



Embrace HR Limited Terms and Conditions of Business

Embrace HR Limited ('Embrace HR', 'we' and 'us') helps businesses that do not have their own HR support or require additional HR support. We work in practical ways to advise business owners and managers on best practice in order to manage, engage with, and retain staff. We are Members of the Chartered Institute of Personnel and Development (CIPD) and ensure that we undertake suitable continuing professional development. We do not represent our Clients at employment tribunals and encourage them to take out appropriate Employee Liability Insurance with legal cover.

Unless otherwise agreed with our Clients in writing, these terms and conditions of business are the terms on which we do business with our Clients and the terms and conditions are incorporated into each of the individual contracts between us and our Clients.

In this document "Client" means an organisation or person for whom we work.

1) HOW WE WORK FOR CLIENTS AND THE FEES WE CHARGE

Before carrying out work for a Client, we will agree with the Client the basis on which we will work for them and how we will charge for the work we carry out. We will normally prepare a written estimate or proposal of fees for Clients. Work may be carried out for Clients (a) under a fixed period retainer, (b) under a rolling retainer, (c) on a fixed fee per project basis or (d) on an ad hoc (as and when required) basis at prevailing hourly rates. We review our rates annually and reserve the right to increase our fees from time to time, when we will provide reasonable notice. We charge for our work on a blended basis in a variety of ways, the main methods are as follows:

a) Retainer for HR support services / consultancy

The fee for this is a fixed amount, payable monthly in advance by standing order. Retainers are for a fixed period of 12 months (renewable) but they can, by agreement, be for a shorter or longer fixed period (renewable) or they can be for a rolling period terminable by notice. Retainers are payable monthly in advance. No time is rolled over to the following month.

b) Fixed fees

These fees apply to specific tasks or projects such as training/workshops or recruitment. The amount of the fixed fee will depend upon the nature of the project and what resources will be required to deliver it.

c) Hourly rates

Whenever it is agreed with the Client that we will carry out work on an hourly basis it will be charged at our prevailing hourly rate. A minimum fee of 1 hour is chargeable, increasing in 15-minute increments. Work outside of the retainer is charged at hourly rate.

2) USE OF HR SOFTWARE

Embrace HR uses software to manage Client staff records and documents and to facilitate the management of HR processes. The software used is GDPR compliant. We are licensed to use products provided by a number of software houses on a partner basis. We use this software with retainer Clients and in accordance with the software companies' terms and conditions as amended from time to time.

3) INVOICING

a) Retainer fees

The retainer is for a fixed period, payable by equal monthly instalments over the agreed period of the retainer (12 months). The monthly instalments are invoiced in advance and preference is for payment by standing order on or around the 1st day of each calendar month or as directed on the invoice. Where the retainer is for a rolling period terminable by notice, there is a monthly retainer fee which is invoiced monthly in advance and payable by standing order on or around the 1st day of each calendar month or as directed on the invoice.

b) Fixed fees

Where a fixed fee is payable for a specific task or project, Embrace HR will normally invoice once the task or project has been completed. However, the right to require payment of the whole or part of the fee in advance is reserved. Moreover, if the task or project is expected (or turns out) to be particularly intensive or if it lasts for longer than a month, Embrace HR reserves the right to interim invoice periodically.



c) Fees for hourly rate work

Where work is to be charged on this basis, Embrace HR will invoice periodically. Normally this will be monthly but it may be more or less frequently depending on the amount of work carried out. Where clients specifically request an hourly basis the fees will be invoiced normally by the middle of the month after the work is complete.

d) Payment in advance

Embrace HR reserves the right to require payment of fees in advance.

e) Abortive Work

Charges for abortive work may apply when:

- i. we are asked to undertake work on a task or project which is later changed by the Client so that some or all of the work already carried out by us has to be replaced or repeated. In such circumstances we reserve the right to charge the Client at our prevailing hourly rate for the whole or part of the time we spent carrying out abortive work prior to the change of instructions (such charge not to exceed any fixed fee that we may have agreed for the task or project as a whole);
- ii. we complete part of a task or project and then the task or project itself is suspended, postponed or cancelled by the Client. In such circumstances we reserve the right to charge the Client at our prevailing hourly rate for the whole or part of the time we spent carrying out work on the task or project up to the point of suspension, postponement or cancellation (such charge not to exceed any fixed fee that we may have agreed for the project as a whole).

In the event of cancellation by the Client of scheduled meetings with us or of pre-arranged on-site work to be carried out by us less than 24 hours before due time, we reserve the right to impose a cancellation charge, calculated at our prevailing hourly rate, on the whole or part of the time (including travelling time) we would have spent if the meeting/work had been carried out.

f) Bought-in Costs

Where, with the Client's prior knowledge and approval, services are sourced on behalf of the Client or bought in for a specific project from outside suppliers, all bought-in costs are recharged to the Client at the cost to us plus a discretionary handling charge of 15%. Bought-in costs and expenses may be invoiced to the Client separately from our own fees. Sometimes bought-in services are invoiced to us by our suppliers after our invoice has been sent to our Client in which case we will charge our Client by means of a subsequent invoice at a later date. When we buy services, materials or goods to use on a project we act as the Client's agent, and the Client agrees that any claim they may have arising out of defects in such services, materials or goods, shall be against the supplier and not against us. Again, we are entitled to call on the Client to pay the supplier direct if we so wish. We also reserve the right to sub-contract work as we think fit, without notice.

g) Value Added Tax

VAT is chargeable on all fees unless specifically advised.

4) PAYMENT OF INVOICES

Unless otherwise specified on the invoice, payment of all invoices will be due **14 days from the invoice date**. Any queries a Client may have following the receipt of an invoice should be raised within 14 days of the date of the invoice. If an invoice is not paid within 30 days of the date of the invoice, we may, without prejudice to any of our other rights, suspend service to the Client until the invoice is paid. Interest will be charged at 3% per annum over the National Westminster Bank plc base rate from time to time on overdue balances.

5) GENERAL TERMS

Availability of advice and assistance and response times

Embrace HR is available to provide HR advice and assistance to Clients on Monday-Friday from 9 a.m. to 5.30 p.m. except on bank and public holidays and over the Christmas/New Year period and at other times that we may advise from time to time. We will respond to telephone or email queries received from Clients during working time within 48 hours of receipt and we will try to resolve all such queries as soon as is reasonably practicable. Where a matter is pressing the client must advise Embrace HR who will deal with the matter as soon as possible.

Service Delivery Times

Unless we agree otherwise, there will be no fixed date for the completion of any task, project or other work by us. Any delay in decision making by the Client in relation to an agreed service or project, or any delay for any other reason beyond our control, will normally mean that any scheduled time for the completion by us of the service or project will be adjusted by a length of time commensurate to the consequences of the delay.

Health and Wellbeing / leave / closure of office

We promote health and wellbeing, and our own staff and associates are expected to take at least 20 working days' annual leave each calendar year in addition to the normal bank and public holidays. You will be advised as early as possible of such absences and of cover arrangements. We close our office over the Christmas/New Year period each year and we reserve the ability to do so at other times in the event of emergencies or other unforeseen events.

Disputes

We very much hope that disputes with Clients will not arise. The laws of England and Wales apply to all our agreements and any disputes arising out of them. The courts of England and Wales shall have sole jurisdiction to determine disputes. Wherever possible, however, the parties should agree to mediation or arbitration before resorting to court proceedings.

Termination

Where a fixed period retainer is in place between us and a Client (including a fixed period retainer which has been renewed), either we or the Client may at any time terminate the contract between us and the Client (and the retainer arising under that contract) by giving the other not less than three months' written notice of termination. If on the date notice is given the fixed period has less than three months to run, the fixed period shall be extended until the date on which the notice of termination expires.

Where a rolling retainer is in place, either we or the Client may at any time terminate the contract between us and the Client (and the retainer arising under that contract) by giving the other not less than three months' written notice of termination.

Where we have a contract with a Client under which we carry out work for the Client on an ad hoc (as and when required) basis, either we or the Client may at any time terminate the contract by giving to the other not less than two months' written notice of termination.

With any type of contract between us and a Client, either party may, by giving written notice to the other party, terminate the contract (and any retainer arising under it) with immediate effect if the other party has committed a serious breach of the contract that in the reasonable view of the party giving notice cannot be resolved within a reasonable timeframe. Termination of use of HR Software must be in accordance with the supplier's terms and conditions which normally requires one month's notice. In such circumstances we may charge a fee for downloading information from the software system.

Liability

In no case will any liability that we might incur to a Client, whether in contract, tort or otherwise, exceed the total income value of the relevant work charged to the Client (excluding VAT and any bought-in materials, goods or services), and in any case, we will not be liable for any consequential loss (e.g. loss of profits). The Client will not be entitled to set off any claim for damages against any claim by us for the work done and goods supplied.

Professional Liability

Embrace HR is covered by professional liability insurance up to £2m. A copy of the current Certificate of Insurance can be supplied on request.

Copyright

Unless we agree otherwise, copyright in any work produced by us for the Client remains with us or our suppliers, unless otherwise agreed, but the Client will be entitled to use our work for all the purposes contemplated. The Client, in producing any material/information of any kind to us, warrants that s/he/it is entitled to use that material, and agrees to indemnify us (as to damages and costs) in the event of a claim by anyone else arising out of our use of that material. This includes but is not limited to claims arising out of alleged infringements of copyrights, patents, trademarks or confidential information and/or passing-off or defamation. While we take care not to infringe copyright on other people's work, should such an infringement take place without our prior knowledge, the Client will bear the responsibility of any proceedings taken.

Confidentiality

We understand the sensitivity of the work we are contracted to perform and will use our integrity and responsibility to ensure we comply with the requirements of the General Data Protection Regulations. We are registered with the ICO.

Professional conduct

We are bound by the Code of Conduct applicable to HR professionals who are members of the Chartered Institute of Personnel and Development (CIPD). Should any Client have any cause to complain they should direct the complaint in the first instance to us. If the complaint is not resolved to the Client's satisfaction, it may be referred to the CIPD.

Publicity

Unless confidentiality would be breached by publication, we will have the right to announce our appointment by the Client. The Client will allow us all reasonable access to their logo for our files and promotional purposes. Such samples or imagery may be used by us or associates for promotion or portfolio purposes.

These terms and conditions of business are to be read in conjunction with any separate proposal or other document issued by us, or agreed by us, setting out the terms on which we shall do business with a Client. If there is any inconsistency between these terms and conditions of business and the separate proposal or other document, the relevant provisions of the proposal or other document shall prevail. We prefer to have written approval of these terms, but should we not receive this and the Client has requested us to undertake work, we will assume acceptance.

Apr 2022

Embrace HR Limited