
Terms and conditions of business

HR2all Limited ("HR2all")

Registered address:

**Havenside
Freshwater East
Pembroke
Pembrokeshire SA71 5LG**

Company number: 04500821

VAT number: 800776147

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1 Definitions and interpretation

1.1 In these Terms the following definitions apply:

Customer	means any person to whom HR2all supplies Services;
Order Form	means the document issued by HR2all setting out (1) a description of the Services (2) the Price (3) any other relevant matters.
Price	means the price for the Services as set out on the Order Form;
Services	means the services to be provided by HR2all to the Customer in accordance with the Terms as set out on the Order Form;
Terms	means the standard terms set out in these terms and conditions of business;

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- 1.2 Any changes to these Terms are valid only if agreed in writing between HR2all and the Customer.
- 1.3 Unless authorised in writing by HR2all, employees' or agents' representations concerning the Services are not valid.
- 1.4 Any error or omission in any sales brochure, quotation, price list, acceptance or offer, invoice or other material issued by HR2all (whether typographical, clerical or otherwise) may be corrected by HR2all without any liability on the part of HR2all.
- 1.5 If there is any conflict between the Order Form and the Terms, the Order Form shall prevail.

2 Appointment

- 2.1 The Customer appoints HR2all to provide Services in accordance with the Specification. The Terms apply to the Services set out in the Order Form. No other terms will apply to the provision of the Services.

3 The Order Form

- 3.1 The quantity, quality and description of the Services shall be as set out in the Order Form.
- 3.2 It is the sole responsibility of the Customer to ensure the Services set out on the Order Form meet its requirements.
- 3.3 HR2all may make changes to the Services in order to conform with any legal requirements or which do not materially affect their quality or performance.
- 3.4 The Customer shall at its own expense supply HR2all with all necessary materials and information required by HR2all to provide the Services in accordance with these Terms. If a failure by the Customer to provide materials or information causes HR2all to miss a deadline, the HR2all deadline shall be deemed to be extended by the period of the Customer's delay.

4 Price and Payment

- 4.1 HR2all shall invoice the Customer for the Services as detailed on the Order Form.
- 4.2 Unless the subject of a genuine dispute, the Customer shall pay the Price within 15 calendar days of receipt of a valid invoice (the "Due Date").
- 4.3 The Price does not include VAT which the Customer shall pay in addition to the Price at the rate prevailing on the date of the invoice.

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- 4.4 Should the Customer fail to make any payment in full on the Due Date under this agreement, HR2all may charge interest on the outstanding amount. Such interest shall accrue on a daily basis at the rate of 2% above the base rate of Barclays Bank PLC from time to time from the due date until the date of payment, whether before or after judgment.
- 4.5 If, because of a factor beyond the control of HR2all, the cost to HR2all of providing the Services increases, HR2all may before delivery increase the Price of the Services.
- 4.6 The Customer will pay the Price for the Services.
- 4.7 All amounts due under these Terms shall be paid in full without any deduction or withholding other than as required by law and neither party shall be entitled to assert any credit, set-off or counterclaim against the other party in order to justify withholding payment of any such amount in whole or in part.

5 Ownership and Responsibility

- 5.1 HR2all may bring an action against the Customer for the price of the Services if the Customer fails to pay for them in full by the Due Date.

6 Warranties and indemnities

- 6.1 HR2all warrants and represents to the Customer that it will perform its obligations under these Terms with reasonable skill and care. All other warranties are expressly disclaimed to the fullest extent permitted by law.
- 6.2 HR2all shall not be liable to the Customer (whether in contract, tort, including negligence and breach of duty, or otherwise at law) for any:
- 6.2.1 indirect or consequential loss; and/or
 - 6.2.2 loss of profits, revenue or goodwill of the Customer.
- 6.3 HR2all does not exclude its liability for death or personal injury if caused by its own negligence or for fraud.

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7 Termination

- 7.1 Either party may terminate these Terms immediately by notice in writing if the other party:
- 7.1.1 commits a material breach of any of the Terms (including without limitation late payment) and, if such breach is capable of remedy, fails to remedy the breach within 30 days of receiving notice from the terminating party specifying the breach and requiring the breach to be remedied;
 - 7.1.2 enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of a solvent amalgamation or reconstruction);
 - 7.1.3 becomes insolvent;
 - 7.1.4 ceases or threatens to cease to carry on business;
 - 7.1.5 compounds or makes any voluntary arrangement with its creditors;
 - 7.1.6 is the subject of a notice of appointment of an administrator, or a notice of intention to appoint an administrator or liquidator;
 - 7.1.7 is unable to pay its debts as they fall due;
 - 7.1.8 has an encumbrancer take possession of, or a receiver or administrative receiver appointed over, all or any part of its assets; or
 - 7.1.9 takes or suffers any similar action due to debt.
- or if the equivalent of any of the events described at clause 7.1.2 to 7.1.9 inclusive under the law of any jurisdiction occurs in relation to the other party.
- 7.2 The expiry or termination of these Terms for any reason shall not affect any rights and/or obligations:
- 7.2.1 accrued before the date of termination or expiry; or
 - 7.2.2 expressed or intended to continue in force after and despite expiry or termination.
- 7.3 The Customer shall not following the termination of these Terms for any reason represent itself as being connected with HR2all or any member of HR2all's Group.
- 7.4 On termination of these Terms (for a breach by the Customer) all outstanding or uninvoiced Prices shall become immediately payable.

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8 Confidentiality

- 8.1 In this clause 8, Confidential Information means all technical, commercial and financial information, product information, trade secrets, know-how and all information relating to the plans, intentions, market opportunities, transactions, affairs and/or business of a party and its Group companies and/or its or their customers and/or suppliers, and the Terms;
- 8.2 Each party shall keep secret and confidential all Confidential Information of the other and shall not (and shall procure that its employees and/or officers shall not) copy, use or disclose any such information to any third party, other than as may be necessary to comply with its obligations under these Terms.
- 8.3 The obligation of confidence shall not apply where the Confidential Information:
- 8.3.1 is required to be disclosed by operation of law;
 - 8.3.2 was in the possession of the recipient prior to disclosure by the other party without restriction on disclosure or use;
 - 8.3.3 is subsequently acquired from a third party without any obligation of confidence;
 - 8.3.4 is or becomes generally available to the public through no act or default of the recipient; or
 - 8.3.5 is disclosed on a confidential basis for the purposes of obtaining professional advice.
- 8.4 This clause 8 shall continue in force notwithstanding the expiry or termination of these Terms, whatever the reason for such termination.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in reports and other deliverables created by HR2all in the course of performing the Services shall belong to HR2all and the Customer shall not obtain any rights therein. HR2all hereby grants the Customer a licence to use the intellectual property rights in the deliverables to the extent necessary to make use of the deliverables as contemplated by the Order Form.

10 General

- 10.1 Time is not of the essence in relation to the performance of the obligations of HR2all under these Terms.

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- 10.2 Notices between the Customer and HR2all relating to these Terms shall be in writing. Notices shall either be delivered personally or sent by first class post or fax to their registered office. Notices if delivered by hand shall be treated as received when delivered, if sent by first class post 48 hours after posting, if sent by air-mail post 72 hours after posting and if sent by fax when sent.
- 10.3 These Terms are the entire agreement between the Customer and HR2all and replaces all previous agreements between them relating to the same subject matter.
- 10.4 Neither the Customer or HR2all shall be liable if it breaches these Terms as a result of circumstances which are beyond its reasonable control, provided that as soon as is reasonably practicable it gives notice to the other party. For these purposes acts of omissions by the employees, sub-contractors, developers, agents and representatives of either party are within that party's control.
- 10.5 Unless these Terms provide otherwise, nothing in it creates a partnership or employment relationship between the Customer and HR2all or makes one party the agent of the other.
- 10.6 Neither HR2all nor the Customer may assign or transfer these Terms or any rights or objections under them without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).
- 10.7 The Customer and HR2all confirm that they do not intend any third party to have the right to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 10.8 If any provision of these Terms are found under the laws of any jurisdiction to be invalid, illegal or unenforceable, the validity, legality or enforceability of that provision in that jurisdiction shall not in any way affect the validity, legality or enforceability of all the provisions of these Terms in any other jurisdiction.
- 10.9 The Customer and HR2all shall attempt to substitute for any invalid, illegal or unenforceable provision a valid, legal and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid, illegal or unenforceable provision.
- 10.10 All terms of this agreement which by their nature ought to survive termination will continue to be effective after this agreement has expired or been terminated.
- 10.11 The laws of England and Wales shall govern these Terms. The Customer and HR2all agree to submit to the exclusive jurisdiction of the courts of England and Wales.