
Master Terms of Business

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Background

What If HR Ltd (the "Service Provider") provides professional human-resources consultancy and support services to business clients. The Service Provider has the skill, knowledge and experience required to deliver practical HR advice, documentation and systems support for small and growing organisations. These Terms and Conditions form the basis of all contracts for the provision of HR consultancy and related services by the Service Provider to its clients. Each individual engagement is further described in a written Specification (usually a proposal or quotation) agreed between the Parties.

1. Definitions

In these Terms and Conditions, unless the context otherwise requires:

"Applicable Laws"

means all laws, regulations and statutory instruments in force in the United Kingdom that apply to the Parties, the Services and the Contract, including data-protection and employment legislation.

"Business Day"

means any day (other than a Saturday, Sunday or public holiday) when banks in England are open for normal business.

"Business Hours"

means 9.00 a.m. to 5.00 p.m. on a Business Day, unless otherwise agreed in the Specification.

"Client"

means the organisation procuring Services from the Service Provider under the Contract.

"Client Materials"

means all information, documents or other materials (including staff data, handbooks and system access) provided by the Client to the Service Provider for the purpose of delivering the Services.

"Commencement Date"

means the date on which the Contract takes effect, as set out in Clause 3 (Basis of Contract).

"Confidential Information"

means all information disclosed by either Party to the other in connection with the Contract which is not in the public domain, whether or not it is marked confidential.

"Contract"

means the agreement between the Service Provider and the Client comprising these Terms and Conditions and the Specification.

"Data Protection Legislation"

means the UK General Data Protection Regulation, the Data Protection Act 2018, and all related laws and guidance in force from time to time.

"Fees"

means the sums payable by the Client to the Service Provider as set out in the Specification or otherwise agreed in writing.

"Intellectual Property Rights"

means all intellectual-property rights (registered or unregistered) including copyright in templates, policies and training materials created or supplied under the Contract.

"Services"

means the HR consultancy and support services described in the Specification, which may include drafting or reviewing employment documentation, HR system administration, advisory support, and related activities.

"Specification"

means the written proposal, quotation or other document agreed between the Parties describing the Services, deliverables, timescales and Fees. Each Specification forms part of and is subject to these Terms and Conditions.

2. Interpretation

- References to "writing" include email.

- References to any law or regulation include any amendments, updates or replacements of that law, and any related rules made under it.
- References to these Terms and Conditions or to the Contract mean these Terms as updated from time to time, together with the Specification agreed between the Parties.
- References to a Party mean either the Service Provider or the Client, and Parties means both together.
- References to any agreement or document include any later variations agreed in writing.
- An obligation not to do something also means not allowing anyone else to do it.
- Headings are for convenience only and do not affect interpretation.
- Words in the singular include the plural and vice versa.
- References to any gender include all genders.
- References to a person include individuals, companies and other legal entities, wherever established.

3. Basis of Contract

1. Each written proposal, quotation or other document describing the Services (the Specification) forms part of these Terms and Conditions. Together, they make up the Contract between What If HR Ltd (the Service Provider) and the Client.
2. By confirming acceptance of the Specification in writing (including by email), the Client makes an offer to engage the Service Provider on these Terms.
3. The Contract begins when the Service Provider confirms acceptance of that offer in writing. The date of that confirmation will be the Commencement Date.
4. These Terms and Conditions apply to all Services provided by the Service Provider. Any terms or conditions proposed by the Client will have no effect unless expressly agreed in writing by the Service Provider.
5. Marketing materials, sample documents, website descriptions or discussions about the Services are provided for information only. They do not form part of the Contract unless specifically included in the Specification.
6. The Specification sets out the agreed scope of work, package type, Fees, timescales, and any other special terms. If there is any conflict between these Terms and the Specification, the Specification takes precedence.
7. Any variation to the Contract must be agreed in writing by both Parties.

4. Provision of the Services

1. From the Commencement Date onwards, the Service Provider will provide the Services described in the Specification with reasonable skill, care and diligence, consistent with good professional practice in HR consultancy.

2. The Services may include HR advice, document drafting or review, system administration (such as BreatheHR), and related consultancy support. The exact scope and deliverables will be as described in the Specification.
3. The Service Provider's role is to provide professional HR advice and support. The Services do not include legal representation, regulated immigration advice, or any activity that must legally be carried out by a solicitor or other regulated professional.
4. Unless otherwise agreed in the Specification, the Service Provider will perform the Services remotely, with site visits or in-person support provided as agreed with the Client.
5. Any timeframes or response targets stated in the Specification represent service standards that the Service Provider will use reasonable efforts to meet. They are not contractually binding deadlines unless expressly stated otherwise in the Specification.
6. The Service Provider will ensure that any consultant or associate engaged to deliver the Services is suitably qualified and experienced.
7. The Service Provider will comply with all applicable laws and professional standards when delivering the Services.
8. The Service Provider may rely on the accuracy and completeness of information supplied by the Client and is not responsible for any delay or error arising from incomplete or inaccurate information.
9. Where access is required to the Client's systems, premises or staff data, the Client will provide such access as reasonably necessary for the delivery of the Services.
10. The Service Provider will handle all Client Materials with care, keep them secure and confidential, and return or delete them when the Contract ends or on written request, unless retention is required by law.
11. Minor adjustments to working methods or deliverables that do not materially change the overall nature or cost of the Services may be made by the Service Provider to improve efficiency or clarity.
12. Unless stated otherwise in the Specification, response targets apply to Business Days.

5. Client's obligations

1. The Client will provide all information, documents and access reasonably required for the Service Provider to deliver the Services, including access to relevant systems (such as HR software, staff files or communication channels).
2. The Client will ensure that all information supplied is accurate, complete and up to date. The Service Provider may rely on that information without further verification.
3. The Client will respond promptly to requests for decisions, approvals or information so that the Services can be carried out efficiently.
4. Where the Services require access to the Client's premises or systems, the Client will ensure safe access, appropriate authorisation and compliance with any of its own security or data-protection procedures.

5. The Client will ensure that any required third-party permissions, licences or consents are in place to enable the Service Provider to perform the Services.
6. The Client will cooperate fully and in good faith with the Service Provider, recognising that delays, omissions or inaccurate information may affect delivery or outcomes.
7. Where the Service Provider provides draft letters, contracts or policies, the Client remains responsible for reviewing and approving their final form before use in its business.
8. If the Client fails to meet its obligations under this Clause 5, any resulting delay or additional cost will not be the responsibility of the Service Provider, and any affected deadlines or Fees may be adjusted accordingly and reasonably.

6. Fees and payment

1. The Fees for the Services are set out in the Specification. They are based on the selected package, hourly rate or daily rate, and any agreed add-ons.
2. Package Fees are payable in advance for the validity period stated in the Specification (for example, three or six months). Add-on services such as site visits or inbox monitoring are invoiced monthly in arrears unless otherwise agreed.
3. Unused package hours expire at the end of the validity period unless the Service Provider agrees in writing to extend them.
4. Where work is carried out beyond the agreed scope or package, it will be charged at the hourly or daily rate current at the time and confirmed in writing before the work begins.
5. Invoices are payable within 14 calendar days of the invoice date unless otherwise stated in the Specification.
6. All payments must be made in pounds sterling, by bank transfer to the account notified on the invoice.
7. Fees are quoted exclusive of VAT. If VAT becomes chargeable, it will be added to the invoice at the prevailing rate.
8. If an invoice is disputed in good faith, the Client must notify the Service Provider within seven days of receipt, giving details of the dispute. The undisputed portion must still be paid by the due date.
9. If any payment remains outstanding after the due date, the Service Provider may charge interest on the overdue amount at 4% per annum above the Bank of England base rate, calculated daily until payment is received.
10. In addition to any contractual interest, the Service Provider reserves its rights under the Late Payment of Commercial Debts (Interest) Act 1998 to claim statutory interest, fixed-sum compensation and reasonable recovery costs.
11. All sums are payable without set-off or deduction, save for any withholding tax required by law.
12. The Service Provider may suspend Services if payment is overdue by more than 14 days, without liability for any resulting delay.
13. A summary of hours used and work completed will be provided monthly for transparency.

7. Confidentiality

1. Each Party will keep confidential all information obtained from the other in connection with the Contract that is not publicly available. This includes business, employee, and operational information.
2. Confidential Information may only be used for the purpose of performing the Contract and may not be disclosed to anyone else without prior written consent, except: to employees, consultants or professional advisers who need to know it for that purpose and are under equivalent confidentiality obligations; or where disclosure is required by law or a regulatory authority.
3. Each Party will take reasonable steps to protect the other's Confidential Information and to prevent any unauthorised use or disclosure.
4. These obligations continue for two years after the Contract ends (or longer, if required by law); obligations for trade secrets continue for so long as the information remains a trade secret.
5. The Service Provider may refer publicly to the Client's name and type of service provided (e.g. "ongoing HR support for a Surrey-based daycare provider") for marketing or case-study purposes, provided no confidential or identifying operational details are disclosed. The Client may withdraw this permission at any time by written notice.

8. Data protection

1. Both Parties will comply with all applicable data protection laws, including the UK GDPR and the Data Protection Act 2018.
2. For the purposes of data protection law: the Client is the Data Controller; and the Service Provider acts as the Data Processor when handling personal data (such as staff records, HR system data or contact details) on the Client's behalf.
3. The Service Provider will: process personal data only on the Client's written instructions and only as necessary to provide the Services; ensure that anyone processing personal data is subject to a duty of confidentiality; take appropriate technical and organisational measures to keep data secure; not transfer personal data outside the UK without the Client's written consent and only with appropriate safeguards in place; assist the Client with data-subject requests or regulatory obligations, at the Client's cost where significant input is required; notify the Client promptly of any personal data breach; and delete or return all personal data to the Client when the Contract ends, unless retention is required by law.
4. The Client will ensure it has all necessary notices and lawful bases in place to allow the Service Provider to process staff data for HR consultancy purposes.
5. A more detailed Data Processing Schedule can be provided if required by the Client or by law.
6. Additional Data-Processing Requirements: The Service Provider will notify the Client without undue delay and in any event within 48 hours of becoming aware of any personal data breach relating to the Services. The Service Provider will maintain appropriate records of

processing and will make available reasonable information to demonstrate compliance, including one audit or inspection per 12 months on reasonable notice (subject to confidentiality). The Service Provider will not appoint any sub-processor to handle personal data without the Client's general written authorisation. Where sub-processors are used, the Service Provider will ensure equivalent contractual obligations are imposed and will maintain a current list available on request. If applicable law or ICO guidance changes (including under the Data (Use and Access) Act 2025 or any successor legislation), the Parties will cooperate in good faith to update this Clause 8 as necessary to remain compliant, without additional charge for administrative amendments.

9. Use of technology and artificial intelligence

1. The Service Provider may, in providing the Services, use reputable digital tools and artificial-intelligence systems for drafting, analysis or process automation, provided that: any such tools are used only to assist human decision-making and not to make final determinations about individual employees; no personal data or Confidential Information is shared with any AI system unless adequate data-protection and confidentiality safeguards are in place (for example, encryption, pseudonymisation, or data-processing agreements with the provider); the Service Provider remains fully responsible for the accuracy, security and compliance of all outputs and data processing; and the Service Provider will keep under review its use of AI tools to ensure ongoing compliance with applicable law, ICO guidance, and ethical best practice.
2. The Service Provider will apply data minimisation and DPIA-style assessments where the AI use is likely high-risk, and will not implement solely-automated decisions producing legal or similarly significant effects on individuals.

10. Insurance

1. The Service Provider will maintain appropriate and adequate business insurance throughout the term of the Contract, including professional indemnity and public liability cover with reputable insurers.
2. The level of cover will be reasonable and proportionate to the nature and risk of the Services. Evidence of current insurance can be provided to the Client on request.
3. Maintaining insurance does not limit or extend either Party's liabilities under this Contract.

11. Liability

1. Nothing in this Contract limits or excludes either Party's liability for: death or personal injury caused by its negligence; fraud or fraudulent misrepresentation; or any other liability that cannot lawfully be limited or excluded.

2. Subject to Clause 11: the Service Provider's total aggregate liability to the Client for all claims arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will not exceed the total Fees paid or payable under the Contract in the 12 months preceding the event giving rise to the claim (or such higher amount as may be covered by the Service Provider's insurance from time to time); and the Client's total aggregate liability to the Service Provider will not exceed the same amount.
3. Neither Party will be liable for any: loss of profit, revenue, business, goodwill or anticipated savings; loss or corruption of data; or indirect or consequential loss or damage, even if foreseeable.
4. The Service Provider will not be liable for any loss or delay arising from: the Client's failure to provide accurate information or timely instructions; decisions made by the Client or its staff based on advice or materials provided in good faith; or the performance or failure of third-party software, systems or suppliers outside the Service Provider's reasonable control.
5. Except where expressly agreed in writing, the Services are advisory in nature. The Client remains responsible for all decisions and actions taken in relation to its employees, business operations and compliance.
6. The Service Provider shall not be liable to indemnify the Client for fines, penalties or similar charges imposed by a court or regulator, except to the extent recovery is permitted by law and covered by insurance.
7. No claim may be brought more than 12 months after the earlier of (a) completion of the relevant Services, or (b) the date on which the claimant became (or ought reasonably to have become) aware of the facts giving rise to the claim.
8. The limitations in this Clause 11 apply to the fullest extent permitted by law and will survive termination of the Contract.

12. Termination

1. Either Party may terminate the Contract by giving the other 30 days' written notice. A shorter period may be agreed in writing where both Parties consider it reasonable.
2. Either Party may terminate the Contract immediately by written notice if the other: commits a material breach of the Contract and, where the breach is capable of remedy, fails to remedy it within 14 days of being asked in writing to do so; becomes insolvent, enters administration or liquidation, or ceases trading; or is unable to perform its obligations for more than 30 days due to circumstances outside its reasonable control.
3. Termination will not affect any rights, remedies or obligations that arose before the termination date, including the right to claim damages for any prior breach.
4. On Termination: the Client will pay all outstanding Fees for Services delivered up to the termination date; where Fees are paid in advance (for example, under a package), unused hours will lapse unless the Service Provider agrees in writing to carry them forward or refund part at its discretion; the Service Provider will provide a reasonable handover

summary if requested, subject to all Fees being paid; and each Party will return or securely delete the other's Confidential Information and personal data, except where retention is required by law or permitted under Clause 8 (Data Protection).

5. Termination of the Contract does not affect any provision which by its nature is intended to survive termination, including those relating to confidentiality, data protection, liability, and dispute resolution.
6. If Services are suspended under Clause 6 (non-payment) and the Client fails to remedy the non-payment within 14 days, the Service Provider may treat the Contract as terminated and retain any sums already paid.

13. Force majeure

1. Neither Party will be liable for any delay or failure to perform its obligations under this Contract if the delay or failure is caused by events, circumstances or causes beyond its reasonable control (a "Force Majeure Event").
2. Force Majeure Events include, without limitation, illness or incapacity of key personnel, interruption or failure of internet or communication networks, acts of government or regulatory restrictions, natural disasters or extreme weather, fire, flood, epidemic or pandemic, acts of terrorism or civil unrest, labour disputes, or power outages affecting essential systems.
3. The affected Party will promptly notify the other Party of the Force Majeure Event and its expected duration, use reasonable efforts to mitigate its impact and resume performance as soon as practicable, and keep the other Party informed of progress.
4. If the Force Majeure Event continues for more than 30 days, either Party may terminate the Contract by giving written notice.
5. Where Services are suspended under this Clause, time for performance will be extended for the period of the delay, and the Service Provider will not be liable for any resulting loss or damage.

14. Subcontractors and assignment

1. The Service Provider may, from time to time, engage suitably qualified and experienced associates or subcontractors to assist in delivering the Services.
2. Where subcontractors are engaged, the Service Provider will remain fully responsible for their work and for ensuring that they comply with the same standards of confidentiality, data protection and professional conduct as apply to the Service Provider.
3. The Client's consent is not required for the use of subcontractors, provided that such use does not materially alter the nature or quality of the Services.
4. Neither Party may assign, transfer or otherwise deal with any of its rights or obligations under this Contract without the prior written consent of the other, except that the Service Provider may assign its rights to receive payment to a third party for administrative or financing purposes.

5. This Clause does not prevent the Service Provider from reorganising its business or transferring the Contract to a successor entity, provided that the successor agrees in writing to assume the Service Provider's obligations under this Contract.

15. Intellectual property

1. All intellectual property rights ("IPR") in any documents, templates, training materials, processes, or other work created or supplied by the Service Provider in connection with the Services remain the property of the Service Provider (or its licensors).
2. The Client is granted a non-exclusive, non-transferable licence to use such materials for its own internal business purposes only. The Client may copy or adapt the materials for internal use but may not resell, distribute, or make them available to any third party without the Service Provider's written consent.
3. Any pre-existing materials provided by the Client remain the Client's property. The Service Provider is granted a limited licence to use those materials solely for the purpose of performing the Services.
4. If the Services modify or incorporate the Client's materials, the Client owns the Client Materials and any of their updates/derivatives, while the Service Provider retains ownership of its pre-existing materials and general know-how. Each Party grants the other the licences necessary to use those elements as delivered under this Contract.
5. The Service Provider may reuse its general know-how, methodologies, formats, and non-confidential elements developed during the performance of the Services in future work for other clients, provided that this does not include the Client's Confidential Information or personal data.
6. Where AI or other digital tools are used in the creation of documents or templates, the Service Provider warrants that it will hold sufficient rights or permissions to grant the Client the licence described in this Clause 15 and will ensure that no third-party intellectual property is knowingly infringed.

16. Notices and communication

1. Any notice or other communication required to be given under this Contract must be in writing and sent to the other Party at its registered office address or the email address last notified in writing for that purpose.
2. Notices sent by email will be treated as delivered at the time of transmission, provided the sender does not receive an automatic failure or out-of-office message indicating non-delivery.
3. Notices sent by post will be treated as delivered two Business Days after posting if sent by first-class mail within the UK.
4. Routine operational communications (such as day-to-day HR updates, timesheets, and progress reports) may be exchanged by email or other agreed platforms without formality.

5. Each Party is responsible for ensuring that its contact details remain accurate and up to date throughout the Contract.

17. Dispute resolution and governing law

1. The Parties will use reasonable efforts to resolve any dispute or claim arising out of or in connection with this Contract through prompt and good-faith discussion between their respective representatives.
2. If the dispute cannot be resolved informally within 30 days, either Party may propose that the matter be referred to mediation using a mediator agreed between the Parties (or, failing agreement, one appointed by the Centre for Effective Dispute Resolution (CEDR) or a similar body).
3. Each Party will bear its own costs of participating in mediation and share the mediator's fees equally.
4. Nothing in this Clause prevents either Party from seeking urgent injunctive relief or issuing legal proceedings to protect its rights where necessary.
5. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter, will be governed by and construed in accordance with the laws of England and Wales.
6. Each Party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract.

18. General provisions

Entire agreement: This Contract (including the Specification and any documents expressly incorporated into it) constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, or understandings relating to its subject matter. Each Party acknowledges that it has not relied on any statement or representation not expressly included in this Contract, except in the case of fraud.

Variation: No amendment or variation of this Contract will be valid unless agreed in writing by both Parties.

Severance: If any provision of this Contract is found by a court or other competent authority to be invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions will remain in full force and effect.

Waiver: No failure or delay by either Party to exercise any right or remedy under this Contract will operate as a waiver of that right or remedy, nor will any single or partial exercise prevent further exercise of any other right or remedy.

Third party rights: No person other than the Parties to this Contract has any rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

Relationship of the Parties: Nothing in this Contract creates or is intended to create a partnership, joint venture, agency or employment relationship between the Parties. The Service Provider acts as an independent contractor.

Counterparts: This Contract may be executed in counterparts (including electronically), each of which will be deemed an original, and together they will constitute one agreement.

Survival: Any clause which by its nature is intended to survive termination (including those relating to confidentiality, data protection, liability, and dispute resolution) will continue in effect after the Contract ends.

End of Master Terms of Business.