

SERVICE AGREEMENT TERMS AND CONDITIONS OF BUSINESS OF SUPPORTIS LIMITED FOR AN AGREEMENT RELATING TO THE SUPPLY OF EMPLOYMENT LAW, HR AND ASSOCIATED SERVICES

Please read these Conditions carefully as they will form the basis of all Agreements between us for the supply of our Services to you. You acknowledge that unless otherwise expressly agreed in writing between the parties, these Conditions apply to the Agreement to the exclusion of any terms and conditions supplied to us by you or on your behalf.

Definitions and Interpretation

In these Conditions and in the Service Agreement, the following expressions shall have the following meanings unless the context requires otherwise:

"Agreement End Date" means the date set out as such in the Service Agreement;

"Agreement Start Date" means the date set out as such in the Service Agreement;

"Charges" means the charges payable for Our supply of the Services to you, as more specifically set out in the Service Agreement and as the same may be updated from time to time as permitted by the terms of the Service Agreement;

"Claim(s)" means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise);

"Conditions" means the standard conditions for the supply of Services set out in this document (as the same may be amended from time to time in accordance with the provisions of these Conditions), and (unless the context requires otherwise) including the terms of the Service Agreement;

"Confidential Information" means any information of a confidential nature which is disclosed by one party to the other under or in connection with this Service Agreement Or which comes to the attention of such other party as a result of this Service Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such) and including, but not limited to, the content of this Service Agreement;

"Document" includes, in addition to a document in Writing, any information, materials, pictures or other images, or any other record of any information in any form;

"Effective Date" has the meaning given to it in clause [7.1](#) below;

"Finance Provider" means Premium Credit Limited (company number 02015200) whose

registered office is Ermyn House, Ermyn Way, Leatherhead, England, KT22 8UX, or such other company as may be notified to you by us from time to time in writing;

"Force Majeure" means any circumstance whatsoever beyond the reasonable control of either party including, but not limited to war, acts of foreign enemies, terrorism, revolution, riot, civil commotion, fire, flood or other natural disaster or radioactive contamination;

"IPT" means insurance premium tax;

"Losses" will mean all losses including without limitation to financial losses, damages, legal costs and other expenses of any nature whatsoever: **"Minimum Term"** means the minimum term of this Service Agreement as set out in the Service Agreement;

"Party" means a party to this Service Agreement and **"Parties"** will be construed accordingly;

"Personal Data" has the meaning set out in the Data Protection Act 2018;

"Policy of Insurance" means the Employer Protect legal expenses insurance policy governing the relationship between you and the Underwriters;

"Service Agreement" means this Service Agreement between you and us for the supply of Services concluded in accordance with the procedure set out below and subject to these Terms and Conditions of Business at all times,

"Service Proposal" means the proposal issued to you by us prior to the Service Agreement;

"Services" means the specific employment law, HR consultancy and other associated services (including any instalment of them) together with insurance which we are to supply to you under and in accordance with the Service Agreement and Service Proposal;

"Underwriters" means Financial & Legal Insurance Company Limited (company number 03034220) whose registered office is at 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GQ, or such other company as may be notified to you by us from time to time in writing;

"VAT" means value added tax at the prevailing rate when the tax becomes due;

"We, Our and Us" means Supportis Limited (company number 04969146) whose registered office is at 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GQ;

"You, Your and Client" means the person or organisation named in the Service Agreement whose request for Services is accepted by us in accordance with the procedure set out below.

In this Service Agreement, unless the context otherwise requires:

- words importing any gender include every gender;
- words importing the singular number include the plural number and vice versa;
- words importing persons include firms, companies and corporations and vice versa;
- any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- any reference to a clause is a reference to a clause of this Service Agreement;
- the headings to the clauses, schedules and paragraphs of this Service Agreement are not to affect the interpretation;
- any reference to an enactment includes reference to that enactment as amended, updated or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- where the word 'including' is used in this Service Agreement, it will be understood as meaning 'including without limitation'.

1. The Service Agreement

- 1.1 When you sign and submit the completed Service Agreement to us, this constitutes an offer by you to purchase the Services upon and subject to the Conditions and an offer by you to enter into the Policy of Insurance underwritten by the Underwriters. Your offer shall only be deemed to be accepted when we countersign the Service Agreement, at which point and on which date the Agreement between us shall come into existence.
- 1.2 We shall supply and you will accept the Services in accordance with the Service Agreement and Service Proposal (if accepted by us as above), but subject always to these Conditions, which shall govern the contract. We will arrange for the Policy of Insurance to be underwritten by the Underwriters.
- 1.3 Our employees, agents or sub-contractors are not authorised to make any representations or give any advice or recommendations concerning the Services (and your use of them) unless confirmed in Writing by an authorised representative of ours. By entering into this contract you confirm that you do not rely on and we shall not be liable in respect of any such representations, advice or recommendations which are not confirmed by an authorised representative of ours, but nothing in these Conditions affects the liability of either party for statements made fraudulently.
- 1.4 Information, statements or representations contained in any sales literature, quotation, price list, acceptance of offer, invoice or other Document or information issued by us or on our behalf is for illustrative purposes only and you agree to rely upon your own

judgment as to the nature and quality of the Services, their use and application and their suitability for your purposes. Any typographical, clerical or other error or omission in any document or information issued by us or on our behalf shall be subject to correction without any liability on our part.

2. The Services

- 2.1 The quantity, quality and description of the Services provided shall be as set out in the Service Agreement & Service Proposal (if accepted by us), save that the Policy of Insurance will be subject to the Underwriters' terms and conditions as set out in the Policy of Insurance_ You acknowledge that in agreeing to provide the Services, we have relied on you to make disclosure of all relevant information and we shall not be liable for any delay in or failure to provide the Services or any associated costs incurred by you where you have failed to comply with the provisions of this clause.
- 2.2 No Service Agreement which has been accepted by us may be cancelled by you except with our prior written consent and on terms that you will indemnify us against any Losses we may have reasonably and properly incurred as a result of your cancellation (including, without limitation, the requirement to pay to us all of the Charges up to the end of the Minimum Term of the Service Agreement).
- 2.3 We will provide the Services in accordance with the terms of this Service Agreement and with the standards of skill and care to be reasonably expected of a competent consultant operating in the same or similar field to us.
- 2.4 In delivering the Services, we will act in your best interests, subject always to our requirement to comply with any relevant legislation or regulation and, so far as these have a bearing on the delivery of the Services, in accordance with the terms and conditions of your Policy of Insurance.
- 2.5 We will try to perform the Services in as timely a manner as possible but save where stated to the contrary, time will not be of the essence:
 - a) or any times for when the Services are to be performed, whether given or agreed to by us; or
 - b) for the length of time that any of the Services are to take, whether specified or otherwise.
- 2.6 This Service Agreement does not provide contracts of employment for directors or senior management staff and does not include the preparation of covenants or confidentiality agreements, unless specifically stated otherwise.
- 2.7 If you fail to accept performance of the Services for any reason other than the default

by us, you will remain liable for the price of the Services in accordance with the terms of this Service Agreement.

- 2.8 If we fail to perform the Services (or any instalment) for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar services to replace those not performed over the price of the Services.

3. Fees and payments

- 3.1 In consideration of the Services to be provided by us, you will pay to us the Charges, You will pay the Charges by way of the payments set out in the Service Agreement (or if none are set out in the Service Agreement, on an annual basis in advance in equal instalments of the overall value of the Charges)
- 3.2 Where Employer Protect Insurance Premium is included within the scope of this Service Agreement (as indicated in the Service Agreement), IPT in respect of that insurance premium is included within the quoted cost set out in the Service Agreement. However, this is calculated on the basis of the level of IPT in force as at the date the Service Agreement comes into effect. Where, during the life of the Service Agreement, the rate of IPT changes, we will be entitled to adjust the level of the quoted cost for the insurance premium as set out in the Service Agreement (and therefore the overall Charges) with immediate effect to reflect the applicable rate of IPT in force from time to time.
- 3.3 Where Employer Protect Insurance Premium is included within the scope of this Service Agreement (as indicated in the Service Agreement), the premium charged is linked to the number of individuals you employ. Prior to the start of each annual renewal of the Employer Protect Insurance you will be required to make an annual declaration in respect to the number of employees and the Employer Protect Insurance premium you will be required to pay to renew will be adjusted to reflect any change.
- 3.4 All amounts stated in the Service Agreement (or other sums due under the Service Agreement) are exclusive of VAT and for any other applicable taxes or levy, which will be charged in addition at the applicable rate in force from time to time.
- 3.5 Time for payment of the Charges is of the essence of the Service Agreement. If payment of any instalment of the Charges (or other sums due under the Service Agreement) is not received by any due date, we will be entitled (without prejudice to any other right or remedy that may be available to us):

- a) to charge interest on the outstanding amount at the rate of four per cent (4%) per annum above the base lending rate of HSBC plc, accruing daily;
- b) not to provide any further Services or part of the Services or reports; and I or

c) terminate the Agreement (in whole or in part, at our discretion) for reason of your material breach.

- 3.6 All payments made by you will quote the reference number of the Service Agreement. We may, without prejudice to any other rights we may have, set off any its liabilities to you against any liability of you to us.
- 3.7 If any direct debit is returned unpaid or you default on any payment then our obligations and those of the Underwriter under the Policy of Insurance will be suspended until payment is made in full.
- 3.8 Where you have opted in the Service Agreement to pay a monthly fee you will be required to enter into a separate agreement with the Finance Provider in respect to funding the monthly fee. If for whatever reason you have failed to enter into such an agreement within 30 days of the Effective Date the annual fee becomes due in full.

4. Your obligations

- 4.1 You acknowledge and agree that for us to be able to provide the Services in accordance with this Service Agreement, you will (at your own cost), as and when required during the term of the Service Agreement, co-operate with us and provide to us such assistance including, but without limitation, the provision of such documentation and information as we may reasonably require in performing the Services;
- 4.2 You must comply with the terms and conditions of any Policy of Insurance issued by the Underwriter, including the requirements for reporting a claim. Should you fail to comply with these requirements you will not be indemnified by the Policy of Insurance.
- 4.3 You must ensure that the Charges are paid in accordance with the Service Agreement as specified. Should you fail to do so you will have no indemnity under any Policy of Insurance and your service will be suspended until payment is made in full.
- 4.4 We shall not be liable for any delay in or failure to provide the Services or any associated costs incurred by you where you have failed to comply with the requirements imposed upon you by this Clause [4](#).

5. Protection of Confidential Information

- 5.1 The receiving party will keep the Confidential Information of the supplying party confidential and secret, whether disclosed to or received by the receiving party. The receiving party will only use the Confidential Information of the supplying party for the purpose of performing the receiving party's obligations under the Service Agreement and will not disclose the same to any third party unless this Service Agreement allows or the other party's consent has first been obtained. The receiving party will inform its officers, employees and agents of the receiving party's obligations under the provisions of this

Clause [5](#), and ensure that the receiving party's officers, employees and agents meet the obligations.

- 5.2 The obligations of Clause [5.1](#) will not apply to any information which:
- a) was known or in the possession of the receiving party before it was provided to the receiving party by the providing party;
 - b) is, or becomes, publicly available through no fault of the receiving party;
 - c) is provided to the receiving party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
 - d) was developed by the receiving party (or on its behalf) who had no direct access to, or use or knowledge of the Confidential Information supplied by the supplying party: or
 - e) is required to be disclosed by a court order of competent jurisdiction or by the requirements of a regulatory authority to which a party is subject.
- 5.3 The obligations of confidentiality in this Clause 5 shall survive any expiry or termination of the Service Agreement.

6. Warranties, liability and indemnities - your attention is particularly drawn to the provisions of this Clause [6](#)

- 6.1 Subject to the following provisions of this clause, we warrant that (i) we will use reasonable care and skill in performing the Services, (ii) the Services will be performed by persons with appropriate experience and qualification to carry out those Services and the Services will be performed to a standard which conforms to generally accepted industry standards and practices.
- 6.2 Where the provision of the Services includes, or where the continued accuracy of material is dependent upon, the receipt by you of any information, goods or materials created or supplied by a third party, we do not give any warranty, guarantee or other term as to their quality, fitness for purpose, continued availability to you or otherwise, and we will have no liability in respect of the same.
- 6.3 The above warranty is given by us subject to the following conditions:
- a) we shall be under no liability in respect of any defect in the Services arising from any specific requirements of yours or from any information or other material supplied by you;
 - b) we shall not be liable to you or be deemed to be in breach of the Service

Agreement by reason of any delay in performing, or any failure to perform, any of our obligations under the Service Agreement, if the delay or failure was due to any event of Force Majeure; and

c) we shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Services has not been paid by the due date for payment.

- 6.4 A claim by you which is based on any defect in the quality or condition of the Services must be brought to our attention within a reasonable period of completion of performance of the Services, and in any event within a maximum period of seven (7) days from completion of their performance provided that you were aware or reasonably ought to have been aware of such a defect. If you do not notify us accordingly, we shall have no liability for such defect or failure.
- 6.5 Where a warranty claim is correctly notified to us under Clause [6.4](#) above, we shall be given the opportunity to consider such claim and to verify whether the warranty claim is valid.
- 6.6 Where it is determined by us (acting reasonably in the circumstances) that the claim in respect of any of the Services is valid, we may re-perform the Services (or the part in question) free of charge or, at our sole discretion, refund to you the price of the Services (or a proportionate part of the price), and in either case we shall have no further liability to you.
- 6.7 We expressly do not warrant that any result or objective whether stated in this Service Agreement or not will be achieved, be achievable or be attained at all or by a given date.
- 6.8 Nothing in this Service Agreement shall exclude or limit either party's liability to the other in respect of any fraudulent misrepresentation made by it, in respect of death or personal injury caused by its negligence, or in respect of any other matter for which liability cannot be excluded or limited by operation of law.
- 6.9 Subject to Clause [6.8](#) above, neither party shall be liable for any loss of profit, loss of revenue, business interruption, or any special, indirect or consequential losses, whether caused by negligence, breach of duty (statutory or otherwise), breach of contract or otherwise and whether or not such losses were foreseeable at the time of entering the Service Agreement. The provisions of this Clause [6.9](#) shall not apply to Clause [6.11](#) below.
- 6.10 Subject to Clauses [6.8](#) and [6.9](#) above, our liability to you under or in connection with the Service Agreement shall be limited to the extent of any loss, damage, injury, expenses, costs (including reasonable legal costs) that are directly caused by our failure to perform our obligations under the Service Agreement and in any event, the total aggregate limit

of our liability under or in connection with the Service Agreement whether under contract, tort or any other legal basis is limited to the Charges agreed to be paid for the Services under the Service Agreement.

- 6.11 You will indemnify and hold us harmless from and against all Claims and Losses arising from loss, damage, liability, injury to our employees and third parties, infringement of third-party Intellectual Property, or third-party losses by reason of or arising out of any information supplied to you by us. or supplied to us by you within or without the scope of this Service Agreement.
- 6.12 Each of the parties acknowledges that, in entering into this Service Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Service Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Service Agreement to the fullest extent permitted by law. Nothing in this Service Agreement excludes liability for fraud.

7. Duration and Termination

- 7.1 The Service Agreement shall be effective and legally binding upon both parties from the date of our acceptance of your offer as described in Clause [1.1](#) above (the "**Effective Date**"). We shall commence our supply of the Services to you on the Agreement Start Date. Subject to any earlier termination in accordance with its provisions, the Service Agreement shall continue from the Effective Date until the Agreement End Date.
- 7.2 Should you terminate the Service Agreement before the end of its Minimum Term then all remaining instalments of the Charges will become due and payable immediately, save where you have terminated this Service Agreement in accordance with the provisions of Clause 7.3.
- 7.3 Without prejudice to other remedies or rights, either party may terminate this Service Agreement at any time by notice in Writing to the other party and the notice taking effect as specified in the notice:
 - a) if the other Party is in material breach of its obligations under this Service Agreement, and where a breach is capable of remedy, the breach is not remedied with twenty eight (28) days by the other party receiving notice which specifies the breach and requiring the breach to be remedied: or
 - b) if the other party ceases (or threatens to cease trading) or becomes insolvent or if an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or

business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action to those set out in this Clause [7.3.b](#)).

7.4 In the event of expiry or early termination of this Service Agreement for any cause whatsoever, then (i) you will immediately settle all of our outstanding and unpaid invoices and we may immediately submit an invoice for any outstanding sums due under the Service Agreement, such invoices being payable immediately upon receipt by you, (ii) each party will return to the other all of the other party's information or property then in its possession or control and (iii) all rights granted by this Service Agreement for a party to use the information or property of the other shall immediately cease.

7.5 Any provision of the Service Agreement (including the accrued rights and liabilities of the parties as at termination) which expressly or by implication is intended to come into or continue in force on or after termination of this Service Agreement shall remain in full force and effect.

8. Data Protection

8.1 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

8.2 You warrant that you have the right to provide to us and our agents f sub-contractors any Personal Data relating to your officers and employees (or other persons relevant to the supply of our Services) and that we and our agents / sub-contractors have the right to use the Personal Data in connection with the provision of the Services.

9. General

9.1 You may not assign your rights or sub-contract your obligations under this Service Agreement without our prior written consent. We may assign our rights under the Service Agreement and may sub-contract the performance of the Services without requiring your consent.

9.2 The Policy of Insurance, these Conditions, our written confirmation that the Service Agreement and the Service Proposal has come into effect constitute the entire agreement between the parties and supersedes all previous written or oral contracts, representations or understandings between the parties relating to the subject matter of this Service Agreement, The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Service Agreement. Nothing in this Service Agreement excludes liability for fraud.

9.3 In the event of any inconsistency between the terms of the Service Agreement and those of the Service Proposal then the terms of the Service Agreement will prevail.

- 9.4 Neither party will have any liability under or be deemed to be in breach of this Service Agreement for any delays or failures in performance of this Service Agreement which result from a Force Majeure Event. The party affected by such circumstances will promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six (6) months, either party may terminate this Service Agreement by written notice to the other party.
- 9.5 If any provision of this Service Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Service Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Service Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Service Agreement.
- 9.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Service Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 9.7 The validity, construction and performance of this Service Agreement will be governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the parties submit.
- 9.8 We may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of or the Charges for the Services (and where practicable, we will give you at least 30 days' notice of any such change). We may also from time to time, make changes to these Conditions to update any changes in matters such as (for example but without limitation) legislation or our business practice (and where practicable, we will give you at least 30 days' notice of any such change). Save as set out in this clause [9.8](#), this Service Agreement may only be amended in writing signed by duly authorised representatives of the parties.