SH PROFESSIONAL SERVICES

HR Support – Service Call-off Contract

Provided by SH Professional Services Ltd

Ref: SHPHR007.1 · Updated 6 October 2026

PARTIES

The Supplier: SH Professional Services Ltd, incorporated and registered in England and Wales with company number 15914303, whose registered office is at 93 High Street, Tewkesbury, GL20 5JZ (the Supplier).

The Client: the person(s) or entity referenced in the relevant Service Order (the Client Party or Client).

BACKGROUND

A. The Client and the Supplier have entered into a Framework Services Agreement (the FSA) allowing the Client to request services from the Supplier.

B. Pursuant to Service Order the Client Party requests certain services to be provided by the Supplier, and the Supplier agrees to provide such services to the Client Party in accordance with this call-off contract (Call-off Contract).

C. For the avoidance of doubt, in event of any conflict, the Service Order shall prevail over the Call-off Contract which shall prevail over the FSA, which, together (and with any document referenced therein), shall form the legal contract between the relevant Client and Supplier for the relevant Services.

AGREED TERMS

1. Interpretation and Definitions

The definitions and rules of interpretation (as applicable) set out at https://tlam.sh-proserv.co.uk/policy-and-contracts.html shall apply.

2. Term

This Call-off Contract shall continue for a period as specified in the Service Order and continue unless terminated earlier in accordance with terms set out in the Service order or, absent such, per the termination provisions herein. The Client Party may give written notice to the Supplier, not later than the notice period set out in the Service Order.

3. Terms specific to the HR Service

3.1 The Supplier shall provide the HR Support services as described in the relevant Service Order (the Service or HR Service).

3.2 Any service requested by the Client Party that is not specified in the relevant HR Support Services shall be fully scoped and priced before commencement of such additional work. In absence of such amended pricing being agreed, the Supplier may proceed with such work and then apply its then standard supplemental rates for such matter. The same shall apply for any matter where the work undertaken by the Supplier exceeds the proposed budget agreed with the Client party for such matter.

3.3 Where the Client Party wishes to expedite a matter and shorten a previously agreed time for delivery of the HR Support Service, such shall be priced before commencement. In absence of such amended pricing being agreed, the Supplier shall apply its then standard supplemental rates for such matter.

3.4 The Client Party warrants and represents that any information provided to the Supplier during the performance of the HR Support Services is true, accurate and not misleading.

3.5 The Client Party undertakes to inform the Supplier of all matters pertinent to the provision of the HR Support Services.

3.6 The Supplier relies wholly on the information provided by the Client Party in performance of the HR Support Services.

3.7 Where relevant the Client Party shall clearly communicate to such employees and other advisers who participate in HR Support Services that the Supplier's employee is an external consultant and not employee of the Client Party.

3.8 Use of the HR Support Service does not guarantee the Client Party will avoid any employee dispute or requirement to attend a tribunal.

3.9 The Supplier will not be able to advocate in person for the Client Party in any tribunal or court hearing. However, the Supplier can procure and manage appropriate legal representation to advocate in person for the Client Party at any tribunal or court hearing. Moreover, the Supplier may support the preparation, coordination, administration and any other related matters in respect of any tribunal and court process.

3.10 The Supplier shall not be liable where the Client Party does not follow advice provided by the Supplier, and shall fully indemnify the Supplier, and hold harmless, the Supplier where such is the case.

3.11 The Supplier shall not be liable where the Client Party materially amends any 3.12 The Client Party shall procure all necessary consent, approvals and similar, required under the prevailing data protection laws, in relation to provision of the HR Support Services.

3.13 (Information due before commencement) The Client Party shall certain information before the Service can commence and where any matter has a filing date or similar. Where the Supplier, in its absolute discretion, proceeds to commence the Service without such handover information required, the Supplier reserves the right to insist on such being provided forthwith and to amend agreed fees in relation to any additional work required due to the lack of such information, and, until the information below has been provided, the Supplier shall not have any liability in respect of the matters herein. Furthermore, any failure to provide such information in a timely manner or to timelines/dates requested by the Supplier may result in extra fees (of which the Client Party shall be advised at such time).

3.14 (Ongoing information requirements) The Client Party shall provide any ongoing information below requested by the Supplier. Where the Supplier, in its absolute discretion, proceeds to commence the Services without such information, the Supplier reserves the right to insist on such being provided forthwith and to amend agreed fees in relation to any additional work required due to the draft document provided by the Supplier, and shall fully indemnify the Supplier, and hold harmless, the Supplier where such is the case. lack of such information, and, until the information below has been provided, the Supplier shall not have any liability in respect of the matters herein. Furthermore, any failure to provide such information in a timely manner or to timelines/dates requested by the Supplier may result in extra fees (of which the Client Party shall be advised at such time).

3.15 Certain aspects of the Service may be provided by companies in the Supplier's group. In respect of which, the Supplier shall procure such company adheres to the provisions herein and shall be solely liable for performance of the Service.

3.16 The Client Party is wholly responsible for the acts and omissions of itself and its representatives (including, without limitation, its suppliers, subcontractors, employees, partners, directors, shareholders and stakeholders).Moreover, in absence of any associated culpability by the Supplier, in the event of any criminal or civil litigation pursuant to activity by or within the client or any of its representatives the Client must seek and rely solely on its own professional advice and guidance and cannot rely on the performance of the Supplier.

3.17 The advice and information the Supplier provide to you as part of our service is for your sole use, and not for any third party to whom you may communicate it, unless Supplier have expressly agreed in the engagement letter that a specified third party may rely on our work. Supplier accepts no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you which you make available to them. A party to this agreement is the only person who has the right to enforce any of its terms, and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

3.18 Supplier will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if Supplier provide oral advice (for example, during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing.

3.19 Any legal advice provided by personnel of Supplier is permitted as an unreserved activity and does not fall under the scope of any regulatory body in England and Wales.

3.20 Any legal work instructed by the Client that is reserved and under the scope of a relevant regulatory body will be passed on to a member of Supplier's dedicated panel of solicitors and other regulated legal professionals (Patent Attorneys, Barristers, Notaries etc.)

3.21 You have a legal responsibility to retain documents and records relevant to your financial affairs. During term Supplier may collect information from you and others relevant to your tax and financial affairs. Supplier will return any original documents to you (if requested).

3.22 Although certain documents may legally belong to you, Supplier may destroy correspondence and other papers that Supplier store electronically or otherwise that are more than seven years old, except documents Supplier think may be of continuing significance. You must tell us if you wish us to keep any document for any longer period.

3.23 In the event of termination and where the Client Party requests support in moving such Service or any work ancillary thereto, the Supplier may provide such as its then prevailing rates for such work.

3.24 Where TUPE applies, the provisions set out at https://tlam.sh-proserv.co.uk/policy-and-contracts.html shall form part of this Call-off Contract.

3.25 The Client Party has read and accepted the Service Order, FSA, this Call-off Contract, and any documentation referred to therein.

4. Supply of services

4.1 The Supplier shall supply the Services in accordance with this Call-off Contract.

4.2 The Supplier shall provide the Services from the date this Call-off Contract comes into force in accordance with the terms herein.

4.3 The Supplier shall use all reasonable endeavours to meet any performance dates specified in this Call-off Contract, always provided that if no performance dates are so specified the Supplier shall perform the Services within a reasonable time.

4.4 The Supplier shall appoint the Supplier Manager in respect of the Services, who shall have authority under this Call-off Contract contractually to bind the Supplier on all matters relating to the Services. The Supplier shall use all reasonable endeavours to ensure that the same person acts as the Supplier Manager throughout the term of this Call-off Contract. In supplying the Services, the Supplier shall:

- a) perform the Services with the level of care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade;
- b) co-operate with the Client Party in all matters relating to the Services, and comply with all reasonable instructions of the Client Party;
- c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that it fulfils its obligations under this Call-off Contract;
- d) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require, and which are necessary to enable it to comply with its obligations in this Call-off Contract;
- e) ensure that the Services and Deliverables will conform with all descriptions and specifications set out herein and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Client Party;
- f) provide all equipment, tools, vehicles and other items required to provide the Services;
- g) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- h) comply with all applicable laws, statutes, regulations and the Mandatory Policies;
- i) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client Party's premises; and
- j) notify the Client Party in writing immediately upon the occurrence of a change of control of the Supplier.

4.5 The Supplier further agrees with and undertakes to the Client:

- a) to perform and provide the Services in accordance with relevant primary legislation, regulations and guidance from bodies such as the Advisory, Conciliation and Arbitration Service (ACAS), in a professional and timely manner and to a standard commensurate with the nature and complexity of the Services;

- b) during the term of this agreement and thereafter, to keep confidential, and not to use for any purpose other than the provision of the Services on the terms of this agreement, nor disclose to any third party, all information of a confidential nature (including, but not limited to the Materials, business information, information relating to the Client's financial and other arrangements, business affairs, information of a commercial value or which is publicly sensitive, client information and client data) relating to or belonging to the Client or other third parties which is disclosed to, or becomes known by the Supplier during or as a result of the provision of Services unless The Supplier has a duty to report it to the SRA or the ICO and that duty supersedes any duty of confidentiality owed by professional rules or by this contract;
- c) not to assign or purport to assign the benefit or burden of this agreement to any third party outside the Supplier's Group; and
- d) that it owes a separate duty of confidentiality to the Client, the Client's clients and each of them.

5. Client Party's obligations

5.1 The Client Party shall:

- a) co-operate with the Supplier in all matters relating to the Services and appoint the Client Party's Manager in relation to this Call-off Contract, who shall have the authority contractually to bind the Client on matters relating to the Services;
- b) provide such access to the Client Party's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Client Party in writing in advance, for the purposes of the Services;
- c) provide such information as the Supplier may reasonably request and the Client Party considers reasonably necessary, in order to carry out the Services in a timely manner;
- d) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Client Party's premises;

5.2 If the Supplier's performance of its obligations under this Call-off Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

6. Charges and payment

6.1 In consideration for the provision of the Services, the Client Party shall pay the Supplier the Charges in accordance with this paragraph. Charges shall be paid in pounds sterling.

6.2 Unless otherwise agreed herein, the Supplier shall invoice the Charges to the Client Party at the intervals specified in the FSA. Each invoice shall include all supporting information reasonably required by the Client Party to verify the accuracy of the invoice.

6.3 Unless otherwise agreed herein, the Client Party shall reimburse to the Supplier, in addition to the Charges, the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by the Supplier's employees, subcontractors and agents in the provision of the Services. Any such reimbursement shall be in accordance with any expenses policy, as may be set out in the FSA. The Supplier shall submit its invoices for expenses to the Client Party monthly in arrears.

6.4 The Client Party shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.

6.5 All amounts payable by the Client Party are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under this Call-off Contract by the Supplier to the Client Party, the Client Party shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.6 If the Client Party fails to make any payment due to the Supplier under this Call-off Contract by the due date, then, without limiting the Supplier's remedies under this Call-off Contract the Client Party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 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%.

6.7 All amounts due under this Call-off 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).

7. Limitation of liability for each Call-off Contract

7.1 Nothing in this Call-off Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; and
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.2 Subject to the above, the Supplier's total liability to the Client Party, in contract, tort or otherwise, for loss or damage, shall not exceed 100% of the relevant fees paid to the Supplier in the relevant calendar month under this Call-off Contract.

7.3 Types of loss wholly excluded:

- a) loss of profits;
- b) loss of sales or business;
- c) loss of agreements or contracts;
- d) loss of anticipated savings;
- e) loss of use or corruption of software, data or information;
- f) loss of or damage to goodwill; and
- g) indirect or consequential loss.
- h) Types of loss and specific losses not excluded:
- i) sums paid by the Client Party to the Supplier pursuant to the Call-off Contract in respect of any Services not provided in accordance with the Call-off Contract.;
- j) wasted expenditure;
- k) additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the agreement. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials;
- l) losses incurred by the Client Party arising out of or in connection with any third-party claim against the Client Party which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Supplier's personnel, regulators and Clients of the Client Party; and
- m) anticipated savings.

7.4 The Supplier has given commitments as to compliance of the Services with relevant specifications. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Call-off Contract.

7.5 Unless a party notifies the other party that it intends to make a claim in respect of an event within the notice period, the other party shall have no liability for that event. The notice period for an event shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become, aware of the event having occurred. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8. Termination of Call-off Contract

8.1 Unless stated otherwise in this clause, the termination provisions in the FSA shall apply (mutatis mutandis).

8.2 This agreement shall commence on the date the Services commence and shall continue for a period of 12 months. Thereafter it shall continue under the same terms on a 12-monthly basis until terminated by one party giving not less than two months' written notice prior to the end of the relevant term to the other.

8.3 If during the first 3 months of the agreement either party identifies that, in their reasonable opinion, it is no longer commercially feasible to continue with the Services, the agreement can be terminated at the end of the third month by the provision of at least 21 days written notice from one party to the other.

8.4 Without affecting any other right or remedy available to it, either party to this Call-off Contract may terminate it with immediate effect by giving written notice to the other party if the other party fails to pay any amount due under this Call-off Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment.

8.5 Termination or expiry of this Call-off Contract shall not affect any other call-off contracts made pursuant to the FSA, or the FSA.

8.6 Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Call-off Contract which existed at or before the date of termination or expiry shall not be affected.

8.7 The following clauses shall continue in force: (IPRs indemnity), (Consequences of termination and expiry), (Confidentiality), (Governing law), (Jurisdiction), and which, by their very nature, would survive and continue in force.

9. Miscellaneous

The following provisions in the FSA shall apply (mutatis mutandis) to the Call-off Contract: Entire agreement, Third party rights, Severance, Assignment and other dealings, Variation, Waiver, No partnership or agency, Notices, Counterparts, Governing law and Jurisdiction.