
Master Terms of Business

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About these terms

These terms explain how What If HR Ltd ("we", "us") works with businesses ("you"). They apply to every piece of work we do for you, together with the Specification for that work. Together they make up our contract with you.

- **Who we are:** What If HR Ltd, registered in England and Wales with company number 12720633. Our address is 21 Dunedin Drive, Caterham, Surrey CR3 6BA. Our VAT number is 525 7263 85. We are registered with the Information Commissioner's Office.
- **Business customers only:** our services are for businesses. By working with us, you confirm you are acting for a business, not as a private individual.
- **Contact:** hello@whatifhr.co.uk or 07557 982407.

1. Words we use

- **Specification:** the document that describes a piece of work and its price. It can be a proposal, a quote, a plan confirmation or, for a service bought on our website, the description on the page when you buy.
- **Services:** the work described in your Specification.
- **Your materials:** the information, documents and access you give us, including information about your staff.
- **Working day:** Monday to Friday, except bank holidays in England. **Working hours:** 9am to 5pm on a working day.
- **In writing:** includes email.

2. How our contract starts

1. **A proposal or quote:** you accept it in writing. The contract starts on the day we confirm in writing that we are going ahead.

2. **Buying on our website:** the description on the page when you buy is your Specification. The contract starts when your payment goes through. We contact you within one working day to arrange the work.
3. **A Retained HR Partner plan:** your plan confirmation is your Specification. Section 17 has the rules for plans.
4. If your Specification and these terms say different things, the Specification applies to that piece of work.
5. Your own terms of business do not apply unless we agree to them in writing.
6. Our website, brochures and examples describe our services in general. They are not part of the contract, except the description of a service you buy on our website.
7. Any change to a piece of work needs us both to agree it in writing.

3. What we do for you

1. We provide the Services with reasonable skill and care, in line with good professional practice in HR.
2. We give HR advice and support. We are not solicitors. We do not represent you in a court or tribunal, give immigration advice or do any work that only a solicitor or another regulated professional can do. When you need that, we tell you and can introduce you to someone who can help.
3. We work remotely unless we agree a visit. Online meetings are always included.
4. We aim to reply the same working day, and always within one working day. Timescales in your Specification are targets we work hard to meet, not fixed deadlines, unless the Specification says they are.
5. **Your named consultant.** Your Specification names your consultant. If they are away for more than a few days, a suitably qualified colleague covers, and we tell you who.
6. **Colleagues and associates.** We may use suitably qualified associates to help deliver the Services. We stay responsible for their work, and they follow the same confidentiality and data protection rules as we do. We do not need your consent for this, as long as it does not change the nature or quality of the Services.
7. We rely on the information you give us being accurate and complete.
8. We may make small changes to how we work if they do not change the nature or the cost of the Services.

4. Introductions to other professionals

1. Sometimes the right help is a specialist, for example a solicitor, a tribunal specialist, a mediator, a health and safety adviser, a payroll provider or a coach. When we introduce you to one, they agree their own terms with you and are responsible for their own work, unless your Specification says they work through us.
2. We tell you if we receive a fee or any other benefit for an introduction.

3. Some add-ons run on a partner's platform, for example the online training library, the recruitment portal and HR systems. We arrange them and bill you for them, and the partner's platform terms also apply.

5. When your staff contact us

On plans where your staff can contact us directly, we act for you, the employer. We are not your employees' adviser. We treat your staff fairly and professionally, and we tell them that what they share with us may be passed to you where that is needed to deal with the matter.

6. What we need from you

1. Accurate and complete information, documents and access to systems, on time.
2. Prompt replies when we need a decision or an approval.
3. Safe access to your premises and systems when the Services need it, and any permissions or licences we need to do the work.
4. **Checking our drafts.** You read and approve the final version of any letter, contract or policy we draft before you use it.
5. **Your decisions.** Our advice supports your decisions. You stay responsible for the decisions you make about your staff and your business.
6. If something we need arrives late or turns out to be wrong, we are not responsible for the delay it causes, and we may adjust timescales and fees reasonably. We will tell you first.

7. Fees and paying

1. Prices are set out in your Specification and are plus VAT.
2. **When you pay:**
 - services bought on our website: when you buy
 - fixed-fee projects: as your Specification says
 - Retained HR Partner plans: each month, as set out in section 17
 - the ten-hour block: when you buy it. The hours are used within three months of buying, and any left after that expire, unless we agree in writing to extend them
 - work charged by the hour or the day, and extras such as visits: invoiced each month after the work
3. **Invoices** are due within 14 days. You can pay by bank transfer, or by card through the payment link on our invoice or our website.
4. **Extra work.** Work beyond your Specification is charged at our current rate, and we agree it with you in writing before we start.
5. **Records of hours.** For work charged by the hour, and on the Outsourced HR team, we send you a record of hours each month.

6. **Questions about an invoice.** Tell us within 7 days of receiving it, with the details, and pay the part that is not in question by the due date. Please pay in full, without deducting anything you think we owe you.
7. **Late payment.** If an invoice is paid late, we can charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998. The interest is 8% a year above the Bank of England base rate.
8. **Pausing work.** If a payment is more than 14 days late, we may pause the Services after telling you. If it is still unpaid 14 days after that, we may end the contract (section 15).
9. **The HR Health Check credit.** If you buy another service from us within 60 days of receiving your HR Health Check report, the £395 you paid comes off its price. The credit can be used once, cannot be exchanged for cash and cannot be transferred.

8. Cancelling or moving booked work

1. **Fixed-fee projects.** If you cancel before we start, we refund what you paid in full. Once work has started, we charge for the work done up to the day you cancel and refund the rest.
2. **Training days and site visits.** You can move or cancel them free of charge with at least 10 working days' notice. With less notice, we charge 50% of the fee, plus any venue or travel costs already paid that cannot be refunded.
3. **Retained HR Partner plans** follow section 17.

9. Travel

Site visits are priced in your Specification or plan. Travel beyond London and Surrey, and any overnight stay, is agreed with you before we book it.

10. Keeping things confidential

1. We each keep confidential anything we learn about the other's business and people through our work that is not public.
2. We each use it only for our work together. We share it only with people who need it for that work and keep it confidential too, or when the law requires.
3. This lasts for two years after our contract ends, and for as long as any trade secret stays secret.
4. We may say that we work with you and the kind of work we do, for example "HR support for a Surrey day care provider", without any confidential detail. Tell us at any time if you would rather we did not.

11. Data protection

1. We both follow UK data protection law, including the UK GDPR, the Data Protection Act 2018 and the Data (Use and Access) Act 2025.
2. **Your staff's data.** When we handle information about your staff to do the work, you decide how it is used (you are the controller) and we handle it for you (we are your processor). That means we:
 - use it only on your instructions and only to provide the Services
 - keep it secure and confidential, and make sure everyone who works on it is bound by confidentiality
 - tell you without delay, and within 48 hours, if there is a data breach
 - help you respond to requests from your staff about their data, and charge for this only if it is a lot of work
 - give you the information you need to show the data is handled properly, including one audit a year on reasonable notice
 - use other providers to handle it only where we have told you who they are (today, Google Workspace for email and documents, and the HR and payroll systems you use), and tell you before adding a new one, so you can object
 - only let it leave the UK with the protections UK law approves
 - return or delete it when our work ends, apart from the record in point 4
3. **What we handle, and why.** Information about your employees, workers, job applicants and contractors, such as names, contact details, job and pay details, absence and health information, performance and conduct records and other HR records you share. We use it only to give you HR advice and support, for as long as we work together.
4. **Our record of the advice.** We keep a record of the advice and documents we gave you for up to seven years after the work ends, so we can deal with any questions or claims. We keep it securely and use it for nothing else.
5. **Your part.** You make sure your privacy notices to your staff cover sharing their information with an HR adviser.
6. **Our own records.** We decide how we use the business contact details we hold about you and your team, as our [Privacy Policy](#) explains.
7. If the law or the Information Commissioner's guidance changes, we update this section to stay compliant, at no cost to you.

12. Technology and AI

1. We may use reputable digital and AI tools to help with drafting, analysis and admin. A person always checks the work, and no tool makes decisions about your staff.
2. We do not put personal or confidential information into an AI tool unless it has proper data protection and confidentiality safeguards.

3. Where a tool could put people's information at high risk, we assess the risk before we use it.
4. We stay fully responsible for the accuracy and security of everything we produce.

13. Insurance

We hold professional indemnity insurance of at least £1,000,000 for any one claim, with the cost of defending a claim paid on top, and public liability insurance of at least £2,000,000. We renew our cover every year and can send you proof of it on request. Insurance does not change what either of us is liable for under this contract.

14. Liability

1. Nothing in this contract limits liability for death or personal injury caused by negligence, for fraud or for anything else the law does not allow us to limit.
2. **Our limit.** Our total liability to you for everything arising from this contract is limited to the greater of:
 - the fees you paid us in the 12 months before the event that led to the claim
 - the amount our professional indemnity insurance pays out for the claim
3. **Your limit.** Your liability to us is limited in the same way. This does not apply to paying our fees.
4. Neither of us is liable for loss of profit, revenue, business, goodwill or expected savings, or for any indirect loss.
5. We are not responsible for the result where you act against our advice, change it without checking with us or did not give us the full picture, or for the failure of software, systems or suppliers outside our control.
6. We do not pay fines or penalties that a court or regulator imposes on you, except where the law allows it and our insurance covers it.
7. Any claim must be brought within two years of the work being completed, or of the date you knew or should have known about the problem, whichever is earlier.

15. Ending the contract

1. **Projects** end when the work is done. Cancelling is covered in section 8.
2. **Ongoing work** that is not a Retained HR Partner plan: either of us can end it with 30 days' notice in writing. Plans follow section 17.
3. Either of us can end the contract straight away in writing if the other:
 - seriously breaks it and does not put it right within 14 days of being asked to in writing
 - becomes insolvent or stops trading, where the law allows the contract to end for that reason

- cannot do their part for more than 30 days because of events outside their control (section 16)

4. When the contract ends:

- you pay for the work done up to the end date
- any hours you paid for in advance and have not used lapse, unless we agree otherwise
- we give you a short handover summary if you ask, once all fees are paid
- we each return or securely delete the other's confidential information and personal data, apart from what the law requires us to keep and the record in section 11

5. The parts of this contract that should still apply after it ends, such as confidentiality, data protection, liability and resolving disagreements, continue to apply.

16. Events outside our control

1. Neither of us is responsible for delays or failures caused by events outside our reasonable control, such as serious illness, a failure of internet or phone networks, government restrictions, extreme weather, fire, flood, a pandemic, terrorism or civil unrest, industrial action or a power cut.
2. If this happens, we tell each other promptly, do what we reasonably can to limit the effect and start again as soon as we can. Timescales move by the length of the delay.
3. If it lasts more than 30 days, either of us can end the contract in writing.
4. If your named consultant is ill, we arrange cover where we can (section 3).

17. Retained HR Partner plans

This section applies when you take a Retained HR Partner plan. Where it says something different from the rest of these terms, this section applies to your plan.

1. **Your plan.** Your plan, team size, monthly fee, named consultant and any add-ons are set out in your plan confirmation.
 - **Advisory partner:** advice by phone and email for owners, directors and key managers, on a fair-usage basis. For teams under 5 (HR Buddy) that means up to about two hours a month. If you regularly need more, we suggest the plan that fits. We never charge for extra advice without agreeing it with you first.
 - **Outsourced HR team:** your staff can contact us directly, and we work as your HR team within the hours in your plan each month.
2. **The first three months.** Every plan starts with a three-month trial, and you pay the monthly fee for those three months. At the end you can stay, change your plan or leave, with no exit fee. Tell us your choice before the end of month three. If we hear nothing, Advisory carries on month to month.
3. **Trying the Outsourced HR team.** For the three months you pay the Advisory fee for your team size, and we send you a record of hours each month. If you then sign up for 12 months, the extra work is written off. If you choose 6 months, move to Advisory or leave, we

invoice the extra hours at £100 an hour, and never more than the Outsourced plan would have cost for those three months. If we hear nothing, you move to Advisory.

4. After the trial.

- **Advisory** runs month to month. Either of us can end it with one month's notice in writing.
- **Outsourced HR team** runs for the term you choose, 6 or 12 months, starting the day after the trial ends.
- **At the end of a 6 or 12-month term**, it carries on month to month and either of us can end it with one month's notice. We remind you 30 days before the term ends.
- **Leaving during a 6 or 12-month term:** you pay the monthly fee for the months that remain, or you can move to Advisory for the rest of the term instead.

5. Hours on the Outsourced HR team. Your plan includes a set number of hours each month, and we send you a record of the hours used. Extra hours are £100 each plus VAT, and we agree them with you before we use them. Unused hours do not carry over to the next month.

6. Paying. We invoice the monthly fee at the start of each month, and it is due within 14 days. Extra hours, site visits and add-ons are invoiced monthly after the work. Site visits are £100 each in London and Surrey. Visits further afield, and any travel or overnight costs, are agreed with you first. All prices are plus VAT.

7. Changing your plan or our prices. You can move to a different plan or team size from the start of the next month. We do not backdate charges. We can change our prices once a year with at least 30 days' notice. Your prices stay the same during a 6 or 12-month term.

8. Add-ons.

- **Training days** are a yearly allowance, one half day (£800 a year) or one full day (£1,500 a year), used within the plan year.
- **The online training library** is only available on 12-month plans.
- **The recruitment portal** is £50 a month. If your plan ends, you can keep the portal at £50 a month or £600 a year, or let it end.
- **Payroll, health and safety, leadership coaching and HR systems** are quoted separately, as set out in section 4.

9. What is not included. Bigger projects, such as TUPE, redundancy programmes, tribunal preparation and building a new staff handbook, are quoted before any work starts.

18. Recruitment

- 1. What we can and cannot promise.** We help you find and hire the right person. We cannot promise that a suitable candidate will apply, or that the person you hire will stay. You make the hiring decision and the offer.
- 2. Managed Hire.** This is support for your own hiring, not a recruitment agency service. We run the process on your own hiring system, in your name. Before we start, we agree in writing the fee, when it is paid and what happens if the person you hire leaves soon after starting. It is a fixed fee per hire, never a percentage of salary.

3. **Hiring Setup and the hiring system.** The system runs on our partner Hireful's platform, and its terms also apply. Hiring Setup includes the first year of the system. After that it is £50 a month or £600 a year, plus VAT, on its own or as part of a Retained HR Partner plan. We remind you a month before the year ends. Extra roles posted for you are £85 plus VAT each.
4. **Applicants' information.** You decide how applicants' information is used. We, and the hiring system, handle it for you as set out in section 11.

19. Documents and materials we create

1. We own the documents, templates, training materials and methods we create, including anything we created before working with you.
2. Once you have paid, you can use the documents we write for you in your business for as long as you like. That includes giving them to your staff and your advisers, and passing them on if you sell the business. You cannot sell them or share them with others as templates.
3. Your own materials stay yours, and you let us use them only to do the work. Where we update your documents, you own the updated versions, and our own templates and know-how stay ours.
4. We may reuse our general know-how and methods for other clients, never your confidential information or personal data.
5. Where we use AI or other digital tools to create documents, we make sure we have the rights to give you the use described here, and we do not knowingly infringe anyone else's rights.

20. Transferring the contract

Neither of us can transfer this contract to anyone else without the other's agreement in writing. We may transfer it to a business that takes over ours, as long as it agrees in writing to keep to these terms, and we may arrange for someone else to collect payments.

21. Notices

1. Formal notices must be in writing and sent to the other's address, or to the email address last given for notices.
2. An email counts as received when it is sent, unless the sender gets a message that it was not delivered. A first-class letter within the UK counts as received two working days after posting.
3. Day-to-day messages can go by email, phone or any other way we agree.
4. Please keep your contact details up to date with us.

22. Changes to these terms

1. We may update these terms from time to time. The version in force when we agree a piece of work applies to that piece of work.
2. For Retained HR Partner plans, a new version applies 30 days after we tell you about it. If a change is significantly worse for you, you can end your plan before it applies, without paying for the months that would have remained.
3. The prices for a 6 or 12-month term do not change during it.

23. Resolving disagreements, and the law that applies

1. If we disagree about something, we first try to sort it out by talking.
2. If that does not work within 30 days, either of us can suggest mediation with a mediator we agree on, or one appointed by the Centre for Effective Dispute Resolution (CEDR). We each pay our own costs and share the mediator's fees equally.
3. Either of us can still go to court urgently to protect our rights.
4. The law of England and Wales applies to this contract, and the courts of England and Wales deal with any dispute about it.

24. General

1. **The whole agreement.** These terms and your Specification are our whole agreement about the work. Neither of us has relied on anything said or written that is not in them, except in the case of fraud.
2. **If part of this contract cannot be enforced,** the rest still applies.
3. **Not enforcing a right straight away** does not mean giving it up.
4. **No one else** can enforce this contract under the Contracts (Rights of Third Parties) Act 1999.
5. **We are independent.** This contract does not make us partners, agents or employees of each other.
6. **Agreeing the contract.** The contract can be agreed by email or signed electronically, and in separate copies.

End of Master Terms of Business.