**Schedule of Services – ‘Retained’ COMPLY**

This Schedule is effective from the commencement date. It gives details of your advised service requirements. Services provided under this Schedule are time-based. If service requirements change, this Schedule will be replaced with a new version agreed with you.

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| **Client organisation name:** |  |
| **Client organisation address:** |  |
| **Number of employees:** |  |
| **Number of casual workers:** |  |
| **Number of volunteers/student placements/work experience:** |  |
| **Description of services to be provided:** |  |
| **Commencement date:** |  |
| **Subscription period:** |  |
| **Number of hours per month:** |  |
| **Fees:** | **£** **per hour + VAT** |
| **Name and role of lead person/sponsor in Client organisation:** |  |
| **Lead person/sponsor email:** |  |
| **Lead person/sponsor telephone number:** |  |
| **Names/positions for any other client personnel authorised to instruct Roots HR and to make changes to the work, including contact email and telephone details:** |  |
| **NCVO or Social Enterprise UK membership number or Social Enterprise Mark holder number (if applicable):** |  |

Before any work can be undertaken on your behalf, you are requested to confirm acceptance of this Contract by signing and returning this Schedule. You should retain a copy for your own records.

**The following terms apply to all activities delivered as part of our retained COMPLY people management advice Service and should be read in conjunction with our standard Terms and Conditions.**

1. You commit to purchase, and Roots HR agrees to supply, an agreed number of hours per month, based on a minimum of two hours per month, for an agreed period. Such Service will be for a one-, two- or three-year period. Periods of less than 12 months will only be permitted if negotiated in advance of the start date.
2. During the life of the subscription, additional Retained hours can be purchased as required at the same hourly rate as set out in the Schedule. Retained hours may be increased at any point on an ongoing basis from the 1st of the next calendar month by providing instruction in writing.
3. This Contract for our Retained Service is a rolling one, automatically renewing at the end of the first agreed subscription period. Three months before the end of the initial subscription period set out in this Schedule, it may be terminated by giving three months’ notice in writing, or terminated at any point when either party is in breach of the Contract or where otherwise defined in the Terms and Conditions. After the initial agreed subscription period, hours may be decreased at any point from the 1st of the next calendar month following one month’s notice provided in writing, subject to a minimum of 2 hours per month.
4. Retained Service clients are eligible for a free standard HR Healthcheck when taking a COMPLY subscription of four hours or more per month over one, two or three years. This will be delivered on site for organisations in the West Midlands/West Mercia region, or by phone and email for organisations outside of this region unless an option for on-site delivery is requested by you and where travel costs are accepted as chargeable to you (public transport at cost or mileage at HMRC approved rate for business mileage, currently 45p per mile). All areas of employment law compliance will be reviewed, including contracts of employment, policies and staff handbook, and a report produced showing areas of acceptable compliance and areas of concern, listed by priority.
5. Alternatively, Retained Service clients taking a COMPLY subscription of less than four hours per month over one, two or three years are eligible for a free mini HR Healthcheck. This will be delivered by phone and email. All areas of employment law compliance will be reviewed and a report produced showing areas of acceptable compliance and areas of concern, listed by priority. These Clients may prefer an onsite HR Healthcheck and in this case, will be offered the opportunity to pay the difference in consultancy time between the standard and mini Healthcheck plus travel expenses.
6. The free mini or standard HR healthchecks are only offered to COMPLY clients who subscribe for a minimum period of one year, but can be separately purchased if required.
7. Additional Retained hours will be used, if required, only with your written agreement and will be billed at the end of the month in which they were used, payment due within seven days.
8. The COMPLY Retained Service is delivered by phone and email. Where you contact us by phone and in the unlikely event that we are unable to handle your call at the time of contact, we guarantee to return your call within 4 working hours. If we do not do this, that call will be handled free of charge. Where you contact us by email, we anticipate the urgency is less (unless you highlight this) and will respond over the same or next working day.
9. On occasions, it may be agreed between us to deliver the Service on-site or face-to-face. In these cases, the Service is provided on a minimum half day (four hours) basis or where time is used over four hours, a full day (eight hours) basis. Where a full day is used, we will absorb the cost of the travel time unless otherwise agreed. Where time used is a half a day, travel time will either be agreed with you at 50% of your current hourly rate or a full day charged, whichever is the lower cost. We will in every case advise you of these charges in advance of incurring them.
10. On occasions when work is delivered on site or face to face, travel and other expenses will also be incurred. Again those anticipated will be advised to you in advance. Expenses, where agreed and incurred, will be billed at the end of the month in which they were used, payment due within seven days.
11. Usage of time is recorded on a timesheet in multiples of 15 minutes and provided to Retained subscribers on a quarterly basis or upon request.
12. Unused purchased consultancy time rolls forward each month and remains on the timesheet for the duration of the subscription plus for up to one further year from the date of the end of the subscription, unless an extension to this is agreed by Roots HR in writing.
13. At the end of the extended subscription period for unused purchased consultancy time set out above, you will be notified of the unused time and it will remain available on a timesheet for your use for a further three months, unless an extension to this is agreed by Roots HR in writing. After this period, any remaining unused purchased time is moved to our Social Impact account where it will be used for our pro bono work, the nature of such work being determined annually by stakeholder feedback. We maintain a record of all such time moved to the Social Impact account and the use of time from that account.
14. Payment for Retained subscriptions will be due monthly by electronic bank transfer on the 1st of each month.
15. Roots HR reserves the right to offer discounted rates for COMPLY Services for one, two- and three-year Retained subscriptions, and to NCVO members and Social Enterprise Mark holders and to the members of other partner organisations and these may be varied by Roots HR from time to time. In order to benefit from discounted rates, you must notify Roots HR before any and all Services commence that you are eligible for a discount and provide evidence of current membership which may be subject to checking with the partner organisation.
16. You may ask us to undertake fixed fee work such as the creation or updating of documents or an HR or H&S Healthcheck, taking the time from your purchased Retained hours and we may agree to do this. Where this is the case, the number of hours equating to the fixed fee will be deducted from your subscription. Where a fixed fee covers the delivery of a Service, any reasonable time incurred by Roots HR in the performance of the fixed fee component shall be borne by Roots HR.
17. The following terms apply to the creation, review and/or updating of documents where such work is carried out as part of your subscription:
18. You may ask us to undertake a review of your existing documentation for legal and practical fitness for purpose and provide a written report of our findings and recommendations. Where you do this, we will do so at a rate of four documents per hour, where each document is of up to 8 pages of A4 typed print in 12 font or larger. Where a document exceeds this definition, it will be classed as two (or more) documents at the rate of 8 pages of A4 typed print in 12 font or larger per document.
19. Documents are created using a standard template which is tailored to your organisation, or developed through a review and update of your existing policy in our standard template style (either moving to our standard template or comparing the existing document to our standard template, whichever is more efficient) PLUS one iteration of stakeholder review, questions and amendments.
20. Without prejudice to our Liability as set out in our standard Terms and Conditions, we guarantee the technical accuracy of the advice we give you and the quality of our Service. The scope of this guarantee is such that if you wish to exit from your Retained subscription at any point up to three months from the start date of the Service, you may simply inform us in writing and we will arrange for it to end. You will pay only for the time used and the cost of any HR Healthcheck undertaken in that period. This guarantee is separate to our Complaints Procedure which can be used at any time during or after this period.

***In signing this Schedule, you understand that you are entering into a legally binding Contract. You confirm that you are authorised to do so by your organisation and that you have read, understood and agree to our standard Terms and Conditions and the additional ones in this document.***

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| **Signed on behalf of Roots HR:** |  |
| **Dated:** |  |
| **Signed on behalf of Client organisation:** |  |
| **Print Name:** |  |
| **Job Title:** |  |
| **Dated:** |  |