

# Terms and Conditions

These Terms and Conditions are for the purchase and sale of services by Black Star HR Limited ("Black Star HR"), a company registered in England under company number 16177048, whose registered office is at 6 Glebe Road, Uxbridge, Middlesex, UB8 2RD.

## 1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

|              |                                                                                                                                                                           |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Client"     | means the organisation/company (including their employees, agents or assigns), who purchases and/or receives the service(s) from Black Star HR                            |
| "Conditions" | means the terms and conditions set out in this document.                                                                                                                  |
| "Contract"   | means the Contract between Black Star HR and the Client, which shall be deemed to incorporate these Conditions and the terms on any individual Proposal                   |
| "Fees"       | means the Fees payable for Services                                                                                                                                       |
| "Parties"    | means both Black Star HR and the Client, and Party shall refer to either one.                                                                                             |
| "Proposal"   | means Black Star HR's letter or other communication to the Client setting out the basis on which Black Star HR will work with the Client, including any payment schedule. |
| "Services"   | means the services, including any goods and materials, detailed in the Proposal to be supplied by Black Star HR to the Client                                             |
| "Writing"    | includes electronic mail and any comparable means of communication.                                                                                                       |

## 2. The Contract

- 2.1. Any Proposal provided by Black Star HR shall not constitute an offer and is only valid for a period of 30 days from its date of issue.
- 2.2. These Conditions and the Proposal provided by Black Star HR constitute the entire Contract between the Parties.
- 2.3. The contract is considered to start when the Client confirms acceptance of Black Star HR's Proposal and these Conditions and Black Star HR positively acknowledges the Client's acceptance and receipt of any advance payment Black Star HR requests. The Conditions will remain in force for the period specified in the Proposal.
- 2.4. The Parties agree to do everything necessary to ensure that the terms of this contract take effect.
- 2.5. These Conditions apply to the contract to the exclusion of any other terms that the Client seeks to impose or incorporate or that are implied by trade, custom, practice, or course of dealing.
- 2.6. Any amendment or modification of this contract or additional obligation assumed by either Party in connection with this contract will only be binding if evidenced in writing, signed by each Party or an authorised representative of each Party.

## 3. Authority to Give Instructions

- 3.1. Unless Black Star HR is acting for the Client personally, the Client should tell Black Star HR at the outset who is authorised to give Black Star HR instructions.

- 3.2. Unless Black Star HR is advised to the contrary, Black Star HR will assume that Black Star HR is authorised to accept instructions from any person whom Black Star HR reasonably believes to have authority to give instructions to Black Star HR.
- 3.3. Black Star HR can and will act on instructions given orally or via electronic communication.

#### **4. Delivery of Services**

- 4.1. Black Star HR's Proposal will outline the Services specific to this contract.
- 4.2. Black Star HR will provide the Client with an estimate of how long a project should take, including the production of documentation and file notes where necessary. However, this must be treated as an estimate and may change if circumstances change.
- 4.3. Black Star HR will provide the services in accordance with the Client's instructions. Unless otherwise specified in the Client's instructions, all times, dates, and prices are estimates only and may vary as a result of, without limit, the level of changes requested by the Client.
- 4.4. Black Star HR shall perform the services with a reasonable level of skill and care in accordance with a degree of diligence, prudence and foresight which, as at the relevant time, would reasonably be expected from a skilled and experienced HR professional seeking in good faith to comply with their contractual obligations.
- 4.5. Black Star HR will perform the Services using its own staff. However, Black Star HR reserves the right to subcontract the whole or part of the work to its Associates, and where necessary for compliance with Data Protection Regulations, Black Star HR will inform the Client of this.
- 4.6. Unless otherwise agreed in writing, tribunal attendance or expert witness services are not included as standard and are available at an additional charge.
- 4.7. Any additional work or variations to the Proposal will only be undertaken upon acceptance of a separate agreement with all costs to be agreed by both Parties, in writing, before work commences.
- 4.8. Where the Contract is for the continuous provision of the services, Black Star HR will undertake a periodic usage and performance review, at intervals of no more than six (6) months, to ensure the Client is on the most appropriate service plan for the Client's business.

#### **5. Fees and Payment**

- 5.1. Black Star HR's proposal will outline Fees specific to this Contract. The Fees do not include Value Added Tax ("VAT"). All prices are in pounds sterling.
- 5.2. For retained services, Black Star HR's prices will be reviewed every 12 months. Black Star HR will always give the Client one (1) month's notice of any changes, at which point the Client may exercise their right to terminate the contract if the Client is not happy with the changes.
- 5.3. Additional charges may be applied for travel, accommodation and subsistence depending on the location where the services are to be provided and the duration of this contract. All additional charges will be agreed upon with the Client in advance.
- 5.4. The Client will be invoiced per the schedule outlined in Black Star HR's Proposal.
- 5.5. Invoices are payable within fourteen (14) calendar days of the invoice date.
- 5.6. Black Star HR accepts payment by Bank Transfer. Bank details are on the Invoice.
- 5.7. Any queries relating to an invoice must be received within 7 days from the invoice date. Until a query is resolved, the Client remains liable to pay the undisputed part of an invoice within the original timescale detailed on it.
- 5.8. If payment of the Fees or any part thereof is not made by the due date, Black Star HR may:

- 5.8.1. Cancel the Contract or suspend any further provision of the services to the Client with immediate effect. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services;
  - 5.8.2. Exercise Black Star HR's statutory right to charge interest at 8% above the Bank of England base rate on late business debts under provisions in the Late Payments of Commercial Debts (Interest) Act 1998;
  - 5.8.3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to the Client. Black Star HR shall be entitled to submit such reminders on a weekly basis once the Fees have become overdue;
  - 5.8.4. Charge the Client the costs of recovery of any outstanding amount, including legal costs and disbursements.
- 5.9. If the Client terminates this contract prior to completion of the services but where the services have been partially performed, Black Star HR will be entitled to pro rata payment of the Fees to the date of termination provided there has been no breach of contract on Black Star HR's part.

## **6. Client responsibilities**

- 6.1. The Client acknowledges that Black Star HR's ability to provide the services depends on the Client's full and prompt cooperation and the accuracy and completeness of any information and data the Client provides to Black Star HR.
- 6.2. Accordingly, The Client shall:
  - 6.2.1. In a timely manner, provide Black Star HR with access to and use of all information, data, and documentation reasonably required by Black Star HR for the performance of Black Star HR's obligations under the contract.
  - 6.2.2. Ensure Black Star HR has any required access to the Client's premises and suitable space and facilities to deliver the services at the agreed-upon dates and times.
  - 6.2.3. Agree to follow Black Star HR's reasonable instructions and procedures with respect to the Services.
  - 6.2.4. Be on time for any planned meetings or events. Should circumstances change and the Client cannot make a scheduled meeting or event, Black Star HR should be given a minimum of 24 hours' notice to rearrange. Any meeting cancelled within 24 hours of the scheduled date and time may incur additional charges.
  - 6.2.5. Respond promptly to requests for reviews of drafts and proofs of documents and acknowledge that if more than two weeks elapse between the first submission of a document for review and the Client's approval of the said document, the Client will be invoiced for any balance owing after the two weeks. Note that any documents not approved within three months of submission will be deemed to have been accepted, and any further revisions will be considered a new project and, as such, subject to additional Fees.
  - 6.2.6. Make any payments due to Black Star HR in a timely manner.
  - 6.2.7. Agree not to contract directly with any Associate introduced by Black Star HR for the duration of this Contract and for a period of not less than 6 months after this contract has ended without Black Star HR's prior approval. Should the Client be found in breach of this clause, Black Star HR will invoice the Client for 50% of the value of the contract with the Associate.
- 6.3. To ensure that there are good records of Black Star HR's advice, Black Star HR may send file notes to the Client from time to time. These may be in the form of advisory emails, or standalone documents. These file notes act as a record for both Parties of the advice given and the context of that advice. Black Star HR make Black Star HR's file notes as accessible as possible. The Client should

review all file notes that Black Star HR send and within a reasonable period of time bring to Black Star HR's attention any matters that may require further attention.

- 6.4. The Client acknowledges that Black Star HR are not qualified as employment law solicitors and therefore any HR advice given in relation to employees and their contractual arrangements will be made with Black Star HR's expertise in interpreting employment law.

## **7. Access and Communication**

- 7.1. Black Star HR are contactable on working days between 09.00 and 17.00.
- 7.2. All telephone calls will be responded to as soon as possible and usually on the same day the call is received. All other correspondence will be responded to within 48 hours of receipt unless it is not practicable to do so. All communication will be via electronic means unless the Client specifically requests otherwise.
- 7.3. Black Star HR is committed to providing clients with a high-quality, efficient, and effective service. If a client has any feedback or concerns, they can email [swhitaker@blackstarhr.com](mailto:swhitaker@blackstarhr.com).

## **8. Cancellation**

- 8.1. The Client may terminate a project-based service at any time by providing no less than seven (7) days' written notice to Black Star HR. In the event of cancellation, the Client shall be liable for payment of all work completed up to the date of cancellation, including any incurred expenses. If the project is cancelled after work has commenced but before completion, Black Star HR reserves the right to retain any deposit paid and invoice for any additional work carried out.
- 8.2. Where the Client has engaged Black Star HR under a fixed-term agreement (e.g., maternity cover or specific services for a defined period), the contract shall continue for the agreed term. Should the Client wish to terminate the contract before the end of the fixed term, the Client shall be liable for payment of the remaining Fees due for the entire contractual period. No refunds or partial refunds will be provided for early termination unless agreed in writing by Black Star HR.
- 8.3. For retained services provided on a monthly rolling basis, either party may terminate the agreement by giving no less than thirty (30) days' written notice. The Client remains liable for any Fees due up to and including the end of the notice period. Payments already made for any period beyond the notice period shall be refunded at Black Star HR's discretion, subject to deductions for any services rendered.
- 8.4. For training programmes, the following cancellation terms apply:
- 8.4.1. Bespoke Training Programmes – A non-refundable deposit of 25% of the total fee is required upon booking. The remaining balance shall be payable in agreed instalments as outlined in the proposal. If the Client cancels a training programme before completion, all Fees due up to the cancellation date must be paid.
- 8.4.2. Rescheduled Training – Where the Client requests to reschedule a training session, Black Star HR will make reasonable efforts to accommodate the request. However, rescheduling may be subject to additional Fees.
- 8.5. Black Star HR reserves the right to cancel any service at its discretion with reasonable notice, subject to a full refund of any Fees paid for services not yet delivered.
- 8.6. Any cancellation must be made in writing.
- 8.7. The Client acknowledges that, upon termination of services, Black Star HR is not responsible for any consequences arising from the cancellation of HR support, training, or advisory services.

## **9. Termination**

- 9.1. Black Star HR may terminate this agreement immediately by providing written notice to the Client if the Client fails to pay any amount due under this agreement within seven (7) days of the payment

due date.

- 9.2. Either Party may terminate this Contract immediately, without notice, if the other Party:
  - 9.2.1. Commits a material breach of this Contract that is incapable of remedy.
  - 9.2.2. Commits a material breach of this Contract which is capable of remedy but fails to remedy such breach within 30 days of being notified in writing to do so.
  - 9.2.3. Ceases, or threatens to cease, to carry on business (except where prohibited under Section 14 of the Corporate Insolvency and Governance Act 2020).
  - 9.2.4. Engages in any act, omission, or conduct which, in the reasonable opinion of the terminating Party, is likely to bring the other Party into disrepute or adversely affect its reputation or goodwill.
- 9.3. Subject to Section 14 of the Corporate Insolvency and Governance Act 2020, either Party may terminate this Contract immediately if the other Party:
  - 9.3.1. Becomes subject to a winding-up petition, administration Order, or any other formal insolvency procedure, provided such termination is permitted by law.
  - 9.3.2. Enters into an arrangement with its creditors or takes any step to propose such an arrangement; or
  - 9.3.3. Becomes unable to pay its debts as they fall due.
- 9.4. To avoid doubt, Black Star HR's right to terminate this Contract for an insolvency-related event shall be exercised only to the extent permitted under applicable law.
- 9.5. If the Client enters a formal insolvency process and termination of this Contract is prohibited by Section 14 of the Corporate Insolvency and Governance Act 2020:
  - 9.5.1. Black Star HR shall continue to provide its Services under the Terms of this Contract unless otherwise directed by the court.
  - 9.5.2. Black Star HR may request adequate assurances of payment or reasonable security per the Act.
- 9.6. Nothing in this clause shall affect or limit any statutory obligations or rights arising under the Corporate Insolvency and Governance Act 2020 or related legislation.
- 9.7. All Contract termination notices should be submitted to the other Party in Writing.

## **10. Consequences of Termination**

- 10.1. On termination of the contract for any reason:
  - 10.1.1. All outstanding unpaid invoices and interest become immediately payable.
  - 10.1.2. The Client should return any of Black Star HR's equipment and materials stored at the Client's premises. If The Client fails to do so, then Black Star HR may enter The Client's premises and take possession of them. Until they have been returned, The Client shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Contract.
- 10.2. The accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.
- 10.3. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **11. Indemnity**

- 11.1. Black Star HR shall use all reasonable endeavours to meet any milestones and deadlines specified in the contract; however, any such dates shall be estimates only. If Black Star HR's obligations under

this contract are prevented or delayed by any act or omission by the Client, then Black Star HR shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from the prevention or delay.

- 11.2. The Client guarantees to Black Star HR that the Client has permission to use any text, graphics, photos, designs, trademarks, or other materials that the Client provides for inclusion in any materials Black Star HR prepares for the Client. The Client shall indemnify Black Star HR against all costs, claims, demands, expenses, and liabilities of any nature arising out of or in connection with any breach of this warranty.
- 11.3. The Client shall be liable to pay to Black Star HR, on demand, all reasonable costs, charges or losses sustained or incurred by Black Star HR arising directly or indirectly from any fraud, negligence, failure to perform or delay in the performance of any of the Client's obligations under the contract, subject to Black Star HR confirming such costs, charges and losses to the Client in writing.
- 11.4. Whilst Black Star HR's employees or sub-contractors are working on the Client's premises, the Client shall ensure the health and safety of those people. The Client shall indemnify Black Star HR and keep Black Star HR indemnified against all losses, damages and expenses incurred or suffered by Black Star HR in connection with any and all claims made in respect of any injury, death or loss suffered by those employees or sub-contractors as a result of working at the Client's premises.

## **12. Black Star HR's Liability**

- 12.1. In providing the services, Black Star HR shall use all reasonable endeavours to give current, pertinent and correct, according to law, HR advice based on the information available, but the Client shall remain wholly responsible for determining matters of policy or action related to that advice.
- 12.2. If Black Star HR have advised a particular course of action, including but not limited to seeking professional legal advice, Black Star HR shall not be liable for any loss, damage, costs or expenses incurred by the Client as a result of acting against Black Star HR's advice.
- 12.3. Additionally, Black Star HR will not be liable where the Client continues to use information beyond the time in which Black Star HR works with the Client, that is no longer correct due to statutory or legislative changes.
- 12.4. Nothing in this Contract shall exclude or limit either Party's liability for death or personal injury resulting from the negligence of that Party or their employees, agents or sub-contractors, for fraudulent misrepresentation or concealment or for any other liability that cannot be in any way excluded or limited at law.
- 12.5. Except as otherwise expressly provided in the Contract:
  - 12.5.1. Black Star HR's liability to the Client in contract, tort, negligence or otherwise arising out of or in connection with the Contract or the performance or observation of its obligations under the Contract shall be limited in aggregate to the monthly charges paid by the Client to Black Star HR under the Contract; and
  - 12.5.2. Black Star HR shall not be liable in contract, tort, negligence or otherwise arising out of or in connection with this Contract for any economic losses (including, without limitation, any loss of profits, business, contracts, goodwill, revenue or anticipated savings) or any special, indirect or consequential losses or any destruction of data arising out of or in connection with the Contract.
- 12.6. This indemnification will survive the termination of this Contract.

## **13. Confidential Information**

- 13.1. In the absence of a separate NDA, the following will apply:

- 13.1.1. Each Party acknowledges that in connection with this Contract, it may receive certain confidential or proprietary technical and business information and materials of the other Party (“Confidential Information”).
- 13.1.2. Each Party, its agents and employers shall hold and maintain in strict confidence all Confidential Information, shall not disclose such Confidential Information to any third party and shall not use any Confidential Information except as may be necessary to perform its obligations under this Contract except as may be required by a court or governmental authority of competent jurisdiction.
- 13.1.3. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving Party or is otherwise properly received by a third party without an obligation of confidentiality.
- 13.1.4. On the conclusion or termination of the Contract, both parties shall cease to use all copies of confidential information obtained from the other except in so far as the law requires the information be retained, in which event it shall be kept until such period is over and, in any event, kept strictly confidential under the provisions of this clause.
- 13.1.5. Nothing in this clause shall restrict either Party, subject to obtaining the permission of the other, from discussing the existence of this Contract, the nature of the Services to be delivered under it or the nature of the relationship between the parties.

#### **14. Intellectual Property**

- 14.1. The Client will have the full right and licence to use copies of materials Black Star HR create for the Client for the particular purpose for which they were prepared. However, all copyright and other intellectual property rights in all documents, reports, written or electronic advice or other material provided by Black Star HR to the Client remain with Black Star HR. If the Client wishes to use copies of these materials for purposes other than those for which they were prepared, the Client will require Black Star HR’s written permission.
- 14.2. No presentation shall be recorded, reproduced, or transmitted in any manner or by any means whatsoever without the prior written consent of Black Star HR. The Client warrants that they will reasonably try to prevent individuals from doing so.
- 14.3. Should a recording be authorised, a copy must be given to Black Star HR to review before any distribution, and it has the right to withdraw consent if it feels the recording is of inferior quality and does not accurately reflect the Black Star HR brand. The Client agrees that the recording is for internal use only.

#### **15. Papers, Documents and Electronic Communication**

- 15.1. The Client agrees that Black Star HR may store documents and papers electronically.
- 15.2. It is important that the Client keep all documents that relate in any way to the matter in respect of which the Client have instructed Black Star HR. This also includes but is not limited to electronic data such as emails.
- 15.3. At the conclusion of a matter Black Star HR are entitled to retain all the Client’s papers and documents while there is money owing to Black Star HR for Black Star HR’s charges and expenses.

#### **16. Force Majeure**

- 16.1. Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include but are not limited to, illness, power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of

terrorism, acts of war, governmental action, Pandemic, epidemic or any other event that is beyond the control of the Party in question.

## **17. Data Protection**

- 17.1. Both Black Star HR and the Client shall comply with all applicable data protection laws and regulations, including but not limited to the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, in relation to the processing of personal data under this Contract.
- 17.2. For the purposes of this Contract, Black Star HR and the Client acknowledge that each Party may act as a data controller or data processor, depending on the nature of the data processing activities. Each Party shall ensure that it has the necessary legal basis for processing personal data and shall provide appropriate data protection notices to data subjects, where required.
- 17.3. Where one Party processes personal data on behalf of the other Party, the processing Party (data processor) shall:
  - 17.3.1. Process personal data only on documented instructions from the data controller unless required to do so by law.
  - 17.3.2. Ensure that all personnel authorised to process personal data are subject to confidentiality obligations.
  - 17.3.3. Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
  - 17.3.4. Assist the data controller in responding to data subject rights requests and in ensuring compliance with data protection obligations.
  - 17.3.5. Notify the data controller without undue delay upon becoming aware of a personal data breach.
  - 17.3.6. At the choice of the data controller, delete or return all personal data to the data controller upon termination of the Contract unless required to retain the data by law.
  - 17.3.7. Make available to the data controller all information necessary to demonstrate compliance with data protection obligations and allow for and contribute to audits and inspections conducted by the data controller or an auditor mandated by the data controller.
- 17.4. Both Parties shall respect and facilitate the exercise of data subject rights, including but not limited to the rights of access, rectification, erasure, restriction of processing, data portability, and objection, in accordance with applicable data protection laws.
- 17.5. Any transfer of personal data to a country outside the UK or the European Economic Area (EEA) shall be subject to appropriate safeguards, such as standard contractual clauses or other mechanisms approved by data protection authorities, to ensure an adequate level of protection for the personal data.
- 17.6. Where required by law, both Parties shall conduct data protection impact assessments (DPIAs) for processing activities that are likely to result in a high risk to the rights and freedoms of data subjects. The Parties shall cooperate and assist each other in carrying out DPIAs.
- 17.7. Each Party shall indemnify and hold the other Party harmless from any claims, damages, or liabilities arising from the indemnifying Party's breach of its data protection obligations under this Contract.
- 17.8. This data protection clause may be amended from time to time to reflect changes in data protection laws or regulations. Both Parties shall agree upon any such amendments in writing.

## 18. Other Important Terms

- 18.1. Exclusivity is not guaranteed as Black Star HR treats each business or organisation in a bespoke and confidential fashion. Black Star HR are willing to sign Non-Disclosure Agreements where appropriate.
- 18.2. This Contract represents the entire Contract between the Parties in respect of the Services and shall prevail over any conditions contained or referred to in any of the Client's documents or otherwise.
- 18.3. If any part of this Contract is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from this Contract, which will otherwise remain in full force and effect.
- 18.4. These Terms shall remain in force until altered in writing and signed by both Parties.
- 18.5. Black Star HR's failure to enforce any one or more of these Conditions at any time or for any period shall not be a waiver of them or a waiver of the right to enforce such Conditions on a future occasion.
- 18.6. The Client may not assign this Contract or any rights or obligations under it without Black Star HR's prior written consent.
- 18.7. Unless otherwise agreed and subject to the application of the then current Fees, these Terms of Business shall apply to any future instructions given by the Client to Black Star HR.
- 18.8. A person who is not a Party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 19. Governing Law and Jurisdiction

- 19.1. Black Star HR's relationship with the Client will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

### Black Star HR Limited

### The Client

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*Signature*

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*Signature*

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*Print Name & Title*

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*Print Name & Title*

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*Date*

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*Date*