

The Ink Group

General Terms of Business



The Ink Group is a trading style of **Ink Employee Benefits Ltd** (Company Number: 08660956) and **Ink HR Ltd** (Company Number: 06977572), of 18, The Point, Market Harborough, LE16 7QU. These Terms of Business are issued to you by one of the above indicated entities (Ink Employee Benefits Ltd or Ink HR Ltd) and govern the commercial and legal relationship between you and said entity.

1 DEFINITIONS

The following definitions apply both for these Terms of Business and for any associated documents or written agreements:

- 1.1 "us" and "we" means either Ink Employee Benefits Ltd or Ink HR Ltd, as detailed and/or identified in the Service Specification.
- 1.2 "you" means the other party identified in the Service Specification as the organisation or person who is the recipient of services from us.
- 1.3 "Service Specification" means a statement of work, proposal, quotation or other similar document or written communication describing the services to be provided by us.
- 1.4 "Written" includes email.
- 1.5 "Agreement" means these **Terms of Business** together with any applicable **Service Specification**. Where you engage with Ink Employee Benefits Ltd and the scope of services delivered to you includes Regulated Activity (within the definition of the Financial Conduct Authority) the Agreement incorporates Schedule 1 to this document.
- 1.6 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property.
- 1.7 "Data Controller" has the meaning given to that term (or to the term "controller") in Data Protection Legislation.
- 1.8 "Data Processor" has the meaning given to that term (or to the term "processor") in Data Protection Legislation.
- 1.9 "Data Protection Legislation" means any law, statute, declaration, decree, directive, legislative, enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the Processing of Personal Data (including, without limitation, the privacy of electronic communications) to which a Party is subject, including but not limited to GDPR, E-Privacy Legislation and the Data Protection Act 2018 as each may be applied, amended or updated from time to time.
- 1.10 "Data Subject" has the meaning set out in the GDPR.

- 1.11 “Data Subject Request” means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his rights under the Data Protection Legislation
- 1.12 “GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC.
- 1.13 “Personal Data” has the meaning given to that term in Data Protection Legislation
- 1.14 “Law” means all laws, legislation and regulations (as they may be amended), in all jurisdictions in which the Services are performed, relating to the provision and receipt of the Services including, but not limited to, rules relating to processing of Personal Data or personally identifiable information.
- 1.15 “Data Protection Particulars” means, in relation to any Processing under this Agreement:
- (a) the subject matter and duration of the Processing;
 - (b) the nature and purpose of the Processing;
 - (c) the type of Personal Data being processed; and
 - (d) the categories of Data Subjects.

2 GENERAL

- 2.1 These Terms of Business apply to all contracts for the supply of services by us to you.
- 2.2 Before we start working with you we will provide a Service Specification. You must let us know immediately if you do not agree with the contents of the Service Specification and/or these Terms of Business.
- 2.4 Ink Employee Benefits Ltd is authorised and regulated by the Financial Conduct Authority (609071).
- 2.5 Ink HR Ltd is not a regulated enterprise.
- 2.6 The Ink Group is required, under the Anti-Money Laundering Regulations, to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up to date. For this purpose we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship with you, not just at the beginning.

3 PRICE AND PAYMENT

- 3.1 The price for our services is as set out in the Service Specification. We’ll invoice you as detailed in the Service Specification and no later than the last working day of the month in which the services were carried out.
- 3.2 Invoiced amounts will be due within 15 days of receipt of the invoice unless otherwise stated on the Service Specification. We reserve our right to charge interest on overdue invoices from the date when payment becomes due until the date of payment at a rate of 2.00% per annum above the base rate of the Bank of England.
- 3.3 If your procedures require that an invoice be submitted against a purchase order you must issue such purchase order before the services are supplied.

3.4 If you fail to submit a purchase order in accordance with your own procedures and as per 3.3 above you will not be entitled to defer payment for invoices due on the basis of the non-provision of a purchase order number.

4 SPECIFICATION OF THE SERVICES

All services shall be required only to conform to the specification in the Service Specification. Any sales or marketing material does not form part of our Agreement or Contract with you.

5 TIMINGS

5.1 We will do everything we can to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

5.2 We cannot be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the services save where these are demonstrably caused through error or negligence on our part.

6 TITLE

Title in the Services shall not pass to you until we have been paid in full for the Services.

7 YOUR OBLIGATIONS

7.1 To enable us to perform our obligations under this Agreement you agree that you will:

- co-operate with our requests for communication;
- provide us with any information that we reasonably require, and without undue delay;
- obtain all necessary permissions and consents which may be required before the services can begin;
- comply with any other requirements that are set out in the Service Specification or otherwise agreed between us.

7.2 You will be liable to compensate us for any expenses incurred as a result of any omission on your part against clause 7.1.

7.3 If you unlawfully cancel or terminate the services agreed in the Service Specification you will be liable to pay the full amount of any third party costs that have been incurred in respect of the services.

7.4 If you cancel or terminate the services agreed in the Service Specification with less than the notice period determined in the Service Specification or if undefined within the Service Specification then the provisions of Clause 13 shall apply and you will remain liable for the full amount of the services contracted until the end of the notice period.

7.5 For the avoidance of doubt, if you fail to comply with any of your obligations under Clause 7.1 you shall be liable to the penalties indicated in Clause 7.3 which are issued without prejudice to any other rights to which we may be entitled.

7.6 You agree to not solicit, entice, or attempt to solicit or entice or engage as an employee, worker or a self-employed contractor any individual who during the course of us delivering the Services to you or upon us entering into agreement to deliver the Services to you is or was employed by The Ink Group.

This restriction will remain in force for a period of 12 calendar months from the effective termination of the Contract between you and The Ink Group or the effective termination of the Contract between the individual and The Ink Group, whichever is the later.

8 ALTERATIONS TO THE SERVICE SPECIFICATION

8.1 If there is any alteration to the Service Specification both parties will agree to it mutually and in writing.

8.2 If one party wishes to alter the Service Specification that party must notify the other party in writing. The other party will retain the right to (acting reasonably in all instances) not agree to an alteration to the Service Specification.

8.3 Any proposed alterations to the Service Specification will be reasonably made and for sound cause.

9 WARRANTY

9.1 We commit to deliver the services performed under this Agreement with all due skill and care.

9.2 We warrant that the services performed under this Agreement shall be fit for purpose and free of defect or default and notwithstanding the obligations on you under clause 7 we warrant that the services performed under this Agreement shall be accurate.

9.3 If there is any good cause for a delay in the delivery of our services to you:

- we will inform you at the earliest opportunity;
- we will modify the timetable where relevant accordingly.

10 INDEMNIFICATION

You will indemnify us against all claims, costs and expenses which we may incur and which arise, directly or indirectly, from any breach on your part of any of your obligations under this Agreement.

11 LIMITATION OF LIABILITY

Our liability is only for direct losses to you caused by a breach of these Terms of Business. We are not liable for any loss or damage that was not, at the time of this Agreement being formed, a reasonable foreseeable consequence of us breaching these terms. In no event will we be liable to you for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever.

Nothing in these Terms of Business shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our employees, agents or sub-contractors.

Nothing in these Terms of Business shall exclude or limit our liability under the General Data Protection Regulation and attendance to our own Statement of Compliance in this regard.

12 COMPLAINTS & DISPUTE RESOLUTION

In the event that you are dissatisfied with a service provided to you by The Ink Group you can make a complaint. Complaints for regulatory services will be handled in accordance with the directives of the

FCA. To submit a complaint you must address your complaint in writing to: William Johnson, Managing Director, The Ink Group, 18, The Point, Market Harborough LE16 7QU.

If either party has any form of dispute with or complaint against the other party this must be communicated in the first instance in writing. In the event that the parties can't resolve things amicably a mediated solution will be sought before either party moves to formal proceedings.

13 TERMINATION

13.1 The notice for termination will be as detailed in the Service Specification and where not defined within the Service Specification shall be a minimum of 90 days' notice, save where clause 13.2 applies. Notice to be served in writing.

13.2 Either party may terminate this Agreement immediately by notice in writing to the other if:

- the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a recognised and authorised court makes an order to that effect;
- the other party ceases to carry on its business; or
- the other party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 General

We will own the IP for all of the services delivered under this Agreement. You will be required to cooperate fully and as necessary with any relevant third parties to ensure that The Ink Group's (Ink Employee Benefits Ltd and Ink HR Ltd) Intellectual Property rights are appropriately vested.

14.2 Ink HR Ltd

Any documentation provided to you under your Agreement with Ink HR Ltd will remain the Intellectual Property of Ink HR Ltd. You will have licence to use the IP in the context of the Service Agreement between you and Ink HR Ltd and you agree that for a period of no less than 24 months from the issue to you of such documentation you will not make the documentation available to any commercial third party without the express consent of Ink HR Ltd and such consent will not be unreasonably withheld. Ink HR Ltd recognises that these are living documents and the described restrictions are not intended to restrict your usage, modification and dissemination of the documents to your employees, relevant contractors, or to third parties connected to the employment relationship you hold with your employees.

15 DATA PROTECTION

- 15.1 The Ink Group conforms to the Data Protection Act and has a Statement of Compliance for GDPR.
- 15.2 Ink Employee Benefits Ltd is registered with the Information Commissioner's Office under reference No. ZA096195. Ink HR Ltd is registered with the Information Commissioner's Office under reference No. ZA080262.
- 15.3 In the course of delivering its services to you The Ink Group may exchange your data between its two entities unless you expressly request otherwise. At all times The Ink Group commits to safeguard your data in line with the requirements of the General Data Protection Regulation and in accordance with data security best practice.
- 15.4 In the course of delivering the Services to you The Ink Group may share or transfer data to professional third parties in order to fulfil the contract. Where you require information in respect of such data sharing/transfer this will be provided to you.
- 15.5 You agree that for the purposes of the Services performed under this Agreement that you are the Data Controller.
- 15.6 We agree that for the purposes of the Services performed under this Agreement that we are the Data Processor.
- 15.7 The Parties agree that they will at all times comply with the provisions and obligations imposed by Law including but not limited to Data Protection Legislation. This clause 15 is in addition to and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 15.8 We shall only process Personal Data under this Agreement in accordance with your instructions or in accordance with the delivery of the Services under this Agreement unless such processing of Personal Data shall infringe Law or Data Protection Legislation and we shall immediately notify you. For the avoidance of doubt, entering into this Agreement shall constitute instructions from you to us to process Personal Data for the purposes to deliver the Services.
- 15.9 We shall ensure that personnel who have access to and/or process Personal Data are obliged to keep Personal Data confidential (except where disclosure is required in accordance with Law, in which case we shall notify you of any such requirement of disclosure prior to disclosure unless prohibited by Law. In addition access to Personal Data will be on a need to know basis for the delivery of the Service, particularly special category Personal Data.

- 15.10 We shall not transfer data outside of the EEA (including the UK) without first obtaining your written permission unless required to do so by Law, in such a case, you shall inform us of that legal requirement before processing the data, unless you are prohibited by Law. Where such transfer outside of the EEA is permitted by you we warrant that we shall ensure adequate safeguards are in place to protect the rights of Data Subjects.
- 15.11 We shall take all appropriate technical and organisational measures to safeguard your Personal Data pursuant to Article 32 of the GDPR including, but not limited to as appropriate:
- 15.11.1 the pseudonymisation and encryption of personal data where possible;
 - 15.11.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
 - 15.11.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
 - 15.11.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 15.12 We shall implement appropriate technical and organisational measures, insofar as this is possible, to assist you in your fulfilment of your obligations to respond to requests for exercising of Data Subjects' rights laid down in Chapter III of the GDPR.
- 15.13 We shall assist you in ensuring compliance with obligations under Article 32 (Security of Processing), Article 33 (Notification of a personal data breach to a supervisory authority), Article 34 (Communication of a personal data breach to the Data Subject), Article 35 (Data Protection Impact Assessment) and Article 36 (Prior Consultation).
- 15.14 In respect of any Personal Data breach, suspected or otherwise, we shall without undue delay and normally within 24 hours of becoming aware of the breach notify you of the breach and provide you with full details of the breach. Where it is not possible to provide full details we shall provide you with all details that we have to allow you to comply with your obligations under GDPR.
- 15.15 In the event of a Personal Data Breach we shall take all reasonable steps to mitigate the impact of the breach and mitigate the harm and distress that may be caused to Data Subjects.
- 15.16 Following termination of the Agreement we shall, at your sole discretion, return to you and/or delete all Personal Data unless we are required to retain certain Personal Data to comply with Law or for a necessary purpose. You will notify us of any legal obligation or necessary purpose to allow us to assess the legal obligation or necessary purpose and raise objections, if necessary.
- 15.17 We shall make available to you all reasonable information necessary to demonstrate compliance with the obligations laid down in the GDPR and within this Agreement and we shall allow for and contribute to audits, including inspections, carried out by your or your appointed representative (under terms of confidentiality) on reasonable written notice.

16 FORCE MAJEURE

Neither you nor we will be liable for any delay or failure to perform our respective obligations under this Agreement if such delay or failure results from circumstances beyond our reasonable control. Such

circumstances will include – but not be limited to - acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services. Where ‘force majeure’ applies, the affected party will be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of the affective circumstances.

17 INDEPENDENT CONTRACTORS

You and we are independent of each other and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. we may, in addition to our own employees, engage sub-contractors (to include our Associates) to provide all or part of the services being provided to you.

18 ASSIGNMENT

You will not be entitled to assign your rights or obligations or delegate your duties under this Agreement without our prior written consent.

19 CONFLICT OF INTEREST

The Ink Group will always endeavour to act in your best interest. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

20 SEVERABILITY

If there is any provision of this Agreement that is proven by any Court or relevant authority to be invalid, illegal or unenforceable, the remainder of the Agreement will remain in full force and not be affected by the voiding of such provision.

21 WAIVER

Any failure to enforce one or more of these Terms of Business will not be construed as a waiver of this Agreement.

22 NOTICES

Any notices given to either party will be made in writing, either by email addressed to an authorised individual with a delivery and read receipt or letter addressed to the Managing Director or Finance Director. If notice is made by email it shall be effective on the date that it is sent, or the first working day after it was sent. If notice is made by letter it shall be effective on the date that it is received, and this will be no more than two working days after the date indicated on the document serving notice.

23 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

24 NO THIRD PARTIES

No third parties hold any rights under these Terms of Business.

25 GOVERNING LAW AND JURISDICTION

These Terms of Business are governed and construed strictly and exclusively in accordance with the law of England.
