

LIME HR LTD

Terms of Business

In these Terms of Business ("Terms") LIME HR LTD is referred as "we/our/us" and the clients of LIME HR LTD are referred to as "you/your".

1. Introduction

We are an HR and Employment Law Advisory Service who provide advisory services to companies and individuals for which we charge our time in the manner described below.

2. Basis of Charging

1. Our time will be charged either by reference to an hourly rate, by way of a retainer package as set out by your invoice, or, on occasion by a fixed fee.
2. We record time in six-minute units and if time recorded on any occasion is less than six minutes or a multiple of six minutes then the time recorded is rounded up to the next six minutes.
3. We may record time spent dealing with administrative matters directly relevant to the provision of services to you. This includes any time spent chasing late and unpaid invoices.
4. We reserve the right to change our hourly charge out rates upon one month's prior notice in writing.
5. In certain types of work it may be appropriate to agree a fixed fee in advance or a fee which relates to the value or outcome of the matter. In such a case, our agreed fixed fee will be recorded in our invoice to you.
6. You will be responsible for any disbursements that we incur in relation to the work done for you. These disbursements may include international telephone charges, courier charges, photocopying, travel and other third party charges although we will not incur an individual expense in excess of £100 without your prior authorisation.
7. The full details of all that your retainer package entails shall be set out by your Invoice.
8. For all work charged at an hourly rate we shall invoice you for the provision of services on a monthly basis or at such other time as is appropriate in the circumstances.
9. New clients shall be required to make a payment to account and no work shall be commenced without receipt of cleared funds.
10. All retainer packages shall be invoiced at the outset of the arrangement.
11. Our invoice will contain a description of the work undertaken, any disbursements and the amount of fees due.
12. Invoices are payable to us within a strict 7 days from the date of issue.
13. Interest of 4% above the HSBC base rate will become payable on all overdue amounts.
14. We are entitled to retain all of your papers and documents until all payments due to us have been made.
15. If we do not receive any instructions from you within a period of 12-months all time left remaining on your retainer account, or paid to account, shall expire.

3. Costs on Account

1. In certain cases we may need to ask you for a payment on account of costs and disbursements. The amount that we will require will depend on the circumstances and will be notified to you once we have been able to assess your requirements.
2. We will then issue you with a costs on account statement for the requisite amount.
3. Any remaining and unused balance will be returned to you upon completion of the work.

4. A retainer package shall not expire until the hours fully utilised. If costs on account are required, we reserve the right not to commence or continue work for you until they have been received.

4. Liability and Insurance

- 4.1 The services that we provide are solely for you and (except with our express written agreement) no other person shall be entitled to rely on our advice or services for any purpose. It is your responsibility to identify to us any limits on the authority of those who are authorised to give instructions to us.
- 4.2 Our professional indemnity insurance is provided by AXA Business Insurance and limited to £750,000 per claim for professional negligence.

5. Storage

1. Our practice is to retain client files for 3 years from the conclusion of the matter in question. After that time, client files will be destroyed in accordance with our archiving policy. Please let us know in writing if you have any objection to this.
- 5.2 Storage of client files may be provided by third-party contractors. You consent to this arrangement. You also agree to meet the reasonable costs of accessing your files in off-site storage for reasons which do not relate to on-going work.

6. Miscellaneous

- 6.1 All information disclosed by you to us which is confidential shall be treated as such and shall not be disclosed to any third party without your prior and express approval.

1. The monetary values referred to in the invoice and these Terms are exclusive of VAT.

7. Termination

- 7.1 You may terminate the agreement between us and you at any time by giving us notice in writing.
- 7.2 If you terminate the agreement, you will still remain liable to pay for any work carried out up to the date of termination.
- 7.3 Retainer package payments shall not be refunded unless an exceptional circumstance arises.
- 7.4 We may terminate the agreement where you have not performed your own obligations under the agreement, for example, by failing to pay any account when due or in other circumstances where mutual trust and confidence between us has been lost.
- 7.5 We shall give you notice in writing of any such termination.

8. Law

- 8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 8.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

9. Data Protection

- 9.1 We shall be required to comply with the provisions of the relevant laws on Data Protection and any other relevant data protection legislation from time to time in force when processing or otherwise dealing with personal data relating to our clients. All such information shall remain confidential.