STANDARD TERMS AND CONDITIONS

1. TERMS OF BUSINESS

1.1. These terms, as updated from time to time, together with our Engagement Letter (including any schedule, attachment or annex) which may contain a Service Level Agreement or a Retainer Agreement, form the contract between us (the "**Agreement**").

1.2. If there is any inconsistency between these terms and our Engagement Letter, the Engagement Letter will prevail. Unless agreed otherwise, the receipt by you of services from us will be deemed to be on these terms.

1.3. These terms of business are subject to change from time to time and are updated on our website

1.4. For the purposes of this Agreement, "Business Hours" means 9.00am to 5.30pm Monday to Friday (excluding public holidays in England), unless agreed otherwise in writing.

2. YOU AND ALTUM HR

2.1. Where we say you or your in these terms, we refer to the client identified in the Engagement Letter and anyone authorised to give instructions on that client's behalf. Where we say Altum HR, we, us or our, we mean Josephine Broadstock T/A Altum HR. The Agreement is between you and Altum HR and not with any employee or agent of Altum HR.

3. SCOPE OF SERVICES

3.1. The scope of the services we will provide is described at clause 1 of the Engagement Letter.

3.2. We will provide the services set out in the Engagement Letter and otherwise as agreed by us in writing from time to time in accordance with these terms.

3.3. We will provide our services with reasonable care and skill. We shall proceed on the basis of the instructions and other information we have received from you and will rely on you to tell us as soon as possible if anything occurs which renders any information previously given to us as incorrect or incomplete. We shall not be responsible for any failure to advise or comment on any matter that we specifically exclude in writing or which falls outside the specific scope of our Services.

3.4. Work carried out by third parties and other professionals to assist you in achieving your objectives (even where we have referred you to such third parties or professionals), and objectives in respect of which we have not been specifically instructed or over which we have no control, will not be our responsibility.

3.5. We will assume no responsibility for any failure to advise or comment on any matter which falls outside the scope of our Services.

3.6. You acknowledge and agree that where we believe that you may be acting in an illegal or unlawful manner, we may inform the relevant authorities of our concerns without notifying you. Similarly,

we will not provide advice which enables or encourages, or which otherwise assists a person in carrying out unlawful activity, including tax evasion.

4. ALTUM

4.1. We are registered for VAT purposes. Our VAT registration number is GB 320 284 733.

4.2. We may use email or other electronic means to communicate with you. This carries with it the risk of, but not limited to, interception, inadvertent misdirection or non-delivery. It is your responsibility to carry out a virus check on any attachments received. All risks connected with sending commercially sensitive or other information relating to you and/or your business are borne by you and are your responsibility. If you do not accept this risk, you should notify us in writing that email is not an acceptable means of communication and also ensure that you do not use email to communicate with us.

5. ALTUM HR'S PROFESSIONAL ADVICE

5.1. Where we agree to provide advice, advice which we give to you is restricted to the matter on which we are specifically instructed and may not be relied upon by you in relation to other matters with which you are concerned. We assume no responsibility for your use of our advice outside of the specific matter upon which we are instructed.

5.2. You must not use or rely on our advice for any other purpose or in relation to any other person without our prior written agreement. You must keep our advice confidential and obtain our prior written consent if you wish to disclose our advice to any other person. Nothing in the Agreement confers any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 and we shall not be liable to any other party other than you in relation to any aspects of our advice.

5.3. Our advice is provided in accordance with our professional HR experience and our understanding of relevant employment practice and applicable guidance and legislation as at the date the advice is given.

5.4. You must give us appropriate instructions that allow us to undertake our work properly, not ask us to work in any improper or unreasonable way, not deliberately mislead us, and cooperate with us and any third parties instructed by us on your behalf. This may include the provision of information and documents requested by us, compliance with any applicable time limits and the provision of prompt instructions by you.

5.5. In providing our advice you acknowledge that we will rely on the work, information and advice prepared and provided by you and your other advisers (including any whom you may engage through us).

5.6. We may advise you against taking a particular course of action or advise you that the costs of pursuing any such course of action may be disproportionate and irrecoverable. If we agree to act, notwithstanding this advice, you acknowledge that you will be solely responsible for any adverse consequences of pursuing any such course of action.

5.7. We retain all copyright and other intellectual property rights in all materials and know-how developed or created by us either before or in the course of carrying out any work for you and you agree to protect our copyright and intellectual property rights and notify us should you become aware of any infringement.

5.8. You acknowledge that unless we are instructed otherwise, we shall be entitled to assume that those of your employees, directors, officers and representatives who give us instructions are authorised to do so, and that we may act on their written and oral instructions. If you retain us as agent for a third party, or purport to do so, you warrant that you have the actual authority of that third party to do so.

6. YOUR OBLIGATIONS

6.1. You will supply us with such information and documentation as we shall require to enable us to provide the Services.

In supplying information to us, you will at all times ensure that you provide us with all relevant information required to enable us to provide our Services, and you warrant and represent that the information is correct, complete and not misleading. You will notify us immediately should you become aware of any change, including any change of circumstance, which renders the information provided incorrect, incomplete or misleading.

6.2. You will fully and promptly co-operate with us to enable us to provide our Services in a timely manner.

6.3. If our performance of our obligations under the Agreement is prevented or delayed by any act, omission delay or breach by you, your agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy we may have, we shall be allowed an extension of time to perform our obligations equal to the delay caused by you. You shall indemnify us for any loss or damage suffered or incurred by us in respect of such delay. You acknowledge and agree that no such delay or extension of time shall affect your obligation to pay the Retainer Fee due under the Agreement on time and in full.

6.4. Where we provide you with access to software for the purpose of employee management (the "Software"), you must comply with the provisions of our terms and conditions and acceptable use policy relating to your use of such Software. Breach of such provisions may result in access to the Software being suspended or withdrawn. No refund of fees will be given in these circumstances. In the event that we cease to provide the Software as part of our Services we shall inform you of this in writing.

6.5. As an employer you are under statutory obligations in respect of your employees, including but not limited to obligations in relation to the statutory minimum wage, modern slavery, equal opportunities, whistleblowing and working time regulations. The provision of Services by us does not relieve you of these statutory obligations, which shall remain your responsibility. Subject to

condition 7.7, we shall have no liability in respect of your failure to comply with your statutory obligations.

7. COSTS

7.1. Fees are as set out in the Engagement Letter. The Retainer Fee is payable monthly in advance by Direct Debit. Additional work outside the Services (or beyond included hours/employees) will be charged at the hourly rates set out in the Engagement Letter (or otherwise agreed in writing).

7.2. In consideration of our provision of the services, you shall pay our charges and any disbursements when they become due in full, without any right of set-off.

7.3. We review our professional rates and expenses from time to time. We will provide advance notice of any change and the effective date of any change.

7.4. You remain responsible for paying our fees whether or not you expect that another person/entity may be paying our invoices.

7.5. Unless we agree otherwise, we shall bill you in respect of our services on a monthly basis.

7.6. Our bills become due for payment immediately after you receive them.

7.7. We may charge interest on overdue sums at 8% per annum above the Bank of England base rate from time to time (accruing daily) from the due date until payment is made in full. This is without prejudice to any statutory rights we may have under the Late Payment of Commercial Debts (Interest) Act 1998.

7.8. Our invoices are due for payment immediately on receipt (unless we agree otherwise in writing). If any undisputed sum remains unpaid 7 days after it becomes due, we may (without prejudice to any other rights) suspend the Services and/or terminate the Agreement and charge interest on the overdue sum at 8% per annum above the Bank of England base rate from time to time, accruing daily from the due date until payment is made in full.

7.9. Our charges will, as necessary, comprise our fees, other outlay and expenses, as well as any applicable tax thereon.

7.10. Unless we have agreed a fixed fee in the Engagement Letter, our fees shall be based on the time we spend in dealing with your matter. They may also reflect its nature, urgency and complexity, as well as the responsibility, skill and experience of the HR Professional.

7.11. Any Retainer Fee is non-refundable and no credits are due if you do not use the Services available under the Retainer in any given month.

7.12. Where our fees are based on the time spent, they will be calculated by reference to our hourly rates for the relevant level of professional undertaking the work. Those rates will be our standard hourly rates for such individuals, unless other rates have been agreed in writing with you.

7.13. Our other outlay and expenses may include expenses we incur on your behalf in connection with your matter, such as the cost of instructing an expert, our travel and subsistence costs, and any charge we may make for the provision of copying services.

7.14. Where we incur on your behalf an expense in a foreign currency, at the time of billing we may charge you for any loss arising as a result of a change in the applicable exchange rate.

7.15. If we provide you with an estimate for our charges or a quotation then it is for your guidance only and does not bind us.

7.16. Unless the contrary is expressly stated, our charges, fees, expenses and outlay are quoted exclusive of any applicable tax thereon.

7.17. If you fail to pay our invoices on the due dates then these are good reasons why we can bring our retainer to an end early and prior to the completion of our work.

7.18. We are entitled to retain any of your money, documents or property that have come properly into our possession whilst our charges/fees remain unpaid.

7.19. If you ask us to introduce you to, or coordinate with, third party advisers or service providers, those third parties are responsible for their own advice and services and you remain responsible for paying their fees unless agreed otherwise in writing.

7.20. You agree that you are willing to accept delivery of bills sent in electronic form, including by email or fax to any email address we use to communicate with you.

7.21. Invoices may be paid by electronic transfer, banker's draft, direct Debit or telegraphic transfer. Monies held by us, on your behalf, unless earmarked for other purposes, will be used to pay our invoices and disbursements. Details of our bank account, to which payment should be made will be included on our invoices.

8. TERM AND TERMINATION

8.1. The Agreement will commence on the Start Date stated in the Engagement Letter and continue for the Term stated in the Engagement Letter, unless terminated earlier in accordance with the Agreement.

8.2. Either party may terminate the Agreement immediately by written notice if the other party commits a material breach which (if remediable) is not remedied within 14 days of written notice requiring remedy.

8.3. We may suspend the Services and/or terminate the Agreement on written notice if any undisputed invoice remains unpaid 7 days after it becomes due.

8.4. The Client may terminate the Agreement for convenience by written notice. If the Client terminates for convenience before the end of the then-current Term, the Client shall immediately pay:

a) all fees and charges accrued and unpaid up to the termination date; and

b) the early termination charge set out in the Engagement Letter.

8.5. Termination shall not affect accrued rights and obligations and any provisions which by their nature are intended to survive termination shall continue.

9. CONFIDENTIALITY

9.1. We will keep your affairs confidential from our other clients and anyone externally unless you specifically ask us to disclose the information to them, or we need to do so in order to deal with your matter. You understand that we will not disclose any information to you about other clients.

9.2. In any event, you agree to us releasing confidential information to:

a) our insurers;

b) our advisers/professionals;

c) the tax authorities;

d) any regulatory authorities;

e) any professional advisers that we instruct on your behalf to advise you such as barristers, overseas lawyers and experts; and

f) companies or individuals that provide administration support to the firm such as typing, photocopying, archiving and other associated services.

9.3. We may tell other clients or prospective clients about the services we provide. If we wish to rely on any work that we have undertaken for you to promote our services, we will ask your permission save where details of your matter subsequently enter the public domain in which circumstance you agree that we may publicise our involvement as well as any related information which has entered the public domain.

9.4. We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, email will be our default method of communication.

9.5. We may record calls and monitor emails from time to time for training, regulatory and compliance purposes

9.6. We utilise third party service providers (including those that offer “cloud” services) in order to facilitate the provision of services to you to include document hosting, document transfer, document analysis and processing and document storage.

9.7. We take all reasonable steps to safeguard emails and ensure they remain secure but if you would rather we do not correspond with you in this manner do let us know. If there are physical or email addresses that you do not want us to use to contact you, please ensure that we are informed in writing without further delay.

9.8. We are obliged by our insurers to notify them of any circumstances known to us which may give rise to a claim against us. We are required to tell them (and our brokers) information about you and your instructions to us which is privileged and to supply documents to them. We will only pass on privileged or confidential information in good faith to ensure your legal rights to claim against us are preserved.

9.9. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential. They may only use it for the purposes of administering our insurance arrangements including any claim you might make. We will assume you consent to our sharing information in this way unless you tell us you do not.

10. PRIVACY AND DATA PROTECTION

10.1. The following definitions apply in this condition:

10.2. Applicable Data Protection Laws: to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which we are subject, which relates to the protection of personal data.

10.3. Applicable Laws: to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom; and to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which we are subject.

10.4. Client Personal Data: any personal data which we process in connection with the Agreement, in the capacity of a processor on your behalf.

10.5. Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the UK GDPR.

10.6. EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

10.7. UK GDPR: has the meaning given to it in the Data Protection Act 2018.

10.8. Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This requirement is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

10.9. The parties acknowledge that, for the purposes of Applicable Data Protection Laws, we shall process the condition 15.9 below as a processor on your behalf.

10.10. You warrant that you have all necessary appropriate consents and notices in place to enable lawful transfer of Client Personal Data to us and/or lawful collection of Client Personal Data by us on your behalf for the duration and purposes of the Agreement, and shall indemnify us and keep us indemnified at all times against any and all costs, claims, damages and expenses suffered or incurred by us as a result of the breach by you of such warranty.

10.11. We shall, in relation to any Client Personal Data processed in connection with the performance by us of our obligations under the Agreement:

a) process that Client Personal Data only on your documented written instructions unless we are required by Applicable Laws to otherwise process that Client Personal Data. Where we are relying on Applicable Laws as the basis for processing Client Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;

b) ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

c) ensure that all personnel who have access to and/or process Client Personal Data are obliged to keep the Client Personal Data confidential;

d) taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as this is possible, at your cost, in responding to any request from a data subject and in ensuring your compliance with your obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, taking into account the nature of processing and the information available to us;

e) notify you without undue delay on becoming aware of a personal data breach;

f) at your written direction, delete or return Client Personal Data and copies thereof to you on termination of the Agreement unless required by Applicable Laws to store the Client Personal Data; and

g) maintain complete and accurate records and information to demonstrate our compliance with these data protection provisions and allow for reasonable audits by you (or your designated auditor) on reasonable written notice, to the extent required by Applicable Data Protection Law.

11. YOUR FILE

11.1. Our policy is to archive files and documents for a period of at least 6 years after they are regarded as closed by us. We keep files and documents on the understanding that we can destroy them 6 years after the date of the final invoice. We accept no responsibility or liability for any loss or damage caused by failure to retain such files and documents for a period after such closure and are authorised by you to destroy the files and documents after such time. If you wish to retain your papers please ask for them. Many papers on our files constitute working papers, emanate from yourself or record what has already been sent to you, and as such belong to us and are not papers to which you are entitled.

12. CONFLICTS OF INTEREST

12.1. You agree that instructing us will not prevent us from acting for current or future clients who have, or may in the future have, commercial interests adverse to you.

12.2. We must not act for you where there is a conflict of interest between you and us, or another client of ours. If a conflict arises we will discuss the situation with you with a view to agreeing how the situation can be resolved. You must inform us as soon as possible if you become aware of a potential or actual conflict of interest.

12.3. We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services.

12.4. If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. Where possible this will be done on the basis of your informed consent. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours subject of course to the obligations of confidentiality referred to above.

12.5. If we become aware of a conflict of interest which prevents us from continuing to act for you in relation to any matter we shall inform you immediately. You agree to pay our costs to the date of any such transfer in accordance with these terms.

13. COMPLAINTS

13.1. If you would like to discuss how we can improve our service to you, or if you are dissatisfied with any aspect of our service at any time, please raise the matter with the person you deal with, or with their supervising partner named in your Engagement Letter.

13.2. Our complaints procedure can be found on our website and a copy will be provided to you on request.

13.3. Where outstanding monies are due to Altum HR and you have made a complaint, all monies due to Altum HR will be recovered in the normal way separate to any complaint you may have and in accordance with our terms and conditions of business. In the event your complaint is upheld, any necessary refund will be made upon conclusion of your complaint.

14. OUR LIABILITY TO YOU

14.1. Nothing in the Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot be excluded or limited by law.

14.2. Subject to the above, our total aggregate liability arising out of or in connection with the Agreement (whether in contract, tort, breach of statutory duty or otherwise) shall be limited to 120% of the fees (excluding VAT and expenses) paid by you to us in the 12 months preceding the event giving rise to the claim, in respect of the specific Service and the matter to which the claim relates.

14.3. We shall not be liable for indirect or consequential loss, including loss of profit, loss of revenue, loss of business, loss of goodwill or anticipated savings.

15. GENERAL

15.1. A notice required or permitted to be given by either party to the other under the Agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. If sent by post, notices shall be deemed received on the second business day after posting, or if by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, or where an automated out of office email is generated, when business hours resume or in the case of out of office email, at 9.00 am the day when the person is stated to be returning to work (unless the sender can demonstrate that the mail was received and opened or forwarded before such return date).

15.2. If any provision of the Agreement shall be prohibited by law or adjudged by a court to be unlawful, void or unenforceable, such provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the documents so affected, and shall not in any way affect the validity or enforcement of the remainder of the Agreement.

15.3. No waiver by a party of any breach of the Agreement by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.4. For the avoidance of doubt, we shall be entitled to assign our rights under Agreement. You may not assign your rights under the Contract without our prior written consent.

16. ENTIRE AGREEMENT

16.1. This Agreement (being the Engagement Letter and these Standard Terms) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

16.3. Nothing in this clause shall exclude or limit liability for fraud or fraudulent misrepresentation.

17. LAW AND JURISDICTION

17.1. The Agreement shall be subject to and governed by the law of England and Wales. Any dispute arising from or under the Agreement shall be subject to the exclusive jurisdiction of the courts in England and Wales.

18. VULNERABLE PERSON POLICY

18.1. Altum HR are committed to providing effective support to vulnerable people, please let us know if you have any specific needs or if there are factors that may affect your ability to proceed. Please contact us (at any stage of the claim) by email, letter, or telephone if you wish to discuss support or adjustments to assist you with the claim process.