

**TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES TO HR INDEPENDENTS LIMITED**

**HRi EXPERT AGREEMENT**



**SUCCESS TOGETHER**

This agreement is dated [DATE] *[insert date of last signature of the Agreement]*

## **PARTIES**

(1)

[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Supplier**)

(2)

HR Independents Limited, trading as HRi, registered in England and Wales with company number 11992190701, and with its registered address at Stonehouse Park Sperry Way, Stonehouse, Gloucestershire GL10 3UT (**HRi**)

## **BACKGROUND**

(A)

The Supplier is in the business of providing the Services.

(B)

HRi wishes to obtain and the Supplier wishes to provide the Services on the terms set out in this agreement.

## **AGREED TERMS**

### **1. Interpretation**

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

**Agreement:** the contract between HRi and the Supplier for the supply of Services in accordance with these Conditions.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by HRi for the supply of the Services in accordance with 6 (Charges and payment).

**Commencement Date:** the earlier of: a) the date of first provision of the Services by the Supplier to HRi; or b) the date of final signature of this Agreement.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 12.5.

**Control:** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

**Data Protection Laws** means, as each may apply to the provision of the Services, the Data Protection Act 2018, the General Data Protection Regulation, including where and to the extent retained in the laws of England and Wales (the “GDPR”) and any legislation which implements any of them.

**HRi Materials:** has the meaning set out in 3.3(j).

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

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

**Services:** the services, including any Deliverables, to be provided by the Supplier under the Agreement, as set out in the Specification.

**Specification:** the description or specification for the Services agreed in writing by HRi and the Supplier.

## 1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes fax [and email **OR** but not email].

## **2. Term**

- 2.1 The Agreement shall come into existence on the Commencement Date, and shall continue unless or until terminated in accordance with Clause 11.
- 2.2 These Conditions apply to the Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

## **3. Supply of Services**

- 3.1 The Supplier shall for the duration of the Agreement provide the Services to HRi in accordance with the terms of the Agreement.
- 3.2 The Supplier shall meet any performance dates for the Services notified by HRi to the Supplier.
- 3.3 In providing the Services, the Supplier shall:
- (a) co-operate with HRi in all matters relating to the Services, and comply with all instructions of HRi;
  - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
  - (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that HRi expressly or impliedly makes known to the Supplier;
  - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to HRi, will be free from defects in workmanship, installation and design;
  - (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
  - (h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services;
  - (i) observe all health and safety rules and regulations and any other security requirements that apply at any of HRi's premises;

- (j) hold all materials, equipment and tools, drawings, specifications and data supplied by HRI to the Supplier (**HRI Materials**) in safe custody at its own risk, maintain HRI Materials in good condition until returned to HRI, and not dispose or use HRI Materials other than in accordance with HRI's written instructions or authorisation; and
- (k) not do or omit to do anything which may cause HRI to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that HRI may rely or act on the Services.

#### **4. HRI remedies**

- 4.1 If the Supplier fails to perform the Services by the applicable dates, HRI shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
  - (a) to terminate the Agreement with immediate effect by giving written notice to the Supplier;
  - (b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - (c) to recover from the Supplier any costs incurred by HRI in obtaining substitute services from a third party;
  - (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and
  - (e) to claim damages for any additional costs, loss or expenses incurred by HRI which are in any way attributable to the Supplier's failure to meet such dates.
- 4.2 If the Supplier has supplied Services that do not comply with the requirements of 3.3(d) then, without limiting or affecting other rights or remedies available to it, HRI shall have one or more of the following rights:
  - (a) to terminate the Agreement with immediate effect by giving written notice to the Supplier;
  - (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
  - (c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services;
  - (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - (e) to recover from the Supplier any expenditure incurred by HRI in obtaining substitute services or deliverables from a third party; and

- (f) to claim damages for any additional costs, loss or expenses incurred by HRi arising from the Supplier's failure to comply with 3.3(d).
- 4.3 These Conditions shall extend to any substituted or remedial services provided by the Supplier.
- 4.4 The HRi's rights and remedies under the Agreement are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

## **5. HRi's obligations**

The HRi shall:

- (a) if and where applicable, provide the Supplier with reasonable access at reasonable times to HRi's premises for the purpose of providing the Services; and
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

## **6. Charges and payment**

- 6.1 The Charges for the Services shall be calculated in accordance with Schedule 1 (Services), and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by HRi, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2 The Supplier shall invoice HRi on completion of the Services. Each invoice shall include such supporting information required by HRi to verify the accuracy of the invoice, including the relevant purchase order number.
- 6.3 In consideration of the supply of the Services by the Supplier, HRi shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 6.4 All amounts payable by HRi under the Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to HRi, HRi shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.5 If HRi fails to make a payment due to the Supplier under the Agreement by the due date, then HRi shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this 6.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow HRi to inspect such records at all reasonable times on request.

6.7 The HRi may at any time, without notice to the Supplier, set off any liability of the Supplier to HRi against any liability of HRi to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises

under the Agreement. Any exercise by HRi of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.

## **7. Intellectual property rights**

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any HRi Materials) shall be owned by the Supplier.

7.2 The Supplier grants to HRi, or shall procure the direct grant to HRi of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence during the term of the Agreement to copy and modify the Deliverables (excluding HRi Materials) for the purpose of receiving and using the Services and the Deliverables.

7.3 HRi grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by HRi to the Supplier for the term of the Agreement for the purpose of providing the Services to HRi.

7.4 All HRi Materials are the exclusive property of HRi.

## **8. Indemnity**

8.1 The Supplier shall indemnify HRi against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by HRi arising out of or in connection with:

- (a) any claim brought against HRi for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services (excluding HRi Materials); and
- (b) any claim made against HRi by a third party arising out of, or in connection with, the supply of the Services.

8.2 This 8 shall survive termination of the Agreement.

## **9. Data protection**

Each party shall comply with their data protection obligations under Data Protection Laws.

## **10. Insurance**

During the term of the Agreement and for a period of two years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement and shall, on HRi's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **11. Termination**

11.1 Without limiting or affecting any other right or remedy available to it, HRi may terminate the Agreement:

- (a) with immediate effect by giving written notice to the Supplier if:
  - (i) there is a change of control of the Supplier; or
  - (ii) the Supplier's financial position deteriorates to such an extent that in HRi's opinion the Supplier's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
  - (iii) the Supplier commits a breach of 3.3(h),
- (b) for convenience by giving the Supplier five working days' written notice.

11.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction]; or
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.



## **12. Consequences of termination**

- 12.1 On termination of the Agreement for any reason, the Supplier shall immediately deliver to HRI all Deliverables whether or not then complete, and return all HRI Materials. If the Supplier fails to do so, then HRI may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safekeeping and will not use them for any purpose not connected with the Agreement.
- 12.2 Termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 12.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

## **13. General**

- 13.1 **Force majeure.** Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for two weeks or more, the party not affected may terminate the Agreement by giving seven days' written notice to the affected party.

### **13.2 Assignment and other dealings.**

- (a) HRI may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.
- (b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement [without the prior written consent of HRI].

### **13.3 Confidentiality.**

- (a) Each party undertakes that it shall not at any time during the Agreement, and for a period of two years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3(b).
- (b) Each party may disclose the other party's confidential information:
- (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for

the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this 13.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

13.4 **Entire agreement.** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.5 **Variation.** Except as set out in these Conditions, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

13.6 **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.7 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Agreement. If any provision or part-provision of this Agreement is deemed deleted under this 13.7, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provisions.

13.8 **Notices.**

(a) Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to [hello@hrindependents.co.uk](mailto:hello@hrindependents.co.uk) in the case of HRi, and to [xxx] in the case of the Supplier, or other such email address as may be notified by one party to the other from time to time.

- (b) A notice or other communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by fax[ or email], at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this 13.8(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This 13.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

### 13.9 **Third party rights.**

Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

13.10 **Governing law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

## **Schedule 1 Services Specification**

The Supplier shall act as an 'HRI Expert', as set out in this Schedule 1, and subject to and in accordance with the Conditions.

### **WHAT DOES AN HRI EXPERT DO?**

**An HRI expert or professional specialist** means a person who has an in-depth knowledge of, and is acknowledged as an authority by **professional** peers in a **professional** discipline, field of work or a range of disciplines or fields.

HRI work with Experts that can lead webinars, workshops and other events to upskill our independent HR members to grow their practices. Our experts may come from the HR & People community or work in business or professional services.

### **COMPENSATION**

As an HRI Expert, you are required to deliver regular taster webinars (up to an hour in duration) to HRI members and non-members to introduce your area of expertise to attendees. Whilst the webinar will be free for participants to attend, attendees will be encouraged to make a donation to HRI's charity of the year.

Following the free webinar, Experts will be able to run a paid Masterclass for HRI members and non-members. The price of this masterclass will be agreed between the Expert and HRI, with a split of 60% of the fee being payable to the Expert and 40% being paid to HRI.

HRI will organise, host and publicise both the free webinar and the paid Masterclass.

The Expert is also expected to publicise the free webinar and paid Masterclass through their normal promotional channels including but not limited to their website, and social media channels.

The HRI expert is also able to sell pre approved goods, products or services in the HRI shop and will only be charged 10% commission on anything they sell.

### **PARTICIPATION**

All Experts are required to be experts in their field and the topic they are presenting on. All Experts will be required to demonstrate their expertise through evidence of relevant qualifications, membership of professional bodies, links to previous talks or presentations, and references/testimonials.

You undertake that you will only give talks, webinars, presentations or training in topics or subjects within your area of expertise. You will ensure that your actions (including any social media activity) will not bring the reputation of HRI into disrepute.



Signed by [NAME OF  
DIRECTOR] for and on behalf  
of [NAME OF SUPPLIER]

.....  
Director

Signed by [NAME OF  
DIRECTOR] for and on behalf  
of HRI

.....  
Director