



## **TERMS AND CONDITIONS FOR LYNC HR LIMITED CONSULTANCY SERVICE**

Please read these terms and conditions carefully, when using the consultancy services of LYNC HR LTD you signify your agreement to be bound by these terms and conditions. No variation to these terms and conditions shall be binding unless agreed in writing.

### **Definitions**

In these terms and conditions Lynchr.co.uk and LYNC HR Ltd are the trading names of LYNC HR Limited. The registered office is Easton House, 16 Crossways, Wheatley Hills, Doncaster. DN5 5SH. The company registration number is 4751056.

The following words will have the following meanings:

- “Us” refers to LYNC HR Limited, a company registered in England and Wales. “We” and “our” will be construed accordingly.
- “You” refers to the customer or user who uses the website subject to these terms and conditions.
- “Site” means the Site on the World Wide Web located at lynchr.co.uk.
- “Product” means the products and services that are available for purchase.

### **Availability of Service**

The service is available as per the proposal details. There may however, be times when this cannot be guaranteed. We will inform you by email when this is the case and notify you of when the service will resume. We are under no liability for any loss arising directly or indirectly from the non-availability of the service.

The Employment Advice Service is available Monday to Friday 8 a.m. to 6 p.m. excluding bank holidays, unless otherwise detailed in the proposal. Response times to requests will normally be within a 24 hour period except where the request is out of hours. Out of hours requests will be responded to within 24 hours of the next operating period. There may however, be times when this cannot be guaranteed. We will inform you by email when this is the case and notify you of when the service will resume. We are under no liability for any loss arising directly or indirectly from the non-availability of the service.

The Service or part thereof may be subcontracted from time to time. All third parties are legally forbidden from using your personal information for any other reason than fulfilling our contractual obligations to you. By purchasing the Service from LYNC HR Ltd you consent to your personal information being passed to third party suppliers where necessary.

Our aim at all times is to provide a prompt, efficient, up to date, accurate and courteous service to our customer. Our skills and knowledge is varied, no matter what the issue is that you are facing, possibly for the first time, we have probably dealt with a similar situation before. If we have not, we have the sources of information available to use to find the answer to deal with your issue. The service aims to assist you with UK employment legislation solutions to your Human Resources issues, no matter how routine they are. You confirm that you use the Service within UK employment legislation. The Service excludes issues related to health & safety, tax, pensions or social security legislation.

### **Cancellation**

You must notify us immediately in writing if you wish to cancel the service giving 7 days notice within 21 days of signing the consultancy proposal. Employment advice 12 month contracts can only be terminated in writing upon the anniversary of the contract date.

### **Communication**

It is our practice to write to you recording important advice and to record significant developments in matters we are handling on your behalf. The speed of our response may be dependant upon the response of a third party. When communicating with us you may do so by letter, e-mail or telephone. Messages may be left on a 24-hour basis by using the voicemail system. It is our practice to deal with all enquiries as promptly as possible. When communicating with us please quote your company name.

### **Communication - Electric**

You are responsible for all electronic communications and consent sent from your computer to us.

We will communicate by means of the website or other electronic media eg, e-mail. We will take reasonable steps to safeguard the security and confidentiality of the information transmitted and you acknowledge that we cannot guarantee its security and confidentiality. You consent to receive communications from us electronically. This does not affect your statutory rights.

It is our policy to check all electronic communications with anti-virus software but we cannot guarantee the transmissions will be free from infection. We will have no liability for any losses suffered by you or any third party as a result of transmission of a software virus.

We shall be under no liability for any loss resulting directly or indirectly from non-receipt or mis-routing of email or for any other failure of emails.



### **Confidentiality**

It is our policy to treat the confidentiality of our customers with utmost respect.

The relationship between you and us is strictly professional and the Service is provided on the understanding that all information will be treated in the strictest of confidence and will not be disclosed to third parties by you.

In order to comply with legal requirements, however, we operate a money laundering reporting procedure. In certain circumstances we may be required by law to reveal information to the appropriate authorities in relation to any suspicion of money laundering.

### **Copyright**

LYNC HR Limited owns the copyright and intellectual property rights of any written materials or products provided by the Service to you. You own the copyright and intellectual property rights of any written materials provided by the Service to LYNC HR Ltd. LYNC HR Ltd do not grant you any rights to intellectual property rights including without limitation all materials on the Site and the Site design, text, graphics, logo, user interfaces, software and their selection. The material forwarded to you may be used and downloaded only onto one computer hard drive within your company.

In the event that you are sent written material or products directly from the company via email to amend internally, you and us own the copyright of that material. You may not re-sell, re-publish, copy or distribute any product or material or any part thereof by any third party, including another organisation within a group.

LYNC HR Limited do not grant you any rights to intellectual property rights including without limitation all materials included on the web site, site design, text, graphics or logo.

### **Data Protection**

We will hold your personal details on computer. This information may be used to keep you up to date with product updates and bulletins and to send you the by-monthly newsletter, if you have subscribed. This information may also be reviewed in certain circumstances by computer maintenance organisations in connection with the maintenance of the computer system. If you have any objection to your personal details being held on computer, you should advise us in writing.

### **Delivery Charges**

Delivery and postage charges will be notified to you in advance and added to the invoice, where a product is sent to you via mail rather than via email.

### **Feedback and Suggestions**

We are keen to encourage constructive feedback and suggestions from you. The feedback and suggestions may be forwarded via email via the website or telephone. We must indicate that the content of the feedback and suggestions must not be illegal, obscene, infringe intellectual property rights, be of a harassing nature or cause distress and must not consist of or contain software viruses, chain letters, commercial solicitation or any form of "spam". You must not use a false e-mail address or impersonate any person or entity. We reserve the right to remove or edit any content of such communications.

If at any time you would like to discuss with us how the Service could be improved, or if you are dissatisfied with the Service, please let us know. We will look into the matter promptly and make reasonable steps to rectify the situation.

If you do supply feedback and suggestions, unless you indicate otherwise, you are thereby granting us to use a non-exclusive, royalty-free right to reproduce, adapt, publish, distribute and display such content throughout the world in any media. You thereby agree the right to use the name you submit in connection with the content, unless you indicate otherwise.

### **Fees**

The fees payable for the consultancy service are payable by you to LYNC HR Ltd monthly by standing order, or by monthly invoice, unless otherwise agreed in writing.

### **Force Majeure**

Neither party shall be liable for any default due to any act of god, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

### **Governing Law**

These terms are governed by and construed in accordance with English Law. Any disputes will be subject to the exclusive jurisdiction of the English courts. You will be subject to the terms in place at the time that you use the Service from LYNC HR Limited unless the changes are required to be made by law.

If any provisions of these terms and conditions are held to be unlawful, invalid or unenforceable, that provision will be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions will not be affected.

### **Intellectual Property**

All copyrights, trademarks, database rights and other intellectual property remains the property of the company. None of the information may be reproduced or redistributed.

### **Liability**

We do not warrant that the Products and/or Services are fault or error free. The author and company will not be liable to any person or entity with regard to any loss or damage caused or alleged to be caused by the information contained in or omitted from



the Products and/or Service. We do, however, make every effort to ensure that the information provided is accurate and up to date. Documents may be updated at any time. We will advise you if this is the case. The products do not constitute individual legal advice and we therefore recommend that you take appropriate professional advice when using the products and before implementing any action, which may affect your business. It is not possible for us to predict all circumstances in which the products and services may be used.

You will be responsible for the accuracy of all information provided to LYNC HR and for all the consequences of any errors arising as a result of supplying inaccurate information or failing to supply relevant information to LYNC HR.

Our liability in respect of any claims under these terms and conditions shall be limited to the purchase price paid by you for the service to LYNC HR Limited and will not exceed £100,000.00 and we shall be under no liability in respect of any loss of business, contracts, profits or anticipated savings or any other direct or consequential or economic loss whatsoever.

#### **Payment of Accounts**

Payment for the consultancy service is due within 14 days of the last day of each month. You will be sent a receipted invoice upon request. Any payments must be made in UK pounds sterling.

#### **Prices**

Our prices are based on the degree of knowledge and skill the team possess. All prices are exclusive of Value Added Tax.

#### **Statutory Rights**

Your statutory rights are not affected by these terms and conditions.

#### **Storage of Paper and Documents**

We will keep our files of papers (except for papers, which you ask to be returned to you) for no more than seven years. We keep the file on the understanding that we have your authority to destroy it seven years after the date of the final bill we send to you for this matter. We will not destroy documents that you ask us in writing to keep in safe custody.

We do not make a charge for retrieving stored papers in response to continuing or new instructions to act for you. We do reserve the right to charge for time spent on new instructions related to such papers.

#### **Terms**

This agreement shall commence on the date of purchase and shall continue for the period specified in a separate agreement or until the work is completed.

#### **Termination – Consultancy and or Project Work**

Termination of any consultancy service and/or project work before the specified period, by either party must be in writing specifying the intent to terminate the agreement with at least seven (7) days notice. In this event LYNC HR Ltd shall be entitled to fees for the time expended on the terminated assignment agreement and travel and overnight expenses incurred up to and including the termination date. All amounts chargeable will be based on our current standard time rates.

#### **Termination– Employment Advice & Retainer Service**

Termination of this agreement before the specified period, by either party must be in writing specifying the intent to terminate the agreement with at least thirty (30) days notice. Any complete hours/months unused and paid in advance for the Service will be refunded to you. Work completed will be invoiced after the notice period and will be payable by you.

LYNC HR retains the right to terminate the terms and conditions herein without notice in the event damage is incurred to the company or the company is brought into disrepute by you.

After the date of termination you will make no further use of the service. LYNC HR will dispose of any customer data in its possession unless the company receives in writing within 20 days of the date of termination a written request from you to supply the most recent back-up of your data. LYNC HR will deliver the data to you within 30 days of the written request. The data will be delivered by means acceptable to both parties and you will pay all reasonable expenses incurred in the delivery process.

#### **Trademarks**

Trademarks indicated on the Site are trademarks or registered trademarks of LYNC HR Limited. All other trademarks not owned by LYNC HR Limited are the property of the respective owner.

#### **Variation**

These terms will apply unless there is written agreement to the contrary. No future variation of these terms and conditions will be effective unless recorded in writing.

#### **Waiver**

No waiver or forbearance by us (whether expressed or implied) in enforcing any of our rights under these terms and conditions shall prejudice our rights to do so in the future.

#### **Agreement of Terms**

In using the services of LYNC HR I hereby agree and consent to be bound by the above detailed terms and conditions