

HRApay

Terms and Conditions

1 DEFINITIONS

- 1.1 The Company – HR Advantage Ltd. Company registration no. 3539451
- 1.2 The Service – The company's payroll service.
- 1.3 The Client – The company who accepts a quotation or offer and for whom a representative has completed an order confirmation / contract.
- 1.4 Commencement Date – The date from which the Service will be provided as indicated.
- 1.5 Duration – The duration of the Service.
- 1.6 Initial Term – A period of one year from the Commencement Date when no duration is stated in the Order Confirmation / Contract.
- 1.7 Charges - The charges payable by the Client in respect of the Services as indicated in the Order Confirmation / Contract.
- 1.8 Business Day – Means any day other than a Saturday, Sunday or Bank Holiday.
- 1.9 Location – The location at which the stated services must take place.

2 TERM

- 2.1 This agreement shall take effect on the date of execution and, subject to any provisions relating to early termination, will continue until terminated by either party giving to the other not less than three months notice in writing to expire at the end of the initial Term or on any subsequent anniversary of the Commencement date.

3 CHARGES

- 3.1 The Company shall invoice the Client at the agreed pay frequency date for the Charges. All sums to be paid under these conditions shall be paid without deduction or set-off.
- 3.2 The Company may at any time alter the Charges in accordance with any change in the Company's standard scale of charges for the Service. These amended charges shall take effect 14 days after notice has been given to the Client.
- 3.3 The Client shall be bound to pay any altered Charges from the expiry notice as aforesaid unless within 14 days of receipt thereof the Client gives The Company one year prior written notice of termination of this Agreement (whether or not the Initial Term has expired) in which case The Company will continue to provide the Service at the then subsisting Charges through to the effective date of termination.
- 3.4 All sums due to The Company hereunder shall be paid on the due payment date. If any amounts due to The Company are overdue The Company reserves the right to charge interest on the balance outstanding at the rate of 4% above the then prevailing base lending rate of Lloyds TSB Bank for the period that the amount remains due but unpaid, both before and after judgment.
- 3.5 The Company reserves the right to suspend the Service in the event that the terms in clause 3.4 are not observed.
- 3.6 VAT at the currently prevailing rate will be added to all charges.

4 LIABILITY AND WARRANTY

- 4.1 Subject to the limitations upon its liability set out in this clause 4, The Company warrants to the client that it will perform the Service with reasonable care and skill and in all material respects with the Service Description. The Client shall give notice to The Company as soon as it is reasonably able upon becoming aware of a breach of such warranty. Subject to the Client complying with its obligation under the preceding sentence and subject to the Client providing (where possible) a documented example of the relevant defect or failure, The Company shall remedy any breach of the warranty set out at this clause by the provision of the remedial services free of charge. The Company shall have no liability or obligation under the warranty other than to remedy breaches of the same in accordance with this clause. Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the provision of the Service are excluded to the fullest extent permissible by law.
- 4.2 The Company shall accept liability to the Client for any loss or damage to any property, the injury to, or death of person or persons caused by a negligent act or omission or wilful misconduct of The Company, its employees, agents or sub-contractors.
- 4.3 Except in respect of the injury to or death of any person (for which no limit applies) the liability of The Company under clause 4.2 in respect of each event or series of connected events shall not exceed £10,000.
- 4.4 Except in respect of the type of liability referred to at clause 4.2 and except for any other matters for which The Company's liability may not by law be restricted or excluded, The Company's total liability in respect of any contractual breach or representation, statement or tortious act or omission arising under or in connection with the provision of the Service (a "default") shall not exceed the total sums paid by the Client to The Company for the Service during the preceding 6 month period.
- 4.5 Notwithstanding anything else contained in these conditions (but without limiting The Company's liability for injury to or death of any person caused by a negligent act or omission or wilful misconduct of The Company, its employees or sub-contractors), The Company shall not be liable to the Client for any loss of profits, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) whether arising from negligence, breach of contract or otherwise howsoever.
- 4.6 The Company shall not be liable to the Client for any loss arising out of any failure by the Client to comply with its obligations under these terms and conditions.
- 4.7 If a number of defaults give rise to substantially the same loss then they shall be regarded as the same default for the purpose of calculating The Company's maximum liability pursuant to clause 4.4.

5 TERMINATION

- 5.1 Either party may terminate the agreement forthwith in the event of any of the following:

- (a) The other party going into liquidation (other than voluntarily for the purpose of amalgamation or reconstruction whilst solvent) or having a receiver or administrator appointed over all or any part of its assets.
- (b) Any breach of this Agreement by the other party which is capable of being remedied remaining un-remedied 30 (Thirty) clear days after the day on which a written notice specifying the nature of the breach has been served on that other party.

5.2 Any termination of this Agreement (howsoever arising) shall not affect any accrued rights of either party.

6 POST TERMINATION

6.1 On termination of this Agreement The Company will, at the expense of the Client and provided that the Client has remitted all amounts due to The Company hereunder, return to the Client all information sent to The Company by the client which is still in The Company's possession.

7 GENERAL

7.1 The Company shall not be liable for any delay in performance, or non-performance, of any of its obligations hereunder caused by circumstances beyond reasonable control (including, without limitation, any form of industrial action).

7.2 The Client may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of The Company.

7.3 This Agreement supersedes all prior agreements, arrangements and undertakings between the parties relating to the subject matter hereof. No modification or addition to this Agreement shall be binding upon the parties unless made in writing and signed by a duly authorized representative of each of the parties.

7.4 This Agreement shall be governed by English Law and the Client agrees to submit any disputes under or in connection with these conditions to the exclusive jurisdiction of the English courts, - provided that The Company may sue the Client in the Client's own domicile.

7.5 A person who is not a party to the contract for the provision of the Service has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of such contract, but does not affect any right or remedy of a third party available other than under the Act.

7.6 All notices or other documents to be given under these conditions shall be in writing and shall be delivered by hand or sent by registered post or facsimile to the party concerned at its registered office or principal place of business. Any such notice or other document shall be deemed to have been received by the addressee if delivered, upon delivery: if posted, on the second working day following the date of posting; and if sent by facsimile, when the communication is transmitted to the recipient's fax number provided that a copy of the communication is sent by registered post or delivered by hand as soon as practicable after that time.

7.7 No waiver by The Company of any breach of these conditions by the Client shall be considered as a waiver of any subsequent breach at the same or any other provision.

7.8 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

8 CONFIDENTIALITY

8.1 Both the Client and HR Advantage Ltd agree to treat as confidential and keep secret all information provided by either party, which is not in the public domain, throughout the term of agreement and after termination.

Having the authority to sign on behalf of:

The Client:

Name:

Position:

Signature:

Date:

The Company: HR Advantage Ltd

Name:

Position:

Signature:

Date: