

Loates Business Solutions Ltd

Terms & Conditions for the Supply of HR,  
Training and Recruitment Services



**Loates**

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## 1. Terms and conditions

- 1.1. The following terms and conditions apply to the Contract and each future request for the supply of services and/or materials received by Us from time to time unless otherwise agreed in writing.
- 1.2. Your communication of a request to Us for the supply of services and/or materials signifies Your acceptance of these terms. These terms take precedence over any terms and conditions provided by You, whether attached to, enclosed with, or referred to in any purchase order or elsewhere. They may not be changed except by written agreement between Us and You.
- 1.3. These Conditions apply to and form part of the Contract between us and you. They supersede any previously issued terms and conditions of supply
- 1.4. We will use reasonable care and skill in the production and supply to You of the Deliverables as per the Brief.

## 2. Definitions

- 2.1. In these terms and conditions, the following words shall have the meanings given in this clause:
  - 'Attendees' means the people notified by You to Us who will be present at the Location to receive the Training Services.
  - 'Brief' means the written quote that describes the Deliverables, their intended use, and any predetermined timing for supply as stated at the beginning of these terms and conditions.
  - 'Cancellation Charges' means the fee that You must pay to Us if You cancel, as defined in clause 19.
  - 'Candidate' means a person introduced by Us to You for consideration for a job or project.
  - 'Course Date' means the date agreed upon by You and Us for the training session.
  - 'Compensation' means the fee for the Recruitment Services.
  - 'Contract' means the agreement formed by You signing the Brief and returning it to Us, consisting of the Brief and these conditions.
  - 'Contract Price' means the price of the Deliverables provided in accordance with these Conditions.
  - 'Course Fees' means the fee charged by Us for the Deliverables as specified on our website or outlined in the Brief.
  - 'Deliverables' means the services and/or materials that We will provide under this Contract, as described in the Brief. This includes HR Services, Recruitment Services, Training Services, and Wellbeing Services.
  - 'Engage(s)' (or 'Engagement' or 'Engaged') means the employment, hiring, or use of a Candidate by or on behalf of You, whether directly or indirectly, under a contract of service or contract for services, on a permanent, temporary, or other basis. 'Re-engages' has a similar meaning.
  - 'Force Majeure' means an event beyond Our control, such as strikes, lock-outs, natural disasters, pandemics, wars, riots, compliance with laws or governmental orders, accidents, equipment failure, fires, floods, storms, or supplier/subcontractor defaults.

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- 'HR Services' means the provision of HR advice and guidance to You or Your nominated representative and in accordance with Schedule 1
  - 'Job Cost' means the fee charged by Us for the Deliverables, as specified in the Brief.
  - 'Location' means the place where the Training Services will be provided, as detailed in the booking confirmation (this may be virtual).
  - 'Parties' means both 'You' and 'Us'
  - 'Placement' means the period when a Candidate works for You, or could reasonably be expected to commence work with You. Starting when the Candidate first reports to You for duty (or, if earlier, when the Candidate begins the work or services) and ending when the Candidate completes all the work or services.
  - 'Project' means the job described in the Brief.
  - 'Recruitment Services' means the exclusive search and introduction of Candidates for vacancies that You have informed Us about and in accordance with Schedule 3.
  - 'Rights' means all intellectual property rights, such as copyright, design rights, patents, trademarks, database rights, and any other similar rights or forms of protection worldwide, relating to the Deliverables.
  - 'Training Services' means the services provided by Us to You or a third party, including in-house or open training courses on topics agreed upon in advance with You and in accordance with Schedule 2.
  - 'Us', 'We' or 'Our' means Loates Business Solutions Limited (Company number: 07752261).
  - 'You' or 'Your' means the person, company, or organisation entering into this agreement with Us as described in the Brief, or the Training Services as described on Our website.

### **3. Compensation, Payment and Charges**

3.1. We have three methods of pricing, these are:-

- 3.1.1. fixed price quote; or
- 3.1.2. time spent 'pay as you go'; or
- 3.1.3. variable price quote

3.2. The preferred method of charging for the Project will be agreed with You and confirmed in the Brief.

3.3. In return for Our production and supply of the Deliverables You shall pay the Job Cost in accordance with the payment schedule set out in the Brief.

3.4. Without prejudice to any other right or remedy that it may have, if You fail to pay Us on the due date, We may charge You interest at 4% per year above the base rate of Barclays Bank plc from time to time accruing daily and compounded annually on every invoice overdue for payment calculated from the date of the invoice until the date of payment whether before or after judgment, and may suspend all of its obligations hereunder until payment has been made in full. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

3.5. We reserve the right to require You to pay the total Job Cost up front before We commence any work. If a final Job Cost has not been agreed at the time of concluding the Contract, We will require You to pay a percentage of the estimated total Job Cost

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in advance to cover Our time attending meetings and/or producing Deliverables in advance of a final sign-off by You of the budget.

- 3.6. All Charges and sums quoted (unless otherwise specified) are exclusive of any VAT, for which You shall be additionally liable at the applicable rate.
- 3.7. You must pay to Us all and any reasonable expenses and legal costs incurred by Us in taking any steps, including Court action but excluding adjudication, to enforce the Your obligations under the Contract for the payment of any monies owed by You to Us.

#### **4. Brief, Deliverables and changes**

- 4.1. You promise that the information provided in the Brief is completely accurate. Since the Job Cost and delivery dates of the Deliverables are based on the Brief, any changes made to it after the Contract is signed may result in additional charges for our time and work.
- 4.2. These changes could be due to modifications made by You, delays in providing us with materials, information, instructions, or approvals, providing us with faulty materials, or any other circumstances beyond our control. It may also cause delays in delivering the services. You are responsible for paying these extra charges and reimbursing us for any third-party expenses we incurred based on the original Brief.

#### **5. Approvals**

- 5.1. Once You have given written approval for the final copy, materials, layouts, designs, or similar items, it means You have given Us permission to proceed with production or publication as needed.
- 5.2. If we send You material for final approval, it is important for You to carefully review it and notify us of any errors or changes in writing by email, or post. We will do our best to make the requested changes, but we may charge extra if these alterations go beyond the original Brief or if You notify us more than three (3) working days after receiving the material. If errors are not reported or there is a delay in reporting them before publication, we will not be held responsible for those errors. We will also not be held responsible for errors if You choose not to pay for proofs or mock-ups or if You do not allow enough time to review layouts, copy, or other content aspects.

#### **6. Rights**

- 6.1. You will have a license, free of royalties, to use the Deliverables once You have paid the relevant invoice. This license allows You to use the Deliverables for the purposes, in the territories, and for the products or services defined in the Brief. However, this license will automatically be terminated if either:
  - 6.1.1. You do not fully pay the Job Cost by the due date.
  - 6.1.2. If as a company, a resolution is passed for winding up (except for a solvent merger or reconstruction) or a court makes an order to that effect.
  - 6.1.3. If a partnership or other unincorporated association is dissolved or (being a natural person) dies;
  - 6.1.4. becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or
  - 6.1.5. has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or
  - 6.1.6. ceases, or threatens to cease, to carry on its business.

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- 6.2. If You want to use the Deliverables in ways that go beyond what is defined in the Brief, You must seek prior written consent from Us.
  - 6.3. The ownership of the Rights remains with Us, unless and until any assignment or transfer of the Rights is agreed upon in writing between the parties.
  - 6.4. It should be clear that if We present any material to You that goes beyond what is defined in the Brief, You do not have the right to use any material from that presentation unless a separate contract is agreed upon between the parties.

## **7. Publicity and examples**

- 7.1. Even if the Rights are licensed or otherwise transferred as described in clause 6, We will still have the right to use the Deliverables for advertising or promoting Our work.
- 7.2. You are not allowed to remove any logos or references to Us from any of the work included in the Deliverables.

## **8. Expenses**

Where extra expenses are incurred, either as a result of alterations to the original Brief or otherwise at Your request, You shall pay such expenses by way of settlement of the relevant invoices within fourteen (14) days of the date of the relevant invoice.

## **9. Data protection**

You are responsible for ensuring that any "Personal Data" (as defined by the Act) that You supply to Us been collected within the terms of the Data Protection Act 2018. We agree to process the data in accordance with lawful and reasonable written instructions provided by You.

## **10. Trademarks and domain names**

- 10.1. If We use any trademarks, trading styles, or trade names ('Marks') owned or controlled by You in the Deliverables, We have the right to use those Marks to fulfil Our obligations under the Contract. Our use of the Marks does not give Us any ownership rights over them, but We can use them to promote and advertise Our work during and after the production and supply of the Deliverables.
- 10.2. It is Your responsibility to ensure that all domain names used in connection with the Deliverables are properly registered and do not infringe any third-party rights. You are also responsible for using any Marks, including those supplied by Us as part of the Brief, in a way that respects Your rights and does not infringe any third-party rights.
- 10.3. Unless otherwise stated, the intellectual property in any software, specifications, material, procedures, data, or intellectual property used by Us in the preparation of the material produced by Us remains Our property.
- 10.4. All confidential information, copyright works, database rights, toolsets, inventions, patent rights, and other intellectual property rights that exist at the start of the Project and are used by either party during the Project remain the property of the party that originated them.
- 10.5. If new designs or processes emerge during the Project or as a result of the Project, You acknowledge that they will be Our property unless otherwise agreed in writing by Us.

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## **11. Property**

If We provide the Deliverables to You in the form of computer disks or other electronic storage methods, We still own those storage media and may ask You to return them to Us. If We provide You with Deliverables in digital form, You are not allowed to modify or use it for purposes outside of what is agreed upon in this Contract without Our explicit written permission.

## **12. Liability and Insurance**

12.1. Nothing in these terms and conditions shall exclude or restrict Our liability for death or personal injury resulting from negligence, liability for fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

Subject to this:

12.1.1. Our total liability to You in contract law or in tort or otherwise howsoever arising in relation to this Contract is limited to Our Job Cost or Course Fees for the Deliverables;

12.1.2. We shall not be liable in any way in respect of any failure, delay or defect in the supply or use of the Deliverables caused by the supply or specification by You of unsuitable material or content or by the reproduction of the Deliverables by a third party; and

12.1.3. We will not be liable to You for economic loss including loss of profits, business, contracts, revenues, goodwill, production and anticipated savings of any description howsoever caused and even if foreseeable Us.

12.2. All warranties, conditions and other terms implied by statute, common law or otherwise are hereby excluded from the Contract to the fullest extent permitted by law.

12.3. We carry professional indemnity insurance giving You cover of £2 million for any one claim for negligence. We accept no liability for any loss or damage beyond the level of Our insurance cover.

12.4. Nothing in these terms will limit or exclude our liability for:

12.4.1. death or personal injury caused by negligence

12.4.2. fraud or fraudulent misrepresentation; or

12.4.3. any other losses which cannot be excluded or limited by law.

## **13. Force Majeure**

13.1. We will not be held responsible if We are unable to fulfil Our obligations under this Contract due to a Force Majeure event.

13.2. If a Force Majeure event prevents Us from providing any of the Deliverables for more than two (2) weeks, We have the right to terminate this Contract by giving written notice to You. This is in addition to any other rights or remedies We may have.

## **14. Our status**

We act in this Contract as a principal and not as agent for You and will enter into all related contracts as principal.

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## **15. Sub-contracting and assignment**

We may sub-contract any or all of Our rights or obligations under this Contract and may with Your consent, such consent not to be unreasonably withheld or delayed, assign the benefit and burden of its rights and obligations under this Contract to any other entity or person.

## **16. Confidential information and non-solicitation**

- 16.1. Neither party should share any private information they receive about the other party during this Contract or any previous discussions, except for information that is already publicly known or if there is a breach of this clause or any other confidentiality obligation.
- 16.2. You must not, while you are our client or for six (6) months after you stop being our client, try to hire or persuade any person who worked for or currently works with Us in the previous twelve (12) months to leave our employment or service.

## **17. Termination**

- 17.1. Either party may by notice in writing to the other terminate this Contract on one or more of the following events:
  - 17.1.1. if the other shall fail to make any payment due under this Contract within seven (7) calendar days after the due date, or to remedy any other breach within thirty (30) calendar days after being required to do so in writing; or
  - 17.1.2. if the other shall fail to make any payment due under this Contract within seven (7) calendar days after the due date, or to remedy any other breach within thirty (30) calendar days after being required to do so in writing; or
  - 17.1.3. if the other shall be involved in any of the situations described at clause 6.1 above.
  - 17.1.4. If it is our reasonable belief that You do not operate in accordance with our values, or CIPD Code of Ethical Conduct or You act in a manner that we consider inappropriate or unprofessional towards Us.
- 17.2. Any termination shall be without prejudice to the parties' accrued rights and liabilities, for example, Our entitlement to payment for work done.

## **18. Dispute resolution**

- 18.1. Both parties will try their best to talk and find a fair solution if any major disagreement arises about the Project, these Conditions, the services, or a breach of the Contract.
- 18.2. If both parties can't reach an agreement through talking, either party can suggest using a neutral advisor or mediator ("the Advisor") to help them find a solution before going to court. The cost of the Advisor will be split equally between both parties.
- 18.3. If both parties still can't agree after trying with the Advisor for twenty-one (21) days, either party can choose to go to court to settle the dispute.

## **19. Entire agreement**

- 19.1. This Contract is the complete agreement between the parties regarding the subject matter within the Contract. It replaces all previous discussions, communications, and agreements between the parties.
- 19.2. Each party acknowledges that they have relied only on the promises, terms, and information explicitly stated in this Contract. Except for what is specifically



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mentioned in these terms and conditions, neither party has any liability for any other promises or information unless it was intentionally deceptive.

**20. Third party rights**

Unless explicitly stated in this Contract, no one who is not a party to this Contract can enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

**21. Service of notices**

Any written notice required by this Contract should be sent to the current address where the recipient conducts their business. Notices can be delivered in person, by mail, or by post.

**22. Governing law and jurisdiction**

This Contract and any disputes or claims arising from it or related to it will be governed by and interpreted according to English law. Each party agrees to submit exclusively to the jurisdiction of the courts of England and Wales.



**Schedule 1**  
**Terms for HR Services**

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**1. Acceptance / Rejection or cancellation of HR services**

- 1.1 Unless We have agreed in advance on a fee for rejection, You cannot terminate the Contract, claim a breach of the Contract, or seek to cancel, reduce, or get a refund of the Job Cost based on style or composition.
- 1.2 Once the Contract is finalised according to these terms and conditions, if You decide to cancel afterwards or cease to co-operate with Us to progress the Deliverables You will still be responsible for paying the full Job Cost as if the cancellation did not occur. This excludes any third-party expenses that We can avoid liability for based on our existing contractual commitments to suppliers.
- 1.3 If You have not rejected the work for HR Services or the Project within seven (7) days after completion (where applicable), it will be considered that You have accepted the work.
- 1.4 Time is not a critical factor for the provision of HR Services or the Project, regardless of any contrary provision.



**Loates**  
Management  
Training

## **Schedule 2**

### **Terms for Training Services**

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#### **1. Booking and Payment**

- 1.1. Upon submitting a booking for a place or places on an event, whether online, in writing or by telephone, You will be given confirmation of acceptance of the order. You must purchase the event(s) by paying the appropriate fees as set out on the website or Brief.
- 1.2. Payment should be made by:
  - 1.2.1. online by credit or debit card using the payment gateway system on the website at the time of booking, or following the payment gateway link issued on the invoice.
- 1.3. If You are not booking an event online, an invoice for payment of the required fees will be sent to the address You provided at the time of booking (whether it's a physical address or an email address). It is Your responsibility to ensure that the provided address is correct.
- 1.4. You are required to pay the invoice within fourteen (14) days from the date stated on the invoice.
- 1.5. If VAT is applicable, We will inform You of any changes in the VAT rate. If the rate of VAT changes between the date of Your order and the date the product is supplied, We will adjust the VAT rate You pay.
- 1.6. We reserve the right to change venues (within a reasonable travelling distance) and substitute trainers and consultants at our discretion.
- 1.7. If We are unable to deliver the service in person, both parties may agree on an alternative digital platform for delivery.

#### **2. Face to face and digital training**

- 2.1. The event(s) will be held on the specified date and at the venue mentioned in the booking confirmation unless there are any changes.
- 2.2. Prior to digital training, both You and We will make our best efforts to ensure that the chosen platform is accessible and capable of delivering and receiving the service to a satisfactory standard.
- 2.3. Neither party will be held responsible for any faults or failures of the agreed platform that may occur during the service delivery, if such issues are deemed beyond our control.

#### **3. Cancellation of training services**

- 3.1. We reserve the right to cancel or alter the Course Dates or the provision of Training Services or the Location and the individual or the organisation providing the Training

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Service or make reasonable variations to the courses without prior notice. In event of cancellation by Us, the booking will be transferred to the next available course.

3.2. Where You cancel any Training Services or the Attendees fail to attend at the Location on the Course Date to receive the Training Services the following charges will be paid by You to Us within seven (7) calendar days of the cancellation or non-attendance:

3.2.1. Fifty per cent (50%) of the Job Cost where cancellation is within twenty-eight (28) calendar days of the Course Date;

3.2.2. One hundred per cent (100%) of the Job Cost where cancellation is within fourteen (14) calendar days of the Course Date;

3.2.3. One hundred per cent (100%) of the Job Cost where the Attendees fail to attend at the Location on the Course Date to receive the Training Services.

#### **4. Transfer of training services**

4.1 We reserve the right to make the following charges if You make a request to transfer Your booking/s to a later date and we consider the request unreasonable in the circumstances. Whether the request is reasonable or not will be subject to Our discretion. You shall not be required to pay a transfer fee if the transfer is due to cancellation or variation by Us:

4.1.1. One hundred per cent (100%) for transfers made within three (3) calendar days of the Course Date;

4.1.2. Fifty per cent (50%) for transfers made between three (3) and fourteen (14) calendar days of the Course Date;

4.1.3. Free of charge for all transfers made fourteen (14) calendar days or greater before the Course Date.

4.2. The transfer option only relates to Attendees who are transferring to a different date on the same course. The choice of course date must be specified at the time of transfer (otherwise the instruction will be considered a cancellation).

4.3. The option to transfer can only be used once for each Attendee, after which any transfer will be considered a cancellation.

4.4. You may transfer a place on a course for one Attendee to a substitute Attendee free of charge.

4.5. You may cancel the Training Services by telephone but such cancellation must be confirmed immediately in writing (by e-mail or post) to the postal or email address notified by Us. The terms outlined in clause 3. Cancellation of training services will apply.



### **Schedule 3**

#### **Terms for Recruitment Services**

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#### **1. Compensation**

- 1.1. We will provide the Recruitment Services to You, and in return, You will pay the agreed Compensation, as outlined in the Brief
- 1.2. Whilst We are an exclusive provider of a Candidate for a particular role, You shall inform Us within seven (7) calendar days of the occurrence of any of the events envisaged in line with the provisions of this clause 3.5, and shall pay Compensation that would have been due to Us for an Engagement where:
  - 1.2.1. Although no Engagement occurs initially, a Candidate accepts an offer of employment with You within six (6) months of their introduction by Us; or
  - 1.2.2. Irrespective of whether or not an Engagement resulted from the introduction of a Candidate by Us, the Candidate is introduced by You to a third party within six (6) months of Our last communication and such introduction results in an offer of employment, whether made through another recruitment agency, third party or by the You directly.
- 1.3. Recruitment Services Compensation shall be calculated as a percentage of the salary of the Engaged Candidate. This percentage shall be agreed by the parties. For avoidance of doubt, where an offer of employment is accepted by the Candidate but (through no fault of the Candidate) no Engagement occurs, Compensation shall still be due.
- 1.4. You acknowledge and agree that:
  - 1.4.1. We are entitled to charge 15% of the first year's salary for an Engaged Candidate, or otherwise We are entitled to estimate the salary.
  - 1.4.2. If You cancel a Placement or cease to co-operate with Us about a Placement after requesting us to supply a Candidate but before the Candidate starts working, or a Candidate has been placed with You. You will be required to pay fifteen percent (15%) of the Compensation as if the Placement had taken place.
  - 1.4.3. If multiple employment agencies submit details of the same Candidate to You, we, as the exclusive and approved provider, will be considered as the one who introduced the Candidate to You. Therefore, we are entitled to receive the Compensation that would have been due for an Engagement.

#### **2. General Terms**

- 1.5. We will make reasonable efforts to introduce a Candidate to You who is suitable for the type of work You specify. However, we do not guarantee that we will find a suitable Candidate for every vacancy You notify us about.
- 1.6. We will:
  - 1.6.1. Ensure that any Candidate we submit for a vacancy has given their consent for their details to be shared.

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- 1.6.2. Provide You with full access to the Candidate's details once they have been introduced, and You are authorised to contact the Candidate directly at any stage of the recruitment process.
  - 1.6.3. Supply You with copies of relevant qualifications, authorisations, and non-confidential references in our possession, unless prohibited from obtaining, verifying, or disclosing them.
  - 1.7. By requesting us to introduce Candidates for a vacancy, You authorise us to advertise the vacancy. However, we are not authorised to use Your name, logos, or trademarks without Your prior written permission (which will not be unreasonably withheld or delayed). You are not liable for any advertising, promotional, or marketing costs incurred by us (unless this has been specifically agreed in the Brief).

### **3. Termination**

If a Candidate leaves Your employment within 12 weeks of having commenced employment, for any reason apart from redundancy, provided that You inform Us in writing of the termination of employment, We will introduce a free replacement Candidate if so requested by You.