

# Employment Law Solutions

## Terms and Conditions

*These Terms and Conditions apply to all services provided by Employment Law Solutions.  
The document is structured as follows:*

- Part 1 – General Terms (applies to all services)
- Part 2 – Service Specific Terms
- Part 3 – Definitions

*Where a term is used in Part 2 that is not defined in that Part, the definition in Part 3 applies.  
The General Terms in Part 1 apply to all services save where Part 2 expressly varies them  
for a specific service.*

## **Part 1 – General Terms**

*These General Terms apply to all services provided by Employment Law Solutions and should be read in conjunction with the Service Specific Terms in Part 2 applicable to the service You have purchased.*

### **1) Our Relationship**

1.1 These Terms, together with the Proposal and any Service Specific Terms, form the Agreement between You and Us. In the event of any conflict, the Service Specific Terms in Part 2 take precedence over these General Terms, and the Proposal takes precedence over both.

1.2 We will provide the Services to You with reasonable skill and care and will conduct Our business in a professional manner at all times.

1.3 We may make changes to these Terms from time to time. Where We do so We will notify You in writing, and You may terminate the Agreement before the changes take effect if You do not agree with them, by giving Us written notice within 30 days of receiving the notice of change.

### **2) Your Responsibilities**

2.1 You shall:

- (a) provide Us with all information, documents and instructions reasonably required for Us to provide the Services, and confirm that such information is accurate and complete to the best of Your knowledge;
- (b) comply with the Agreement and with any policies or procedures We notify You of from time to time;
- (c) not provide Us with any Confidential Information which might breach any legal or professional duty or obligation;
- (d) not use the Services in such a way as to undermine Our commercial reputation; and
- (e) comply with all applicable data protection laws in respect of personal data You provide to Us.

2.2 You acknowledge that Our advice and work product is based on the information You provide to Us. We are not liable for advice or documents that are incorrect or inappropriate as a result of information that has been withheld, is incomplete, or is inaccurate.

2.3 Documents and templates provided as part of the Services are provided for Your use in connection with the specific matter for which they were drafted. They are not intended for reuse on other matters without further advice from Us.

### **3) Nature of Our Advice**

3.1 Employment Law Solutions is an employment law, HR and health and safety consultancy. Advice provided under the Agreement is general employment law, HR and health and safety advice and does not constitute reserved legal activity or regulated legal advice within the meaning of the Legal Services Act 2007.

3.2 We maintain professional indemnity insurance appropriate to the nature and scale of Our business. Details of the current cover can be provided on request.

## **4) Timeframes and Service Levels**

4.1 Timeframes for delivery of specific pieces of work will be agreed between the parties following sign up, on a matter by matter basis. We do not currently operate fixed service level agreements.

4.2 Agreed timeframes are targets and not guarantees, and will be extended where delay is caused by factors outside Our reasonable control, including late provision of information or instructions by You.

4.3 Whilst We will use reasonable endeavours to meet agreed timeframes, We are not liable for any loss arising from a failure to meet a timeframe, save where such loss arises from Our negligence or wilful default.

## **5) Fees and Payment**

5.1 Fees for the Services are as set out in the Investment Section of the Proposal. All fees are exclusive of VAT, which is chargeable in addition at the prevailing rate.

5.2 Payment terms for each service are set out in Part 2. Time of payment shall be of the essence.

5.3 Without prejudice to any other right or remedy, if You fail to pay an invoice by its due date:

- (a) We may suspend provision of the Services until payment has been made in full;
- (b) We may charge an administration fee of £5 for each late payment;
- (c) We reserve the right to charge interest on the overdue amount at 4% per annum above Barclays Bank's base rate from time to time, accruing daily from the due date until payment in full, whether before or after judgment;
- (d) We may exercise Our rights under the Late Payment of Commercial Debts (Interest) Act 1998, including the right to recover the fixed sum compensation and reasonable costs of recovering the debt; and
- (e) the outstanding balance under the Agreement shall become immediately payable.

5.4 All amounts due under the Agreement shall be paid in full without any set off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6) Confidentiality**

6.1 Each party may receive Confidential Information from the other in the course of the Agreement. Each party shall hold the other's Confidential Information in confidence and, unless required by law or by a regulatory body, shall not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the performance of the Agreement.

6.2 Confidential Information does not include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the receiving party's lawful possession before disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(d) is independently developed by the receiving party and can be shown by written evidence to have been so developed; or

(e) is required to be disclosed by law, by any court of competent jurisdiction, or by any regulatory or administrative body.

6.3 We may disclose Your Confidential Information to those of Our employees and contractors who are involved in providing the Services, provided We remain responsible for their compliance with this Clause 6.

6.4 We may publish any anonymised query and related answer as know how, provided the anonymisation is sufficient that the query cannot reasonably be attributed to You or any identifiable individual. You may object to such publication by written notice to Us, in which case the query will not be published.

6.5 The obligations in this Clause 6 survive termination of the Agreement.

## **7) Data Protection**

7.1 Where We process personal data on Your behalf in the course of providing the Services, We act as a data processor and You act as the data controller. We will process such personal data in accordance with the UK GDPR and the Data Protection Act 2018 (together, the "Data Protection Legislation").

7.2 In respect of such personal data, We will:

(a) only process personal data in accordance with Your documented instructions (which are set out in the Agreement and may be supplemented by You in writing from time to time), unless required by law to do otherwise;

(b) ensure that persons authorised to process the personal data are subject to a duty of confidence;

(c) take appropriate technical and organisational measures to ensure a level of security appropriate to the risk;

(d) only engage sub processors with Your general authorisation, and ensure that any sub processor We engage is bound by written terms that impose the same obligations on the sub processor as are imposed on Us under this Clause 7;

(e) assist You, by appropriate technical and organisational measures, insofar as is reasonably possible, to fulfil Your obligations as a data controller to respond to requests from data subjects exercising their rights under the Data Protection Legislation;

(f) assist You in ensuring compliance with Your obligations relating to security, breach notification, data protection impact assessments and consultation with the Information Commissioner's Office;

(g) notify You without undue delay on becoming aware of a personal data breach;

(h) at Your written direction, delete or return all personal data to You at the end of the provision of the Services, save where We are required by law to retain it; and

(i) make available to You all information reasonably necessary to demonstrate compliance with this Clause 7, and allow for audits conducted by You or another auditor mandated by You on reasonable notice. Where an audit or information request requires more than one hour of Our time to respond to, We reserve the right to charge for the additional time at Our prevailing hourly rate.

7.3 You authorise Us to appoint as sub processors the parties notified to You from time to time. A current list is available on request.

7.4 You shall indemnify Us against all losses, damages, costs or expenses (including legal fees) incurred by, awarded against or agreed to be paid by Us arising from Our processing of personal data in accordance with Your instructions, save where such losses arise from Our own breach of this Clause 7 or of the Data Protection Legislation.

## **8) Limitation of Liability**

8.1 All warranties and conditions implied by statute or common law are excluded to the maximum extent permitted by law.

8.2 Subject to Clause 8.4, We shall not be liable to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill; or
- (f) any indirect or consequential loss.

8.3 Subject to Clause 8.4, Our total aggregate liability to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement in any 12 month period shall be limited to the lower of (a) our professional liability insurance cover and (b) three times the fees paid by You under the Agreement in the 12 months preceding the date on which the claim arose.

8.4 Nothing in the Agreement limits or excludes Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our contractors;
- (b) fraud or fraudulent misrepresentation committed by Us or by Our contractors; or
- (c) any matter for which it would be unlawful for Us to exclude or limit liability.

8.5 If Our performance of Our obligations under the Agreement is prevented or delayed by any act or omission by You, Your agents, subcontractors, consultants or employees, We shall not be liable for any costs, charges or losses that arise directly or indirectly from such act or omission.

## **9) Complaints**

9.1 We aim to provide a high standard of service at all times. If You are dissatisfied with any aspect of the Services, You should contact Our Office Manager in the first instance, who will acknowledge Your complaint within 5 working days and provide a substantive response within 20 working days.

9.2 If You are not satisfied with the response, You may escalate Your complaint to a Director of Employment Law Solutions, who will review the matter and respond within a further 20 working days.

## **10) Non Solicitation**

10.1 You shall not, without Our prior written consent, at any time from the Commencement Date until the expiry of six months after the last date of supply of the Services, solicit or entice away (or attempt to solicit or entice away) from Us, or employ or engage (or attempt to employ or engage) any person employed or engaged by Us in the provision of the Services.

10.2 If You commit any breach of Clause 10.1, You shall, on demand, pay to Us a sum equal to 50% of the first year's basic salary or annual fee of the person concerned, in their new role with You, plus all recruitment costs reasonably incurred by Us in replacing such person. The parties acknowledge this sum is a genuine pre estimate of the loss We would suffer in such circumstances.

10.3 This Clause 10 does not apply where a person responds to a public recruitment advertisement not specifically targeted at Our staff, or where You have given Us six months' prior written notice of Your intention to employ the person.

## **11) Intellectual Property**

11.1 All Intellectual Property in the Services, including in templates, documents, advice notes, training materials, systems and know how provided by Us, belongs to Us or Our licensors. Except as expressly stated in the Agreement, the Agreement does not grant You any Intellectual Property rights.

11.2 You are granted a non exclusive, non transferable licence to use the work product provided under the Services for Your own internal business purposes. You may not resell, sublicense or commercially exploit the work product without Our prior written consent.

11.3 You own all Intellectual Property in any data You provide to Us in connection with the Services.

## **12) Change of Service User**

12.1 In the event that You, as the Service User, are sold, merged, or otherwise acquired or varied, the obligations under the Agreement shall continue in full force.

12.2 You may not assign, transfer, charge, sub contract or deal in any other manner with all or any of Your rights or obligations under the Agreement without Our prior written consent.

12.3 We may assign, transfer, charge, sub contract or deal with all or any of Our rights or obligations under the Agreement without Your consent, provided the assignee is capable of performing Our obligations to the same standard.

## **13) Events Outside Our Control**

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Agreement that is caused by an Event Outside Our Control.

13.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including strikes, lock outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, cyber attack, or other natural or man made disaster, or failure of public or private utility services, telecommunications networks or internet service providers.

13.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under the Agreement, We will contact You as soon as reasonably possible to notify You, and Our obligations will be suspended and the time for performance extended for the duration of the Event Outside Our Control.

13.4 Where an Event Outside Our Control continues for more than three months, either party may terminate the Agreement by giving written notice to the other.

## **14) Notices**

14.1 Any notice given under or in connection with the Agreement shall be in writing and shall be delivered by hand, by email, or by pre paid first class post or other next working day delivery service. Notices to Us shall be sent to Our registered office address or to the email address We have provided to You as Our notices address.

14.2 Notices shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address;
- (b) if sent by pre paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; or
- (c) if sent by email, at the time of transmission, provided no delivery failure notification is received by the sender within 24 hours.

14.3 Service of a notice to terminate the Agreement may be given by email provided a hard copy is also sent by first class post.

14.4 This Clause 14 does not apply to the service of any proceedings or other documents in any legal action.

## **15) General**

15.1 No failure or delay by a party to exercise any right or remedy shall constitute a waiver of that or any other right or remedy.

15.2 The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15.3 If any provision or part provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted.

15.4 The Agreement constitutes the entire agreement between the parties and supersedes any previous agreement between the parties relating to the Services. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Nothing in this clause limits or excludes liability for fraud or fraudulent misrepresentation.

15.5 No one other than a party to the Agreement shall have any right to enforce any of its terms.

## **16) Governing Law and Jurisdiction**

16.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement.

## **Part 2 – Service Specific Terms**

*The following Service Specific Terms apply to the service You have purchased, as set out in the Proposal. These Service Specific Terms are to be read in conjunction with the General Terms in Part 1.*

### **Section A – The HR Solution**

#### **A1. Initial Period and Renewal**

A1.1 This Agreement commences upon completion of the signature page of the Proposal (“the Commencement Date”).

A1.2 The duration of the Agreement is for a fixed period as stated in the Investment Section of the Proposal (“the Fixed Period”), plus a pro rata period as detailed in Clause A1.3.

A1.3 A pro rata period applies where the Commencement Date is any day of the month other than the 1st. The pro rata period will be for the remainder of that calendar month.

A1.4 Save as set out in Clause A4, there is no early termination provision within this Agreement. Either party may terminate the Agreement with immediate effect on written notice if:

- (a) the other party commits a material breach of the Agreement which is irremediable, or (if remediable) fails to remedy the breach within 30 days of being notified in writing to do so;
- (b) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (c) the other party is the subject of an insolvency event, including entering into administration, liquidation, or a voluntary arrangement with creditors.

A1.5 The end of the Fixed Period is “the Anniversary Date”. On the Anniversary Date, the Agreement will renew for a fixed period of 12 months (“the Second Anniversary Date”) unless terminated in accordance with Clause A4.

A1.6 Each year thereafter, the Agreement will renew annually on the same basis, unless terminated in accordance with Clause A4. The annual renewal date is “the Subsequent Anniversary Date”.

A1.7 After any Anniversary Date, the Retainer Fee is subject to review. Any proposed Retainer Fee increase will be discussed with You in advance of any notice to terminate being due. Where You do not accept the proposed increase, You may serve notice to terminate the Agreement in accordance with Clause A4, failing which the increased Retainer Fee will take effect from the Anniversary Date.

#### **A2. Services Provided**

A2.1 Under this Agreement We will:

- (a) update Your current employee documentation including contracts, handbooks and policies, and employee data protection documents, or if necessary draft them from scratch, and on completion provide template documents for You to issue;
- (b) provide telephone access to Our advisory team between (9.00 am to 5.00 pm, Monday to Friday, excluding English public holidays). Calls for emergency advice can be received outside core business hours will be handled as best as possible by a cover team, with a call back on the next working day where appropriate;



(c) provide guidance on all employee issues (such as grievance and disciplinary procedures and investigations etc); and

(d) draft bespoke letters and correspondence for employment law matters.

A2.2 The Services are provided in accordance with the timeframes and service level position set out in Clause 4 of the General Terms.

### **A3. Paying the Retainer Fee**

A3.1 The monthly Retainer Fee shall be paid by Direct Debit on either the 1st or 15th of each month, as selected by Us.

A3.2 You will be provided with invoices automatically generated and emailed on or before the day of payment each month.

A3.3 Clause 5 of the General Terms applies to all Retainer Fee payments, including in respect of late payment, interest and suspension of Services.

### **A4. Termination**

A4.1 Save in the circumstances set out in Clause A1.4, to terminate the Agreement You must provide written notice to terminate no less than 3 months prior to the Anniversary Date, the Second Anniversary Date, or any Subsequent Anniversary Date.

A4.2 Failure to provide such notice within the specified time period will result in the Agreement renewing automatically in accordance with Clauses A1.5 and A1.6.

## **Section B – The HR Plus Solution**

### **B1. Inclusion of HR Solution Terms**

B1.1 All terms set out in Section A (The HR Solution) shall apply to the HR Plus Solution, subject to the additional terms in this Section B.

### **B2. Protection from Employment Tribunal Fees and Compensation**

B2.1 We will take out an insurance policy that will indemnify You against legal expenses and awards in Tribunal Proceedings, subject to the terms and conditions of that policy.

B2.2 We will provide You with a copy of the insurance policy on commencement of this Agreement so You are aware of the policy limitations and conditions. The policy wording in force at the Commencement Date is available at the link provided in the Proposal. The version of the policy wording applicable to the Agreement is the version in force at the Commencement Date.

B2.3 Our insurance policy is fully underwritten by an authorised insurer.

B2.4 Any variation in the price of the insurance from time to time will be passed on to You. The monthly fee may be subject to change to reflect any such increase, on no less than 30 days' written notice. Where an increase is more than 10% in any 12 month period, You may terminate the insurance element of this agreement.

B2.5 You confirm to Us that no insurer has previously refused to provide You with, or to renew, an employment practices liability policy, nor cancelled such a policy. You will notify Us immediately if this position changes, or if You become aware of any circumstance likely to give rise to a claim under the insurance policy.

B2.6 Policy terms and conditions apply in full. Failure to comply with the policy terms, including notification requirements, may invalidate cover, and We are not liable for loss arising from Your failure to comply with the policy terms.

## **Section C – The Health and Safety Solution**

### **C1. Initial Period and Renewal**

C1.1 The initial period and renewal provisions for this Agreement are as set out in Clauses A1.1 to A1.7 of Section A (The HR Solution), which apply to this Section C as though repeated here with references to the HR Solution being read as references to the Health and Safety Solution.

### **C2. Services Provided**

C2.1 Under this Agreement We will provide the services specified in the Proposal as either the Health and Safety Solution or the Health, Safety and Fire Solution, together with ongoing advice and support by telephone and email from 9.00 am to 5.00 pm Monday to Friday, excluding English public holidays.

C2.2 Where fire risk assessments form part of Your service, the assessment is based on a non destructive visual inspection and the information made available at the time of the survey. It does not include testing of fire protection systems, structural elements, or hidden voids unless specifically stated. You, as the “responsible person” under the Regulatory Reform (Fire Safety) Order 2005, must ensure ongoing compliance, maintenance, and review of fire safety provisions, especially where significant changes occur to the premises, occupancy, or fire safety measures. We make no warranty that the premises comply with fire safety law following the assessment.

### **C3. Site Visits**

C3.1 We will conduct site visits in accordance with the Health and Safety Solution or Health, Safety and Fire Solution service specification set out in the Proposal.

C3.2 Site visits will take place as soon as reasonably practicable after the Commencement Date, scheduled at a time determined by Us in conjunction with Your availability. Where You agree to an 18 month contract, You will be eligible for a random spot check visit in the final 6 months of the Agreement, at an appropriate time arranged with Your main contact.

C3.3 You shall provide Us with access to the site at the agreed time. Where access is refused after We have commenced travel to the site, We reserve the right to charge You at Our prevailing hourly rate for the time and travel expended.

C3.4 Where site visits require travel of more than 50 miles each way from Our office, We reserve the right to charge additional mileage at the prevailing rate set by HMRC, for all miles travelled. Travel time in excess of one hour each way may also be chargeable at Our prevailing hourly rate.

C3.5 Additional site visits beyond those included in the Proposal can be arranged at an additional fee, quoted in advance.

### **C4. Paying the Retainer Fee**

C4.1 The monthly Retainer Fee shall be paid by Direct Debit on either the 1st or 15th of each month, as selected by Us.

C4.2 Your monthly fee may vary in accordance with Clauses C1 (on renewal) or C3 (in respect of additional visits, mileage or travel time).

C4.3 You will be provided with invoices automatically generated and emailed on or before the day of payment each month.

C4.4 Clause 5 of the General Terms applies to all Retainer Fee payments, including in respect of late payment, interest and suspension of Services.

## **C5. Termination**

C5.1 The termination provisions for this Agreement are as set out in Clauses A4.1 to A4.2 of Section A (The HR Solution), which apply to this Section C as though repeated here.

## **Section D – The HR Software Solution**

### **D1. Commencement and Duration**

D1.1 The signed Proposal returned by You to Us constitutes an offer by You to purchase the HR Software Services in accordance with these Terms.

D1.2 Your offer to purchase shall be deemed accepted by Us when We send You the login details for the HR Platform, at which point the Agreement shall come into existence (“the Start Date”).

D1.3 The HR Software Services shall be supplied from the Start Date until terminated by either party giving to the other not less than 1 month’s written notice, unless terminated earlier in accordance with Clause D9.

### **D2. The HR Software Services**

D2.1 We will provide the HR Software Services in accordance with the general standards in Clauses 1.2 and 4 of the General Terms.

D2.2 We may make changes to the HR Software Services which are necessary to comply with applicable law or safety requirements, or which do not materially affect the nature or quality of the Services. We will notify You of any such changes.

### **D3. HR Platform**

D3.1 We grant You and the Authorised Users a non exclusive, non transferable licence to access and use the HR Platform during the Term.

D3.2 Your use of the HR Platform is subject to the following conditions:

(a) You shall not store, distribute or transmit any material through the HR Platform that is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; that facilitates illegal activity; that depicts sexually explicit images; or that promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation or disability, or any other illegal activities;

(b) each Authorised User will be issued with a username and password, and You agree to procure that each Authorised User keeps these confidential and does not allow any other person to use them. You shall notify Us promptly if You know or suspect that any other person knows any username or password;

(c) We have the right to disable any username or password if in Our reasonable opinion You have failed to comply with any of the provisions of the Agreement; and

(d) You shall not (and shall not permit any third party to) copy, disclose, distribute, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the HR Platform or the Software, in whole or in part.

### **D4. Availability and Technical**

D4.1 We will use reasonable endeavours to ensure that the HR Software Services are provided continuously and that access to the HR Platform is not interrupted by any event within Our control. We will notify You in advance of planned downtime, which, if reasonably practicable, will be scheduled outside normal United Kingdom office hours.

D4.2 We will take reasonable steps to ensure that the HR Platform, the Software, know how and data files supplied to You as part of the Services are virus free.

D4.3 We will use reasonable endeavours to ensure that Data is properly backed up, including at least a daily backup. Backups are stored in a separate physical location within the UK and in an additional separate physical location within the UK or EU. All backup copies are encrypted. Backup copies are retained for eight months.

D4.4 For the avoidance of doubt, the retention period in Clause D4.3 is an operational backup retention period. Data retention on termination is dealt with in Clause D10.

## **D5. Your Obligations for the Software Service**

D5.1 In addition to Your obligations under Clause 2 of the General Terms, You shall:

- (a) register all Your UK employees with Us within 30 days of their start date, and notify Us of any leavers within 30 days of the leaving date;
- (b) comply with Our processes for verifying identity and confirming that advice is given only in respect of Registered Users;
- (c) not provide any answer given by Us to Your query to any third party without first considering that answer using Your professional skills;
- (d) be responsible for configuring Your IT systems to access and use the HR Platform, and ensure that You have Your own virus protection software; and
- (e) comply with all applicable data protection laws in relation to data uploaded by You to the HR Platform.

## **D6. Charges and Payment**

D6.1 We shall invoice You for the Fees monthly in advance, with the first invoice being issued within 7 days of the Start Date.

D6.2 We may review and increase the Fee rates, provided that such rates cannot be increased more than once in any 12 month period. We shall give You not less than 3 months' written notice of any such increase.

D6.3 You will pay the Fees on a monthly basis by Direct Debit or standing order. Clause 5 of the General Terms applies to all Fee payments.

## **D7. Intellectual Property**

D7.1 You acknowledge that We and Our licensors own all Intellectual Property in the HR Platform, the Software, and the HR Software Services. Except as expressly stated in the Agreement, nothing grants You any Intellectual Property rights in them.

D7.2 We acknowledge that You own all Intellectual Property in the Data.

## **D8. IP Infringements**

D8.1 We will indemnify You against losses, costs and expenses incurred as a result of any claim that Your use of the HR Software Services infringes a third party's Intellectual Property, provided You notify Us within a reasonable time, provide reasonable cooperation in defence and settlement (at Our expense), and We are given sole authority to defend or settle the claim.

D8.2 We shall have no liability under Clause D8.1 if the alleged infringement is based on:

- (a) a modification of the HR Platform or Software by anyone other than Us;

(b) Your use of the HR Platform or Software in a manner contrary to Our instructions;  
or

(c) Your continued use after notice of the alleged or actual infringement.

D8.3 Clause D8.1 states Your sole and exclusive remedies and Our entire obligations and liability for infringement of third party Intellectual Property.

## **D9. Termination**

D9.1 Without affecting any other right or remedy, either party may terminate this Agreement with immediate effect by giving written notice if:

(a) the other party fails to pay any amount due under the Agreement on the due date for payment;

(b) the other party commits a material breach of any term which is irremediable, or (if remediable) fails to remedy that breach within 30 days of being notified in writing to do so; or

(c) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

D9.2 You may terminate this Agreement with immediate effect by giving written notice if We have informed You of changes to the Terms which You do not agree with.

## **D10. Consequences of Termination**

D10.1 On termination or expiry of this Agreement:

(a) You shall immediately pay all outstanding invoices and interest and, in respect of Services supplied but not yet invoiced, We may submit an invoice payable immediately on receipt;

(b) all licences granted shall immediately terminate;

(c) all access to the HR Software Services and HR Platform will be terminated immediately; and

(d) We may destroy or otherwise dispose of Data in Our possession no earlier than 6 months after the effective date of termination. If within that 6 month period You request a copy of the Data in writing, We will use reasonable efforts to deliver a digital copy within 30 days of receipt of the request, provided You have paid all Fees outstanding at and resulting from termination. You shall pay all reasonable expenses incurred in delivering the copy.

D10.2 Clauses that by their nature are intended to survive termination shall continue in force, including (without limitation) Clause 6 (Confidentiality), Clause 7 (Data Protection), Clause 8 (Limitation of Liability), Clause 10 (Non Solicitation) and Clause 11 (Intellectual Property).

## **D11. Non Solicitation for Software**

D11.1 By way of variation to Clause 10.2 of the General Terms, where You are in breach of Clause 10.1 in respect of a person engaged in the provision of the HR Software Services, the sum payable under that clause shall be equal to one year's basic salary or annual fee of the person concerned in their new role with You, plus all recruitment costs reasonably incurred by Us in replacing such person.

## **Section E – The Ad Hoc Solution**

*The Ad Hoc Solution applies where You have engaged Us on an ad hoc (non retained) basis for discrete pieces of employment law, HR or health and safety work.*

## **E1. Commencement and Scope**

E1.1 This Agreement commences upon completion of the signature page of the Proposal (“the Commencement Date”).

E1.2 The scope of work (“the Agreed Work”) is the specific matter or block of work set out in the Investment Section of the Proposal.

E1.3 The Agreed Work is based on the information provided by You at the point of quotation. Where the matter expands, new issues arise, or additional parties become involved, that additional work falls outside the Agreed Work and is dealt with under Clause E3.

E1.4 Unlike the retained services, the Ad Hoc Solution does not include unlimited telephone advice, ongoing document maintenance, or general employment law support. Advice and work is limited to the Agreed Work.

## **E2. Fees, Invoicing and Payment**

E2.1 Fees for the Agreed Work are charged at the fixed hourly rate set out in the Investment Section of the Proposal. That rate applies to all time spent on the matter by any member of Our team, including telephone calls, correspondence, drafting, attendance at meetings and review work.

E2.2 We will invoice You for the Agreed Work at the point of engagement. Invoices are payable within 30 days of the invoice date, save that where the invoice states different payment terms, those terms take precedence.

E2.3 Where all of the time quoted for the Agreed Work has been used and further work is required, We will provide You with a quotation for the additional time. No further work will be undertaken until that additional quotation has been accepted by You in writing (email is sufficient) and, where We require it, paid.

E2.4 Clause 5 of the General Terms applies to all Ad Hoc Solution payments, including in respect of late payment, interest and suspension of Services.

## **E3. Additional Work and Variations**

E3.1 Where You ask Us to carry out work that falls outside the Agreed Work, or the Agreed Work expands beyond the assumptions on which it was quoted, We will provide You with a separate quotation for that additional work.

E3.2 Additional work is treated as a new block of work under these Terms and is subject to Clause E2. No additional work will commence until You have accepted the quotation for it in writing.

E3.3 Where urgent work is required and there is no time to provide a written quotation in advance, We may commence work on Your verbal instruction, in which case the time spent will be invoiced at the hourly rate set out in the Proposal and You agree to pay for that time whether or not a quotation is subsequently agreed.

## **E4. Conversion to a Retained Service**

E4.1 Where You subsequently enter into a retained agreement with Us (whether the HR Solution, HR Plus Solution, Health and Safety Solution or any successor retained service), We may at Our discretion credit a proportion of the fees paid under this Ad Hoc Solution against Your first month’s retainer fee.

E4.2 Any such credit is at Our sole discretion, will be confirmed in writing, and is not a right under this Agreement.

## **E5. Termination**

E5.1 Either party may terminate this Agreement by giving written notice to the other at any time. Where You terminate before the Agreed Work is complete, You remain liable to pay for all time spent on the matter up to the date of termination, calculated at the hourly rate set out in the Proposal.

E5.2 Where We terminate this Agreement for reasons other than Your breach, We will refund any fees paid in advance for work not yet carried out.

E5.3 We may terminate this Agreement with immediate effect if You fail to pay any invoice by its due date, if You commit a material breach of this Agreement, or if in Our reasonable opinion continuing to act for You would place Us in a position of conflict or breach of Our professional obligations.

## Part 3 – Definitions

*The following definitions and rules of interpretation apply throughout the Agreement.*

### 17) Definitions

**Agreement:** the Proposal, these Terms (including both the General Terms in Part 1 and the applicable Service Specific Terms in Part 2), and any variations agreed between the parties.

**Authorised Users:** all employees and consultants in Your office(s) that You have informed Us are to use Your registration and have passwords to the HR Platform.

**Commencement Date:** the date on which the Agreement commences, as set out in the applicable Service Specific Terms.

**Confidential Information:** information in any form (including oral, written, electronic and visual) that is either labelled as confidential or should reasonably be considered confidential because of its nature and the manner of its disclosure, including (in respect of Your Confidential Information) the Data, and (in respect of Our Confidential Information) all aspects of the Services, the Fees, and Our commercial arrangements.

**Data:** all data inputted by You (and anyone authorised by You) on the HR Platform or otherwise provided by You in connection with the Services, including employee data, payroll information, reports and employee contracts.

**Data Protection Legislation:** the UK General Data Protection Regulation, the Data Protection Act 2018, and any successor or replacement legislation from time to time.

**ELS, We, Us or Our:** Employment Lawyers Limited, trading as Employment Law Solutions. We are registered in England and Wales under company number 09531412 and Our registered office is at 2 Mallard Court, Crewe Business Park, Crewe, Cheshire, CW1 6ZQ.

**Event Outside Our Control:** as defined in Clause 13.2.

**Fees:** the fees payable by You for the Services as set out in the Investment Section of the Proposal, including (where applicable) Retainer Fees and hourly rate charges.

**HR Platform:** the medium through which the Software is made available by Us to the Authorised Users.

**Intellectual Property:** patents, copyright, trade marks, domain names, designs, database rights, confidential information, know how, and all other intellectual property rights, in each case whether registered, registerable or not, and including all applications and rights to apply for and be granted such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Proposal:** the proposal document that We send to You in relation to the Services, including the Investment Section and the signature page.

**Retainer Fee:** the monthly fee payable under the HR Solution, HR Plus Solution or Health and Safety Solution, as set out in the Investment Section of the Proposal.

**Services:** the services to be provided by Us under the Agreement, as described in the applicable Service Specific Terms and the Proposal.

**Site:** Our website at [www.employmentlawsolutions.co.uk](http://www.employmentlawsolutions.co.uk).

**Software:** the software provided by Us to You for use by the Authorised Users, which provides access to Your employee data and includes various HR tools.

**Term:** the period during which We provide the Services to You.



**Terms:** these Terms and Conditions, including any updates issued by Us.

**You or Your:** the employer or organisation entering into the Agreement with Us. Where the context so requires, You or Your includes the Authorised Users.

## **18) Rules of Interpretation**

18.1 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

18.2 Any reference to any statute, statutory provision or subordinate legislation shall include any statute, statutory provision or subordinate legislation as replaced, amended or re enacted from time to time, before, on, or after the date of this Agreement, save to the extent that any such replacement, amendment or re enactment made or taking effect after the date of this Agreement would impose any additional or greater obligations or liability on any of the parties or reduce any benefit or right to them, in which case the Agreement may be terminated by either party.

18.3 References to clauses are to clauses of the General Terms unless the context otherwise requires. References beginning with a letter (e.g. A1.1, B2.3) are to clauses in the Service Specific Terms in Part 2.

18.4 Headings are for convenience only and do not affect interpretation.