



MBM COMMERCIAL LLP

TERMS & CONDITIONS: HOLISTIC HR

Definitions

CLIENT: the Holistic HR client of MBM (the 'Client')

MBM COMMERCIAL LLP: ('MBM')

COMMENCEMENT DATE: the date that the Holistic HR subscription starts (the 'Commencement Date')

AUTO-RENEWAL DATE: the date on each subsequent year of the Commencement Date (the 'Auto-Renewal Date') (whichever is appropriate)

PERIOD: The period beginning with the Commencement Date, which continues on a rolling annual basis unless terminated (the 'Period')

FEE: the Holistic HR fee

SERVICES: Those services specified in MBM Commercial LLP's Holistic HR flyer (the 'Holistic HR Flyer') which can be viewed here: <https://mbmcommercial.co.uk/holistic-hr-services.html> (the 'Services').

Terms and conditions

1. MBM shall supply the Services specified in the Holistic HR Flyer (as amended from time to time) for the Period.
2. The Client agrees that it shall keep the Holistic HR Portal log-in details confidential to the Client or its officers or employees thereof and shall procure that its officers or employees do the same.
3. The Client shall be entitled to the Services on an unlimited basis (subject to the terms of the Holistic HR Letter of Engagement) during the Period.
4. MBM retains reasonable discretion as to the identification of and carrying out of any work required in connection with the provision of the Services to the Client. Work might involve any of the following: telephone discussions (and attendance notes thereof), in person or electronic meetings/discussions (and attendance notes thereof), written and emailed correspondence, drafting and verbal advice/opinions, together with all necessary research considered reasonably necessary by MBM. Nothing in this paragraph should be taken to restrict the nature of any work considered by MBM to constitute the provision of the Services or any part thereof. MBM shall have reasonable discretion in determining what work is required to provide the Services pursuant to the Client's instructions – said discretion to be exercised reasonably. MBM reserves the right to reimbursement from the Client in respect of travel and accommodation costs that may be incurred in order to attend face-to-face meetings with the Client.

5. The Fee (or any part thereof) will be due and payable to MBM within 14 days of the date of MBM's invoice(s) in connection with the provision of the Services if you are paying the Fee at the start of the Service in one "up-front" sum. Should the Fee (or any part thereof) not be paid within that timescale, MBM shall be entitled to terminate the provision of the Services or any part thereof without further notice to the Client. If you are paying by monthly direct debit, should a payment not be made in any given month, MBM shall be entitled to terminate the provision of the Services or any part thereof without further notice to the Client. The Fee shall not include any cost, premium or charge in relation to any employee liability insurance the Client may have or decide to put in place or any cost, premium or charge incurred by the Client engaging any of MBM's preferred consultants (eg. HR, Management, Health & Safety, Recruitment).
6. The Client's entitlement to the Services shall renew automatically on the Auto-Renewal Date unless prior written notice of termination is received by MBM no later than three months before the renewal date. An invoice for payment of the applicable fee for the new period will be issued within 14 days of the Auto-Renewal Date unless you elect to pay by direct debit, in which case we will ask you to fill in a direct debit form. It will be the Client's responsibility to renew any employee liability insurance it may choose to put in place.
7. If the Client instructs MBM to carry out work not included in the Services, then MBM shall provide a fee quote for the work or such work shall be charged in accordance with MBM's standard terms of business and hourly charges, all as set out from time to time at www.mbmcommercial.co.uk/instructing_us.
8. The Client and MBM are each entitled to terminate this agreement and the Services other than in accordance with clause 6 above in writing, where such termination is effective from the date the other party receives the notice. If the Client terminates this agreement in terms of this clause 8 it will be liable to pay for the remainder of the subscription period up to the renewal date (if it pays by monthly direct debit) and it will not be entitled to any refund if it has paid the fee "up-front". In the event of the Client's breach of this agreement, including immediately upon any default in payment of the Fee or any part thereof, MBM shall be entitled to terminate this agreement immediately and seek payment of any due balances which would have been paid to MBM in connection with the provision of the Services but for the Client's breach of this agreement.
9. The Client acknowledges and accepts that MBM, during the provision of the Services, may be required to divulge data and confidential information to any employee liability insurers of the Client in particular (but not exclusively) in connection with any need to obtain necessary agreements, consents and mandates from them in connection with those Services relating to any litigation conducted by MBM on behalf of the Client.
10. The standard terms of business of MBM (as set out from time to time at www.mbmcommercial.co.uk/instructing_us) shall also apply to the delivery of the Services by MBM hereunder to the Client except where there is a conflict between the standard terms of business and this agreement in which case the terms of this agreement shall prevail. This

agreement should be read together with the Holistic HR Letter of Engagement and the Holistic HR flyer (as amended from time to time).