set out in clause 5 below. Such expenses shall be invoiced by us at cost.

4.5 You shall pay each invoice (whether for our fees for the Services or Additional Services or expenses or other charges) submitted by us, within 28 days of the invoice date, and by the course date, unless otherwise agreed in writing by one of our Directors. Time for payment shall be of the essence of the Contract.

4.6 You must make all payments due to us without any deduction whether by way of set-off, counterclaim, discount, abatement, bank charge or otherwise unless you have a valid court order requiring us to pay an amount equal to such deduction to you or with our agreement. You may apply a credit note issued by us towards payment of our invoice.

4.7 Without prejudice to any other right or remedy that we may have, if you fail to pay us on the due date, we may:

4.7.1 charge interest on such sum from the due date for payment at the annual rate of 5% above the base rate from time to time of the Bank of England, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment or alternatively, in our absolute discretion, claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and you shall pay the interest immediately on demand; and

4.7.2 suspend all Services until payment has been made in full.

4.8 All sums payable to us under these terms and conditions shall become due immediately on termination of the Engagement, despite any other provision. This clause 4.8 is without prejudice to any right to claim for interest under the law, or any such right under these terms and conditions.

4.9 We may accept payment by credit card for which an additional fee may be applicable to cover third party charges.

5. Expenses

5.1 You shall reimburse us in full for all reasonable expenses properly incurred by us or the Personnel in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment if requested. Those expenses may be in relation to Additional Services and/or our general expenses in providing the Services to you, including but not limited to, travelling expenses, accommodation costs, subsistence and associated expenses.

5.2 Unless we agree with you before the Engagement commences, we shall charge mileage for car journeys undertaken by the Personnel. Mileage rates shall be 45 pence per mile or such other rate as agreed between us from time to time. The mileage rate shall reduce or increase in line with the rate of the Approved Mileage Allowance Payments as specified by Her Majesties Revenue and Customs (or any replacement scheme) from time to time.

5.3 All our other travel, subsistence and accommodation costs will be reimbursed by you in full and we shall endeavour to agree any unusual or particularly expensive items with you before we incur them.

6. Cancellation

6.1 Subject to any minimum period set out on our booking system, you may cancel Services by giving us prior written notice before the Commencement Date. We reserve the right to charge a percentage of our fee for any cancelled Services up to the following percentages, or such other amounts which are considered reasonable by us taking account of preparatory work, the loss of opportunity to work with someone else, administration time and costs and other costs and expenses incurred by us:

- (i) within fourteen days of the Commencement Date: 100%
- (ii) between 14 and 30 days of the Commencement Date: 50%

(iii) more than 30 days before the Commencement Date: 5%

7. Confidential Information and Your Property

7.1 Each party undertakes that it shall not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any Confidential Information, except as permitted by clause 7.2.

7.2 Each party may disclose the other party's Confidential Information:

7.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 7.2;

7.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and

7.2.3 if it is already in the public domain, other than through that party's fault.

7.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

7.4 If you request us to do so, we will promptly return to you all and any of your property in our possession or the possession of the Personnel.

8. Data protection

8.1 Both of us will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, you are the controller and we are the processor.

8.3 Without prejudice to the generality of clause 8.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of the Contract. The obligation is on you to update your policies and ensure that you have the appropriate processes in place to allow data about employees and workers (sometimes that being "special category" data) to be passed on to us, and potentially other third parties we work with in the provision of the Services.

8.4 Without prejudice to the generality of clause 8.1, the parties will:

8.4.1 take appropriate technical and organisational measures to adequately protect all personal data against unauthorised or unlawful processing or accidental loss, destruction or damage, alteration or disclosure, having regard to the state of

technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it); and

8.4.2 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

8.4.3 not transfer any personal data outside of the European Economic Area unless the prior written consent of the data subject has been obtained and the following conditions are fulfilled:

a) the relevant party has provided appropriate safeguards in relation to the transfer;

b) the data subject has enforceable rights and effective legal remedies; and

c) the relevant party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred and complies with reasonable instructions notified to it in advance by the other party with respect to the processing of the personal data.

8.5 You will -

8.5.1 comply with our instructions as regards the transfer/sharing of data between us. If you require personal data not already in your control to be provided by us, you will set out the legal basis for the request of such data and accept that we may refuse to share/transfer such personal data where, in our reasonable opinion it does not comply with its obligations in accordance with Data Protection Legislation;

8.5.2 not cause us to breach any of our obligations under the Data Protection Legislation; and

8.5.3 assist us, at your cost, in responding to any request from a data subject and in ensuring compliance with our obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

8.6 In the event you become aware of an actual or any reasonably suspected personal data breach, you will immediately notify us and will provide us with a description of the personal data breach, the categories of data that was the subject of the personal data breach and the identity of each data subject affected and any other information we reasonably request relating to the personal data breach.

8.7 In the event of a personal data breach, you will promptly (at your own expense) provide such information, assistance and cooperation and do such things as we may request to:

8.7.1 investigate and defend any claim or regulatory investigation;

8.7.2 mitigate, remedy and/or rectify such breach;

8.7.3 prevent future breaches; and

8.7.4 provide us with details in writing of all such steps taken.

8.8 You will not release or publish any filing, communication, notice, press release or report concerning any personal data breach without our prior written approval.

8.9 You will provide evidence of compliance with clause 8 upon our request.

8.10 You will indemnify and keep indemnified us against any costs, claims or liabilities incurred directly or indirectly by us arising out of or in connection with any failure to comply with clause 8.

8.11 You consent to us appointing third party processors of personal data where we have agreed those third parties will provide a service to you, such as (but not limited to) providers involved in the Additional Services. We confirm that we have entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 8 and which we undertake reflect and will continue to reflect the requirements of the Data Protection Legislation.

8.12 We will process personal data on the basis of contractual requirements and legitimate interests in line with the Data Protection Legislation, including the holding and processing of data relating to them for legal, administrative and management purposes and in particular to the processing of any "special category data" (as defined in the Data Protection Legislation) relating to them.

8.13 You acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us.

8.14 How we collect, store, use, process and destroy data is detailed in our Privacy Policy which can be found at www.purehumanresources.co.uk or requested via info@purehumanresources.co.uk

9. Intellectual Property

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you) shall be owned by us, and specifically and for the avoidance of doubt, we retain all rights to documents in our "Document Library" that you may have access to and any materials, policies, templates or training materials we provide you with or give you access to, so you should not share them with any third party.

9.2 We grant you, or shall procure the direct grant to you, of a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to the Deliverables (excluding materials provided by you) for the purpose of receiving and using the Services and the Deliverables in your business.

9.3 You shall not sub-license, assign or otherwise transfer the rights granted in clause 9.2.

9.4 You grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

9.5 We may grant you such licence or right to use third party Intellectual Property Rights as we shall be entitled for the purpose of providing you with the Services.

10. Insurance and Liability – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION

10.1 Nothing in these terms and conditions shall limit or exclude our liability for:

10.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.2 Subject to clause 10.1 we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for: any loss of profit, sales or business, revenue, goodwill, anticipated savings; loss of agreements or contracts; loss of use or corruption of software, data or information; or any indirect or consequential loss arising under or in connection with the Contract; or for claims by third parties arising out of our performance or failure to perform any of our obligations in these terms and conditions.

10.3 We carry professional indemnity insurance and public liability insurance in respect of our own legal liability for individual claims in each case not exceeding £5 million per claim. Accordingly, our maximum liability to you in respect of all losses not excluded under clause 10.2 and arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £5 million per claim unless special arrangements have been made in writing before the Commencement Date. Accordingly, you are responsible for making your own arrangements for the insurance of any excess loss. We have agreed to provide the Services on this basis.

10.4 Except as set out in these terms and conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.5 You will indemnify and keep us indemnified against any costs (including legal costs), claims or liabilities incurred directly or indirectly by us arising out of or in connection with the Contract including (without limitation) as a result of :

10.5.1 any breach by you of the Contract or by your employees or agents; or

10.5.2 any breach by you, or by any third party, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory

provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation and Data Protection Legislation).

11. Termination

11.1 Without affecting any other right or remedy available to it, and subject to any minimum contract period set out on our booking system, either party may terminate the Contract by giving the other party three months' written notice.

11.2 Either of us shall be entitled to terminate the Engagement (and therefore our Contract with one another in respect of the Engagement) with immediate effect by written notice to the other if:

11.2.1 the other party commits any material breach of any of these terms and conditions and, in the case of a breach capable of remedy, fails to remedy it within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

11.2.2 an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or if an administrator is appointed or if documents are filed with the Court for the appointment of an administrator or if notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or if a receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt;

11.2.3 the other party shall cease or threaten to cease to carry on its business or be unable to pay its debts or become insolvent (within the meaning of Insolvency Act 1986), or make or propose to make an arrangement or composition with its creditors;

11.2.4 the other person commits or is accused by any official of committing any criminal offence, fraud or dishonesty or acts in any manner which in the opinion of the innocent person brings or is likely to bring the Personnel, we or you into disrepute;

11.2.5 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.3 For the purposes of clause 11.2.1, a material breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

11.4 Without affecting any other right or remedy available to it, we may terminate the Contract with immediate effect by giving written notice to you if:

11.4.1 you fail to pay any amount due under the Contract on the due date for payment, or we have reasonable grounds to believe you will not pay our invoice within the payment terms agreed in clause 4; or

11.4.2 you have a change of control.

11.5 Without affecting any other right or remedy available to us, we may suspend the supply of Services under the Contract or any other contract between us if you fail to pay any amount due under the Contract on the due date for payment, (or we have reasonable grounds to believe you will not pay our invoice within the payment terms agreed in clause 4), you become subject to any of the events listed in clause 11.2, (or we reasonably believe that you are about to become subject to any of them).

11.6 Any waiver by either party of a breach of any of these terms and conditions shall not be considered as a waiver of any subsequent breach of the same or any other provision of these terms and conditions.

11.7 The rights to terminate the Engagement given by this clause 11 shall be without prejudice to any other right or remedy of either of us in respect of the breach concerned (if any) or any other breach.

11.8 Termination of the Contract shall not affect any rights or liabilities arising prior to termination. Without prejudice to any rights accrued prior to termination, any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract (and in particular clause 10) shall remain in full force and effect.

11.9 Upon the termination of the Engagement for any reason:

11.9.1 we will, and will procure that the Personnel will, return to you all documentation, information and other property of yours in our or their possession or control and will not retain or permit any other person, firm, company or other entity to retain any copies or extracts of them;

11.9.2 you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt by you.

12. Status

Our relationship with you will be that of an independent contractor and nothing in this Contract shall render us (nor the Personnel) your employee, worker, agent or partner and we shall not hold ourselves out as such and shall procure that the Personnel shall not hold themselves out as such.

13. Assignment

Neither you nor us may, without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed) assign the contract between us or all or any

part of the rights or benefits under these terms and conditions save that we may freely assign the contract to any person acquiring our business.

14. Entire Agreement

These terms and conditions and the documents referred to herein constitute the entire agreement between us in relation to the Engagement and supersede all other agreements or arrangements, whether written or oral, express or implied, between us. No variations to our Contract shall be effective unless made in writing and signed by both of us or our authorised agents.

15. No Waiver

Neither of us shall be affected by any delay or failure in exercising or any partial exercising of our respective rights under these terms and conditions unless the party waiving has signed an express written waiver or release.

16. Invalidity & Severance

16.1 If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that will not affect or impair:

16.1.1 the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions; or

16.1.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions.

16.2 If a provision of these terms and conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17. Force majeure

17.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

18. Third party rights

18.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19. Governing law

These terms and conditions shall be governed by and construed in accordance with English law and we both irrevocably submit to the jurisdiction of the courts of England and Wales.

Schedule 1

Definitions and interpretation

1. The following words and expressions have the following meanings:

Additional Services

Services that we provide to you which are in addition to our core Services and which usually involve a third party supplier, including but not limited to, personality testing, 360 degree reviews, occupational health referrals and access to the “Breathe HR” database/system, all of which will be charged on to you as an expense and in addition our fees for the Services.

Confidential Information

Any information in any form concerning the business, accounts, finances, business plan, marketing, tenders, price sensitive information, employees and officers, current and planned products and services, intellectual property and trade secrets and any other plans and strategy of either party, and specifically any of our documents, materials, policies, templates or training materials which we have given to you or which you access as part of the Services.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures as defined in the Data Protection Legislation.

Data Protection Legislation:

The UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deliverables

Means any report, document or materials created by us for you, or created by a third party on behalf of either of us, in the provision of the Services.

Engagement

Our engagement by you to provide the Services on the terms of these terms and conditions.

Intellectual Property Rights

Means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to

claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Personnel

Such person or people as we in our absolute discretion shall from time to time select to perform the Services including any substitute appointed under these terms and conditions.

Services

The services described on the booking system as well as any Additional Services subsequently agreed to be provided.

UK Data Protection Legislation

all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

2.1 All references to a statutory provision in these terms and conditions include references to:

- (a) any statutory modification, consolidation or re-enactment of it, whether before or after the date of the Commencement Date, for the time being in force;
- (b) all statutory instruments or orders made pursuant to it; and
- (c) any statutory provision of which that statutory provision is a re-enactment or modification provided that any such modification, consolidation, subordinate legislation or re-enactment does not increase the liability of either party under these terms and conditions.

2.2 Words and expressions denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

2.3 Unless otherwise stated a reference to a clause is a reference to a clause in these terms and conditions.

2.4 The clause headings are for ease of reference only and do not affect the construction of these terms and conditions.