

Terms & Conditions – Mayes HR Consultancy Ltd

- (1) Mayes HR Consultancy Ltd a company registered in England & Wales under number 12639077 whose registered office is at 4 Heather Close, Mount Pleasant, Buckingham, MK18 1FN (“the Service Provider”)
- (1) The Service Provider provides HR Consultancy services to business clients. The Service Provider has reasonable skill, knowledge, and experience in that field.
- (2) The Client wishes to engage the Service Provider to provide the services set out in these Terms and Conditions, subject to the terms and conditions of these Terms and Conditions.
- (3) The Service Provider agrees to provide the services set out in these Terms and Conditions to the Client, subject to the terms and conditions of these Terms and Conditions.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England.;
“Commencement Date”	means the date on which provision of the Services shall commence;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with these Terms and Conditions (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Data Protection Legislation”	means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR;
“Fees”	means any and all sums due from the Client to the Service Provider, in respect to services;
“Services”	means the services to be provided by the Service Provider to the Client from time to time.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:



- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
- 1.2.4 Clause is a reference to a Clause of these Terms and Conditions, as appropriate; and;
- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions.
- 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Provision of the Services

- 2.1 With effect from the Commencement Date, the Service Provider shall provide the Services to the Client.
- 2.2 The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the Human Resources sector in the United Kingdom.
- 2.3 The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services agreed.
- 2.4 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 2.5 The Service Provider may, in relation to certain specified matters related to the Services, act on the Client's behalf. Such matters shall not be set out in these Terms and Conditions but shall be agreed between the Parties as they arise from time to time.
- 2.6 The Service Provider shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.



3. Client's Obligations

- 3.1 The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider's provision of the Services.
- 3.2 The Client may, from time to time, issue reasonable instructions to the Service Provider in relation to the Service Provider's provision of the Services. Any such instructions should be compatible with the specification of the Services.
- 3.3 In the event that the Service Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
- 3.4 If any consents, licences or other permissions are needed from any third parties to enable the Service Provider to fulfil these Terms and Conditions, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- 3.5 If the nature of the Services requires that the Service Provider has access to the Client's premises or any other location, access to which is lawfully controlled by the Client, the Client shall ensure that the Service Provider has access to the same at the times to be agreed between the Service Provider and the Client as required.
- 3.6 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of this Clause 3 shall not be the responsibility or fault of the Service Provider and the Service Provider accepts no liability in respect of any losses or damage arising.

4. Fees, Payment and Records

- 4.1 The Client shall pay the Fees to the Service Provider in accordance with the provisions of the Service Provider's pricing structure; and, or as detailed within the appropriate proposal.
- 4.2 The Service Provider shall invoice the Client for Fees due as they arise or on a monthly basis in the case of retained services.
- 4.3 All payments required to be made pursuant to these Terms and Conditions by either Party shall be made within 30 Calendar Days of receipt by that Party of the relevant invoice.
- 4.4 All payments required to be made pursuant to these Terms and Conditions by either Party shall be made in GBP in cleared funds to such bank in England as the receiving Party may from time to time nominate.
- 4.5 Where any payment pursuant to these Terms and Conditions is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
- 4.6 Without prejudice to sub-Clause 8.3.1, any sums which remain unpaid following the expiry of the period set out in sub-Clause 4.3 shall incur interest on a daily basis at 8% above the base rate of The Bank of England from time to time until payment is made in full of any such



outstanding sums.

4.7 Each Party shall:

4.7.1 keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to these Terms and Conditions to be accurately calculated;

4.7.2 at the reasonable request of the other Party, allow that Party or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of those sums, to take copies of them; and

5. Liability, Indemnity and Insurance

5.1 The Service Provider shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.

5.2 In the event that the Service Provider fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.

5.3 The Service Provider's total liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions shall be limited to the Fees paid by the Client to the Service Provider in respect of the Services.

5.4 The Service Provider shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by the Service Provider.

5.5 Nothing in these Terms and Conditions shall limit or exclude the Service Provider's liability for death or personal injury.

5.6 Neither Party 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 that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

6. Confidentiality

6.1 Each Party undertakes that, except as provided by sub-Clause 6.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of these Terms and Conditions and for 12 months after its termination:

6.1.1 keep confidential all Confidential Information;

6.1.2 not disclose any Confidential Information to any other party;

6.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of these Terms and Conditions;



- 6.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 6.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 6.1.1 to 6.1.4 above.

6.2 Either Party may:

6.2.1 disclose any Confidential Information to:

6.2.1.1 any sub-contractor or supplier of that Party;

6.2.1.2 any governmental or other authority or regulatory body; or

6.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 6.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from

the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 6, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

6.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of these Terms and Conditions, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

6.3 The provisions of this Clause 6 shall continue in force in accordance with their terms, notwithstanding the termination of these Terms and Conditions for any reason.

7. Force Majeure

7.1 No Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

7.2 In the event that a Party to these Terms and Conditions cannot perform their obligations hereunder as a result of force majeure for a continuous period of 3 months the other Party



may at its discretion terminate these Terms and Conditions by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of these Terms and Conditions.

8. Term and Termination

- 8.1 The retainer shall come into force on the agreed Commencement Date and shall continue for a defined Term from that date, subject to the provisions of this Clause 8.
- 8.2 Either party may terminate the retainer by giving the other not less than one month written notice, to expire on or at any time after the minimum term of the retainer (which shall be defined in the retainer)
- 8.3 Either Party may immediately terminate these Terms and Conditions by giving written notice to the other Party if:
- 8.3.1 any sum owing to that Party by the other Party under any of the provisions of these Terms and Conditions is not paid within 60 Calendar Days of the due date for payment.
 - 8.3.2 the other Party commits any other breach of any of the provisions of these Terms and Conditions and, if the breach is capable of remedy, fails to remedy it within 14 Calendar Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 8.3.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 8.3.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 8.3.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under these Terms and Conditions);
 - 8.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 8.3.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 8.3.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of these Terms and Conditions. For the purposes of this Clause 9, "control" and "connected persons" shall have the



meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

- 8.4 For the purposes of sub-Clause 9.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 8.5 The rights to terminate these Terms and Conditions given by this Clause 9 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

9. Effects of Termination

Upon the termination of these Terms and Conditions for any reason:

- 9.1 any sum owing by either Party to the other under any of the provisions of these Terms and Conditions shall become immediately due and payable;
- 9.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of these Terms and Conditions shall remain in full force and effect;
- 9.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of these Terms and Conditions which existed at or before the date of termination;
- 9.4 subject as provided in this Clause 9 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 9.5 each Party shall (except to the extent referred to in Clause 6) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

10. Data Protection

- 10.1 All personal information that the Service Provider may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Client's rights under the GDPR.
- 11.1 For complete details of the Service Provider's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Service Provider's Privacy Notice available from [MayesHR](#)

11. Data Processing

- 11.1 In this Clause 11, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in Article 4, EU Regulation 2016/679



General Data Protection Regulation (“GDPR”).

11.2 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 11 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.

11.3 For the purposes of the Data Protection Legislation and for this Clause 11, the Service Provider is the “Data Processor” and the Client is the “Data Controller”.

11.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in a Schedule agreed by the Parties.

11.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in these Terms and Conditions.

11.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these Terms and Conditions:

11.6.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.

11.6.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken shall be agreed between the Data Controller and the Data Processor.

11.6.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and

11.6.4 Not transfer any personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are satisfied:

11.6.4.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;

11.6.4.2 Affected data subjects have enforceable rights and effective legal remedies;

11.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to



any and all personal data so transferred; and

11.6.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.

11.6.5 Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);

11.6.6 Notify the Data Controller without undue delay of a personal data breach;

11.6.7 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of these Terms and Conditions unless it is required to retain any of the personal data by law; and

11.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 12 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.

11.7 The Data Processor shall not sub-contract any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 11 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints a sub-processor, the Data Processor shall:

11.7.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor by this Clause 11 and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and

11.7.2 Ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.

11.8 Either Party may, at any time, and on at least 30 Calendar days' notice, alter this Clause 12, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to these

12. No Waiver

No failure or delay by either Party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of these Terms and Conditions shall be deemed to be a waiver of any subsequent breach of the same or any other provision.



13. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of these Terms and Conditions into full force and effect.

14. Costs

Subject to any provisions to the contrary each Party to these Terms and Conditions shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of these Terms and Conditions.

15. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under these Terms and Conditions or any other agreement at any time.

16. Assignment and Sub-Contracting

16.1 Subject to sub-Clause 16.2; These Terms and Conditions is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

16.2 The Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of these Terms and Conditions, be deemed to be an act or omission of the Service Provider.

17. Time

The Parties agree that the times and dates referred to in these Terms and Conditions are for guidance only and are not of the essence of these Terms and Conditions and may be varied by mutual agreement between the Parties.

18. Relationship of the Parties

Nothing in these Terms and Conditions shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in these Terms and Conditions.

19. Third Party Rights

19.1 No part of these Terms and Conditions is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions.

19.2 Subject to this Clause 19 these Terms and Conditions shall continue and be binding on the



transferee, successors and assigns of either Party as required.

20. Notices

20.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

20.2 Notices shall be deemed to have been duly given:

20.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

20.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

20.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

20.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

21. Entire Agreement

21.1 These Terms and Conditions contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

21.2 Each Party acknowledges that, in entering into these Terms and Conditions, it does not rely on any representation, warranty or other provision except as expressly provided in these Terms and Conditions, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

22. Counterparts

These Terms and Conditions may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

23. Severance

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

24. Dispute Resolution

24.1 The Parties shall attempt to resolve any dispute arising out of or relating to these Terms and Conditions through negotiations between their appointed representatives who have the



authority to settle such disputes.

- 24.2 If negotiations under sub-Clause 24.1 do not resolve the matter within 30 Calendar Days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.
- 24.3 If the ADR procedure under sub-Clause 24.2 does not resolve the matter within 30 Calendar Days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 24.4 The seat of the arbitration under sub-Clause 26.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 24.5 Nothing in this Clause 24 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 24.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 24 shall be final and binding on both Parties.

25. Law and Jurisdiction

- 25.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 25.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.