

Ashley HR Consultancy Limited

Terms of Engagement

1. Definitions

- 1.1 "we" "us" and "our" refer to Ashley HR Consultancy Limited incorporated and registered in England and Wales with company number 09746234 whose registered office is Henstaff Court, Llantrisant Road, Groesfaen, Wales, CF72 8NG.
- 1.2 "you" and "your" refer to you our client.
- 1.3 "fees" mean the charges we make for the work we do for you.

2. Our approach

- 2.1 We will provide you with written details of the fees that will apply to the work that we carry out for you. We can vary those fees by giving you prior written notice.
- 2.2 We reserve the right to amend these Terms of Engagement in the future, in particular to reflect changes in law or commercial practice.
- 2.3 Each time you instruct us on a matter (or if it is a series of similar matters for agreed fees then the first time that you instruct us in relation to that type of matter) we will provide you with a written fee quote for the agreed scope of work. We call this our Record of Instructions.
- 2.4 The purpose of the Record of Instructions is to make sure that we have understood exactly what you want us to do and that you have written details of what work we will be carrying out within the fee quote we have given and what service we will be providing to you. It is important that you read through the Record of Instructions and, if you have any questions, that you raise them with Cerys Ashley and that any variations are agreed in writing.
- 2.5 Any hourly charge-out rates, fee estimates or quotes given by us are given net of Value Added Tax, which will also be charged where required by law on our fees that are liable for such tax. We reserve the right to require you to make advance payments on account of our fees. Any such payments will be held for

you by us until presentation of invoices for the matter and will be offset against such invoices. It may be that a further sum on account will then be needed.

- 2.6 If you do not sign and return to us a copy of any Record of Instructions, then we will treat your agreement to our carrying out work for you as your acceptance.

3. Our Services

- 3.1 We provide HR advice and support services.

- 3.2 We do not provide the following:

- 3.2.1 legal services;
- 3.2.2 legal advice;
- 3.2.3 financial services;
- 3.2.4 financial advice;
- 3.2.5 pension services;
- 3.2.6 pension advice;
- 3.2.7 payroll services;
- 3.2.8 tax services, or
- 3.2.9 tax advice.

- 3.3 Cerys Ashley is a non-practising Solicitor.

4. Our liability

- 4.1 Nothing in these Terms of Engagement or any Record of Instructions will limit any liability that we may have to you in respect of any loss caused by our fraud or in any other situation where the law prohibits us from excluding or limiting our liability to you, including in respect of any death or personal injury resulting from our negligence.

- 4.2 In all other cases, we limit our liability for any claims made in respect of our negligence and/or breach of contract (including in respect of any omission) or in any other way arising from each matter to a maximum of £250,000 in aggregate, unless we have agreed a different level of liability with you in writing. Any different limit will apply only to the specific matter that is referred to in the variation, unless expressly stated to the contrary.

- 4.3 If, in relation to a specific matter, you need a higher limit on our liability for each claim in respect of negligent advice and/or breach of contract (including in respect of any omission), then you need to tell us this either before or within 14 days of our starting to work on that matter (and in any case before the work is complete) so that we can discuss with you and agree and document an appropriate limit.
- 4.4 Please note our liability for loss or damage to your tangible property arising due to our negligence and/or breach of contract will always be capped at £250,000.
- 4.5 The extent to which any loss or damage will be recoverable by you from us will also be limited so as to be in proportion to our contribution to the overall fault for such loss or damage, taking into account any contributory negligence by you and any negligence by other consultants, your advisers and/or any third party responsible to you and/or liable in respect of such loss or damage.
- 4.6 Where we hold monies for you in our bank account please note that these are treated as if you had deposited them direct with the relevant financial institution. We are not liable for the default of any financial institution where we have deposited your funds.

5. You as our client

- 5.1 You confirm that you are acting as principal and not as an agent for anyone else.
- 5.2 Advice rendered by us is provided for your benefit and solely for the purpose of the instructions to which it relates. It may not be used or relied on for any other purpose or by any person other than you without our prior written agreement.

6. Fees

- 6.1 We will charge you for the work which we carry out on your behalf in accordance with the method of charging which we have agreed with you.

7. Billing

- 7.1 We will send you invoices and these invoices are due to be paid within 14 days of the date of the invoice. If they are not paid within 14 days of the date of the invoice then we will have the right to suspend work and to charge interest on the outstanding invoices at the rate of 8% starting from the 14th day following the date of the invoice and compounded on a monthly basis.
- 7.2 If we are holding money on your behalf we may use that (and any accrued interest) in payment or part payment of our invoices.

- 7.3 We will send our invoices in the same format for all matters you instruct us on. Therefore, if you request that we invoice you electronically, including by e-mail, all invoices will be delivered electronically and we will not invoice you in hard copy and vice versa if we invoice you in hard copy we will not send any invoices electronically.
- 7.4 Where you have requested that we invoice you via a third party e-billing provider we will engage with your preferred e-billing provider to do so. However we cannot accept any liability for any claim made in respect of the e-billing provider's negligence and/or breach of contract in respect of any act or omission or in any other way arising including (without limitation) its failure to process your data in accordance with legal requirements. We assume that you have entered into a separate agreement with your e-billing provider and have performed your own due diligence to ensure that the e-billing provider meets its legal requirements.
- 7.5 Please note that in certain circumstances we may be entitled to exercise a lien over any money, papers or other property belonging to you until payment of all outstanding fees.
- 7.6 In the event that our instructions and work are undertaken for more than one person under this agreement all parties will be responsible for the payment of any and all fees in relation to that work on a joint and several liability basis and we may recover such fees from any or all parties.
- 8. Termination of work or suspension of work**
- 8.1 Subject to clause 8.2 below, you may terminate our relationship with you or your instructions to us in relation to a matter at any time by giving us notice in writing. In the event that you terminate our relationship or your instructions you will still have to pay our fees for the work that we have started or completed as at the time of termination.
- 8.2 If you have a Telephone Helpline Package or a Support and Assistance Package with us, these are subject to a 12 month contract and cannot be terminated by you or us prior to the expiry of the 12 month period.
- 8.3 If you do not pay our invoices upon presentation we may, at our discretion, suspend further work for you until the invoices have been paid. We will always give you notice of our intention to suspend work. If we give you notice that we intend to suspend work this does not affect our rights to subsequently bring the matter to an end.
- 8.4 We may terminate the matter upon whatever may be reasonable notice in the circumstances if:

- 8.5 you fail to pay our invoices on time;
- 8.6 you fail to pay us money on account of our fees that you have agreed to pay us;
- 8.7 the relationship of mutual confidence between us has broken down.
- 8.8 Upon termination of the matter, whether by you or by us, you will be liable to pay all fees incurred up to and including the date of termination (whether invoiced before or after the date of termination).

9. Electronic communication

- 9.1 Unless you instruct us in writing to the contrary, we will use ordinary e-mail to communicate with you and to send you documents. Communications sent by e-mail are not secure and company email accounts may be accessible by numerous employees. It is your responsibility to restrict access to your email accounts and/or notify us in advance and in writing which email address you want us to use or if you would prefer us not to communicate with you via email.

10. Data protection

- 10.1 In connection with our engagement by you we may process "personal data" (referred to below as personal information) acting as a "data controller" or as a "data processor" on your behalf as such terms are defined in the Data Protection Act 1998 ("DPA").
- 10.2 The personal information we process as a data controller includes information about, and received from, you, your advisors and service providers, where you or they are individuals, and persons within your or their organisations. This information may also be obtained from other third parties, such as credit reference agencies. The information we hold includes:
- 10.3 Personal information such as name, address and details of accounting information.
- 10.4 Sensitive personal information (such as health information or information about religious beliefs) where that has been provided for specific agreed purposes (for example to facilitate access to premises or to confirm dietary requirements).
- 10.5 We will use this information to provide HR services to you and to deal with enquiries that you may make or authorise. We may also use this information for marketing purposes to contact you or appropriate persons within your organisation about HR services unless you/they inform us that you/they do not want to receive such information. You approve such contact being made by post, telephone and email.

- 10.6 We may also process this information for the purpose of compliance with applicable laws and regulations, or to defend ourselves in claims under such laws, or where necessary to exercise our legitimate business interests. Relevant portions of this information may also be used for other secondary administrative and management purposes such as audits and research.
- 10.7 This personal information will be held in accordance with the applicable data protection legislation.
- 10.8 In performing HR services for you, we may also act as a data processor in respect of personal information provided by you, or by third parties on your behalf or which we obtain for you. We will process this personal information in accordance with your instructions and will take appropriate technical and organisational measures against unauthorised or unlawful processing of this personal information and its accidental loss, destruction or damage.
- 10.9 We may share the personal information we hold as a data controller or data processor with our insurers and their advisors, or to third parties and their advisors in connection with any merger, acquisition or disposal of all or part of our business. We will only disclose personal information to other people or organisations:
- 10.10 if we have obtained your consent or instructions to do so; or
- 10.11 where we are required or permitted to do so by law; or
- 10.12 if those people or organisations are providing a service to us or you.
- 10.13 Where we transfer personal information to service providers or advisors in other countries (some of which may be outside the European Economic Area in countries which do not have laws protecting the use of personal information), we will do so on the basis that the recipient provides appropriate technical and organisational measures against unauthorised or unlawful processing of this personal information and its accidental loss, destruction or damage. However, such information may be accessible by law enforcement agencies and other authorities in those countries to prevent and detect crime and comply with legal obligations.
- 10.14 Any personal information supplied by us to you about our employees and/or third parties may only be used for the express purposes for which that information is provided to you.

11. Copyright

- 11.1 We retain ownership of any and all copyright or other intellectual property rights in any media created by us, including but not limited to, documents, e-mails, correspondence, plans, CD-ROMs and spreadsheets, at all times. Subject to

payment in full of our fees, you will have the non-exclusive right to use those media for the purposes for which they have been prepared for you, but you do not obtain ownership of the copyright in the media unless we specifically agree to this in writing.

12. Confidentiality and conflicts

- 12.1 We will keep your affairs confidential unless you instruct us to disclose information or we are compelled to disclose it by law. We may however disclose confidential information to our insurers, our auditors, any auditors we may instruct for the purposes of any externally accredited quality mark or other professional advisers instructed by us provided in all cases that we impose a duty of confidentiality upon them.
- 12.2 Sometimes we may ask other companies, including companies located outside of the United Kingdom, to undertake on our behalf:
- a) back office administration, such as processing invoices, banking administration and, payment and receipt of client monies;
 - b) administrative functions, such as typing and other secretarial services.
- 12.3 We will not disclose any confidential information about your affairs (to another client) or the affairs of any other client (to you), and we will always have implemented a confidentiality agreement with these outsourced providers. If you would like any further detail on what activities are covered, please do not hesitate to contact us. In addition, if you do not want such functions to be outsourced in connection with your work, please tell us.
- 12.4 From time to time an actual or potential conflict may arise between your interests and the interests of another of our clients. In such cases we will discuss the issue with you to determine the appropriate course of action. However if there is a conflict of interests we may have to cease to act for you and/or the other client involved.
- 12.5 We will only consider you a current client for conflict purposes where we are retained on at least one current matter for you. A matter in respect of which a final bill has been submitted or a matter which has been inactive for more than 12 months is not a current matter.

13. File storage

- 13.1 If you have instructed us to retain files, papers or documents in safe custody then we will make charges for that storage and we will retain those documents subject to the terms provided to you from time to time. We will pass on to you

the fees charged to us by any external storage facilities and if you require us to retrieve specific documents or files then we may charge you for the time taken for such retrieval.

- 13.2 Generally files and papers relating to work that we carry out for you will be retained by us for six years after the date of our final invoice, after which they will be destroyed. If you do not wish this to happen then you need to give us written instructions to the contrary so that we can arrange ongoing safe custody on a charged basis, or for your papers to be returned to you. Please note that all of our internal working papers, such as notes, working drafts and internal communications and records belong to us and will be retained and/or destroyed by us in accordance with our normal procedures.

14. Employment Tribunal Claims

- 14.1 If you are successful in defending an employment tribunal claim, you will still have to pay our fees, even if you are awarded costs against the other party. Any amounts paid by that other party may not cover all of our fees. If you lose or withdraw from a case, then you are likely to have to pay towards the costs of the other party and will remain liable for our fees.
- 14.2 In cases before employment tribunals, a party who has acted unreasonably in bringing or conducting proceedings or who has caused a hearing to be delayed can be ordered to pay their opponent's costs.

15. Commissions

- 15.1 We will account to you for any commissions that we are entitled to receive for introductions made by us on your behalf.

16. Our complaints procedure

- 16.1 Our aim is to provide a service of the highest quality. If you feel that we have not met the standards you expect, please let us know immediately. You may raise concerns with Cerys Ashley. If the complaint cannot be resolved informally, we will provide you with a copy of our complaints procedure.

17. Severability

- 17.1 If any part of these Terms of Engagement or any Record of Instructions is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed and will be ineffective but without affecting any other provisions which will remain in full force and effect.

18. Variation

18.1 These Terms of Engagement supersede any earlier terms we may have provided to you and apply to all services provided for you by Ashley HR Consultancy. We reserve the right to amend these Terms of Engagement in the future to comply with a change in the law or by agreement with you.

19. Governing law and jurisdiction

19.1 These Terms of Engagement and matters arising out of them and the provision of services and any goods by us, are governed by English law.

19.2 Except as set out below, the courts of England and Wales will have exclusive jurisdiction to settle any dispute between us (including any claims for set-off or counter claim). Both you and we irrevocably agree to submit to such jurisdiction and irrevocably waive any objection to any action or proceeding being brought in those courts or any claim that such action or proceeding has been brought in an inconvenient forum.

19.3 The agreement contained in the paragraph directly above is included for our benefit. Accordingly, we reserve the right to bring proceedings in any other court of competent jurisdiction and you irrevocably waive any objection to, and agree to submit to, the jurisdiction of such courts. The taking of proceedings by us in one or more jurisdictions will not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

19.4 You agree that any judgment or order of any court referred to above will be conclusive and binding and may be enforced in the courts of any other jurisdiction.