

Absolute Works - Terms and Conditions

These Terms and Conditions shall apply to the provision of HR Services by Absolute HR Solutions Ltd, a company trading as Absolute Works, registered in England under number 07573317, whose registered office is at Unit 1, The Barford Exchange, Wellesbourne Road, Barford, Warwickshire, United Kingdom, CV35 8AQ, hereinafter called "the Company" to the Client, as identified in the Proposal.

1. **Definitions and Interpretation:** In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
 - "**Agreement**" means the contract formed upon acceptance of our written proposal and includes the acceptance of these Terms and Conditions;
 - any "**Proposal**" remains open for acceptance for a period of 30 days and means the written proposal for the performance of the Services or any other Services as may from time to time be amended by the written agreement of both parties;
 - "**Services**" means the HR Support, project, payroll and training services to be provided by us in accordance with the Proposal.
 - "**Term**" means the term outlined in the Proposal for the duration of the provision of the Services.
- 1.1 Unless the context otherwise requires, each reference in these Terms & Conditions to:
 - 1.1.1 "we", "us", "our" is a reference to the Company and includes our employees and sub-contractors;
 - 1.1.2 "writing" or "written" includes, but is not limited to, letters and emails and similar communications;
 - 1.1.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.1.4 "these Terms and Conditions" is a reference to these Terms and Conditions;
 - 1.1.5 a Clause is a reference to a Clause of these Terms and Conditions; and
 - 1.1.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation. Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.
2. **Contract Formation:** The Agreement is formed upon receipt by us of your acceptance of the Proposal, which shall detail the entire scope of works, the placement of an order, or your written consent to receive the Services.
3. **Retained HR Support and Payroll Services**
 - 3.1 The HR Support and Payroll Services shall commence on the commencement date for the Term outlined in the Proposal.
 - 3.2 If you have opted for support on a retained basis and/or payroll services:
 - 3.2.1 The commencement date shall be the start of the minimum Term of 24-months unless otherwise agreed, once the minimum Term has completed it shall renew on the same as the initial minimum Term on a rolling basis unless terminated in accordance with clause 11.
 - 3.2.2 All Services provided under this Agreement will be invoiced on a monthly basis in advance throughout the Term of the Agreement.
 - 3.2.3 Should you fail to use the services for which we are contracted on a retained basis, no discount shall be given.
 - 3.2.4 Should you need more services on a retained basis or where the business has increased in size and the Proposal does not already provide for it, then all additional hours will be charged at our standard rates in effect at the time, or a new retainer can be agreed at our absolute discretion.
 - 3.3 With effect from the commencement date we shall, in consideration of the Fees being paid in accordance with the terms of Payment herein, provide the Services as described within our written Proposal.
 - 3.4 Our services shall only be available during normal office hours and shall be subject to our reasonable use limits in place at that time, should we feel that your needs are above this level, we reserve the right to charge.
 - 3.5 Notwithstanding clause 3.3 above, we shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, to meet your changing needs or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.
 - 3.6 Where we have agreed to attend a scheduled visit, mileage and any other expenses shall be payable which will be detailed in our Proposal or as otherwise agreed.
4. **HR Consultancy Projects**
 - 4.1 Unless otherwise agreed in writing, our payment terms for any HR Consultancy projects shall be 100% upfront, and no work shall commence until we have received payment for such.
 - 4.2 With effect from the commencement date we shall, in consideration of the Fees being paid in accordance with the terms of Payment herein, provide the Services as described within our written Proposal.
 - 4.3 Notwithstanding clause 4.2 above, we shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, to meet your changing needs or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.
5. **Training and E-Learning**
 - 5.1 Where we have agreed to provide training and/or E-Learning, this must be paid for in advance of the relevant training being provided. Should payment not be received within this timeframe, we reserve the right to cancel or postpone the training.
 - 5.2 You shall be entitled to substitute participants without penalty, however sharing of accounts and joining instructions is not permitted unless we expressly authorise this in writing. Participants are required to keep details confidential and must not reveal usernames and/or passwords to anyone.
 - 5.3 It shall be your responsibility to ensure that participants complete the training. If a participant fails to complete the training for any reason, no refund or reduction in fees will be given.
 - 5.4 We cannot be held responsible for the quality and/or outcomes of the training, results will be based on the participants dedication to the training and work they implement.
 - 5.5 You are responsible for the participants at all times. However, should the behaviour of a participant prove disruptive at any stage during the provision of the in person Services,

at our sole discretion, we shall be entitled to request the immediate removal of said participant from the session.

- 5.6 Where we have provided digital content to you, these shall remain our intellectual property and no transfer of ownership to you will occur. You shall not be allowed to share the content to any other person without our prior written consent.
6. **Fees & Payment**
 - 6.1 You agree to pay the fees in accordance with these terms of payment.
 - 6.2 We reserve the right to request a deposit for the Services.
 - 6.3 You may be required to sign up to GoCardless in order to pay the Fees to us.
 - 6.4 Unless otherwise stated in writing, we shall charge for any meetings held in person, our reasonable travelling time and travel expenses, accommodation, any incidental expenses for materials used and for third party goods and services supplied in connection with the Services.
 - 6.5 You will pay for any additional services (and additional expenses incurred as a result) provided that are not specified in the Agreement. These additional services shall be charged in accordance with our then current, applicable rate in effect at the time of the performance or such other rate as may be agreed.
 - 6.6 For Retained HR Support Services and Payroll Services in accordance with Clause 3, payment shall be due on the 1st day of the month for that same month's Services, unless otherwise agreed.
 - 6.7 For HR Consultancy projects, payment shall be due within 14 days from the date of invoice, unless otherwise agreed.
 - 6.8 All payments shall be made in pounds sterling without any set-off, withholding or deduction except such amount (if any) of tax as required to deduct or withhold by law.
 - 6.9 The time of payment shall be of the essence. If you fail to make any payment on the due date then we shall, without prejudice to any right which we may have pursuant to any statutory provision in force from time to time, have the right to suspend the Services and charge you interest on a daily basis at an annual rate equal to the aggregate of 8% above the base rate of the Bank of England from time to time on any sum due and not paid on the due date in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgment.
7. **Client's Obligations:**
 - 7.1 You agree to:
 - 7.1.1 Give us such information, advice and assistance relating to the Services as we may reasonably require within sufficient time to enable us to perform the Services in accordance with the Proposal. All information provided must be full and correct to your knowledge, and we shall not be held responsible for any error in the Services arising from false information;
 - 7.1.2 Provide evidence of sufficient insurance upon request;
 - 7.1.3 We operate a full disclosure policy whereas every piece of information is fully disclosed, as withholding information can affect advice and impact your liability;
 - 7.1.4 Comply with all applicable Health and Safety legislation and regulations whilst any employee of ours or agents are working on your premises;
 - 7.1.5 Appoint a primary contact to act as your representative to liaise with us in connection with the Services; and
 - 7.1.6 Inform us if there is an increase in the number of staff employed by you. We reserve the right to adjust our fees if a change in number of employees occurs.
 - 7.2 If you fail to meet any of the provisions of this clause 7, without limiting our other rights or remedies, we shall: have the right to suspend performance of the Services until you remedy the default; not be held liable for any costs or losses sustained or incurred arising directly or indirectly from our failure or delay in performing any of our obligations as a result; and be entitled to claim for any costs or losses sustained or incurred by us arising directly or indirectly from your default.
8. **Delay & Abortive visits:** Our price is based on being able to complete the services in the agreed number of hours, visits, or projects over the period as detailed in the Proposal. If we are prevented from working the agreed visits, we reserve the right to recover any costs incurred by way of delay or abortive visits. In the event of a delay, we shall then require a further written notice or lead in period.
9. **Variation and Amendments**
 - 9.1 We reserve the right to increase our fee rates, provided that such charges cannot be increased more than once in any 12-month period, unless such increase is by mutual agreement or the scope of the Services changes, or where our supplier costs change.
 - 9.2 If you wish to vary the Services to be provided or postpone a training session, you must notify us as soon as possible with at least 48 hours' notice. We shall endeavour to make any required changes and any additional costs thereby incurred or transfer fees shall be invoiced accordingly.
 - 9.3 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the Services, we shall notify you immediately. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.
 - 9.4 Any price increase necessitated as a result of an agreed variation or amendment shall be payable in accordance with clause 6.
10. **Cancellation**
 - 10.1 If, due to circumstances beyond our control, we have to cancel or reschedule a HR session, we shall notify you immediately. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances. If the session must be cancelled and cannot be rescheduled, we shall return all sums paid relating to the session within 14 days.
 - 10.2 We also reserve the right to levy reasonable cancellation charges including, but not limited to, any administration costs, procurement costs, loss of contract and loss of profit, against you and these shall fall due for payment immediately.
11. **Termination**
 - 11.1 We shall be entitled to terminate this Agreement forthwith in the event that:

- 11.1.1 You have failed to pay the Fees for a period exceeding 30 days and fail or refuse to do so following the expiry of a written notice from us requesting such payment within 7 days;
- 11.1.2 We give you 30 days' written notice before the end of the term whereby there will be no continuing liability by either Party;
- 11.1.3 you demand services which do not form part of the Services, and which are not covered by this Agreement.
- 11.2 You shall be entitled to terminate this Agreement:
- 11.2.1 In the event that we fail, due to no fault of yours, to render the Services in accordance with the terms of this Agreement.
- 11.2.2 by giving us 90 days written notice of termination before the end of the current Term. In this event, any sums payable for the remainder of the term of this Agreement must be paid to us at the same time as notice to terminate is given.
- 11.3 Either Party has the right to terminate the agreement immediately if the other:
- 11.3.1 has committed a material breach of this agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
- 11.3.2 ceases, or threatens to cease, to carry on business, goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation), becomes subject to an administration order (within the meaning of the Insolvency Act 1986), or a receiver is appointed in respect of the whole or any part of its assets.
- 11.4 In the event of termination, we shall retain any sums already paid to us without prejudice to any other rights we may have whether at law or otherwise, and all payments required under this Agreement shall become due and immediately payable.
- 11.5 With the exception of payment, any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Agreement shall survive termination under this clause 12 on a pro-rata basis.
- 12. Confidentiality:** Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one party to the other. Each party shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging its obligations under the Agreement and shall ensure that such employees are subject to corresponding obligations of confidentiality. This clause 12 shall survive termination of the Agreement, however caused.
- 13. Assignment and Sub-Contracting:** you shall not be entitled to assign or novate the benefits under the Agreement without our prior written consent. We may sub-contract the performance of any of our obligations under the Agreement without the prior written consent of the other Party. However, we shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.
- 14. Documentation:** Documentation will be provided in our normal standard format only. If additional copies or specific requirements are needed, we reserve the right to apply additional charges. We shall retain title to the documentation until all payments as detailed above have been paid in full.
- 15. Liability and Indemnity**
- 15.1 We will provide, to the best of our knowledge, advice, guidance and best practice within the realms of current UK employment legislation based on the information provided by you. It is your responsibility to make the decisions based on the advice given.
- 15.2 We shall not be liable for any costs related to our advice or guidance should you decide not to take our professional advice.
- 15.3 We shall not be liable for any adverse consequences where you have delayed provision of information, provided incorrect information or withheld information necessary for us to provide professional advice. Any costs incurred or penalties charged shall be payable by you.
- 15.4 It is imperative that we are kept informed of any changes within the business that may or may not have an effect on your HR requirements, legal or otherwise. Should this information not be forthcoming, or our requests for information not be responded to, we shall have no liability whatsoever for any effects on your business' HR requirements for which we have not been made aware or had no response to requests and have the right to terminate the contract forthwith without any financial or other liability to us whatsoever.
- 15.5 We shall not be liable for any indirect or consequential loss, loss of business, profit, revenue, data or goodwill, nor for lost or wasted management time or employee time.
- 15.6 Except in respect of death or personal injury caused by our negligence, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of our obligations under the Agreement.
- 15.7 In the event of a breach by us of our express obligations under these Terms and Conditions, the remedies will be limited to damages, which in any event, shall not exceed the fees and expenses paid for the Services.
- 16. Restrictive Covenants:** Neither party will during the term of the Agreement and for a period of 2 years from the expiry of this Agreement, without the other's prior written consent, appoint in any way or cause to be employed, engaged or appointed an employee, agent, director, consultant or independent contractor of the other. Whilst the above restrictions are considered by the parties to be reasonable in all the circumstances, it is agreed that, if taken together they are adjudged to go beyond what is reasonable in all the circumstances for our protection but would be judged reasonable if part or parts of the wording of them were deleted or its period reduced or an area defined, they shall apply with such words deleted or with such modifications as may be necessary to make it valid and effective.
- 17. Force Majeure:** Neither Party shall be liable for any failure or delay in performing their obligations under the Agreement where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Company failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, governmental action or any other event that is beyond the control of the Party in question.
- 18. Copyright:** We reserve all copyright and any other rights (if any) which may subsist in the provision of the Services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright. We will grant a non-exclusive licence to you to copy any documents or materials provided by us as part of work wholly commissioned by you provided that distribution of any such copies is exclusively within your organisation, and where a branch of your organisation is specified in the Agreement, this non-exclusive licence shall be granted solely to the branch specified therein. You agree not to use any such materials for training or other purposes without our consent. We shall not be responsible for updating the content of any materials provided to take account of events or changes in the law that take place after such materials are provided. We shall have no liability for advice given or documents prepared in relation to the Agreement if they are used or relied upon in any other context. You warrant that any document or instruction furnished or given shall not cause us to infringe any letter patent, registered design or trademark in the execution of these services and shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any such claim for infringement which results from our use of your information.
- 19. No Waiver:** No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 20. Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and the Agreement, as appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.
- 21. Notices:** Notices shall be deemed to have been duly received and properly served 24 hours after an email is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.
- 22. Third party rights:** A person who is not a party to the Agreement shall have no rights under or in connection with it.
- 23. Data Protection:**
- 23.1 Both parties agree to comply with all applicable data protection legislation, including but not limited to the UK GDPR and Data Protection Act 2018 and any subsequent amendments thereto.
- 23.2 We respect and value your privacy and also the security of your data. Information that you give to us when contacting us will be used only for the provision of our services.
- 23.3 Your data is stored securely in accordance with the UK GDPR and the Data Protection Act 2018. All such data stored electronically is password protected and encrypted where highly sensitive.
- 24. Law and Jurisdiction:** These Terms & Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the laws of England & Wales.
- 24.1 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.