

Terms and conditions for Workplace Connect

1 Definitions

1.1 In these Conditions, the following definitions apply:

1.1.1 Advice: generic sign post and telephone based advice and assistance on UK employment law.

1.1.2 Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

1.1.3 Conditions: these terms and conditions as amended from time to time at Stephensons' discretion.

1.1.4 Contract: the contract between you and Stephensons for the supply of services in accordance with these Conditions.

1.1.5 Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

1.2 Services: the services supplied by Stephensons to you. Please see the section on the scope of the services below.

2 Introduction

2.1 Stephensons is the trading name of Stephensons Solicitors LLP.

2.2 Stephensons is a Limited Liability Partnership ("LLP"). An LLP has "members" and not "partners"; however, it is more usual for senior professionals to refer to themselves as partners and our members have decided to keep this traditional usage despite LLP status. In the Contract and in letters and documents we may refer to our members as "partners" and will continue to do so in all our dealings with you.

2.3 Everyone working for you from time to time will be working for and on behalf of Stephensons Solicitors LLP and not in a personal capacity.

2.4 By using the Workplace Connect service provided by Stephensons Solicitors LLP you are confirming that you accept and understand these Conditions.

3 Service Scope

3.1 Under the Workplace Connect service, you will be provided access to a telephone advisory service to provide you with Advice on HR and employment related issues. There is no cost for this service.

3.2 Advice will be given between 9.00 a.m. and 5.00 p.m. Monday to Friday only and will be subject to reasonable use by you which in any case we will determine at our sole discretion.

3.3 This service is only available for customers with legal issues governed by the Law of England & Wales.

3.4 We do not provide advice on taxation but, subject to your agreement, we shall engage experts qualified in these areas to advise about these matters. Alternatively, you may wish to seek the advice of your accountants.

3.5 The Workplace Connect service scope has, following detailed research with businesses, been designed to cover all the legal support that organisations typically require relating to HR and employment related issues.

3.6 However, if additional support is required outside of the service scope (see Limitations to Service Scope), for example representation in a Court or Tribunal, a separate quote will be provided. You are under no obligation to accept this quote and if you do not (should this not be but if you do?) we undertake to provide your chosen adviser with the necessary documents promptly so they can support you appropriately (see Limitations to Service Scope).

4 Limitations to Service Scope

4.1 Any work not detailed above is outside of the scope of the Workplace Connect service. In all cases Stephensons can support businesses in not within the scope areas and will be happy to provide a separate quote for such additional services. If you are provided with a separate quote you are under no obligation to accept it and you may seek advice from another provider. If you do seek alternative legal support you are solely responsible to ensure that your chosen adviser(s) have the necessary background information to advise you fully.

5 Data Protection

5.1 The parties acknowledge that when processing any data or information in the course of providing the services that is personal data within the meaning of the Data Protection Act 1998, Stephensons will be acting as a data processor on behalf of you.

5.2 Stephensons shall take all necessary steps to ensure that data or information belonging to you which comes into its possession or control in the course of providing the Services is protected and shall have in place reasonably appropriate technical and organisational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.

5.3 At Stephensons, we are committed to respecting the data you supply to us. Your details will be kept on our database so that you can be kept up to date with relevant information about our products and services. If you do not wish to receive any information then please email enquiries@stephensons.co.uk. Your details will be processed fairly and kept secure in accordance with the Data Protection Act 1998. This data will not be disclosed to third parties.

5.4 During the course of performing the Services, Stephensons may use data which has been made available to it by you (whether directly or indirectly) to:

5.4.1 Manage and perform the Services;

5.4.2 Meet its obligations under the Conditions or any other agreement which Stephensons has with its licensors or subcontractors.

5.4.3 Contact you to see if you wish to participate in customer research; and

5.4.4 Contact you about other products or services that may interest you (except where you have indicated that you do not wish to be contacted).

5.5 You acknowledge that Stephensons has obtained all necessary consents and complied with all applicable legal requirements (whether under privacy, confidentiality or data protection laws or otherwise) with respect to the processing of data by Stephensons under the Conditions.

6 Document Storage

6.1 We will retain records of any advice given for 6 years. We may scan the records to an electronic format within this time scale, depending on the space availability for holding paper records. If the records are scanned the paper records will then be destroyed without further notification to you. If you do not want the papers to be destroyed within 6 years you should inform us accordingly. There may be a charge for retrieval of old physical papers.

7 Call Recording

7.1 Stephensons may record any telephone conversation, inbound and outbound, for security, training and monitoring purposes. The Data Protection Act allows you access to any information that we hold about you, including the recording of any telephone conversations between you and Stephensons. Any telephone call recording will be securely stored and deleted in line with our Document Storage Policy. Any requests for copies of telephone conversations made as Subject Access Requests under the Data Protection Act must be notified in writing to the Data Protection Officer immediately and, subject to assessment, access will be given to hear the recording.

8 E – Mail Communication

8.1 We encourage you to contact us via e-mail, but please be aware that this may not be as secure as other means of communication.

9 Confidentiality and Customer Satisfaction

9.1 No confidential information disclosed by you will be disclosed to any third party unless you consent. By agreeing to these terms you consent to Stephensons disclosing the following information: generic volume and usage data across all Stephensons customers; generic data on the outcome of client satisfaction surveys across all of Stephensons customers; before each renewal, data on your use of the service and whether the current service scope is appropriate for you in future; and if you make a complaint the fact this has happened.

10 Intellectual Property and Authorised Use

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Stephensons.

11 Prohibited Use

11.1 Any use of the Services not expressly permitted in these Conditions are prohibited unless otherwise agreed in writing.

12 For the avoidance of doubt, you must not:

12.1 sell, licence, rent, distribute, transmit, display, post or publish any advice, documents or materials provided to you as part of the Services.

12.2 create derivative works from the documents, materials and reproduce and/or hold such works out as belonging to you.

13 Limitation of Liability and Indemnity

13.1 Stephensons will accept no liability for the Services and/or to any third party if you do not:

13.1.1 follow the Advice provided;

13.1.2 act promptly when advised to do so; or

13.1.3 inform Stephensons of all relevant facts relating to that case.

13.2 Save as set out below, Stephensons is not liable to you in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any of the following losses or damages, whether direct or indirect, even if such losses and/or damages were foreseen, foreseeable or known, or that Stephensons was advised of the possibility of them in advance:

13.2.1 loss of actual or anticipated profits;

13.2.2 loss of business opportunity;

13.2.3 loss of anticipated savings;

13.2.4 loss of goodwill; or

13.2.5 any indirect, special or consequential loss or damage howsoever caused.

13.3 The liability of Stephensons (and that of its affiliates, suppliers, licensors or subcontractors) under this agreement, whether for negligence, breach of contract, misrepresentation or otherwise, shall not exceed £100,000. Where there is a regulatory requirement to limit Stephensons' liability to a higher amount than £100,000 Stephensons (and its affiliates, suppliers, licensors or subcontractors) will abide by the relevant regulatory requirement.

13.4 Nothing in this agreement shall operate to exclude or restrict liability for:

13.4.1 death or personal injury resulting from negligence; or

13.4.2 fraud or deceit (including fraudulent misrepresentation).

13.5 By using the Workplace Connect service you acknowledge and agree that the limit of liability contained in these Conditions is fair and reasonable in all of the circumstances, including but not limited to the basis on which the Workplace Connect service is offered to you.

13.6 The provisions of this clause shall continue to remain in force after the termination of the Conditions and shall not affect either party's right to terminate this agreement in accordance with its terms.

14 Force Majeure

14.1 If Stephensons is prevented, hindered or delayed in performing any of its obligations under the Conditions by a force majeure event its obligations under the Conditions shall be suspended while the force majeure continues and to the extent that it is prevented, hindered or delayed.

15 Suspension of Services

15.1 Stephensons is entitled to suspend, either temporarily or permanently, the provision of the Services at its discretion.

16 Termination

16.1 Stephensons is entitled to terminate the provision of the Services and the Contract between the parties at any time at its discretion and as it sees fit.

17 Governing law and jurisdiction

17.1 The Conditions, and any dispute or claim arising out of or in connection with the Conditions or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

18 Complaints Process

18.1 We are committed to providing high quality legal advice. We hope that you will be happy with the service we provide. If you do have cause to complain then our Complaints Partner is Neal Boland. He can be contacted by e-mailing complaints@stephensons.co.uk or by writing to : The Complaints Partner, 24 Lord Street, Leigh, Lancashire WN7 1AB. We will try to resolve any problems quickly. We have an internal complaints management process, a copy of which is available from our web site at www.stephensons.co.uk/complaints.

18.2 If for any reason we are unable to resolve the problem between us you can ask the Legal Ombudsman to consider the complaint. Ordinarily the time limits for making a complaint to them are: a) six years from the date of act/omission, or b) three years from when you should reasonably have known there were grounds for complaint and, c) within six months of receiving a final written response from us about your complaint. These time limits came into effect from 1 February 2013 and are being introduced gradually by the Legal Ombudsman, they will not accept complaints where the act/omission was prior to 6 October 2010. The contact details for the Legal Ombudsman are: The Legal Ombudsman, PO Box 6806, Wolverhampton

WV1 9WJ; Lo Call No: 0300 555 0333 (Charged at local rates - available nationally); If you are calling from overseas, please call +44 121 245 3050; For the minicom call 0300 555 1777; email - enquiries@legalombudsman.org.uk.