



Master Products and Services Agreement

These Terms of Engagement shall be binding on all parties and outlines the Terms of Engagement for working with Catherine Kane Associates. There are a number of formalities to address in respect of Catherine Kane Associates ("Contractor") appointment in order to meet both best practice and legal requirements. The Contractor warrants that the advice and other services provided under these Terms of Engagement will be delivered and/or performed in a professional manner and in accordance with industry best practices.

1. Entire Agreement

- i. This Masters Agreement coupled with the individual Product and Services Agreement, is the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous communications, representations, conditions, arrangements, understandings or agreements (oral or written) regarding the subject matter hereof, and no such representation condition, understanding or agreement shall be binding on the parties unless incorporated therein.

2. Confidentiality

- i. The Contractor understands that it will be receiving or already has received or had access to information which you consider to be proprietary and confidential in nature ("Confidential Information").
- ii. The Contractor and its employees may only use your Confidential Information as necessary to provide advice and other services as specified in the Agreement, and shall not permit any of your confidential information to be copied, reproduced or duplicated by any means or under any circumstances whatsoever, unless otherwise agreed with the Parties.
- iii. The Contractor agrees that neither The Contractor nor its employees will disclose any of your confidential information in any manner whatsoever to any employee, (except those directly engaged in the performance of the advice and other services as specified herein) nor to any third party.
- iv. The Contractor also agrees not to disclose to you, or induce you to use, any confidential information or material in violation of the rights of any former employers or clients of The Contractor or its employees, or in violation of the rights of any other third parties.
- v. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, and Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- vi. The Contractor agrees to hold all information provided by you confidential save, until, either the information enters the public domain, or The Contractor is given the same information by a third party, or is released from its confidentiality requirement by you or three years have elapsed whichever- ever is the sooner.
- vii. You agree to hold confidential all information about The Contractor proposal(s), fee structures, fees and personnel.

3. Rights of Ownership

- i. The Contractor warrants that all personnel provided to fulfil the contract, whether full-time employees or not, will be employed on terms that protect the Clients intellectual property rights.
- ii. The Contractor has a body of intellectual property. This 'underlying IP' includes, but is not limited to, databases, analysis, reports, supplier and technology evaluations, charts, and graphs held both electronically and on paper. When a client contracts with The Contractor to provide consultancy services, this does not transfer any of The Contractor underlying IP to any client under any circumstances.

4. Responsibility for work

- i. The Contractor and the Contractors Associates and Partners will undertake all the direct work. Anything that is deemed to be administration will be undertaken by the Contractors' administration team unless otherwise agreed. The Contractors' team will ensure best practice and speedy delivery of work.

5. Time Estimation

- i. Prior to fulfilling any request for advice or other services, the Contractor will provide the Client in good faith, an estimate in writing, of the time and total charges the Contractor believes to be required to complete the Clients' request.
- ii. The Contractor will not perform any work regarding a specific request for advice or services until the Client has approved the estimated hours and expenses in writing.
- iii. If at any point during the provision of advice and/or services for a particular request, the Contractor believes the time and/or expenses required to complete the services will be materially greater than the estimate, the Contractor will promptly cease work and notify you in writing of the revised estimate. The Contractor will not resume work until the revised estimate has been approved by the Client in writing.

6. Performance

- i. All commitments with respect to the timing and scope of a project given to the client by the Contractor – whether verbal or written – are made in good faith but are made necessarily in advance of knowing the full scope of the difficulty that may pertain to performance on specific points. For this reason, whilst The Contractor agrees to use its best endeavours to fulfil such commitments to clients on the timing and the scope of consultancy and other projects the Contractor cannot guarantee performance in either respect.
- ii. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
- iii. The Contractor shall provide Personnel in sufficient numbers to properly execute the Services.
- iv. The Contractor shall implement and operate measurement and monitoring tools and procedures to measure and report to the Customer on its performance.
 - a. If in the reasonable opinion of the Client, The Contractor fails to provide the Services in accordance with the requirements of the Agreement (and without prejudice to any other rights and remedies of the Client in the Agreement) The Contractor shall within 5 Business Days:
 - a) perform a root-cause analysis to identify the cause of such failure;
 - b) provide a plan and/or date (as applicable) that is within a period as would be provided in accordance with Good Industry practice for correcting such failure;
 - c) provide the Client with reasonable evidence that such failure shall not recur; and
 - d) provide the Client with a written report detailing the cause of, and procedure for correcting, such failure.
- v. The Services will be performed in accordance with Good Industry Practice by Personnel of appropriate skill and experience acting at all times in good faith and with due diligence and in accordance with the Contractor.

7. Charges and Payments

- i. The Client shall pay the charges as set out in the individual Product and Services Agreement which shall specify whether they shall be on a fixed fee basis, time fee basis, an adhoc basis or a combination of any.
- ii. The Contractor wants to help the Client ensure that your employees are properly contracted, fully committed, highly engaged and thoroughly protected. The Contractor will work with the Client to plan and execute innovative HR initiatives, which will enhance the way the Client recruits, engages, manages and develops their employees, with an end goal of reducing overheads and minimising employer liability.
- iii. The remuneration structure agreed between the Client and The Contractor may be based on a number of methods. These are a 'fixed fee' or a 'time based rate' (e.g. day rate, also known as a per diem fee, or an hourly rate).
- iv. The client agrees to pay The Contractor according to the fee structure outlined in The Contractors individual Product and Services Agreement, as amended by subsequent written correspondence.
- v. Condition 6ii shall apply if the Contractor provides HR Consultancy Services on a time and materials basis. Condition 6iii shall apply if The Contractor provides Services for a Fixed fee. The remainder of this Condition 6 shall apply in either case.

ii. Time basis.

The charges payable for Time based Consultancy/Projects (examples include Investigations, Organisational reviews, 'Fly on the Wall' assessments, Coaching) shall be calculated as a fixed price, tailored for each project.

The Contractors' fee rates for each individual person are calculated on the basis of an 8 hour day, worked between 9.00am -5.00pm on weekdays.

All charges quoted to the Client shall be exclusive of VAT, which the Contractor shall add to the invoices at the appropriate rate.

The Contractor shall ensure that every individual whom the Contractor engages to provide Consultancy completes time sheets recording time spent on the HR Consultancy/Project Services, and the Contractor shall use such timesheets to calculate the charges covered by each monthly invoice referred to in Condition 6ii.

The Contractor shall invoice you monthly for charges for time, expenses, materials and travel together with VAT where appropriate for each month concerned, calculated as provided for in condition 6ii.

The Client shall pay each invoice submitted by the Contractor, in full and in cleared funds, within 30 days of the date of invoice to a bank account nominated in writing by the Contractor.

Car mileage incurred by the Contractor in 'time basis' Services will be charges at 45 pence per mile.

iii Fixed fee basis

Such as the Contractors' Annually Managed Services Agreement, the total price for the HR support is based on the number of employees at the start date of the contract (and reviewed periodically and annually thereafter). The fees structure is tiered and covers the number of employees. The exact cost for the Client shall be the amount set out in the Clients' Welcome Letter. The total amount will be the annual fixed fee which will be payable, by monthly subscription, in advances.

Any necessary travelling time, will be charged accordingly- See Adhoc usage packages.

Time is recorded in fifteen minute units and where time recorded for work is less than fifteen minutes, it will be rounded up to the net unit.

8. Adhoc usage Services

- i. The Contractor offers a Service for adhoc HR requirements.
 - a. 'HR by hr®' is available for existing Clients on the Annually Managed Services Agreements.
 - b. This Service is available for those organisations who use the Contractors services as and when needed and only pay for the time needed, with no need to sign up to a contract.
- ii. The fees for this HR by hr® service are clear and transparent, and provide the Client a pricing matrix, where number (bundles) of hours can be purchased.
- iii. Adhoc usage Services (HR by hr®) are purchased in advance, via the Contractors website. Clients are given the option to buy a range of "Bundles" of HR support. Each "Bundle" consists of a fixed number of hours and a fixed price.
- iv. Purchased "Bundles" can be used for onsite (with 2 weeks' notice), telephone or email HR support (response to initial query being a maximum of 2 working days).

9. Annual Charge Review

- i. The Contractors' hourly charges are reviewed annually with a minimum increase of 5% with effect from the 6th of April each year. The Contractor will notify the Client of any increase in advance, which will take effect immediately.

10. Expenses

- i. The Contractor contracts with clients stipulate whether they are 'fixed price' (i.e. all expenses will be included within the pre-negotiated fee and not charged supplementary to the client) or 'time fee' – in which case expenses are levied in addition to the Contractors' agreed fee.
- ii. The Contractor employees are required to obtain receipts for expenses wherever practical. These are retained by The Contractor and are available for inspection by the Client upon their request.

11. Time Considerations

- i. It is the Contractors' policy to consider whether the costs which incurred, will justify the potential benefit to the Client of the work the Client asked The Contractor to undertake.

12. Ownership of Intellectual Property

- i. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement will be the property of the Contractor. The Client is granted a non-exclusive limited- use licence of this Intellectual Property.
- ii. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

13. Paperless Office

- i. The Contractors' policy is to work as paperless as possible to protect the environment, ensure accessibility for the Contractors' team and clients and to reduce administration and improve productivity for Clients.
- ii. The Contractor provides a state of the art digital document management system for Clients subscribing to the HR Managed Service), all documents that come into the Clients' office can immediately be electronically stored, making it easy to send them electronically to everyone who needs it and control access.

14. E-Mail Security

- i. Unless the Client instructs the Contractor otherwise the Contractor will where appropriate, communicate with the Client and third parties via email or by electronic means.
- ii. With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. The Contractor uses industry standard virus scanning software to reduce the risk of viruses being transmitted through emails. However, electronic communication is not totally secure and the Contractor cannot be held responsible for damage or loss caused by viruses, nor for communications which are corrupted or altered after dispatch.

15. Data Protection

- i. The Contractors' Privacy Policy sets out how the Contractor stores and uses data about their clients in accordance and compliance with United Kingdom data protection law. The Client can request a copy from the person handling the Clients work at any time.

16. Quality of Service

- i. The Contractor works hard to maintain an exemplary level of service at all times. If at any stage the Client feels that they have not received the quality of service they were expecting, please let the Contractor know.

17. Limitation of the Contractors' liability to the Client

- i. The Client agrees that The Contractor will have no liability; for losses that were not caused by any breach of contract, negligence, statutory duty or other act or omission on the Contractors part, or where any loss suffered by the Client is caused directly or indirectly by the Clients own actions or the Clients failure to act.
- ii. The Contractor will not be liable to the extent that any losses, penalties, interest or additional tax liabilities are due to the acts or omissions of any other person or due to the provision to the Contractor of incomplete, misleading or false information or if they are due to failure to act on the Contractors' advice or failure to provide the Contractor with relevant information.
- iii. Nothing in this section will serve to limit or exclude either party's liability for death or personal injury arising from its own negligence.
- iv. Where any damage or loss is suffered by the Client or which The Contractor would be joint and several liable with any third party(ies), the Client agrees that the extent to which that damage or loss will be recoverable by the Client from The Contractor, will be in proportion to The Contractor contribution to the damage or loss and will not be increased because of the Clients' inability to recover from any third party(ies); or any limitation of liability which the Client have agreed with any third party(ies).

18. Limitation of the Contractors' Liability in relation to third parties

- i. All documents and advice that the Contractor provides to the Client are for the Clients' sole use and not for any third party; unless the Contractor has expressly agreed in writing that a specified third party may use the Contractors' documents or rely on the Contractors' advice.
- ii. The Client agrees to indemnify the Contractor and their partners, consultants and employees in respect to any claim (including, but not limited to, any claim for negligence) arising out of any unauthorised disclosure by the Client or by any person for whom the Client are responsible, of the Contractors' advice and opinions, whether in writing or otherwise.
- iii. This indemnity will extend to the costs of defending any such claim, including payment at the Contractors' daily rates are set according to HR by hr® at the time of issue) rates (for the time the Contractor spends defending it.
- iv. Without prejudice to other more restrictive limitations elsewhere in this contract, liability on the part of The Contractor is limited to the value of the contract with the client or the value of the loss whichever is the smaller.
- v. The Contractor accepts no liability for the consequences of its information, opinions and advice, whether direct or indirect.

19. Notice

- i. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties address (above).

20. Independent Contractor

- i. It is agreed The Contractor and its employees are independent contractors and not employees of the Clients' business.
- ii. Neither party may act as an agent for or make a commitment on behalf of the other party.
- iii. The Contractor employees are not eligible for any employee benefit programs of your business, including but not limited to workers compensation, disability insurance or unemployment insurance.
- iv. It is further agreed that employees of The Contractor will not hold themselves out to be employees of your business.
- v. The Client and The Contractor agree that under the terms of this Agreement, The Contractor will be responsible for properly reporting and paying any and all taxes with respect to amount(s) paid to The Contractor by you hereunder, as well as for withholding requirements which may be imposed upon The Contractor as an employer of others in connection with this Agreement.
- vi. Whilst The Contractor agrees to use its best endeavours to perform the contract for the client as specified, The Contractor will not be responsible for any delays or failure to complete the contract which are beyond The Contractor control and which could not have been reasonably predicted.
Where the delay caused by third party events outside either party's control or influence causes such delay that the purpose of the contract is wholly or significantly destroyed, either party shall be entitled in these circumstances to cancel the remaining portion of the contract. In such circumstances the client will not make any further payments of fees but there will be no refund of payments already made (including any payments for that part of the contract that remains unfulfilled) and The Contractor will be entitled to recover any costs already incurred.

21. Non-Poaching Agreement

- i. The Contractor has a strict Non-Poaching Policy. This policy is effective for the business named as the Client or Company and any of its subsidiaries or parent companies.
- ii. The Contractor will agree not to poach staff from the Clients' business and the Client agrees not to poach staff from The Contractor. Should the Client wish to employ directly any of the The Contractor team, in any capacity whatsoever, the Client will need to notify the organisation before any action is taken and the Parties can discuss viability of the request for both parties and the individual involved.
- iii. Should an agreement not be made and any of the Contractors' team is poached, the Client agrees to pay a transfer fee equal to the 2 months of the individual's annual gross salary for immediate payment.
- iv. Should the Client not inform The Contractor and be found to have poached a member of the team, the Client will be charged the fees referred to above for immediate payment.

22. Hiring Permanent HR or Recruitment Employees

- i. Should the time arise, The Contractor advises clients when the Contractors cost of services is outweighed by the need to hire a permanent onsite HR Manager or HR Administrator. The Contractor will ensure that they assist the Client recruit such a person.
- ii. Incorporated in this service is the on-boarding, handover and initial training of this employee, so that the Client has a smooth transition into the business.
- iii. The Contractor will also be available to continue consultancy as required, whether that be in an HR administration or management capacity. The Contractor will discuss the process with the Client prior to recruitment and ensure that a three month plan is put in place.

23. Querying an Invoice

- i. If the Client wishes to query the amount of any invoice rendered by the Contractor, please contact the person dealing with the matter in the first instance.
- ii. For direct requests, please email info@catherinekaneassociates.co.uk. If escalation is required, the query can be dealt with through the Principal.

24. Insurances and Indemnification

- i. The Contractor holds fully valid Professional Indemnity Insurance, Employers and Third Party Liability Insurance.
- ii. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

25. Payment Terms

1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.
- i. The Contractors' payment terms for
 - a) Managed Service Agreements, are by monthly subscription paid via direct debit, in advance.
 - b) Adhoc Usage Services (HR by hr®) are purchased in advance by debit card, via the Contractors website.
 - c) All other Agreements are set at thirty (30) days from receipt of the invoice unless otherwise agreed.
- ii. Any amount payable that is not paid when due, will accrue interest at eight and a half percent (8.5%) per month or the maximum rate permitted by UK Law, whichever is less, from the due date until paid. The Contractor is entitled to keep Clients' file(s) until payment is received in full.
- iii. The Client agrees to be bound by the payment terms stipulated in the Agreement. If the Client fails to make any final payment without giving notification of due cause, then The Contractor will withhold delivery of any final reports and will not be responsible for any inconvenience, loss or damage so caused.

26. Integral part of contract

- i. The client, in signing the contract, accepts that all of these terms have been read, understood and agreed.
- ii. The client agrees that all of the above terms form part of the contract between the Client and The Contractor, except where explicitly excluded or modified by the contract and shall take precedence over and shall not be varied by any other means including any terms or conditions that the client may from time to time apply to suppliers.

27. Equality and Diversity

- i. The Contractor is committed to promoting equality and diversity in all of their dealings with clients, third parties and employees. A copy of their Equality and Diversity Policy can be requested by emailing info@catherinekaneassociates.co.uk

28. Dispute Resolution

- i. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
- ii. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with laws of the country. The arbitrator's award will be final, and judgement may be entered up in it by any court having jurisdiction within the County of Northern Ireland.

29. Remedies

- i. The rights and remedies of the parties provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies available at law or in equity. If either party is compelled to seek judicial enforcement of its rights under this Agreement, the prevailing party in any such action shall be entitled to recover its reasonable costs and expenses incurred in enforcing its rights, including reasonable legal fees.

30. Assignment

- i. Except in connection with a merger or sale of all or substantial assets, neither party shall assign this Agreement or any rights or obligations hereunder, without the prior written consent of the other.

31. Compliance with Laws and Jurisdiction

- i. The Contractor is not authorised by the Financial Services and Markets Act 2000 to offer investment related activities (including insurance mediation activities) because the Contractor is not regulated by the FSA. The Contractor are engaged only to provide HR Consultancy Services and nothing that the Contractor say or do should be construed as advice to anybody on the investment merits of acquiring or disposing of particular investments, including insurance contracts, or as an invitation or inducement to anybody to engage in investment- related activities (including insurance mediation activities).