



STANDARD TERMS & CONDITIONS: HR CIRCLE UK APRIL 2026

1. Definitions

- 1.1 Scope: This document defines the general terms that shall apply to all consultancy agreements and retainer contracts involving Taylor HR Solutions Ltd trading HR Circle UK. These clauses are incorporated into and form an integral part of our contract.
- 1.2 The parties: Taylor HR Solutions Ltd trading as HR Circle trading as (hereinafter known as 'HR Circle') and the Client: 'the Client' is the party with whom a contract of supply exists.
- 1.3 Where services are provided under a specific Schedule, Service Agreement or Terms of Use, those documents shall set out the service-specific terms (including fees, pricing structure, notice periods and service structure). In the event of any conflict, those service-specific terms shall take precedence over these standard Terms and Conditions.

2. Statement of Professional Standards

- 2.1 HR Circle UK will conduct its business in accordance with the professional standards laid down by the Code of Professional Conduct of the Chartered Institute of Personnel and Development (CIPD).

3. Performance

- 3.1 All commitments with respect to the timing and scope of a project given to the client by HR Circle UK - 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 example, un-foreseeable difficulty in obtaining certain information requested by the client). For this reason, whilst HR Circle UK agrees to use its best endeavours to fulfil such commitments to clients on the timing and the scope of consultancy and other projects we cannot guarantee performance in either respect.
- 3.2 Where services are provided on a retainer or subscription basis, they are intended for reasonable and proportionate use. HR Circle UK reserves the right to review usage and to propose alternative arrangements. Where such arrangements are not agreed, HR Circle UK reserves the right to limit or suspend the service.

4. Confidentiality

- 4.1 HR Circle UK agrees to hold all information provided by the Client confidential where the client so specifies, save where such information is known to HR Circle UK already, or exists already in the public domain, until, either the information enters the public domain, or HR Circle UK is given the same information by a third party, or is released from its confidentiality requirement by the client, or the client is found in breach of contract with HR Circle UK by a court of law (including non-payment of account) - whichever is the sooner.
- 4.2 The client agrees to hold confidential all information about HR Circle UK proposal(s), fee structures, fees and personnel.

5. Conflict of Interest

- 5.1 HR Circle UK will decline any third party contract that would create a conflict of interest with the client's previously agreed instructions.

6. Rights of Ownership

- 6.1 HR Circle UK warrants that all personnel, whether full-time employees or not, will be employed on terms that protect the Clients intellectual property rights.
- 6.2 HR Circle UK has a substantial body of intellectual property. This 'underlying IP' includes, but is not limited to, databases, analysis, reports, supplier and technology evaluations, drawings, charts, and graphs held both electronically and on paper. When a client contracts with HR Circle UK to provide consultancy services, this does not transfer any of HR Circle UK underlying IP to any client under any circumstances.
- 6.3 Notwithstanding any payments received from the client, all rights of ownership to all materials prepared by HR Circle UK, whether written or not, shall remain the property of HR Circle UK - copyright and distribution rights are reserved by HR Circle UK at its sole discretion, except where these rights are explicitly stated in writing to have been waived or where the contract between HR Circle UK and the client explicitly so provides or where the material is so endorsed by HR Circle UK.
- 6.4 HR Circle UK, however, grants a royalty free licence, without prejudice to its position under the previous paragraph, to the client to copy freely any material provided by HR Circle UK as part of work wholly commissioned by the client provided that distribution of these copies is exclusively within the client's particular organisation.
- 6.5 This clause shall apply to all reports, including the final client report, and all presentation materials. It shall also apply to any audio or videotaping of any presentations made by HR Circle UK for the client. In addition, it applies to all training materials used to support HR Circle UK training sessions.



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7. Time Basis for Contracts

- 7.1 Where applicable, activity time is calculated inclusive of travel time from the prior non-client activity (such as from the consultant's home, office, or third party premises).
- 7.2 The unit of activity is normally the Day, except where otherwise agreed in advance.
- 7.3 Activity time includes all office time spent acting for the client.
- 7.4 Where the unit of activity is by the hour, all travel, office, administrative, preparatory, production and telephone time in addition to actual client meetings and external interviews, are chargeable at the agreed hourly rate for the individual concerned.
- 7.5 Activity logs will be provided to clients upon request.
- 7.6 For retainer or subscription services, time spent responding to queries, reviewing documentation, preparing advice and undertaking follow-up work shall be chargeable or, where applicable, deducted from any included time allowance.

8. Expenses

- 8.1 HR Circle UK contracts with clients stipulate whether they are 'fixed price' (ie all expenses will be included within the pre-negotiated fee and not charged supplementary to the client) or 'fee plus expenses' - in which case expenses are levied in addition to our agreed fee.
- 8.2 HR Circle UK employees are required to obtain receipts for expenses wherever practical. These are retained by HR Circle UK and are available for inspection by the client upon his request.

9. Fees

- 9.1 The remuneration structure agreed between the client and HR Circle UK may be based on a number of methods. These are a 'retainer', a 'subscription', a 'fixed fee', a 'time based rate' (e.g. day rate, also known as a per diem fee, or an hourly rate).
- 9.2 The client agrees to pay HR Circle UK according to the fee structure outlined in HR Circle UK project proposal or Service Contract, as amended by subsequent written correspondence.
- 9.3 'Retainer fee' shall be defined as a payment made to secure HR Circle UK services for a fixed period of time. The retainer shall be automatically renewed except where either party gives the appropriate notice or is in breach of the contract or where otherwise defined in the specific terms of the contract. Retainer and subscription services provide access to HR Circle UK's services and may be subject to usage limits or service conditions as defined in the relevant Service Agreement or Terms of Use.
- 9.4 Fixed fee contracts cover the performance of an agreed service as outlined in our Project Proposal for an agreed remuneration. Extra time incurred by HR Circle UK in the performance of the 'fixed fee' component of a contract shall be borne by HR Circle UK. The fee shall be fixed in the currency in which the quotation is made, regardless of exchange rate movement.
- 9.5 Any proposal and the rates quoted therein are valid for orders received within three months of issue and for implementation to begin within 6 months.

10. Cancellation Rights

- 10.1 Unless otherwise specified in a Service Agreement, Schedule or Terms of Use, the contract shall be regarded as a whole. Where no division into stages, break points or periodic renewals has been agreed in advance, the Client shall remain liable for the total value of the contract, including all work undertaken and expenses incurred up to the date of cancellation, whether or not the Client elects for the work to be completed.
- 10.2 Where services are provided on a recurring, retainer or subscription basis, the applicable notice period and renewal terms shall be as set out in the relevant Service Agreement, Schedule or Terms of Use. In the absence of such provisions, a minimum of 90 days' written notice shall apply.
- 10.3 For project-based or staged work, where the Client cancels the contract, the Client shall pay for all stages that have been commenced. Where a stage is in progress at the point of cancellation, the Client shall remain liable for payment in full of that stage, together with any expenses incurred, whether or not the work is completed.
- 10.4 For retainer or subscription services, upon termination, any fees due up to the end of the applicable notice period shall remain payable. Any work undertaken or time delivered in excess of any included allowance shall be chargeable in accordance with the agreed rates. No refunds shall be due in respect of any unused portion of a retainer or subscription period.

11. Payment Terms

- 11.1 The client agrees to be bound by the payment terms stipulated in the contract.
- 11.2 If the client fails to make any final payment without giving notification of due cause, then HR Circle UK will withhold delivery of any final reports and will not be responsible for any inconvenience, loss or damage so caused.



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- 11.3 HR Circle UK shall be entitled to charge interest at the rate of 2% per month on all amounts that remain unpaid 30 days after the agreed payment date.
- 11.4 In the absence of any other agreed payment terms, all invoices shall be payable in full within 30 days of the date of the invoice.
- 11.5 Where services are provided on a subscription or retainer basis, payment terms (including advance payment requirements) shall be as set out in the relevant Service Agreement, Schedule or Terms of Use and shall override the default provisions set out in this clause.
- 12. Stage Payments**
- 12.1 Most contracts that extend across several months provide for stage payments. These are negotiated in advance as part of the normal discussions prior to agreement of the contract.
- 12.2 HR Circle UK shall have the right to suspend all work on behalf of the client should these payments not be made on time or where the Client is otherwise in breach of payment obligations. Any adverse impact that this suspension has upon the completion schedule or the quality of the product for the client shall be at the client's sole responsibility. This right applies not just to the contract in arrears but also any other contracts with the client, whether or not payments against these contracts are in arrears.
- 12.3 In particular, clients should note that where it has been agreed that payment of all or part of a contract is to be made 'in advance' work will not commence on the client's behalf until payment is actually received.
- 13. Liability for Advice Given**
- 13.1 HR Circle UK provides information, advice and services in good faith based upon information available at the time. We do not warrant the accuracy of information provided. It is for the client to decide whether or not to accept our advice in making his own management decision. We advise that any data critical to a decision should be independently verified prior to being acted upon. Therefore HR Circle UK accepts no liability for the consequences of its information opinions and advice whether direct or indirect.
- 13.2 Where third party professionals or organisations are used to undertake work or give specialist advice, HR Circle UK will ensure that individuals or organisations are appropriately qualified to deliver the work under any local legislation or prevailing best practice.
- 14. Publicity**
- 14.1 HR Circle UK shall have the right, without further reference to the client, to publicise the fact that the client is, or was, a client and to utilise the client's name in publicity materials in this respect. HR Circle UK may also describe in general terms the type of work conducted for the client, but shall not be permitted to link the two without the prior permission of the client.
- 14.2 Wherever the results of any commissioned work are cited by the client, the client agrees to make due reference to HR Circle UK so as to make it clear who carried out the work, except where HR Circle UK explicitly waives this right.
- 15. Limitation of liability**
- 15.1 Without prejudice to other more restrictive limitations elsewhere in this contract, liability on the part of HR Circle UK is limited to the value of the contract with the client or the value of the loss whichever is the smaller. HR Circle UK accepts no liability for the consequences of its information, opinions and advice, whether direct or indirect.
- 16. Force Majeure**
- 16.1 Whilst HR Circle UK agrees to use its best endeavours to perform the contract for the client as specified, HR Circle UK will not be responsible for any delays or failure to complete the contract which are beyond HR Circle UK's control and which could not have been reasonably predicted.
- 16.2 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 HR Circle UK will be entitled to recover any costs already incurred.
- 17. Jurisdiction**
- 17.1 Any disputes or claims shall be governed by and construed in accordance with English law and the jurisdiction of the English courts.



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18. Waiver

18.1 The failure by either party to enforce at any time or for any period any one or more of the terms and conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

19. Integral part of contract

19.1 The client, in signing the contract, accepts that all of these terms have been read, understood and agreed.

19.2 The client agrees that all of the above terms form part of the contract between HR Circle UK and the client, 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.

APPENDIX A: Data Protection and Confidentiality

1. HR Circle UK will process all data provided by the Client in accordance with applicable UK data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. It is understood that, in the course of providing services, HR Circle UK may process personal data relating to the Client's employees, including special category data such as health information or details relating to disciplinary matters.
2. For the purposes of data protection legislation, the Client shall remain the data controller and HR Circle UK shall act as a data processor when processing personal data on the Client's behalf. In circumstances where HR Circle UK determines the purpose and means of processing, it shall act as a data controller in its own right.
3. HR Circle UK shall process personal data only for the purposes of delivering the agreed services and shall not use such data for any unrelated purpose. Access to personal data will be restricted to those employees, associates or partners who require it in order to deliver the services. Where appropriate, HR Circle UK may communicate directly with employees in order to provide the services. Responsibility for identifying and relying upon an appropriate lawful basis for processing personal data remains with the Client.
4. HR Circle UK shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage. Such measures include secure storage of both electronic and physical data, the use of access controls and restricted permissions, and the application of Multi-Factor Authentication across systems. All employees, associates and partners are trained in data protection and confidentiality obligations and are required to comply with these at all times.
5. Personal data will be retained only for as long as is necessary to deliver the services and to meet any legal, regulatory or professional obligations. Upon termination of the contract, personal data will be securely deleted or returned to the Client upon request, unless HR Circle UK is required to retain such data by law or for legitimate business purposes.
6. In the event of a personal data breach affecting Client data, HR Circle UK will notify the Client without undue delay and will take appropriate steps to investigate the breach and mitigate its impact.
7. HR Circle UK may use third-party service providers, including cloud-based systems, to support the delivery of its services. In such cases, HR Circle UK will ensure that appropriate data protection obligations are in place with those providers.
8. All information provided by the Client shall be treated as confidential and handled securely. These obligations of confidentiality shall continue to apply after the termination of the contract without limit in time, except where disclosure is required by law or by a court of competent jurisdiction.
9. HR Circle UK is registered with the Information Commissioner's Office (ICO) and maintains appropriate insurance, including cyber and data risk cover.
10. Any queries relating to the handling of personal data and sensitive personal information may be directed to the CEO.

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Signed
Nicola Orr, Chief Executive Officer
On behalf of HR Circle UK