

Stellar HR agrees to provide you with consultancy, HR, training and development services as specified in the relevant proposal document. This agreement shall be construed in accordance with English Law and the English courts have exclusive jurisdiction. The services will be delivered according to the following terms and conditions:

1. The registered company address for Stellar HR is 18 Calder Drive, Snaith, East Yorkshire, DN14 9TD.
2. Linda Underhill runs Stellar HR. Initial contact can be made to linda@stellarhr.co.uk or on 01405 861521 or mobile 07920 137739.
3. Stellar HR will provide a service to you as external consultants and nothing in this agreement shall be construed as an offer or acceptance of employment, or as making us or any of our consultants or associates an agent of your organisation. We will invoice you for our services and hold full responsibility for taxes, NI and any VAT due to be paid. During the course of our work with you, we may agree that one of the consultants within our organisation or one of our associates shall represent your organisation, and that will be agreed on a case-by-case basis.
4. If we agree that additional or associate consultants are required for a project, Stellar HR will at all times remain the lead consultant and your first point of contact. The agreement for provision of services remains between your organisation and Stellar HR. We reserve the right to provide associate consultants to assist in providing our services to you.
5. Stellar HR will maintain the confidentiality of your contact details and any information we gain about your company and/or individual employees in the course of our work. We will not share your details with any third parties without your prior consent unless legally required to do so. Data stored on our computers and on paper records is stored securely and we comply with relevant data protection requirements. We agree not to use any information for purposes other than those agreed for the services we will provide to you.
6. When we are providing individual advice, coaching, or group training sessions, the content of discussions during these times remain confidential between Stellar HR and the parties involved. The organisation may receive a brief report of the outcomes only if this is agreed in advance with the participants.
7. Stellar HR will provide a proposal or schedule of works prior to our working together. We will then agree the specific details of the service that will be provided. We agree to provide a service that meets the objectives and outcomes we agree, as far as this is within our control. We reserve the right to change some aspects of the service in order to best meet the needs of the individuals we are working with or to meet changing demands as the project progresses. Stellar HR do not take responsibility for service objectives not being met, where this is within the personal control, or choice of the individuals in your organisation that we are working with, or where this is due to issues arising within your business, or other and unforeseen events.
8. Neither you nor Stellar HR shall be liable for any failure or delay in performing their obligations under these Terms and Conditions where such failure or delay results from any cause that is beyond either your or their reasonable control. 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.
9. During the period of time that Stellar HR are contracted to provide you with a service, we and any of our associates will act in good faith and in a manner that is professional, courteous and in the best interests of the organisation and the individual employees. We will utilise our skills, experience, knowledge and expertise to achieve the maximum return on investment for the service you have contracted us to provide. In return, we expect to be treated in a similar manner.
10. Stellar HR will provide you with fee information prior to the start of our working together. Once we have agreed a fee, this can only be varied by mutual agreement or by our prior notification to you of an annual fee increase in the case of on-going or retained services. If the scope of work changes such that extra fees are applicable, we will notify you in advance. Once a proposal has been accepted and a fee agreed, if you wish to vary or change any of the details you must notify Stellar HR in writing as soon as possible. Stellar HR shall endeavour to make any required changes and will invoice you for any additional costs incurred. Fees

are quoted exclusive of VAT, travel and other reasonable expenses unless otherwise specified. Expenses will usually be agreed prior to commencement of work and subject to the needs of the service provided.

11. Stellar HR will invoice you either as follows or according to a schedule that we agree prior to the start of our working together.

- (a) For Consultancy & HR Support – monthly invoices submitted with first invoice to be submitted at end of the first calendar month in which we start working together. For ad-hoc projects invoice submitted on completion of the work required or at staged payment intervals throughout the project as agreed. An initial deposit may be required in advance, and this will be outlined in the proposal or works schedule submitted prior to us commencing work with you.
- (b) For Retained Outsourced HR Services – first month or part month's fee to be paid in advance, then agreed monthly retainer amount to be paid by standing order and received by Stellar HR on the 1st working day of each subsequent month so that payment is in advance for that following month. Three months' notice is required to cancel this retained agreement.

Any work in addition to the scope of the retainer will be invoiced as (a) above. Travel expenses incurred in the conduct of retained HR services will be added to the subsequent month's invoice or invoiced separately as agreed.

- (c) For Training & Coaching – invoices to be submitted on completion of the training day(s) if these are one-off event bookings, or a number of bookings within a short time period. Where a series of training events are booked over a longer time period, invoices will be submitted monthly or at agreed payment intervals as per the consultancy terms above. An initial deposit may be required in advance, and this will be outlined in the proposal or works schedule submitted prior to us commencing work with you.

12. Payment is due as follows:

- (a) For outsourced retained HR Services the first month or part month fee is due on presentation of invoice prior to the work commencing. Subsequently, payment is due on the 1st of each month.
- (b) For Consultancy, adhoc HR Support, Training and Coaching the agreed deposit is required on presentation of invoice prior to the work commencing. Payment for work completed is due on presentation of the invoice.
- (c) Payments can be made by standing order, cheque or electronic fund transfer.

13. In accordance with The Late Payment of Commercial Debts (Interest) Act 1998, Stellar HR reserves the right to charge interest at 8% above the prevailing Bank of England rate. Additionally, for significantly delayed payments, we reserve the right to charge reasonable debt recovery costs, in accordance with the limits specified in this legislation. If for any reason you reach a situation where you will be unable to pay in accordance with these outlined Terms and Conditions, please advise us so that we may discuss alternative payment arrangements. We will only discuss alternative payment terms in exceptional and/or unforeseen circumstances.

14. Once an agreement is made for Stellar HR to provide any service other than the outsourced retained HR Support, the following conditions apply to cancellations made prior to the agreed start date or scheduled work dates or during the time in which an agreed work schedule is due to run:

- (a) For cancellation up to and including 10 working days before the start date or any booked day/part day of work, the full fee will be charged.
- (b) For cancellation between 11 and 20 working days before the start date or any booked day/part day of work, 50% of the fee will be charged.

- (c) For cancellations longer than 20 working days before the agreed start date or any booked day/part day of work, we reserve the right to charge £100 administration fee per day/part day plus the costs of any planning meetings and resources already purchased.
 - (d) For a request to reschedule dates there is no additional charge but we reserve the right to invoice on the date as if the service was provided when originally scheduled. If no mutually agreeable alternative dates can be found, we reserve the right to charge as if a cancellation has been made.
 - (e) In addition, for cancellations or rescheduled dates, we will invoice for all out of pocket expenses.
15. For outsourced retained HR Support Services the minimum termination period is three months, during which time full payment is due each month.
16. For consultancy services, whilst we will endeavour to meet any project deadlines that we agree, we reserve the right to decide when and where we will carry out the required work. Consultants or associates will generally work from their own addresses, with visits to your premises or other locations as agreed and required.
17. Stellar HR reserve the right to withdraw from an assignment if significant conditions develop which impair the successful completion of the assignment or lead to a conflict of interest or other problems of an ethical nature. We will not be responsible for any costs incurred by you in this situation and we will invoice you for fees due and reasonable expenses up to and including the date of withdrawal.
18. In the event that Stellar HR are unable to complete an HR or consultancy assignment or to attend a training event or coaching session for any reason, we can agree that we will either:
- (a) Send a mutually agreeable substitute
 - (b) Rearrange to a mutually agreeable date
- Agreement will not be unreasonably withheld in the case of a suitably skilled and qualified substitute. Stellar HR will bear all costs for a suitable skilled and qualified substitute.
19. Unless expressly agreed in writing prior to the start of our working with you, all intellectual property remains the property of either Stellar HR or the consultant(s) working with you. Unless we advise otherwise, your consultant asserts themselves as the copyright owner for any materials and resources generated for use within your organisation; this includes content, structure, layout and design. If specifically agreed in writing, we may give you permission to continue using materials and resources after we finish working with you, however, this permission is not exclusive and we reserve the right to use the same or similar resources with other clients.
20. Stellar HR has Professional Indemnity Insurance and will provide you with copies of current Certificates of Insurance on request. We will endeavour at all times to provide you with advice or information that is current, pertinent and correct according to law at the time at which it is provided. We shall not, however, be liable for any loss, damage, costs or expenses incurred by you as a result of the implementation of any report or recommendations arising out of the services provided by us to your organisation. Furthermore, Stellar HR will not be liable where you continue to use information beyond the time in which we work with you, that is no longer correct due to statutory or legislative changes.
21. You shall indemnify Stellar HR against all damages, costs, claims and expenses suffered by them arising from loss or damage to any equipment (including that of third parties) caused by you or your employees.

22. Any termination of the Agreement is without prejudice to any other rights or remedies of either party arising under this agreement or at law and will not affect any accrued rights or liabilities of either party at the date of termination. All notices of termination must be in writing and sent to each party's registered office.
23. A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of the Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
24. Stellar HR shall be liable for any loss, damage or injury to any party, resulting from the acts or omissions of Stellar HR or its staff (including substitute or replacement staff) or from the acts or omission of any sub-contractor to whom Stellar HR sub-contracts the performance of the Consultancy Services whether or not such act or omission constitutes a breach of this Agreement and Stellar HR shall indemnify and keep indemnified any such party including, without limitation to the foregoing, the Client against any such loss, damage or injury provided that the total aggregate liability of the Consultancy shall not exceed in the case of liability covered by professional indemnity insurance £1,000,000.
25. Stellar HR shall ensure the provision of adequate insurance to cover the risk of a claim against Stellar HR (or its staff or any sub-contractor) whether pursuant to the terms of this Agreement or otherwise including Professional Indemnity insurance in respect of Stellar HR and its staff or any substitute.
26. Stellar HR shall be liable for any defects arising as a result of the provision of HR Services and Stellar HR shall rectify at its own cost such notified defects as may be capable of remedy.
27. Subject to clauses 24 and 25 above our entire liability in respect of all claims arising out of or in connection with this agreement and our services (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) in any period of 12 calendar months shall not exceed an amount equal to the sums received by or due to us from you during that period.
28. Nothing in the Agreement excludes either party's liability for death or personal injury arising out of its or its employees' negligence or for fraudulent misrepresentation.
29. We shall terminate this agreement with immediate effect, without prejudice to any other rights or remedies, by notice in the event that you:
- commit any material breach of this agreement and such breach (where capable of remedy) is not remedied to our reasonable satisfaction within 14 days of notice;
 - commit any material breach which is not capable of remedy;
 - are unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986) or become insolvent or are subject to an order or a resolution for your liquidation, administration, winding up or dissolution;
 - are subject to a notice of intention to appoint an administrator (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets or enters into or proposes any composition or arrangement with your creditors generally;
 - cease or threaten to cease to carry on business.
30. DATA PROTECTION. The terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process", "Processing", "Transfer" and "Appropriate technical and organisational measures" shall be interpreted in accordance with the applicable Data Protection Legislation ie Data Protection Act 1998, General Data Protection Regulations 2018.

Each of us shall comply with the Data Protection Legislation as it applies to each of us in connection with this Terms of Business.

- Where you transfer or otherwise make available Personal Data to us in relation to this engagement, you shall ensure that:

- (i) you have the necessary rights to transfer or make available such Personal Data to us (including that you have, or have procured, the necessary legal authority, permissions and / or consents for us to process the Personal Data to provide the Services;
 - (ii) your instructions to us comply with (and will not cause us to be in breach of) the Data Protection Legislation; and
 - (iii) that you have taken reasonable steps to ensure that any Data Subjects are aware of the nature of the processing to be undertaken.
- b) Where we act as Data Processor in respect of any Personal Data, processed in relation to this Terms of Business (including where you are an individual) we shall process or arrange for processing of the Personal Data only in accordance with the details set out in the Stellar HR Privacy Notice.
- c) If you provide us with or give us access to the Personal Data, you shall:
 - (i) take reasonable steps to ensure that the relevant Data Subjects are aware of our processing activities and the Stellar HR Privacy Notice;
 - (ii) and both of us shall cooperate with the other, and promptly provide such information and reasonable assistance as the other may reasonably require to enable it to comply with its obligations under the Data Protection Legislation in respect of this Terms of Business, and to deal with and respond to all investigations, complaints, and requests for information from any regulator or Data Subject relating to such Personal Data.
- d) Where we process Personal Data as a Data Processor on your behalf we shall:
 - (i) Only process such Personal Data in accordance with your written instructions from (including as set out in our Consulting Agreement and/or Proposal) or as required for us to provide, manage and facilitate the provision of the Services, and only in respect of the subject matter, duration, nature and purpose of the Services, and the type of Personal Data and categories of Data Subject relevant to the Services.
 - (ii) Ensure that only persons authorised by us process such Personal Data and that such persons are subject to appropriate obligations to maintain the confidentiality of such Personal Data.
 - (iii) Taking into account the (i) state of the art, (ii) cost of implementation, (iii) nature, scope, context and purpose of processing, and (iv), the risk and severity of potential harm, protect such Personal Data by putting in place technical and organisational measures to protect such Personal Data from Data Breach.
 - (iv) Taking into account the nature of our processing, put in place appropriate technical and organisational measures, insofar as possible, to assist you to fulfil at your cost, your obligations to respond to Data Subjects requests to exercise their rights under the Data Protection Legislation over such Personal Data.
 - (v) Where reasonably requested, and taking into account the nature of our processing and the Services and the information available to us, assist you, at your cost, in complying with your obligations under the Data Protection Legislation in respect of such Personal Data.
- e) When we cease providing the Services to you and at your choice, either delete or return all such Personal Data to you and delete such copies of such Personal Data, unless applicable law or regulation requires storage of such Personal Data or deletion of Personal Data is not technically possible, using all reasonable efforts.
- f) Subject to reasonable access arrangements being agreed with us and save for disclosure of information which is confidential and / or privileged (or where access is otherwise restricted by applicable law or regulation) make available to you all relevant information necessary to demonstrate compliance with our obligations under this clause and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you at your cost;
- g) Be permitted to appoint other processors to process such Personal Data, provided:
 - (i) they process the Personal Data only for the purpose of assisting us with the performance of our obligations under this Terms of Business
 - (ii) we enter into a written agreement with them requiring them to process the Personal Data only in accordance with your or our written instructions, and to comply with obligations equivalent in all material respects to those imposed on us under this clause; and
 - (iii) not process or transfer such Personal Data outside the UK or EEA unless:
 - (i) an adequacy finding has been made under the Data Protection Legislation that the relevant jurisdiction provides an adequate level of protection; or

- (ii) we have put in place appropriate safeguards as required under the Data Protection Legislation for such processing or transfers. Where the Terms of Business identifies that processing will take place in specified jurisdictions you acknowledge that Personal Data will be transferred to or from, and / or processes from those jurisdictions.
 - h) Where you instruct us to transfer Personal Data to anyone other than a processor engaged by us, you are responsible for ensuring that adequate arrangements are in place for such transfer as requested by the Data Protection Legislation.
 - i) **FILE RETENTION:** You agree that we shall have the right to retain copies of documents relating to the Engagement after the Engagement has ended, subject to our continuing confidentiality obligations. It is our normal practice to retain documents relating to client engagements for 7 years after the end of the relevant engagement. Thereafter, unless separate arrangements have been made, we may destroy or erase the documents or papers without reference to you.
 - j) **DEFINITIONS:** The following definitions are used in these Terms of Business.
 - Stellar HR Privacy Notice** - Means the fair processing information available on www.stellarhr.co.uk, as may be updated from time to time.
 - Data Breach** - Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data.
 - Data Protection Legislation** - Means as they apply to each of us:
 - (a) the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003,
 - (b) the General Data Protection Regulations (Regulation (EU) 2016/678 (GDPR), until such time as it might cease to apply in the UK;
 - (c) any legislation ratifying or otherwise adopting, replacing, or supplementing the GDPR in the UK; and
 - (d) in respect to your obligations, any other laws and regulations relating to natural persons relevant to your obligations in any other jurisdictions.
 - Terms of Business** - Means documents sent to you which set out the basis of our contract with you.
 - Engagement** - Means your engagement of Stellar HR to provide support to your business.
 - Services** - Means the professional services delivered to you by Stellar HR that are subject to the Terms of Business.
31. These Terms and Conditions and associated proposal are binding for the full duration of every assignment that Stellar HR undertakes for you unless we issue you with an amendment. These Terms and Conditions supersede any previous agreements and comprise the entire agreement between us.
32. Stellar HR shall operate on the understanding that you are in agreement with these Terms and Conditions of Business, unless you notify us otherwise. These Terms and Conditions of Business shall take precedent over any terms you normally agree with other service providers.