

# THE EMPLOYMENT SERVICE

## STANDARD CONDITIONS OF SUPPLY

### 1. Introduction

This Document sets out the Terms and Conditions which apply to the NFU Employment Service as provided by NFU Services Limited to the Member. NFU Services Limited is a limited company solely owned by the National Farmers Union (NFU).

### 2. Interpretation

#### 2.1 In these Terms and Conditions:

‘MEMBER’ means the person or organisation named on the Customer Relation Manager Software in relation to the NFU Employment Service for whom the Supplier has agreed to provide the Service in accordance with these Terms and Conditions.

‘CONTRACT’ means the Contract for the provision of the Service.

‘INPUT MATERIAL’ means any information provided by the Member to enable the Supplier to provide the Service.

‘OUTPUT MATERIAL’ means the Manual and any other materials, and any data or other information provided by the Supplier relating to or in connection with the Service.

‘SERVICE’ means the NFU Employment Service and the NFU Employment Service Plus to be provided by the Supplier for the Member as specified in clause 3, 4 and 5 of these Terms and Conditions.

‘NFU EMPLOYMENT SERVICE PLUS’ means the service to be provided by the Supplier for the Member as specified at clause 4 of these Terms and Conditions.

‘NFU EMPLOYMENT CONSULTANCY SERVICE’ means the service to be provided by the Supplier for the Member as specified at clause 5 of these Terms and Conditions.

‘SUPPLIER’ means the NFU Employment Service as provided by NFU Services Limited whose registered office is at Agriculture House, Stoneleigh Park, Stoneleigh, Warwickshire, CV8 2TZ. ‘INITIAL ADVICE’ means factual legal information on options available to the Member (and the likely consequences) and an explanation of any relevant law without expressing an opinion.

‘LEGAL HELPLINE’ means a telephone helpline operated by Legal & Technical Advisers, providing Initial Advice to Members on employment law matters.

‘MANUAL’ means an employment law guidance Manual setting out the legislation that employer’s must comply with during the employment relationship with their employees.

‘WELCOME LETTER’ means the letter welcoming the Member to the Service and setting out the relevant membership details.

‘ON-SITE MEETING’ means a meeting held at the Member’s premises in order to carry out Services under the NFU Employment Service Plus.

‘INFORMATION REQUEST’ means a request made by the Supplier to the Member in order to carry out the Services.

‘AGREED DATE’ means the date agreed between the Supplier and the Member for the Member to provide the Information Request and/or attend the On-site Meeting.

‘ANNUAL REVIEW FORM’ means the form that will be sent out to Members on a yearly basis in order to record and change the Members payroll or details. This information will be used to calculate the Charges for the Service.

‘RENEWAL DECLARATION FORM’ means the form that will be sent to the Member approximately one [1] month before the appropriate (1 or 3 year) anniversary of the Valid Date.

‘VALID DATE’ means the date as set out on the membership card attached to the Welcome Letter.

‘INSURANCE COMPANY’ means the insurance organisation providing a Policy in connection with the Service subject to the terms and conditions of the Policy.

‘CHARGES’ means the Suppliers standard charges from time to time for the provision of the Service.

[‘INSURANCE COVER’ means the cover provided under a Policy of insurance.]

[‘POLICY’ means a Policy of insurance issued by an insurance organisation to cover legal expenses incurred in relation to employment related claims.]

The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

### **3. NFU Employment Service**

- 3.1 The Supplier will provide an employment law guidance Manual which will be updated approximately every six months.
- 3.2 Initial Advice will be provided via the Supplier's Legal Helpline in relation to the application of the provisions of the Manual in accordance with the laws of England, Wales and Scotland.
- 3.3 This Service is available Monday to Friday between 8am and 6pm excluding public holidays in England and Wales.
- 3.4 Initial Advice will be provided for the number of employees on the payroll disclosed on the application form and will not extend to Directors of the Company. Members should inform the Supplier if the payroll changes as this may result in a change to the subscription.
- 3.5 The Supplier will produce a magazine for the Member on a quarterly basis. The Supplier will also produce an email newsletter for the Member on a monthly basis.
- 3.6 The Supplier will confirm advice in writing if requested by the Member. The Supplier reserves the right to charge for this service.
- 3.7 The Supplier will vet Written Statement of Particulars of Employment free of charge provided the Supplier's template (Written Statement of Particulars of Employment on the CD-ROM) have been used.
- 3.8 Additional services available from the Supplier are subject to separate terms and conditions and additional charges. Full details of these additional services are available from the Supplier.
- 3.9 The Member may nominate to the Supplier up to a maximum of three (3) users (who are employees of the Member) of the Service and shall notify to the Supplier any changes to the users nominated. Additional authorised users may be appointed upon request and at the discretion of the Supplier.

### **4. NFU Employment Service Plus**

- 4.1 In addition to the NFU Employment Service as set out in clause 3, NFU Employment Service Plus Members will be provided with a defined package of consultancy services.
- 4.2 The package of consultancy services will cease twelve [12] months after the commencement date as set out in the Welcome Letter.
- 4.3 The Supplier will accept the cancellation of an On-Site Meeting or failure to fulfil an Information Request on or by the Agreed Date and will use reasonable endeavours to re-schedule to a mutually convenient date within six [6] months of the Agreed Date provided the Member informs the Supplier at least 48 hours before the Agreed Date.
- 4.4 If the Member fails to inform the Supplier in accordance with clause 4.3 the Member will be liable to pay additional fees in relation to the costs incurred by the Supplier.
- 4.5 No refund or re-schedule will be available if the On-Site Meeting is cancelled or the Information Request is not fulfilled by the Agreed Date and the Member has failed to inform the Supplier at least 48 hours before the Agreed Date.
- 4.6 Even if the Member has complied with clause 4.3 no refund or re-schedule will be available if the Member and the Supplier cannot agree a mutually convenient date within twelve [12] months of the Agreed Date.
- 4.7 Our Employment Law Consultant will provide first drafts of the agreed document(s) within 6 weeks of your consultancy appointment.
- 4.8 You are required to review the document(s) and agree/arrange a follow-up telephone appointment with our Employment Law Consultant to discuss the document(s). Our Employment Law Consultant will attempt to arrange this with you.
- 4.9 If you fail to meet/conduct the telephone appointment within 6 weeks of receiving the first draft document(s), you may be liable to pay additional fees for continued support from our Employment Law Consultant to finalise your document(s) as a result of this delay. We will write to you to advise you of this.
- 4.10 If you are unable to meet this 6 week timeframe, please advise our Employment Law Consultant as soon as possible so that this can be discussed.
- 4.11 NFU Employment Service Plus Members will convert to the standard NFU Employment Service at the end of the first year and for the remainder of the period as set out in the Welcome Letter.

## **5. NFU Employment Consultancy Service**

- 5.1 The NFU Employment Consultancy Service consists of a range of additional services that are available to both NFU Employment Service and NFU Employment Service Plus members at an additional cost.
- 5.2 All consultancy work is subject to the NFU Employment Consultancy Service Terms and Conditions and is delivered by our Employment Law Consultant.

## **6. Insurance**

- 6.1 Insurance Cover provided by NFU Mutual and/or any other insurance provider comprises a separate agreement between the Member and the NFU Mutual and/or any other insurance provider and shall be subject to their terms and conditions of insurance.

## **7. Supply of the Service**

- 7.1 The Supplier shall provide the Service to the Member subject to these Terms and Conditions. Any changes or additions to the Service or these Terms and Conditions must be agreed in writing by the Supplier and the Member.
- 7.2 The Member shall at its own expense supply the Supplier with all information required by the Supplier within sufficient time to enable the Supplier to provide the Service in accordance with the Contract. The Member shall ensure the accuracy of all Input Material.
- 7.3 The Supplier may at any time without notifying the Member 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.
- 7.4 Both NFU Employment Service and NFU Employment Service Plus contracts will automatically renew (roll over) after the first year.
- 7.5 The Supplier will send the Member an Annual Review Form and a Renewal Declaration Form on a yearly basis.
- 7.6 The information gathered from the forms detailed at clause 7.5 will be used to calculate the Charges for the Service. If the Member fails to provide the information required on the Annual Review Form the details will remain the same.
- 7.7 A Member who signs up for more than one [1] year will receive notice of the Charge for the Service in year 1 and an estimate of the cost of the Service for the remainder of the Contract. This will be set out in the Welcome Letter. Members who have signed up for more than one [1] year will still need to comply with clauses 7.5 and 7.6 and the Charge for subsequent years may be amended in accordance with the information gathered on the forms detailed in clause 7.5.

## **8. Payment**

- 8.1 All Charges must be paid in full or signed by direct debit mandate.
- 8.2 In the event that the Contract is terminated due to an act or omission on the part of the Member all outstanding Charges due under the Contract will be payable within fourteen (14) days.
- 8.3 Payment can be made by cheque or credit cards accepted by the Supplier or Bank Automated Crediting System or direct debit. Direct debit payments can be made by one, two, four or ten instalments.
- 8.4 Payment on invoice must be made within thirty (30) days from the invoice date. Thereafter interest will be charged on any amount of the Charges outstanding at a monthly rate of 5%.
- 8.5 Except as otherwise specifically provided by these Terms and Conditions, upon the expiry of the Contract or its sooner termination for any reason whatsoever the Member will be liable to pay all Charges which are (or may become due) to the Supplier under the Contract.
- 8.6 The Member shall not be entitled by reason of set-off, counterclaim, abatement or other similar deductions to withhold payment of any Charges due to the Supplier.

## **9. Period of the Agreement**

- 9.1 Unless terminated in accordance with these Terms and Conditions the Contract will subsist for a period as set out on the membership card attached to the Welcome Letter, or subsequent 1 or 3 year period accordingly.

## **10. Refunds**

- 10.1 If the Member terminates the Contract there will be no refund of the Charges paid for the Service and the Member will still be liable for any direct debit payments which are still to be paid for the Contract.

## **11. Rights in Input Material and Output Material**

- 11.1 The Property and any copyright or other intellectual property rights in any Output Material shall, unless otherwise agreed in writing between the Member and the Supplier, belong to the Supplier, subject only to the right of the Member to use the Output Material for the purposes of utilising the Service.
- 11.2 Upon the expiry or earlier termination of the Contract for any reason whatsoever the Member shall if so requested by the Supplier return to the Supplier at its own expense all Output Material.
- 11.3 The Member shall not make any copy of any Output Material nor make any Output Material available for use by any other person.
- 11.4 The Supplier shall be entitled to disclose any Input Material to any persons whom the Supplier considers appropriate to facilitate the provision of the Service but shall otherwise keep the Input Material confidential.

## **12. Warranties and Liability**

- 12.1 The Supplier warrants to the Member that the Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract.
- 12.2 The Supplier shall have no liability to the Member for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Member which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Member.
- 12.3 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms and Conditions, the Supplier shall not be liable to the Member by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service.
- 12.4 The Supplier shall not be liable to the Member or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

## **13. Termination**

- 13.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and Conditions and (if capable of remedy) fails to remedy the breach within a reasonable time after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.
- 13.2 The Supplier shall be entitled to terminate the Contract without notice if the Member is in breach of any of these Terms or Conditions or any Policy terms and conditions.

## **14. Customer Relations**

- 14.1 All comments, suggestions or complaints relating to the Services should be addressed to The NFU Employment Service Manager at the Supplier's address in the first instance. Complaints will be dealt with in accordance with the provisions of clause 15.

## **15. Disputes**

- 15.1 Any dispute between the Member and the Supplier in respect of the Service will be handled as follows:
- 15.1.a The Member will send to the Supplier in writing a full account of the dispute.
  - 15.1.b The Supplier will investigate the dispute and within 28 days and provide a response.
  - 15.1.c If the dispute is not resolved the Member or the Supplier may refer the dispute to a single arbitrator who shall be either a Solicitor or Barrister agreed upon by both parties or, failing agreement, one who is nominated by the president of the appropriate Law Society or the Bar Council or appropriate professional body within the territorial limits.
  - 15.1.d All costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of the Supplier the Members costs will not be recoverable under this section of the agreement.

## **16. General**

- 16.1 These Terms and Conditions, the NFU Employment Service Application Form, Welcome Letter, NFU Employment Law Consultancy Application Form and the NFU Employment Law Consultancy Service Terms and Conditions as well as any other relevant documentation constitute the agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute, are excluded to the fullest extent permitted by law.
- 16.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 16.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 16.5 The Supplier may transfer any of its rights and/or responsibilities under this Contract at any time. The transfer will not reduce the Members rights or responsibilities under this Contract unless it agrees otherwise. The Member may not transfer any of their rights or responsibilities under this Contract.
- 16.6 None of these terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party unless expressly provided. This Contract is governed by and interpreted under English law. Legal proceedings in connection with this Contract may be taken in the English courts within the United Kingdom on Great Britain and Northern Ireland, the Channel Island and the Isle of Man.

## **17. Data Protection and Use of Personal Data**

- 17.1 Our Privacy Policy sets out the basis on which we collect and use personal information about you as part of our activities.
- 17.2 The Privacy Policy describes in detail who is responsible for the personal information that we collect about you, what personal information we collect, how we will use such personal information, who we disclose it to and your rights and choices in relation to your personal information.
- 17.3 You can access a copy of the Privacy Policy here <https://www.nfuemploymentservice.com/assets/106609> or contact the Employment Service Helpline on 0370 840 0234 and our advisers will send you a copy.
- 17.4 You can also find further information on your data rights from the Information Commissioners Office here <https://ico.org.uk/> or via their helpline 0303 123 1113.