

## Terms and Conditions of Business

### 1. Introduction

- 1.1 These terms and conditions along with the client contract for service or consultancy agreement constitute the entire terms and conditions upon which HR Services provides the service and upon which the client agrees to contract for the use of the service.
- 1.2 This agreement supersedes any written or oral representations, statements, understandings or agreements, except where specifically varied by written agreement by HR Services.
- 1.3 By signing the client contract for service or consultancy agreement, you, the client, confirm your acceptance of the terms of the agreement.
- 1.4 In the event of any conflict between the agreement and any other document, the agreement shall prevail.

### Definitions

In this agreement: -

**“Agreement”** means these terms and conditions together with the client contract for service or consultancy agreement.

**“Briefing Document”** means the initial interpretation of the work outlined within the client contract for service or consultancy agreement, outlining the functionality and further information required to deliver the service; with regards the use for this document, HR Services will be the sole arbiter of this issue.

**“Budget”** means the amount of money first agreed by the client to spend for the work allocated to HR Services to spend on delivering the service as recorded in the client contract for service or consultancy agreement.

**“Client Pricing Policy”** means the pricing structure first agreed and subject to amendment after the work has commenced based on the actual workload and complexity of the work carried out by us, (for example additional client sites are located or additional services required).

**“Completion”** means the date when the service shall be complete as defined in the client contract for service or consultancy agreement.

**“Completion (Health and Safety Services)”** means the conclusion of the on-site assessment delivered by HR Services. At the time the HR Services personnel exits the premises post assessment, the work may be deemed as completed.

**“Digital Signature”** means an electronic signature that allows the client to instruct HR Services to carry out work, the client must be aware by signing the document in this manner they will be entering into a binding agreement; we recommend the client uses a certification service provider when using digital signature technology.

**“Employment Law Services”** means the employment law services offered by HR Services including advice, making client representation, and investigation work and the administrative assistance for these services, as recorded in the client contract for service or consultancy agreement.

**“HR Services” or “we/our/us”** means HR Services Scotland Limited, a company registered in Scotland (Company Number SC413685) and with its registered office at BRANDON HOUSE UNIT 33, 23-25 BRANDON STREET, HAMILTON, LANARKSHIRE, ML3 6DA.

**“Material Change”** means a change which results in a different objective or outcomes or results in a change of context of the work.

**“Opt Out”** means that HR Services is authorised in writing (email) not to conduct the work which has a legislative requirement to be conducted.

**“Quotation Document”** means pre-contract information provided by you to allow HR Services to provide an accurate quotation (proposal); the information provided by you will also be used to inform the service that will be provided by HR Services (or where applicable to prepare the client contract for service or consultancy agreement prior to the service being provided).

**“Outcome Document”** means any report produced by HR Services based on the information gathered during an audit, assessment, meeting, visit or review.

**“Reporting Service(s)”** means the detailed reports created and supplied by HR Services including profiling services, small business planning, health and safety audit services, consultancy services; the style, approach and methodology used is the choice of HR Services, who shall be the sole arbiter with regard to this issue.

**“Sign Off”** means the client’s instruction to HR Services to proceed with agreed stages of the work as set out in the client contract for service or consultancy agreement.

**“The Client” and “You / Your”** means the company, firm, person, persons, corporation or public authority identified in the client contract for service or consultancy agreement as contracting for the service and includes their successors or personal representatives.

**“The Contract Price”** means the price for the service set out in the client contract for service or consultancy agreement.

**“The Client Contract For Service” or “Consultancy Agreement”** means the email or letter sent to the client by HR Services which sets out details of the service to be provided, price, completion date (if any) and such other specific contractual terms as may be appropriate.

**“The Service”** means the provision of HR, employment law and health and safety services, the provision of training (online and on-site), consultancy and reporting services (together or individually known as **“work”**), all as more fully described in the client contract for service or consultancy agreement.

**“The Service Commencement Date”** shall be the date the work commences, as set out in the client contract for service or consultancy agreement.

**“Subscription Services”** means the service offered by HR Services to allow the client to make payment by standing order or direct debit, at the election of HR Services.

“**Training and Consultancy Services**” means the training and consultancy services offered by HR Services, as recorded in the client contract for service or consultancy agreement.

“**Working Hours**” means within the hours of 9.00am to 5.00pm, Monday to Friday only, not including bank or statutory holidays;

“**Writing**” includes any written paper document or any email correspondence.

## **2. HR Services Contact Details/Account Management Services**

2.1 Unless otherwise stated on the client contract for service or consultancy agreement, we offer account management telephone-based meetings and online meetings available between 9am and 5.00pm, Monday to Friday (excluding bank holidays).

2.2 As part of the ongoing service provided, clients may contact our team as follows:

- Tel: 0800 652 2610 (Between the hours of 9.00am to 5.00pm from Monday – Friday).
- Email: [info@hrservicesScotland.co.uk](mailto:info@hrservicesScotland.co.uk)

## **3. Service provision**

3.1 HR Services will provide a client contract for service or consultancy agreement for all orders accepted but reserves the right to accept or reject any order.

3.2 Where instruction is placed orally or in the event of any dispute as to the work, all instruction in writing including the client contract for service or consultancy agreement shall be deemed as the authoritative order.

3.3 HR Services will use all reasonable endeavours to provide the service as described in the client contract for service or consultancy agreement.

3.4 Any dates quoted for delivery of services are approximate only and we shall not be liable to you for any delay in delivery of services howsoever caused. Time for delivery shall not be of the essence unless stated on the client contract for service or consultancy agreement.

3.5 HR Services shall carry out minor changes requested by the client to any aspects of the service following completion of work, however in the event that the client requires a material change (in respect of which HR Services shall be sole arbiter) to any aspect of the service, additional charges may be payable by the client.

3.6 Unless instructed by a court of law or similar institution, HR Services or any of its representatives will not testify or give evidence in a court of law or submit any additional report other than that agreed as part of the service.

3.7 Due to the nature of the service offered, HR Services do not offer a refund policy.

## **4. Client Obligations**

4.1 The client shall pay the charges for the service in accordance with clauses 8, 9 and 10 below.

- 4.2 The client is responsible for providing a satisfactory level of cooperation and for providing all necessary project information and facilities to enable HR Services to produce and deliver a quality service, including: -
- 4.2.1 Signing the client contract for service or consultancy agreement and where applicable an opt out signature.
  - 4.2.2 Investment of necessary time to provide a comprehensive feedback regards each stage of sign off including where applicable the 'outcome document'.
  - 4.2.3 Provision to HR Services promptly of all information and documentation reasonably required by HR Services.
  - 4.2.4 Provision of correct project information, for example, correct point of contact details (including a holiday point of contact), access requirements, and all other relevant details to support the process.
  - 4.2.5 Where applicable providing a paper signed copy of the agreement via the postal service.
  - 4.2.6 Where applicable providing access allowing HR Services to deliver services as stated on the client contract for service or consultancy agreement.
  - 4.2.7 Where applicable provision of a purchase order number.
  - 4.2.8 Providing a digital signature where applicable (Note: the client must be aware that by signing the document in this manner they will be entering into a binding agreement; we recommend the client uses a certification service provider when using digital signature technology).
  - 4.2.9 Installing the correct browser and software (where applicable) as recommended by HR Services as per our privacy policy.
  - 4.2.10 With regards to any online training services, we will supply the log-in details to a web interface (within 48 hours) following setup of the contract to allow you to access the services.
- 4.3 The client will be responsible for obtaining and holding all consents, licences, permits and other similar instruments applicable to material it supplies to HR Services for incorporation into the work, including without limitation copyrights, trademarks, artworks, patents and all such similar instruments.
- 4.4 Without prejudice to its rights in terms of clause 11 hereof, HR Services is entitled to suspend or terminate the client's use of the service if the client fails to comply with any of its obligations under this clause 4.
- 4.5 In the case of third party involvement including existing client suppliers or suppliers nominated by the client, the client agrees and undertakes to ensure that all necessary information is communicated to all parties involved in the work to be carried out. HR Services is not responsible for briefing all parties unless stated in the client contract for service or consultancy agreement.
- 4.6 The client is responsible for gaining permission to use intellectual property not owned by the client. HR Services takes no responsibility for such undertakings.

- 4.7 The client is responsible for contracting directly with any third party suppliers and ensuring that any services are purchased on time and in line with any deadlines as described in the client contract for service or consultancy agreement.
- 4.8 HR Services will have no liability in respect of any delays, deficiencies or interruptions in the supply of the service caused by a failure by the client to comply with any provision of this clause 4.
- 4.9 It is the client's responsibility to act on any advice offered by HR Services.
- 4.10 For certain projects and where agreed, the client will be notified when the budget is exhausted or almost exhausted. The parties will then agree to a new budget, following which the client will instruct HR Services to continue to deliver services based on the agreed new budget.
- 4.11 Training (on-site training) and consultancy services are subject to the following additional terms and conditions:
- 4.11.1 Where the service includes staff training, the client is responsible for ensuring attendance numbers and no reduction in the contract price will be made due to a lesser number of attendees being trained than has been confirmed on the client contract for service or consultancy agreement.
  - 4.11.2 Where the client has contracted for training and consultancy services; the service will only cover services originally agreed at the time of contract and further work is subject to quotation more fully described in the client contract for service or consultancy agreement.
  - 4.11.3 To cancel training or consultancy services the client must notify HR Services 7 days prior to commencement of services. Cancellation will incur a charge of 50% of the contract price. Where notice of cancellation is less than 7 days prior to commencement of services, the client will incur full contract price and payment will be due from you to us within 7 days of termination.

## **5. Insurance Services**

- 5.1 HR Services utilise a business partner company with regards to insurance services. This arrangement is subject to agreement.
- 5.2 Any new clients are automatically covered up to a limit of £250,000, unless otherwise stated.
- 5.3 Excess to be paid in the event of a claim is normally around £2,500 and may be payable to HR Services Scotland or the claim handling company depending on the specific project undertaken.
- 5.4 The client is responsible for providing a satisfactory level of cooperation and for providing all necessary information to allow HR Services to deliver the service including: -
- 5.4.1 Provide the correct number of employees.
  - 5.4.2 Annual wage roll and payroll details where applicable.
  - 5.4.3 Provide details of any employment tribunals over the past 3 years.
  - 5.4.4 Due to the nature of services, HR Services does not offer a refunds policy.

## **6. Corrupt Practices**

6.1 HR Services represents and warrants that they shall not, and shall procure that none of its affiliates or any of its or their directors, officers, employees or agents, or any other person associated with or acting on behalf of the client directly or indirectly (i) violate any provisions of United Kingdom (“Principal ABAC Statutes” Bribery Act 2010 or (ii) make, or offer to make, promise to make or authorise the payment of or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment, facilitation payment, kickback or other unlawful payment or gift of money, or anything of value prohibited under any applicable law or regulation (any such payment, a “Prohibited Payment”).

## **7. Indemnification**

7.1 The client shall indemnify HR Services and keep HR Services indemnified against any liability to any third party arising out of or connected with the client’s use of the service.

7.2 The client hereby indemnifies HR Services against all claims, demands, losses, damages, costs or expenses howsoever arising incurred by HR Services in connection with the agreement as a result of a breach by the client of any provision of this agreement, law or regulation and/or as a result of any third party legal action or threatened action in relation to intellectual property rights infringement whatsoever and howsoever arising.

## **8. Service charges**

8.1 The charges shall be based upon the client paying the agreed contractual rate as set out in the client contract for service or consultancy agreement.

8.2 Payment for any additional third party services must be received prior to the commencement of the related work.

8.3 HR Services will not be held responsible for any delay to the service where payment is not received pursuant to clause 8.1 hereof. Subsequently in certain circumstances expediting of service delivery following late payment may incur additional costs due to be payable by the client.

8.4 In the event that any work is completed in a shorter timescale than was initially projected, no discount on the service charges is applicable.

## **9. Payment terms**

9.1 With regard to payments agreed within the client contract for service or consultancy agreement, all payments are to be made on the 1st of the month and every month thereafter for the duration of the contract or as set out in the client contract for service or consultancy agreement.

9.2 Without prejudice to the foregoing, all charges set out in the client contract for service or consultancy agreement are non-refundable in the event of early cancellation by the client.

9.3 Six months’ notice is required to terminate the contract.

- 9.4 In the event that a client misses a direct debit or standing order payment, HR Services will charge the client an admin fee of £25.00 to reinstate the direct debit. If the client continuously fails (more than once) to make payments, HR Services will be due the full amount outstanding by the client within 7 days from date of invoice.
- 9.5 Due to the nature of services, in the event the client has failed to make payment for services, HR Services are prevented from delivering Services to the client after a 28 day period.
- 9.6 Services will only cover services originally agreed at the time of contract and are subject to HR Services client pricing policy more fully described in the client contract for service or consultancy agreement.

## **10. Terms of Payment**

- 10.1 Subject to any special terms which we may agree with you in the client contract for service or consultancy agreement or otherwise in writing, all charges shall be based upon the Client paying HR Services within 7 days from the date of invoice. Where applicable HR Services will request staged payments, to be outlined in the client contract for service or consultancy agreement.
- 10.2 Time of payment shall be of the essence of the agreement. You shall not be entitled to set off or withhold any payment for any reason whatsoever. Subsequently, in certain circumstances expediting of services delivery following late payment may incur additional costs due to be payable by the client.
- 10.3 If you fail to make payment within the period specified in clause 10.1 then, without prejudice to any other right or remedy available to us, we shall be entitled to: -
- 10.3.1 Suspend any further service provision to you; and/or
  - 10.3.2 Suspend performance of the services; and/or
  - 10.3.3 Cancel the agreement.
- 10.4 The client shall not be entitled by reason of any set-off, counterclaim, abatement, or other deduction to withhold payment of any amount due to HR Services.
- 10.5 If the client's cheque is returned by the bank as unpaid for any reason, HR Services reserves the right to levy a "returned cheque" charge.
- 10.6 If you are late in making a payment under this agreement for 45 consecutive days or more, we reserve the right to pass the matter to a reputable debt recovery company and you shall reimburse us on demand for all costs, expenses and losses associated therewith or enter the court process to recover payments due if necessary.
- 10.7 In the event that the client prematurely cancels the agreement or any portion thereof, HR Services shall be entitled to charge the full contract price, at the sole discretion of HR Services.
- 10.8 If you are a private limited company then, unless otherwise agreed with us in advance, it is a condition of our accepting instructions on your behalf that your directors are personally jointly and severally or severally liable along with you for any fees, outlays and other sums due to us.



That means that you and each individual director are each individually and personally liable for the whole amount.

## **11. Termination**

- 11.1 HR Services shall be entitled to suspend or to terminate the service in accordance with clause 10.3 hereof;
- 11.2 Without prejudice to any other rights to which it may be entitled, HR Services or the client may terminate this agreement by written notice if the other party commits any material breach of any of the terms of the agreement and the breach remains un-remedied after 30 days of the defaulting party being notified by the other party of the breach and of the other party's intention to terminate unless the breach is remedied.
- 11.3 HR Services may terminate provision of the service immediately if the client takes or suffers any action on account of debt or is insolvent or apparently insolvent.
- 11.4 HR Services will not tolerate duplicity, deceit or pretence regards the parties involved with the services provided, or in any way abusing the service, reserving the right to terminate services as a result of such behaviour.
- 11.5 Due to the nature of services, in the event the client fails to make the payment, HR Service will suspend services until such time that the outstanding payment is paid by you to us.
- 11.6 Where the client has contracted with HR Services as set out in the client contract for service or consultancy agreement, HR Services will continue to provide such services at the end of the period unless otherwise agreed and instructed six months before contract completion as recorded on the contract, in which case we will automatically renew the contract.

## **12. Disclaimer and Limitation of Liability**

- 12.1 The client uses the service at its own risk and in no event shall HR Services be liable to the client for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from HR Services 's negligence) including but not limited to, loss of profits, loss of contracts, business interruptions, client missing deadlines, loss of or corruption of data or the client 's inability to use the service, however caused and whether arising under contract or tort, including negligence or otherwise except as expressly provided herein.
- 12.2 If any exclusion, disclaimer or other provision contained in this agreement is held to be invalid for any reason by a court of competent jurisdiction and HR Services becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, delict (including negligence) or otherwise, will not exceed the total charges paid by the client in the one month preceding such liability arising.
- 12.3 HR Services shall have no liability for delay in the provision of the service or for any effect upon the quality of the service caused by external activities, third party failures or problems suffered as a result of the client's internal communication or the accessibility or cooperation of the client.
- 12.4 Additional costs may be due and payable by the client as a result of requests for requirements additional to the services set out in the client contract for service or consultancy agreement. HR Services reserves the right to charge the client at our contracted rate as notified in the client



contract for service or consultancy agreement for extra time not originally agreed which will be set out in a new client contract for service or consultancy agreement.

- 12.5 HR Services is not responsible for advice not taken or used by the client or mis-use of advice or information generated as a result of HR Services.
- 12.6 HR Services will not be held responsible for any delay to the service if payment is not received pursuant to clause 10.1 hereof.
- 12.7 HR Services is not responsible for any services purchased by the client other than those services provided by HR Services.
- 12.8 With regards to the accuracy of the Information, HR Services cannot be held responsible for any changes in the political landscape, government policy or the economy after the services have been delivered.
- 12.9 HR Services is not responsible for third party mistakes (including accuracy of third party documentation or websites or content gathered during any research) or external delays and will not accept delay in payment to us from you as a result of such circumstances.
- 12.10 The reporting service is based upon HR Services assessing and recording the content at the time the research is carried out. HR Services cannot be responsible for changes to employment legislation or the data after the service is completed.
- 12.11 HR Services can only test, observe, assess or evaluate based on the premises and specifications the client has made available at the point and date of inspection or assessment. Any alteration to the client's circumstances or specifications post assessment is not the responsibility of HR Services.
- 12.12 The client agrees and accepts that HR Services cannot guarantee a positive outcome regarding the content of any report's and that HR Services is not responsible for acting on the recommendations of the outcome document and that HR Services shall have no liability in this regard.
- 12.13 HR Services cannot be held responsible for the client acting on information provided in HR Services marketing material or online promotional videos; this material is created for promotional purposes only.
- 12.14 HR Services shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any premises where these have been communicated to HR Services. HR Services shall not be liable under the agreement if as a result of such observation it is in breach of any of its obligations under the agreement.
- 12.15 In order to comply with its duty of care and any statutory duties, HR Services reserves the right to at any time notify the relevant authority of any serious breach of any relevant legislation, regulation, order, rule or other legal requirement which HR Services discovers in connection with the provision of the services.
- 12.16 HR Services can only be responsible for delivering services as agreed in the client contract for service or consultancy agreement.

- 12.17 HR Services is not responsible for third party mistakes or external delays and will not accept delay in payment to us from you as a result of such circumstances.
- 12.18 The health and safety assessment service will be performed on an annual basis as required by legislation, in the event the client requires an 'opt out', HR Services would only refrain from delivering services if the 'opt out' was authorised by the client.
- 12.19 HR Services takes no responsibility for the outcomes related to the outcome document or any outcomes where the business does not meet current health and safety legislation.

### **13. Force Majeure**

13.1 HR Services shall not be liable to you or be deemed to be in breach of the agreement by reason of delay in performing, or any failure to perform, any of our obligations in relation to the services, if the delay or failure was beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

- 13.1.1 Act of god, explosion, flood, tempest, fire or accident; weather.
- 13.1.2 War or threat of war, sabotage, pandemic flu or virus, insurrection, civil disturbance or requisition;
- 13.1.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures or any kind on the part of any governmental, parliamentary or local authority;
- 13.1.4 Import or export regulations or embargoes;
- 13.1.5 Strikes, lock-outs or other industrial actions, power cuts or trade disputes (whether involving our employees or of a third party); or
- 13.1.6 Difficulties in obtaining the system, labour, fuel, parts or machinery.
- 13.1.7 Technical problems, external circumstances preventing suppliers delivering against deadlines or preventing delivery of third party against agreed commitments.

### **14. Confidentiality**

14.1 Each party will keep any confidential information disclosed to it by the other. Neither party will disclose any confidential information to any third party, save to its agents, subcontractors, advisers or to an employee who needs to have access to such confidential information in connection with the performance of any obligations under the client agreement, provided that the disclosing party will be responsible for ensuring that any person to whom it makes any such disclosure complies with this clause 14.

### **15. Warranty**

15.1 HR Services will endeavour to deliver services to the best of their ability and as the service as stated on the client contract for service or consultancy agreement. However, due to the nature of the services provided by HR Services, there is no warranty offered by HR Services with regards to output of the service or any impact as a result of the work.

15.2 HR Services will endeavour to;

15.2.1 When making representation to the various parties, HR Services shall be open in disclosing their identity to the client and being open and honest in our dealings.

15.2.2 Delivering our services so as to ensure that our actions are legal.

15.2.3 Respect the client privacy and maintaining confidentiality in respect of the client before, during and after provision of the service.

## **16. Warranty (Health and Safety Services)**

16.1 HR Services will endeavour to deliver services to the best of their ability and as stated on the client contract for service or consultancy agreement.

16.2 With regard to all health and safety services and any impromptu work, HR Services will endeavour to carry out on the premises at the time of the assessment. However, due to the nature of the service, no warranty is offered by HR Services regarding any recurrence of the problem.

## **17. Intellectual Property rights and ownership**

17.1 All client owned content and materials including all pre-existing trademarks shall remain the sole property of the client or its respective suppliers and the client or its suppliers shall be the sole owner of all rights in connection therewith. The client hereby grants to HR Services a nonexclusive, non-transferable licence to use, reproduce, modify, display and publish the client-owned content and materials solely in connection with the work.

17.2 Unless otherwise agreed, the intellectual property rights belonging to all document templates and any forms used by the client are owned by HR Services.

17.3 Nothing in this agreement shall be taken to prevent us from using any expertise acquired or developed during the performance of this agreement in the provision of services to other parties.

17.4 HR Services retains the right to use intellectual property content for marketing use; this includes the use of the client's logo and a brief description of the work.

## **18. Changes**

18.1 Should the client require a change in the nature, scope or timing of the service or in or any other aspect of this agreement, such change shall be requested in writing. HR Services shall advise the client of the effects including any increase in the service charges which may result and the agreement shall be modified to reflect such changes including to the service charge and/or duration which may be agreed.

## **19. Privacy**

19.1 The parties acknowledge that some information provided by the client or acquired by HR Services in connection with the service may constitute personal data in terms of the Data Protection Act 2018 ("the Act"). In processing such personal data HR Services is a data processor in terms of the Act and such processing is at the behest of and under the direction of the client. The client hereby acknowledges its obligations as a data controller in terms of the act

and warrants and represents to HR Services that it has discharged and shall discharge its obligations in terms thereof and the client shall hold HR Services harmless from any claims by any third party relating thereto.

19.2 Any personal data (as defined in the act) provided by you to us shall at all times remain your property and we shall take all reasonable precautions to preserve the integrity of such personal data and to prevent any corruption or loss, damage or destruction of such personal data, provided that we reserve the right to disclose to the police, the fire authorities, any other relevant authority, our insurance company and any of their representatives details of the records kept by us.

19.3 The internet is inherently insecure. The client accepts that client information including any personal data or other information submitted by means of the Internet may be vulnerable to unauthorised access by third parties. We will take reasonable and appropriate technical measures to ensure that your client information including any personal data is stored in a secure manner. However, we shall have no liability for disclosure of data due to errors in transmission or the fraudulent, negligent or other illegal acts of a third party, such as 'hacking'. Any transmission of client information and/or personal data through the client interface or by any other means is at your own risk.

## **20. Dispute Resolution**

20.1 Should any dispute arise in connection with this agreement, the parties shall attempt to settle by negotiation however should the dispute not be resolved within 30 days of the first intimation of the dispute then parties shall attempt to settle it by mediation, prior to court litigation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

## **21. Assignment**

21.1 Neither party shall assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this agreement without the prior written consent of the other, whose consent shall not be unreasonably withheld or delayed.

21.2 Nothing in this clause 21.1 shall prevent HR Services from engaging subcontractors, associates or consultants as may be deemed necessary or desirable for the performance of HR Service's obligations under the agreement.

## **22. Notices**

22.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this agreement shall be deemed to have been duly given and received;

22.1.1 If personally delivered, upon delivery at the address of the relevant party;

22.1.2 If sent by first class post, two working days after the date of posting;

22.1.3 If by email, when sent;

Provided that if, in accordance with the above provision, any notice, demand or other communication would otherwise be deemed to be given or made after 17:00 hours, it shall be deemed to be given or made at the start of the next working day.

22.2 Any notice personally delivered or sent by first class post shall be delivered to the address of the relevant party set out in the client contract for service or consultancy agreement.

**23. General**

23.1 Failure or delay by HR Services in enforcing any term of the agreement shall not be construed as a waiver of any of its rights under it.

23.2 The illegality, invalidity or unenforceability of any part of this agreement will not affect the legality, validity or enforceability of the remainder.

23.3 The construction, validity and performance of this agreement shall be governed by Scots Law and the parties submit themselves to the non-exclusive jurisdiction of the Scottish Courts.

<b>Doc Ref:</b>	<b>Doc Type:</b>	<b>Authorised By:</b>	<b>Rev No:</b>	<b>Date:</b>
HRSS.S.01	Specification	S Davidson	3	01/10/2020