NFU EMPLOYMENT SERVICE

STANDARD CONDITIONS OF SUPPLY

1 Definitions

1.1 In these Conditions:

'Charges' means fees payable by the Client for the Service. The charges are set out in the Welcome Pack.

'Client' means the organisation for whom the Supplier has agreed to provide the Service in accordance with these Conditions.

'Contract' means the contract for the provision of the Service, incorporating these Conditions and the Welcome Pack.

'Data Protection Laws' means all applicable laws and regulations relating to the protection of personal data and the privacy of individuals.

'Deliverables' means the manual, template documents and any other materials, and any data or other information provided by the Supplier relating to or in connection with the Service.

'Effective Date' means the date as set out in the Welcome Pack.

'Enhanced Service' means the NFU Employment Service Plus to be provided by the Supplier for the Client as described in more detail in Part B of Schedule 1.

'Input Material' means any information provided by the Client to enable the Supplier to provide the Service.

'Service' means the NFU Employment Service to be provided by the Supplier for the Client as described in more detail in Part A of Schedule 1.

'Supplier' means NFU Services Limited whose registered office is at Agriculture House, Stoneleigh Park, Stoneleigh, Warwickshire, CV8 2TZ.

'Term' means the length of the Contract, as confirmed in the Welcome Pack.

'Welcome Pack' means the documentation issued by the Supplier welcoming the Client to the Service, including an introductory letter, an invoice for the Service and all other relevant membership details.

2 Contract terms

2.1 The Contract between the Supplier and the Client shall comprise (i) these Conditions and (ii) the Welcome Pack issued by the Supplier on receipt of the Client's written request to sign up and receive the Services.

2.2 Any descriptions or illustrations contained in the Supplier's advertising, brochures or other marketing collateral are provided for the sole purpose of giving an approximate idea of the Services and do not form part of the Contract or have any contractual force.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate. The Client waives any right it might have to rely on any term contained in any document of the Client that is inconsistent with these Conditions.

2.4 The Contract will begin on the Effective Date and continue for the Term. At the end of the Term, the Contract will automatically continue for a period equivalent to the Term unless either party serves (i) one month's written notice prior to the anniversary of the Effective Date where the Term is 12 months or (ii) three months' written notice prior to the anniversary of the Effective Date where the Term is 3 years.

2.5 Where no notice of termination is given under clause 2.4, any payment arrangements that have been made by direct debit will automatically continue for the renewed term subject to any changes in accordance with clause 5.8. If the Client does not have a direct debit agreement in place, the Supplier will send a renewal notice on or around the anniversary of the Effective Date which confirms the renewal fees due.

3 The Service

3.1 The Supplier shall supply the Service to the Client from the Effective Date in accordance with the Contract in all material respects and with reasonable care and skill.

3.2 The Supplier shall perform the Service in a timely and professional manner. The Supplier shall use reasonable endeavours to meet any performance dates specified in the Contract but time is not of the essence for the performance of any of the Supplier's obligations in the Contract.

3.3 The Supplier may at any time without notifying the Client make any changes to the Service which are necessary to comply with any applicable statutory requirements, or which do not materially affect the nature or quality of the Service.

4 Client obligations

4.1 The Client shall:

(a) co-operate with the Supplier in all matters relating to the Service;

(b) provide the Supplier with all Input Material as the Supplier may reasonably require to supply the Services, and ensure that such information and materials are accurate and complete in all material respects; and

(c) comply with all applicable laws and regulations in its performance of the Contract.

4.2 The Client will nominate up to three (3) users who are employees of the Client as authorised representatives for the Service. The Client will provide details of the authorised representatives to the Supplier, and keep the Supplier informed of any changes in these individuals.

4.3 To the extent that the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Client or any of its employees or consultants, including the timely provision of Input Material, the Supplier shall not be in breach of the Contract nor liable for any losses incurred by the Client as a result of its performance being prevented or delayed.

5 Charges and payment

5.1 In consideration of the provision of the Service, the Client shall pay the Supplier the Charges in accordance with this clause 5.

5.2 The Supplier shall provide an invoice to the Client for the Charges as part of the Welcome Pack.

5.3 Where the Client receives the Enhanced Service, the Supplier may raise invoices on an interim basis. The exact Charges payable at each interval will be confirmed at the time the relevant invoice is raised by the Supplier.

5.4 The Client shall pay each invoice submitted by the Supplier within 30 days of the invoice date to a bank account nominated in writing by the Supplier. Payments can be made via bank transfer or direct debit.

5.5 All sums payable by the Client exclude value added tax (VAT). The Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier any additional amounts in respect of VAT as are chargeable on those sums.

5.6 Without prejudice to any other right or remedy that the Supplier may have, if the Client fails to make a payment due to the Supplier under the Contract by the due date the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum in full, whether before or after judgment. Interest under this clause 5.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.8 The Supplier may increase the Charges with effect from each anniversary of the Effective Date in line with the percentage increase in the consumer prices index during the previous twelve months.

6 Intellectual property

6.1 Any copyright or other intellectual property rights in the Deliverables shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier.

6.2 The Client shall not make, or make copies of, any Deliverables available for use by any third party. For the avoidance of doubt this includes a restriction on use of the Deliverables by any employees, officers or directors of the Client in an individual capacity.

7 Data Protection

7.1 Each party shall comply with Data Protection Laws in its processing of personal data under or in connection with the Contract.

7.2 The Supplier publishes a privacy notice which sets out the basis on which it collects and uses personal information obtained in the course of providing the Service. The privacy notice is available here: NFU Privacy Notice – NFUonline

8 Liability

8.1 Nothing in the Contract limits or excludes either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other liability that cannot be limited by law.

8.2 Subject to clause 8.1, the Supplier shall not be liable to the Client, whether in contract, tort (including negligence) breach of statutory duty or otherwise, for any loss of profit, loss of sales, loss of savings, loss of contract or any other indirect or consequential loss arising under or in connection with the Contract and the Supplier's total liability for all other losses arising under or in connection with the Contract shall not exceed £50,000.

8.3 Subject to clause 8.1 and clause 8.2, the Supplier shall not be liable for any losses incurred by the Client as a result of:

(a) any inaccurate, incomplete or incorrect Input Material provided by the Client;

(b) using draft Deliverables as finished work without the Supplier's prior written approval; or

(c) using the Deliverables for any purpose other than that for which they were intended.

8.4 Subject to clause clause 8.2, all conditions, warranties, representations or other terms that might otherwise be implied into the Contract by statute, common law, course of dealing or otherwise are excluded from the Contract.

9 Termination

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by notifying the other party if:

(a) the other party is in material breach of the Contract where:

(i) the breach is not capable of remedy; or

(ii) the breach is capable of remedy and is not remedied within 30 days by the other party after being notified to do so;

(b) the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering administration, provisional liquidation or any composition or arrangement with its creditors, or its entering a procedure with a similar effect to those listed in this clause 9.1(b);

(c) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

9.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by notifying the Client if the Client fails to pay any

amount due under the Contract by the due date for payment and remains in default not less than 30 days after being notified to make that payment.

9.3 On termination of the Contract the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, where no invoice has been submitted for elements of the Service already supplied, the Supplier may submit an invoice, which shall be payable by the Client immediately on receipt.

9.4 Termination of the Contract will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10 General

10.1 Force majeure. Neither party will be liable for any delay or failure in performing any of its obligations for so long as and to the extent that the delay or failure results from events, circumstances or causes beyond its reasonable control.

10.2 Assignment and other dealings.

(a) The Client shall not assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the Supplier.

(b) The Supplier may at any time assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

10.3 Confidentiality.

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any Confidential Information of the other party, except as permitted by clause 10.3(b).

(b) Each party may disclose the other party's Confidential Information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know that information for the purposes of exercising its rights or carrying out its obligations under the Contract (Representatives). Each party shall ensure that its Representatives comply with confidentiality obligations which are substantially equivalent to those set out in this clause 10.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under the Contract.

10.4 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

10.5 Variation. Except as set out in these Conditions, no variation of the Contract will be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.6 Waiver. A waiver of any right or remedy is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict any further exercise of that or any other right or remedy.

10.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Contract.

10.8 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service to its principal place of business; or

(ii) sent by email to its primary contact for the Contract (or to any substitute address as it may have notified to the other party in accordance with this clause 10.8).

(b) Any notice will be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email, at the time of transmission or, if this time falls outside business hours, when business hours resume. In this clause 10.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause 10.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.9 Third party rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

10.10 Relationship of the parties. Nothing in these Conditions is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

10.11 Governing law and jurisdiction. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, will be governed by the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1 – The Service

Part A

The NFU Employment Service ('the Service') comprises:

- Day to day support with employment law and general HR queries
- An employment helpline, with legal advisors available, in relation to the application of Deliverables across Great Britain. This service is available Monday – Friday between 8am and 5pm, excluding public holidays in England and Wales.
- Access to an online manual / reference guide which is updated every 12 months or so
- Access to template documents, letters and contracts relating to employing staff
- Clients should inform the Supplier if the payroll changes as this may result in a change to the Charges.
- Copies of a magazine produced by the Supplier on a quarterly basis and an email newsletter on a monthly basis.
- The Supplier will confirm advice in writing if requested by the Client. The Supplier reserves the right to charge for this service.
- The Supplier will vet Written Statement of Particulars of Employment free of charge, provided the Supplier's most recent template document has been used without any material changes.

Part B

The NFU Employment Service Plus (the 'Enhanced Service') comprises:

- All of the services outlined under Part A above
- Consultant advice for a bespoke project (e.g. preparation of up to 5 employment template documents or preparation of a staff handbook) for a period of 12 months
- A meeting is usually required at the outset of the Enhanced Service and the Client will be sent an agenda prior to that meeting in order to help them prepare and gather relevant information/documents together. This meeting can be virtual or in-person at the Client's request. Note that where the Client cancels a scheduled on-site meeting with less than 48 hours' notice no refund will be available.
- Following the introductory meeting outlined above, the Client and the Supplier will agree a date for a follow up meeting. Once the follow up meeting has been arranged, and no later than 6 weeks prior to that meeting, the Supplier will provide first drafts of the agreed document(s).
- The Client must review the document(s) ahead of the follow up meeting and be ready to discuss them at that meeting. If the Client fails to honour the follow up meeting, the Client may be liable to pay additional fees for the Supplier's continued support to finalise the document(s) as a result of this delay.
- Clients who receive the Enhanced Service will convert to the standard Service at the end of the first 12 months from the Effective Date and continue to receive the standard Service for the remainder of the Term set out in the Welcome Pack.