



## Terms & Conditions of Service

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### 1. Definitions

- 1.1. **Scope:** This document defines the general terms that shall apply to all consultancy agreements and retainer contracts involving Jude Read-HR Consultancy. These clauses are incorporated into and form an integral part of our contract.
- 1.2. **The Parties:** Jude Read-HR Consultancy of England, UK (hereinafter known as 'Jude Read-HR Consultancy') and the Client 'the Client' is the party with whom a contract of supply exists.

### 2. Statement of Professional Standards

- 2.1. Jude Read-HR Consultancy will conduct its business in accordance with the professional standards laid down by the Code of Professional Conduct of the Chartered Institute of Personnel and Development (CIPD).

### 3. Consultancy Services

- 3.1. Jude Read-HR Consultancy Services will provide consulting services to the Client relating to Human Resources work. The specific nature of the services to be provided by Jude Read-HR Consultancy will be as specified in the Quotation ("The Services") and the Quotation will form part of the Contract between Jude Read-HR Consultancy and the Client along with the Terms and Conditions and Processor Agreement.
- 3.2. Subject to any lawful restraint imposed upon it by any other party (such as an obligation as to confidence), Jude Read-HR Consultancy will make available to the Client all knowledge, information and expertise in its possession in performing the services. If the Client wishes Jude Read-HR Consultancy to perform any services other than those specified in the Quotation (including without limitation to provide any additional functionality) or to provide further or other products and / or services, then Jude Read-HR Consultancy shall be entitled to quote the Client separately for the provision of those services or products required and upon acceptance, the terms of this agreement will also apply to those additional services and products.
- 3.3. Unless otherwise agreed in writing by both parties, the terms of this agreement will commence when the Client formally accepts the Quotation and Terms and Conditions in writing, which may be by letter or electronic communication such as by email.
- 3.4. Unless specifically stated as a fixed price quotation, any cost estimates that are, or have been given by Jude Read-HR Consultancy are estimates only.
- 3.5. Actual time spent, products supplied and any other fees such as disbursements etc. will be used as the basis for billing.



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### 4. Time Basis for Contracts

- 4.1. Where applicable, activity time is calculated inclusive of travel time from the prior non-client activity (such as from the consultant's home, office, or third-party premises).
- 4.2. On-site activity is normally provided by the day or half day, except where otherwise agreed in advance. A day will normally be 10.00am – 4.00pm actually on site and half a day on-site amounts to 3.5 hours actually on-site.
- 4.3. Off-site activity time includes all office time spent acting for the Client and may be carried out at any location of Jude Read-HR Consultancy's choosing including Jude Read-HR Consultancy's business premises or any site away from the Client's premises.
- 4.4. Where off-site activity is provided by the hour, all travel, office, administrative, preparatory, production and telephone time in addition to actual client meetings and external interviews are chargeable at the agreed hourly rate as outlined in the Quotation.
- 4.5. Activity logs may be provided to Clients upon request.

### 5. Performance

- 5.1. All commitments with respect to the timing and scope of the project given to the Client by Jude Read-HR Consultancy – whether verbal or written – are made in good faith but are made necessarily in advance of;
- 5.2. Knowing the full scope of the difficulty that may pertain to the performance on specific points (for example, unforeseeable difficulty in obtaining certain information requested by the Client). For this reason, whilst Jude Read-HR Consultancy agrees to use its best endeavours to fulfil such commitments to the Client on the timing and the scope of consultancy and other projects, we cannot guarantee performance in either respect.

### 6. Acceptance

- 6.1. Any instructions received by Jude Read-HR Consultancy from the Client for the supply of services / products and / or the Clients acceptance of the Quotation and the Terms and Conditions shall constitute acceptance of the Terms and Conditions of the Contract.
- 6.2. Upon acceptance of these terms of business by the Client, the terms and conditions contained therein are irrevocable and can only be amended with the written consent of Jude Read-HR Consultancy.
- 6.3. The Client shall give Jude Read-HR Consultancy not less than 28 days prior written notice of any proposed or actual change of ownership or Clients Company name. This also includes Company address, contact numbers and business practice. The Client shall be liable for any losses incurred by Jude Read-HR Consultancy for non-compliance to this clause.



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### 7. Reporting, Meeting and Training

- 7.1. The Client shall ensure its employee(s) (as specified in the Quotation or such other person as the Client shall nominate in writing) is available to meet with Jude Read-HR Consultancy, either face to face, over the telephone or by email when reasonably required by Jude Read-HR Consultancy for the purposes of discussing the status and progress of the services.
- 7.2. If the Client or Client's employee cancels attendance to a pre-arranged meeting within 7 days of that meeting, Jude Read-HR Consultancy is entitled to charge a cancellation fee of 4 hours' work charged at the current hourly rate.
- 7.3. If the Client or Client's employee cancels attendance at a pre-arranged on-site visit day, set training day or event within 7 days of that on-site visit, training day or event, Jude Read-HR Consultancy is entitled to charge a cancellation fee of 100%.
- 7.4. If a Client or Client's employee cancels attendance to a set training day or event that has been pre-arranged within 14 days, Jude Read-HR Consultancy is entitled to charge a cancellation fee of 50%.
- 7.5. Jude Read-HR Consultancy is entitled to charge a cancellation fee of 4 hours' work on behalf of any external services sourced on behalf of the client where the Client or Client's employee cancels attendance to a pre-arranged meeting within 7 working days.
- 7.6. Jude Read-HR Consultancy is entitled to charge a cancellation fee of 8 hour's work on behalf of any external services sourced on behalf of the client such as minute taking where the Client or Client's employee cancels attendance at a pre-arranged on-site visit day, set training day or event within 7 days of that visit.

### 8. Fees and Expenses

- 8.1. Jude Read-HR Consultancy will provide services to the Client and will be entitled to charge the Client for such services at the rates specified in the Quotation.
- 8.2. The remuneration structure agreed between Jude Read-HR Consultancy and the Client may be based on a number of methods, such as a 'retainer' or 'subscription', a 'fixed fee' or an 'hourly rate' or 'time based' rate (i.e. day rate, half day rate, hourly rate) but in any event as outlined in the Quotation.
- 8.3. The 'Retainer' fee or 'Subscription' fee shall be defined as a payment made to secure Jude Read-HR Consultancy's services for a fixed period of time. Fixed fee contracts cover the performance of an agreed service as outlined in the Quotation for an agreed fee. Extra time incurred by Jude Read-HR Consultancy in the performance of the fixed fee component of a contract will be borne by Jude Read-HR Consultancy, unless it is found that the Client has deliberately withheld information pertaining to the delivery of the agreed services, rendering the contract unachievable within the agreed timescales.



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- 8.4. All Quotations are valid for a period of 3 months from date of issue prior to confirmation of engagement of Services by the Client.
- 8.5. Unless otherwise stipulated Jude Read-HR Consultancy's quotations with clients will not include expenses in the pre-arranged fee. Additional fees include but are not limited to mileage, car parking, pre-authorised accommodation costs, room hire costs, recruitment agency /head-hunter fees and any other costs essential to the delivery of the services are levied in addition to the agreed fee.
- 8.6. Expense receipts wherever practical, will be retained by Jude Read-HR Consultancy and will be available for inspection upon request.
- 8.7. The Client will pay Jude Read-HR Consultancy for the cost of any products or services together with Jude Read-HR Consultancy's own charge that it levies for handling and / or obtaining relevant materials.
- 8.8. Retained services are for a period of 12 months and the service will terminate after the period that the 12<sup>th</sup> payment covers has expired. A revised quotation will be issued within the last month of the contractual agreement.

### **9. Payment Terms**

- 9.1. The Client agrees to be bound by the payment terms stipulated within the contract.
- 9.2. Payments may be required in advance of any service delivery, by invoice or by monthly Standing Order as stipulated within the contract.
- 9.3. All invoices rendered by Jude Read-HR Consultancy are payable within 7 days from the date of invoice, unless otherwise agreed within the Quotation. The Client agrees to pay Jude Read-HR Consultancy in full within this time period.
- 9.4. If the client fails to make any payment on time without giving notification of due cause then Jude Read-HR Consultancy reserves the right to withhold delivery of any further consultancy or stages of work contained within the Quotations and will not be responsible for any inconvenience, loss or damage so caused.
- 9.5. Without prejudice to Jude Read-HR Consultancy's rights under this Agreement, Jude Read-HR Consultancy shall be entitled to charge and the Client shall pay interest at 2% above the base lending rate of Barclays Bank PLC per month should the Client fail to pay any invoice by the due date for payment.

### **10. Stage Payments**

- 10.1. Most contracts that extend across several months allow for stage payments. These are negotiated in advance as part of the normal discussions prior to agreement of the Contract and will be outlined in the Quotation.



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- 10.2. Jude Read-HR Consultancy shall have the right to suspend all work on behalf of the client should these payments not be made on time to the agreed schedule. Any adverse impact that this suspension has upon the completion schedule or the quality of the product or service for the Client shall be at the Client's sole responsibility. This right applies not just to the contract in arrears but also any other contracts with the Client, whether or not payments against these contracts are in arrears.
- 10.3. In particular, the Client should note that where it has been agreed that payment of all or part of a contract is to be made 'in advance' work will not commence on the client's behalf until payment is actually received.
- 10.4. Should Jude Read-HR Consultancy issue draft documents for final changes and approval, it has the right under this agreement to the following; from the date that draft documents are issued, the Client has 14 days to submit any revisions required. Should the Client fail to do so, final documents will be issued and invoiced accordingly.

### 11. Cancellation Rights

- 11.1. The contract may be terminated in the following circumstances:

By either party giving 90 (ninety) days' notice in writing to that effect; or

Immediately by Jude Read-HR Consultancy by notice in writing if the Client fails to remedy a breach of this Agreement (including any provision as to payment) within 30 (thirty) days of receipt of a notice from Jude Read-HR Consultancy advising of such a breach requiring it to do so.

- 11.2. The Contract shall be regarded as a whole unless there are break points within it agreed in advance or it is divided into stages or where it is subject to periodic renewal. Where no such division is agreed in advance and stipulated in the contract, the Client shall be liable for the totality of the value of the contract – including all expenses incurred to the date of cancellation – whether or not the Client wishes the work to be completed.
- 11.3. Annually reviewed service contracts, retainers and subscriptions will not be renewed automatically for a further 12-month period.
- 11.4. Where the cancelled contract relates to a retained or subscription service, where the required notice period is given in accordance with the terms and conditions, services will continue to be provided by Jude Read-HR Consultancy for the duration of the notice period, at the end of which time, services will be ceased. Where the Client wishes to cancel but insufficient notice is provided, the 12-month contract will continue to its expiration date and services will continue to be provided up to the date of expiry. Where the Client wishes to cancel a retainer or subscription service with immediate effect, the Client shall be liable for paying for the remainder of the contract up to the date of its expiry.
- 11.5. On termination of this Agreement, however occurring, all money's unpaid by the Client pursuant to this Agreement will immediately become due and payable.



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- 11.6. If such monies remain unpaid for a period of 30 days then (without prejudice to other rights that Jude Read-HR Consultancy may have for breach of this Agreement or otherwise) Jude Read-HR Consultancy will be entitled to cease consultancy services and to retake possession of any products provided.
- 11.7. The Client's obligations within the Contract (including any obligations to indemnify) under the clauses relating to Intellectual Property, High Risk Activities, Liability and Confidentiality shall survive the termination of the Agreement for whatever reason. Jude Read-HR Consultancy's obligations in relation to Confidentiality shall survive the termination of this Agreement for whatever reason.

### **12. Quotation Non –Exclusive**

- 12.1. The Client acknowledges that Jude Read-HR Consultancy is providing Services to the Client on a non-exclusive basis and that Jude Read-HR Consultancy may provide Services of the same or a similar nature as the Services to any other party, unless expressly agreed within the terms of the Quotation.

### **13. No Poaching**

- 13.1. The Client undertakes to Jude Read-HR Consultancy that it will not for a period of 12 months from the termination of this Agreement entice or endeavour to entice away from Jude Read-HR Consultancy any employee of Jude Read-HR Consultancy. The Client acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of Jude Read-HR Consultancy.

### **14. Liability for Advice Given**

- 14.1. Jude Read-HR Consultancy provides information, advice and services in good faith based upon information available and provided by the Client at the time. We do not warrant the accuracy of information provided. It is for the Client to decide whether or not to accept our advice in making his/her own management decisions. We advise that the data critical to a decision should be independently verified prior to being acted upon. Therefore, Jude Read-HR Consultancy accepts no liability for the consequences of its information, opinions and advice, whether direct or indirect.
- 14.2. To the extent permitted by the law, Jude Read-HR Consultancy expressly excludes all conditions and warranties whether express or implied.
- 14.3. Notwithstanding any other provision in this Agreement, in no event will Jude Read-HR Consultancy be liable to any party including the Client for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including for loss of profits, use, data or other economic advantage) however it arises whether for breach of this Agreement or in tort. The Client will indemnify Jude Read-HR Consultancy and keep it indemnified from and against any claims by any third party for or in respect of such damages. Jude Read-HR Consultancy's liability is limited to the value of the contract with the Client or the value of the loss whichever is the smaller.



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14.4. Jude Read-HR Consultancy does not offer employment tribunal insurance, it is for the Client to source their own. Jude Read-HR Consultancy, does hold Professional Indemnity Insurance to which a Client can make a claim against in the event of proven negligence of services that has resulted in a financial loss.

### 15. Publicity

15.1. Jude Read-HR consultancy shall seek the right from the Client to publicise the fact that the Client is, or was, a client and to utilise the clients name in publicity materials in this respect. Jude Read-HR Consultancy may also describe in general terms the type of work conducted for the Client but shall not be permitted to link the two without prior permission of the Client in order to protect confidentiality.

15.2. Wherever the results of any commissioned work are cited by the Client, the Client agrees to make due reference to Jude Read-HR Consultancy so as to make it clear who carried out the work, except where Jude Read-HR Consultancy explicitly waives this right.

### 16. Confidentiality

16.1. Jude Read-HR Consultancy agrees to hold all information provided by the Client confidential where the Client so specifies, save where such information is known to Jude Read-HR Consultancy already, or exists already in the public domain, until, either the information enters the public domain, or Jude Read-HR Consultancy is given the same information by a third party, or is released from its confidentiality requirement by the Client, or the Client is found in breach of contract with Jude Read-HR Consultancy by a court of law (including non-payment of account) or three years have elapsed, whichever is sooner.

16.2. The Client agrees to hold all information about Jude Read-HR Consultancy's proposal(s), fee structures, fees and personnel in the strictest of confidence.

### 17. Declaration

This agreement has been duly executed as a deed on the date stated below.

Signed by.....

Name.....

For and on behalf of (Client Company Name) .....

Date.....