

TERMS AND CONDITIONS for the provision of Human Resources services

1. Definitions

1.1 In this document, unless the context otherwise requires, the expressions below have the following meanings:

“Client”	any individual, organisation or board of Trustees/Directors which purchases services from the Supplier, and hereinafter referred to as “the Client”, “you” and “your”;
“Schedule”	the separate document, either PDF or email, in which the specific Services to be provided are set out, with timescales, fees, payment terms and other details and any terms and conditions specific to that Service;
“Services”	that which is to be provided by the Supplier to the Client as set out in the Schedule;
“Supplier”	Roots Human Resources CIC, hereinafter referred to as “Roots HR”, “we”, “us”, “our”.

1.2 Any reference in this document to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in this document are for convenience only and shall not affect their interpretation.

2. Application

2.1 These Terms and Conditions shall apply to the provision by Roots HR of Services to the Client, as detailed in the Schedule.

2.2 We accept your instructions in good faith and assume these are provided by an officer of your organisation with authority to procure.

2.3 In the event of conflict between these Terms and Conditions and any other terms and conditions of the Client, the former shall prevail unless expressly agreed by Roots HR in writing. Where the conflict is between these and any other terms and conditions provided by Roots HR in a Schedule or email, the most recent terms will apply.

2.4 If you request Services from us and your request is accepted, our acceptance of your request is conditional on your agreement to these Terms and Conditions in full. For the avoidance of doubt, such agreement will be deemed to be given through the signing and return of the Schedule or an email from an officer of your organisation instructing the commencement of work.

2.5 These Terms and Conditions may be varied by Roots HR from time to time. In the event of any such variation Roots HR will notify you of the new terms. If you do not accept the revised terms and you notify Roots HR accordingly, then the existing terms will apply to any already contracted Services for the duration of the current period of Service provision. In requesting further Services after Roots HR has notified you of changes, then you will be deemed to have accepted the revised terms in full.

3. Statement of Professional Standards

3.1 Roots HR’s business will be conducted in accordance with the Code of Professional Conduct of the Chartered Institute of Personnel and Development.

4. Responsibilities of Roots HR

4.1 With effect from the commencement date of this document, as set out in the Schedule, and in consideration of the fees being paid in accordance with the Payment terms, we will provide the Services expressly identified in the Schedule or otherwise agreed under these Terms and Conditions.

4.2 We will keep and maintain records of work completed and make them available to you in line with the terms of the specific Service.

4.3 We will provide regular reports on the progress of any work being completed on your behalf.

4.4 We will raise any issues or concerns that may be found during the term of the Service provision.

5. Responsibilities of the Client

5.1 You will give Roots HR all proper and necessary and timely instructions, authority, data and information to enable us to undertake lawfully and effectively the Services instructed, and to complete the work within agreed timescales as set out in the Schedule and those instructing us indemnify us accordingly.

5.2 You hold the right to supply Roots HR with any such information, and in doing so do not infringe any rights held by any third party or cause a breach by either party of any regulations or other legal duty owed to any third party.

5.3 You will promptly notify Roots HR if any further or different data, documentation or information comes to your attention which renders any earlier information provided untrue or misleading.

5.4 You will cooperate fully with Roots HR in the provision of the Services.

6. Service Provision

6.1 Roots HR will use all reasonable skill and care to perform the Services identified in the Schedule or otherwise agreed under these Terms and Conditions. Unless expressly agreed in writing no further conditions, warranties or representations are given by Roots HR in relation to the Services and any such terms are excluded to the fullest extent permitted by law.

6.2 All commitments with respect to the timing and scope of a project given to you by Roots HR, whether verbal or written, are made in good faith but are made necessarily in advance of knowing the full scope of the difficulty that may pertain to performance on specific points (for example, unforeseen difficulty in obtaining information or contacting an individual). For this reason, whilst Roots HR agrees to use its best endeavours to fulfil such commitments to you on the timing and the scope of consultancy and other projects, we cannot guarantee performance in either respect.

6.3 Service provision time includes all office, administrative, preparatory (including, but not limited to, receiving, interpreting and clarifying your instructions) and telephone time spent acting for you in addition to actual Client meetings and external interviews. Service provision time also includes travel time which may on occasions be absorbed or waived or charged at a separate rate as per the Schedule. All work is charged at the agreed rate as set out in the Schedule.

7. Fees

7.1 Where Roots HR has provided you with an estimate for Services, we reserve the right to increase that estimate where there is a change in the Services to be supplied under the Schedule.

7.2 You agree to pay our fees in accordance with the Payment terms.

7.3 Our fees are based on a "time-based" (normally daily or hourly except where otherwise agreed in advance) rate or "fixed fee" (where the fee is agreed for the work to be completed regardless of how long it takes). The Schedule lists the basis on which we agree to supply the Services. Any additional work required which is not covered will be agreed with you and will result in a new Schedule being issued.

7.4 You agree to pay Roots HR for any additional Services provided by us that are not specified in the Schedule in accordance with the then current applicable daily or hourly rate in effect at the time of the performance or such other rate as may be agreed. We will not incur these without your prior consent unless circumstances are exceptional.

7.5 All sums payable by either party pursuant to the Schedule are exclusive of any Value Added Tax unless otherwise stated.

8. Expenses

8.1 Roots HR shall be entitled to recover from you reasonable incidental expenses in connection with the provision of the Services.

8.2 The Schedule will set out where expenses will be charged. You agree to reimburse such expenses in addition to the Service fees.

8.3 Expenses will be charged at cost (with the exception of mileage which is charged at the HMRC approved mileage rate of 45p per mile as of January 2021).

8.4 Any additional charge for incidental expenses will normally be waived, except where such costs are significant in value in which case the expense will be agreed with you in advance.

8.5 Every attempt will be made to minimise expenses and we will never pass on to you more than the actual cost incurred.

8.6 Invoices for expenses will normally be presented as a separate item within the invoice for the nearest (time-wise) payment to the expenses being incurred.

8.7 Allowable expenses are charged to you at the gross invoice value.

9. Payment

9.1 Payment of fees rendered by invoice are due as standard, and unless otherwise agreed, within seven days from the invoice date. We are unable to offer credit.

9.2 Payment to us must be for the full amount agreed and as invoiced, and you agree to adjust all payments to take into account any charges levied (such as may be made by the transferring bank) so that the full amount due is received by Roots HR.

9.3 You agree to pay all government taxes and duties, regardless of origin, that may apply to your payments to Roots HR. Each party will be responsible for recovering their own entitlements in respect of pre-payments (such as in respect of VAT or sales tax).

9.4 Interest may be applied to any overdue accounts at a rate of 2% over the HSBC base rate per month on all amounts that remain unpaid 30 days after the agreed payment date. Such interest shall be calculated cumulatively on a daily basis and

shall run from day to day and accrue after as well as before any judgement.

9.5 Where payment has not been received, we reserve the right to withhold Services, documents and information, and have the right to cease to work on your account, and to terminate the engagement if payments are unduly delayed. In such circumstances, Roots HR will not be responsible for any inconvenience, loss or damage caused. This right applies not just to the Service for which the payment is in arrears but also any other Services supplied to you by us, whether or not payments against those are in arrears.

10. Variation and Amendments

10.1 If you wish to vary any details of the Schedule you must notify us in writing at your earliest opportunity. Roots HR shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to you.

10.2 If, due to circumstances beyond Roots HR's control, we have to make any change in the arrangements relating to the provision of the Services in the Schedule, we shall notify you forthwith. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

11. Staff and Contractors

11.1 Roots HR shall be entitled to subcontract, delegate or assign the provision of any Services or any of their rights or duties under these Terms. Roots HR shall have discretion as to which of our Consultants are assigned to perform the Services.

11.2 Where a named Consultant is assigned as your account or project lead, we will use our best endeavours to ensure that this Consultant remains allocated to your account or work for its' duration.

12. Copyright and Intellectual Property

12.1 Roots HR reserves all copyright, intellectual property and any other rights (if any) which may subsist in the products of, or in connection with, the provision of our Services, which includes, but is not limited to, generic and tailored documents, analysis, reports, presentations and training materials etc held both electronically and on paper. Any such materials shall be licensed to you for your internal use only.

12.2 Roots HR reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright or intellectual property.

12.3 You undertake to keep all materials created by Roots HR confidential and not to copy, publish or distribute any such information, materials or documents to any third party without Roots HR's prior written consent (except where such information is in the public domain or you are required to disclose such information by law).

12.4 Your interests in respect of this clause and any materials provided by you to us are protected by Roots HR's blanket confidentiality commitment in respect of the dissemination of any and all materials related specifically to your business outlined in 13. below.

13. Confidentiality

13.1 All data, documentation and information provided by you and advice given by Roots HR is treated in the strictest confidence, disclosed only to those who need access to it in order to deliver Services and stored, whether in hard copy or electronically, under strictest security at our offices.

13.2 We agree never to share information relating to your business with any third party without prior consent, except as

required to complete the Services, and unless required to do so by law or to comply with regulations or quality control reviews. Likewise you agree not to use or copy or allow use of the output of the work we do for you with a third party without our prior permission.

13.3 We may communicate with you electronically and you accept the risks associated with such communications, except anything arising through our negligence or wilful default.

14. Conflicts

14.1 Roots HR will bring to your attention any conflict of interest that may arise between your instructions and the terms under which Roots HR is acting, or has acted, for another client at the time that it becomes apparent to Roots HR (where such third party instructions were received prior to your instructions). Such a declaration by Roots HR will be general in nature so as not to prejudice the confidentiality with the third party. You will notify us if you have any reason to believe that such a conflict has arisen or may arise.

14.2 You recognise that we may have to terminate Services to you in line with clause 21. in the event that a conflict arises between our duties to you and to another client if, in our judgement, we are unable to proceed with the Services and maintain our fiduciary duty.

15. Liability

15.1 Where any loss or damage occurs as the result of you providing misleading, incomplete or false information, no liability will be accepted.

15.2 Roots HR provides information, advice and services in good faith based upon information available to us at the time. We do not warrant the accuracy of information provided. It is for you to decide whether or not to accept our advice in making your own management decision. We advise that any data critical to a decision should be independently verified prior to being acted upon. Therefore Roots HR accepts no liability for the consequences of its information, opinions and advice, whether direct or indirect.

15.3 You agree that the Consultants providing advice, documentation or training are not parties to the Terms and Conditions and that you shall not have any claim against them in negligence or for any other breach of legal obligation arising out of your purchase of a service.

15.4 The advice we give you is not to be used by a third party without our written consent. We also accept no legal responsibility from third party use of the information and advice provided by us.

15.5 Except in respect of death or personal injury caused by our negligence, Roots HR will not by reason of any representation, implied warranty, express condition or other term, or any duty at common law be liable for any loss of profit or any indirect, special or consequential loss (such as lost profit, lost opportunity, lost reputation, lost data), damage, costs, expenses or other claims in connection with the provision of Services or with the use by you of the Services supplied.

15.6 You shall indemnify Roots HR against all damages, costs, claims and expenses suffered by us arising from loss or damage to any equipment (including that of third parties) caused by you, your agent or members of your workforce.

15.7 Without prejudice to other more restrictive limitations elsewhere in these Terms and Conditions, liability on the part of Roots HR is limited to the value of the Services set out in the Schedule or the value of the loss, whichever is the smaller.

15.8 You accept that the limitations of Roots HR's liability set out above are reasonable in all the circumstances.

16. Force Majeure

16.1 Neither Roots HR nor the Client shall be liable to the other or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of either party's obligations if the delay or failure was due to any cause beyond that party's reasonable control and which could not have been reasonably predicted. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

- i. Act of God, explosion, flood, tempest, fire or accident;
- ii. war or threat of war, terrorism, sabotage, insurrection, civil disturbance or requisition;
- iii. Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- iv. Strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of either Roots HR or the Client or of a third party);
- v. Power failure or breakdown in machinery.

16.2 Where the delay caused by events outside either party's control or influence causes such delay that the purpose of these Terms and Conditions is wholly or significantly destroyed, either party shall be entitled in these circumstances to cancel the remaining portion of work set out in the Schedule. In such circumstances, you will not make any further payment of fees but there will be no refund of payments already made (including any payments for any Services that remain unfulfilled) and Roots HR will be entitled to recover any costs already incurred.

17. Waiver

17.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions of this Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision.

17.2 A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and either signed by the waiving party or emailed from the work email address of an appropriate officer of the waiving party's organisation, and then only in the instance and for the purpose for which the waiver is given.

18. Data Protection

18.1 We will process personal and sensitive data provided to us in the course of our work with you (e.g. employee personal data) in line with the requirements of the Data Protection Act 2018 and the UK General Data Protection Regulations (UK GDPR).

18.2 Roots HR will use personal information which we hold about personnel within your organisation to

- i. provide our Services and products and
- ii. for market research purposes and to inform you about our Services and products, legal developments and training sessions or events which we believe may be of interest.

18.3 By providing personal data relating to your employees or others to us, you confirm that you are entitled to disclose that data to us under the terms of the Data Protection Act 2018 and related legislation, and that we are entitled to process such data for the purposes of providing the Services as set out in the Schedule.

18.4 Data, information provided to us and files relating to our work for you are stored electronically and in hard copy in line

with our Data Protection Policy, Appendix 1: Retention of Documents. They are destroyed in line with this policy after the applicable period.

18.5 Copies of case documents we acquire or accumulate through our work will be provided to you upon request on the proviso that our invoices have been paid in full.

19. Publicity

19.1 Roots HR shall have the right, without further reference to you, to publicise the fact that your organisation is, or was, a Client and to utilise your organisation's name in publicity materials in this respect unless you specifically inform us in writing that we may not do this. Roots HR may also describe in general terms the type of work conducted for you, but shall not be permitted to link your organisation and the work undertaken without your prior permission.

20. Recruitment of Personnel

20.1 Each party undertakes not to attempt to solicit or procure the services of staff employed by the other party who are involved in the provision of these Services during the course of period of work covered by the Schedule and for a period of six months thereafter without the written permission of the other party.

20.2 You agree to pay Roots HR a finder's fee should you recruit a Roots HR Consultant to a paid employment position within two years of the conclusion of any work on behalf of you by that Consultant or of that Consultant being introduced to you, whichever is the later.

20.3 The finder's fee shall be 30% of the first year's gross remuneration payable by you or your associates to the Consultant.

20.4 The definition of 'Consultant' shall include all Roots HR employees and associates that are involved in the provision of services to you.

21. Termination

21.1 Roots HR reserves the right to withdraw our Services from you without any requirement of an explanation, upon the giving of notice to you in writing, without liability.

21.2 Roots HR shall be entitled to terminate any Services immediately in the event that you fail to make payment of any fees which are due and payable, or if you are otherwise in material breach of these Terms and Conditions.

21.3 Unless individual Terms apply, and with the express exception of our Retained Services, you or we may terminate our engagement by giving 60 days' written notice.

21.4 Where a termination is by Roots HR, you shall be entitled to a refund of that proportion of any advance of fees that relate to the time not worked at that time.

21.5 Where you terminate a Schedule of work, we reserve the right to retain any prepayment received in respect of the Schedule. As a minimum, you shall pay for all stages of the work in the Schedule that have been commenced. Should you choose not to have work completed on that stage underway prior to termination, you remain liable for payment in full of this stage. You also agree to pay all expenses incurred, whether or not these relate to the stages terminated or to any prior stages.

21.6 In the event of termination, expenses incurred shall be interpreted as including all monies spent on your behalf plus all

spending irrevocably committed to on your behalf by Roots HR up to the date of termination plus any cancellation charges that may be levied by third party suppliers as a result of the termination.

21.7 Roots HR may terminate any agreement forthwith if:

- i. The Client is in breach of any of its obligations hereunder; or
- ii. The Client has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets; or
- iii. The Client has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986; or
- iv. The Client ceases or threatens to cease to carry on business; or
- v. There are any circumstances whatsoever beyond the reasonable control of Roots HR that necessitate the termination of the provision of services.

21.8 In the event of termination under the above clause Roots HR shall retain any sums already paid by you without prejudice to any other rights we may have whether at law or otherwise.

21.9 Clauses which expressly or by implication survive termination shall continue in full force and effect

22. Complaints and Disputes

22.1 We want you to be entirely satisfied with the services provided to you. If, however, you are not satisfied, please notify us without delay. The matter will be dealt with in accordance with Roots HR's Complaints Procedure.

22.2 All unresolved disputes between the parties shall be referred to independent arbitration.

23. Applicable Law and Jurisdiction

23.1 These terms and conditions shall be governed and construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English courts.

24. Integral part of Contract

24.1 In signing the Schedule, you accept that all of these terms have been read, understood and agreed.

24.2 Each of the parties warrants that it has power to enter into this agreement and has obtained all necessary approvals to do so.

24.3 The parties agree that these terms are fair and reasonable in all the circumstances. However, if any part, term or provision of these Terms and Conditions or the Schedule is or becomes or is declared by any court or competent authority to be void, illegal or unenforceable, it will be deemed to be deleted and the remaining provisions will continue in full force and effect.

24.4 Unless otherwise expressly stated, all notices from you to us must be in writing, and posted or emailed to our registered office.

These standard Terms and Conditions apply to all services delivered by Roots HR CIC and should be read in conjunction with those which apply to specific services as detailed on the order confirmation email.