

## DANTON HR LTD

### STANDARD TERMS OF BUSINESS

#### 1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply to these Terms.

**Capacity:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

**Confidential Information:** confidential information in whatever form relating to your business, customers, products, affairs and finances for the time being confidential to you.

**Contract:** the contract between you and us for the supply of Services in accordance with these Terms.

**Deliverables:** all documents, products and materials developed by us or our agents, subcontractors, consultants, and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

**Individual:** means Nicola Roke or qualified Substitute, Office 20 Greenbox, Westonhall Road, Stoke Prior, Bromsgrove, Worcs, B60 4AL or such other person as specified.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Proposal:** your order for the Services as set out at the front of these Terms.

**Services:** the services that we are providing to you in a consultancy capacity as set out in the Proposal.

**Substitute:** a substitute for the Individual appointed under the terms of clause 4.2.

**Terms:** the terms and conditions set out in this document.

**Training Session:** any training session, seminar or workshop provided by us in accordance with these Terms.

**We/us:** Danton HR Ltd with our registered office at Office 20 Greenbox, Westonhall Road, Stoke Prior, Bromsgrove, Worcs, B60 4AL, a company registered in England and Wales under company number 09393783. Our VAT registration number is 289 2538 55.

**Writing or written:** includes email.

- 1.2 The headings do not affect the interpretation of these Terms.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

## **2. Basis of Agreement**

- 2.1 These Terms and the Proposal constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us that is not set out in these Terms or the Proposal.
- 2.2 If any of these Terms are inconsistent with any term of the Proposal, the Proposal shall prevail.
- 2.3 These Terms shall become binding on you and us and a contract shall be formed between us upon the earlier of (a) you signing and returning to us the Proposal; or (b) you instructing us to commence work in relation to the Proposal (whether in writing, (including by email) or orally), whichever is the earlier.
- 2.4 Any quotation for the Services is given on the basis that a binding contract shall only come into existence in accordance with Clause 2.3.

## **3. Your Duties**

You will:

- 3.1 provide to us all the information we reasonably request to allow us to provide the Services;

- 3.2 co-operate with us in all matters relating to the Services;
- 3.3 provide, for us, our agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to your premises, office accommodation, data and other facilities as we reasonably require in order to provide you with the Services.
- 3.4 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services.

#### **4. Our Duties**

- 4.1 We shall procure that the Individual shall:
  - (a) provide the Services with all due care, skill, and ability.
  - (b) unless prevented by ill health or accident, devote such time to the carrying out of the Services as may be necessary for their proper performance.
  - (c) use reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time for performance by us shall not be of the essence of this Contract; and
- 4.2 We may, subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services in place of the Individual, provided that the Substitute shall be required to enter into direct undertakings with you, including with regard to confidentiality. If you accept the Substitute, we shall continue to invoice you in accordance with clause 5 and shall be responsible for the remuneration of the Substitute.
- 4.3 We may use a third party to perform any administrative, clerical, secretarial or other functions which are reasonably incidental to the provision of the Services provided that you will not be liable to bear the cost of such functions.

#### **5. Fees and Booking**

- 5.1 The charges for the Services are as set out in the Engagement Letter/Proposal/Email sent to you.
- 5.2 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Proposal.

- 5.3 For Training Sessions or other Services where the Proposal refers to one single payment, we will invoice you for the fixed price in advance.
- 5.4 Where the Proposal refers to payment of a deposit, stage payments or retainers we will invoice you for the deposit in advance and for each stage payment or retainer at the time or at the stage of the project specified in the Proposal.
- 5.5 Where the Services are provided on a time-and-materials basis:
- (a) the charges payable for the Services shall be calculated in accordance with our standard hourly or daily fee rates as amended from time to time;
  - (b) our daily fee rates are calculated on the basis of a seven and a half-hour day worked between 9.00 am and 5.00 pm on weekdays (excluding weekends and public holidays); and
  - (c) we will invoice you monthly in arrears unless other arrangements (such as stage payments) are set out in the Proposal.
- 5.6 Where no specific Training Sessions are specified in the Proposal or where you wish to book additional Training Sessions, you may agree these with us by telephone or email.
- 5.7 Training sessions - where additional Training Sessions are booked, we will invoice you after you have made a booking and before the relevant Training Session(s) and you must pay us in full in cleared funds before the relevant Training Session.
- 5.8 We reserve the right to charge our full hourly rate for travel time along with 45p per mile mileage rate.
- 5.9 All charges are stated exclusive of VAT which shall be added to the charges at the applicable rate (where necessary).
- 5.10 You must pay each of our invoices in full, and in cleared funds by the payment method specified on the invoice, within 14 days of the date of the invoice.
- 5.11 Without prejudice to any other right or remedy, if you fail to pay the invoice on the due date, we may:
- (a) charge interest on the sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Santander, accruing on a daily basis

and being compounded quarterly until payment is made, whether before or after any judgment and you shall pay the interest immediately on demand; and

(b) suspend all Services until payment has been made in full.

5.12 All charges are stated exclusive of expenses incurred by us. Subject to your prior written consent, you will reimburse us for all training venue, hotel, subsistence, travelling, stationery, materials, postage, other administrative costs and any other ancillary expenses reasonably incurred by us or the Individual in providing the Services. Such expenses may be invoiced by us at cost at such times as we think appropriate. Invoices relating to the costs of hiring training venues must be paid in full in cleared funds prior to the date of the Training Session.

## **6. Cancellation**

6.1 Retained services are for an initial 36-month period, followed by 3 month rolling notice period.

6.2 You may cancel any in house Company Training Session (but no other Services) by notice in writing to us.

6.3 On cancellation of an in-house Company Training Session, you must pay us the following fees:

(a) if notice of cancellation is received 14 days or less before the start of the relevant Training Session, a cancellation fee of 100% of the fee for the Training Session;

(b) if notice of cancellation is received more than 14 but less than 28 days before the start of the relevant Training Session, a cancellation fee of 50% of the fee for the Training Session;

(c) if notice of cancellation is received more than more than 28 days but less than 40 days before the start of the relevant Training Session, a cancellation fee of 25% of the fee for the Training Session; and

(d) if notice of cancellation is received more than 40 days before the start of the relevant Training Session no cancellation fee is payable.

## **7. Other activities**

7.1 Nothing in these Terms shall prevent us or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation provided that such activity does not cause a breach of any of our obligations under these Terms.

## **8. Confidential information and our materials**

8.1 We acknowledge that in the course of providing the Services we will have access to Confidential Information, including employees' personal data and other restricted confidential company records and information. We shall not and we shall procure that the Individual shall not (except in the proper course of our duties) use or disclose to any third party any Confidential Information.

8.2 You will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and which we or our employees, agents, consultants or subcontractors have disclosed to you and any other confidential information concerning our business or our products and services which you may obtain.

8.3 The restrictions do not apply to:

(a) any use or disclosure required by law or authorised by the party to whom the information relates;  
or

(b) any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure by the party to whom the information does not relate.

8.4 All materials, equipment and data which we supply to you shall, at all times, be and remain our exclusive property, but shall be held by you in safe custody at your own risk and maintained and kept in good condition by you until returned to us and shall not be disposed of or used other than in accordance with our written instructions or authorisation. Any materials, equipment and data which you supply to us shall be held in safe custody and returned, as requested.

## **9. Data protection**

9.1 You consent to our holding and processing data relating to you for legal, personnel, administrative, management and marketing purposes.

9.2 You consent to our making such information available to those who provide products or services to us such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of us or any part of our business.

9.3 You consent to the transfer of such information to our business contacts (such as server hosts) outside the European Economic Area.

## **10. Intellectual property**

10.1 We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Services and the Deliverables and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Services or the Deliverables. We grant you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the Deliverables for the purposes for which the Services were provided only.

10.2 You acknowledge that, where we do not own any of the materials or content which we submit to you, your use of rights in such materials or content is conditional on our obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle us to license such rights to you.

## **11. Termination**

11.1 Retained services are for an initial 24-month period, followed by 3 month rolling notice period.

11.2 You may terminate this Contract if we commit any serious or repeated breach or non-observance of any of the provisions of this Contract and such breach is not remedied within 14 days of notification of breach.

11.3 Notwithstanding the provisions of clause 2 or clause 11.1, we may terminate this Contract with immediate effect with no liability to provide any further services to you if at any time:

- (a) you fail to make a payment when due and payable under this Contract.
- (b) you commit any gross misconduct affecting our business;
- (c) you commit any serious or repeated breach or non-observance of any of the provisions of this Contract;
- (d) you are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- (e) you commit any fraud or dishonesty or carry out business or otherwise act in any manner which in our opinion brings or is likely to bring us into disrepute or is materially adverse to our interests.
- (f) an order is made or a resolution is passed for your winding up, or circumstances arise which entitle a court of competent jurisdiction to make an order winding you up;

- (g) an order is made for the appointment of an administrator to manage your affairs, business and property, or documents are filed with a court of competent jurisdiction for the appointment of an administrator for you, or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);
- (h) a receiver is appointed of any of your assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager for you, or if any other person takes possession of or sells your assets; or
- (i) you make any arrangement or composition with your creditors, or make an application to a court of competent jurisdiction for the protection of your creditors in any way, or become bankrupt; or
- (j) you cease, or threaten to cease, to trade; or
- (k) you take or suffer any similar or analogous action in any jurisdiction in consequence of debt; or
- (l) being an individual, you are subject to a bankruptcy order or are made bankrupt.

11.4 Notwithstanding clause 11.3, we reserve the right to terminate our contract, including Retained Services, by giving one month's notice to you.

11.5 Our rights under this clause 11 are without prejudice to any other rights that we might have at law to terminate the Contract. Any delay by us in exercising our rights to terminate shall not constitute a waiver of these rights.

11.6 We shall not be obliged to retain documents and information relating to you after termination of this Contract.

## **12. Obligations on termination**

On termination of this Contract, you shall immediately pay to us any unpaid fees or other sums payable under this Contract. Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.



### **13. Status**

Our relationship to you will be that of independent contractor and nothing in these Terms shall render us or the Individual your employee, worker, agent or partner and we shall not hold ourselves out as such.

### **14. Limitation of Liability**

14.1 Other than (i) liability for death or personal injury to any person caused by our negligence, (ii) liability for any fraud or fraudulent misrepresentation made by us or (iii) liability for any other matter which we may not legally exclude or limit, we exclude all liability for any loss or damage suffered by you resulting from the Contract (including all consequential loss or damage howsoever caused and whether or not this was in your or our reasonable contemplation and including any loss or damage suffered by you as a result of advice or opinions given by the Individual or by any of our employees, agents, consultants or subcontractors).

14.2 If we are prevented from or delayed in performing our obligations by your act or omission (or the act or omission of your agents, subcontractors, consultants or employees) or by any circumstance outside of our control, we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

14.3 In the event that we are found liable to you for any loss or damage, this liability shall be limited to the amount of any fees you paid to us in accordance with these Terms in the 12 months preceding the judgment. In the event that a court of competent jurisdiction does not allow such limitation on liability and awards damages against us in excess of such amount, you agree to release us from all damages and liability in excess of such amount.

14.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

14.5 This clause 14 shall survive termination of the Contract.

### **15. Notices**

All notices sent by you to us must be sent to Nicola Roke, Managing Director, Danton HR Ltd, Office 20 Greenbox, Westonhall Road, Stoke Prior, Bromsgrove, Worcs, B60 4AL or by email

to [nicola@dantonhr.com](mailto:nicola@dantonhr.com). We may give notice to you at either the e-mail or postal address you provide to us in the Proposal or as subsequently notified by you. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

## **16. Assignment and subcontracting**

- 16.1 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms.
- 16.2 You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms.

## **17. General**

- 17.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 17.2 No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 17.3 Except as set out in these Terms, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by us.
- 17.4 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

17.5 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.