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. Each Specification and these terms form a separate contract, so ending one piece of work does not end the others unless we say so.

- **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.
- **You:** the business named in your Specification and, if your Specification says so, the group companies it lists.
- **Plan:** an ongoing service paid for monthly, such as a Retained HR Partner plan.

2. How our contract starts

1. **A proposal or quote:** you accept it in writing, or by paying the first invoice for it. The contract starts when you pay or accept in writing, whichever comes first. If we cannot go ahead, for example because of a conflict of interest, we tell you within two working days and refund you in full.
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. You accept it in writing, or by paying the first invoice for it, and the contract starts in the same way. Your Specification sets out the rules for your plan, and the section on Retained HR Partner plans fills any gaps.
4. A Specification is open for the time it states. If you accept or pay after that, we confirm in writing whether we can still go ahead on the same terms, and refund you in full if we cannot.
5. The person who accepts a Specification confirms they are authorised to do so for the business.
6. If your Specification and these terms say different things, the Specification applies to that piece of work. The exception is the protections in these terms, such as confidentiality, data protection, insurance, limits on liability, ownership of documents and how we resolve disagreements. A Specification changes a protection only if it says clearly which one it changes and how.
7. Your Specification sets out what is included. Anything it does not list is not included.
8. Your own terms of business do not apply unless we agree to them in writing, even if they appear on a purchase order or another document you send us.
9. 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.
10. 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. We are not regulated by the Solicitors Regulation Authority. When you need a solicitor, we tell you and can introduce you to someone who can help.
3. **Our advice is not legally privileged.** Unlike advice from a solicitor, our advice, emails, notes and reports may have to be disclosed in a tribunal or court claim. Where privilege matters, for example when a claim is likely, we suggest you involve a solicitor.

4. We work remotely unless we agree a visit. Online meetings are always included.
5. We aim to reply within one working day. Timescales in your Specification are targets we work hard to meet, not fixed deadlines, unless the Specification says they are.
6. Our advice reflects the law and guidance in force on the day we give it. Employment law changes often. We do not update advice already given unless you ask us to or your plan includes it.
7. We cannot promise a particular outcome, for example how an employee, Acas, a court or a tribunal will respond.
8. **Who we act for.** We act for you, the business, and not for your owners, directors, managers or staff personally. If someone's own interests differ from the business's, for example because they are the subject of a grievance, we keep acting for the business and suggest they take their own advice.
9. **Other clients and conflicts.** We work for other businesses, which may include your competitors, and never share your confidential information with them. If we find a conflict of interest, we tell you and agree what to do. Sometimes that means we cannot act on that matter.
10. **Advice given by phone or in a meeting.** We confirm significant advice in writing. Before you act on advice about a dismissal, a disciplinary sanction, a redundancy or anything else with legal risk, make sure you have it from us in writing. Our advice is based on the facts you give us at the time. If the facts change, check with us again.
11. **Instructions we can decline.** We can decline any instruction we reasonably believe is unlawful, discriminatory or dishonest, or against good professional practice, for example backdating a document or running a process whose outcome has already been decided. We tell you why. If you still want it done, we can end the contract, as the section on ending the contract explains.
12. **Investigations and reviews.** When we investigate or review a matter, we establish the facts and make findings and, where agreed, recommendations. You make the decisions. Our report may need to be shared with the people involved or disclosed in legal proceedings.
13. **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.
14. **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.
15. We rely on the information you give us being accurate and complete.
16. 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. Some add-ons run on a partner's platform, for example the online training library, the recruitment portal and HR systems. We agree with you, case by case, whether the partner bills you directly or we arrange it and include it in our invoice. Either way, 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. If someone tells us something that may be a whistleblowing disclosure, a safeguarding concern or a risk of serious harm to them or others, we tell you promptly, and we may share it with the right authority where the law requires it, or where we reasonably believe someone is at risk of serious harm.

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. **Who can instruct us.** We take instructions from the people named in your Specification and anyone else you name to us in writing, and we can rely on their instructions as yours.
4. Safe access to your premises and systems when the Services need it, and any permissions or licences we need to do the work.
5. **Checking our drafts.** You read and approve the final version of any letter, contract or policy we draft before you use it.
6. **Your decisions.** Our advice supports your decisions. You stay responsible for the decisions you make about your staff and your business.
7. **Changes in your business.** Tell us if your team size changes significantly, or if you buy, set up or sell a business, so we can check the Services and your Specification still fit.
8. 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. **Payment comes first.** We start work only once the first invoice for it is paid. After that, only pay as you go time, extra hours and extras such as visits are invoiced after the work, each month, unless your Specification says otherwise. When prepaid hours run out, we pause until more are paid for.
3. **When you pay:**
    - services bought on our website: when you buy
    - fixed-fee projects: the first payment before we start, then as your Specification says
    - Retained HR Partner plans: the first month before we start, then each month in advance, by the date in your Specification
    - a fixed block of hours: in full, before we start. The hours are used within three months of buying, or the period in your Specification if it is different, and any left after that expire, unless we agree in writing to extend them
    - pay as you go, by the hour or the day: the first hour (or the first day, for day-rate work) before we start; after that, further time is invoiced each month after the work
    - extras such as visits: invoiced each month after the work
4. **Recording time.** Hours are recorded in 10-minute units, and each piece of work is rounded up to the next 10 minutes. They include calls, meetings, emails, reading, research, drafting and admin on your matter. Travel time counts only if your Specification says so.
5. Invoices that start a piece of work are due straight away, because the work begins once they are paid. Other 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.
6. **Extra work.** Work beyond your Specification is charged at our current rate, and we agree it with you in writing before we start.
7. **Records of hours.** For work charged by the hour, blocks of hours and plans that include hours, we send you a record of hours each month.
8. **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.
9. **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.
10. **Pausing work.** If a payment is more than 7 days late, we may pause the Services after telling you. If it is still unpaid 14 days after that, we may end the contract.
11. **Giving evidence.** If we or one of our associates are asked or ordered to give evidence, attend a hearing or produce documents about our work for you, for example in a tribunal or court claim or a regulator's inquiry, you pay for that time at the hourly rate in your Specification, or our current rate, plus reasonable costs. This time is outside any hours in your plan. It does not apply where the claim is about our own negligence.
12. **The HR Health Check credit.** If you buy another service from us within 60 days of receiving your HR Health Check report, the fee 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 a training day free of charge with at least 10 working days' notice. You can move or cancel a site visit free of charge with at least 5 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. On a Retained HR Partner plan, site visits and training days follow the same rules unless your Specification says otherwise. Ending a plan follows the rules in your Specification.

9. Travel and expenses

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. We charge other out-of-pocket expenses, such as venue hire, only where your Specification says so or you agree first.

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, a court or a regulator requires it, or where it is needed to protect someone from serious harm, including a safeguarding concern.
3. This lasts for five years after our contract ends. For information about individuals, such as your staff, and for trade secrets, it has no time limit.
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 employees, workers, job applicants or contractors to do the work, you decide how it is used (you are the controller) and we handle it for you (we are your processor). This section is our data processing agreement with you under Article 28 of the UK GDPR. Your Specification says what data the work involves and where we will work on it. For some work, such as an independent

investigation, we may act as a separate controller instead, because we decide how the information is used. If so, your Specification says so and the same safeguards apply. Otherwise, as your processor, we:

- use it only on your written instructions (your Specification and your messages to us) and only to provide the Services, unless the law requires otherwise, in which case we tell you first where the law allows
- tell you straight away if we think an instruction breaks data protection law
- 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, and help you deal with it
- help you respond to requests from your staff about their data, and help with security, impact assessments and any consultation with the Information Commissioner, 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, Claude (Anthropic), used on a business account, for drafting, research and analysis, Plaud (PLAUD LLC) for recording and transcribing meetings, Tally for online forms, and the HR and payroll systems you use), tell you before adding a new one, so you can object, bind each of them, and any associate who works on your matter, to written terms that protect the data as this section does, and stay responsible for them. Before an associate works on information about your staff, we tell you who they are, so you can object. Our providers may use their own sub-processors, such as AI model providers, under the same protections
- only let it leave the UK with the protections UK law approves, such as the UK International Data Transfer Agreement or Addendum. Some of our providers, including Google, Anthropic and Plaud, process data in the EU or the United States
- return or securely delete it within 30 days of our work ending (for a plan, 30 days after the plan ends, or sooner for a closed matter if you ask), apart from our record of advice below

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, information about criminal convictions such as DBS check results where the work needs it, 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. **Where we work.** Where you give us access to your own systems, such as your HR system or shared drive, we work in them and do not keep copies, apart from a working copy a task needs. Where the work needs its own file, such as an investigation or a case, we keep it in our secure Google Workspace while the work goes on.

5. **HR systems we set up for you.** If we set up an HR information system for you, we agree with you separately, before it goes live, what access we will have to it and what we will do in it. You are the system's customer and you control the data in it.
6. **Our record of the advice.** We keep a record of the advice, reports and documents we gave you for up to seven years after the work ends, so we can deal with any questions or claims. For this record only, we are the controller, as our Privacy Notice explains. We keep it securely, keep only what is needed and use it for nothing else.
7. **Your part.** You make sure your privacy notices to your staff cover sharing their information with an HR adviser, and that you have a lawful basis to share it with us.
8. **Sending us information.** Use the secure method in your Specification. We do not use WhatsApp or other personal messaging apps for your staff's information.
9. **Our own records.** We decide how we use the business contact details we hold about you and your team, and our records of time worked for you (kept in Toggl, with your business name but not your staff's names), as our Privacy Notice explains.
10. 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 use reputable digital and AI tools to help with drafting, research, analysis and admin. A person always reviews the work, and no tool makes decisions about your staff.
2. We only put personal or confidential information into tools on business terms with data protection and confidentiality safeguards, which do not use your information to train their models. We name these tools in the data protection section and tell you before adding a new one.
3. Today our main AI tool is Claude, from Anthropic, on a business account. We may put your business name, information about your business and details of the matter into it. We keep information about your staff to what the task needs, and leave out names and other identifying details where we can.
4. We do not record or transcribe a meeting or interview unless everyone in it has been told before recording starts and you have agreed. A recording or transcript is treated as your staff's data, with the same protection. We delete a recording once the notes from it have been checked, and keep the notes as part of the work.
5. Where a tool could put people's information at high risk, we assess the risk before we use it.
6. 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 all claims arising from a contract is limited to the greater of:
    - the fees you paid us under that contract in the 12 months before the event that led to the claim
    - the amount our professional indemnity insurance pays out for those claims
3. **Your limit.** Your liability to us is limited to the fees paid or payable under that contract in the 12 months before the event that led to the claim. This does not apply to paying our fees, the cover for claims by others below, using our documents beyond what the section on documents and materials we create allows, or the clause on our associates in the General section.
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. **Claims against our people.** You agree to bring any claim only against What If HR Ltd, not against our directors, staff or associates personally. This does not apply to fraud.
8. **Claims by others.** If someone else, such as one of your staff, brings a claim against us, our directors or our associates because of a decision you made, an instruction you gave us or information you gave us that was wrong or incomplete, you cover our reasonable losses and legal costs. This does not apply to the extent the claim is caused by our own negligence or breach of this contract. We tell you promptly about any such claim and do not settle it without talking to you first.
9. 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. The rules on cancelling are under "Cancelling or moving booked work".
2. **Ongoing work** that is not a Retained HR Partner plan or pay as you go: either of us can end it with 30 days' notice in writing. Retained HR Partner plans end as your Specification says.
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
4. We can also end the contract straight away in writing if you insist that we follow an instruction we have declined, or if our people are treated abusively or put at risk.
5. **When the contract ends:**
   - you pay for the work done up to the end date
   - unused hours you paid for in advance lapse if you end the contract, or if we end it because you seriously broke it. If we end it for any other reason, we refund them
   - 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 our record of advice
6. 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.

17. Retained HR Partner plans

This section applies when you take a Retained HR Partner plan. Your plan confirmation is your Specification. It sets out the rules for your plan, including what is included, the hours and fee, how payments work, the term and notice, any trial, any add-ons and what happens when the plan ends. Where your Specification does not cover a point, these rules apply:

1. **Term and notice.** If your Specification does not set a minimum term, there is none. Your plan runs month to month, and either of us can end it by giving notice in writing. The plan then ends on the last day of the calendar month after the month in which notice is given.
2. **Hours.** If your plan includes a set number of hours each month, up to a quarter of them can carry over to the next month if you do not use them. We use carried-over hours first, and any not used by the end of that month expire. Other unused hours expire at the end of the month, and no hours carry over past the end of your plan. This applies to plans agreed from 1 November 2026. Your monthly fee reserves our time for you, so it does not change with the hours you use. We agree extra hours with you before we use them, unless your Specification allows a small amount for urgent matters.
3. **Paying.** The monthly fee is paid in advance and is payable whether or not all the hours are used.
4. **Prices.** We can change our prices once a year with at least 30 days' notice. Your prices stay the same during a minimum term.

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, the system can continue on its own or as part of a Retained HR Partner plan. We agree with you, case by case, whether Hireful bills you directly or we include it in our invoice. We remind you a month before the year ends. Extra roles posted for you are charged as we agree with you.
4. **Applicants' information.** You decide how applicants' information is used. We, and the hiring system, handle it for you under the same data protection terms as your staff's data.

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. Each version has a number and an effective date, and is published as a PDF on our website. Earlier versions stay available there, and your Specification names the version that applies.
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 minimum 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. Our advice is for your business only. No one else may rely on it unless we agree in writing.
3. **If part of this contract cannot be enforced,** the rest still applies.
4. **Not enforcing a right straight away** does not mean giving it up.
5. **No one else** can enforce this contract under the Contracts (Rights of Third Parties) Act 1999, except that our directors, staff and associates can rely on the "Claims against our people" and "Claims by others" clauses in the Liability section.
6. **We are independent.** This contract does not make us partners, agents or employees of each other.
7. **Our associates.** While we work together and for 12 months after, you do not engage any associate who has worked on your matters, directly or through another business, without our agreement in writing. If you do, you pay us a fee equal to the fees we charged you for their work in the 12 months before. This does not stop you hiring someone who answers a public job advert.
8. **Agreeing the contract.** The contract can be agreed by email or signed electronically, and in separate copies.

End of Master Terms of Business.