

The Ink Group

Terms of Business



Schedules:

1. Regulated Activity Terms of Business (Ink Employee Benefits Ltd only)
 2. Payroll Terms of Business (Ink HR Ltd only)
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The Ink Group is a trading style of **Ink Employee Benefits Ltd** (Company Number: 08660956) and **Ink HR Ltd** (Company Number: 06977572), of 14 King's Head Place, Market Harborough, LE16 7JT. These Terms of Business are issued to you by one of the above indicated entities (Ink Employee Benefits 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. Where you engage with Ink HR Ltd for payroll services the Agreement includes Schedule 2 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.

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.
- 2.3 Where you receive payroll services from Ink HR Ltd you will, in addition to these Terms of Business, be issued with our Payroll Terms of Business. Where you are not in receipt of such Payroll Terms of Business you must advise us accordingly.
- 2.4 Ink Employee Benefits Ltd is authorised and regulated by the Financial Conduct Authority (609071).
- 2.5 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 the date of 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 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 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 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 accordingly.

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 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

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

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. This will include any claims brought against us alleging that any of our services infringe a patent, copyright or trade secret or other similar right of a third party.

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 the 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 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, 14 King's Head Place, Market Harborough LE16 7JT.

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. 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 co-operate 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.

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 or letter. 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.

Schedule 1:

Terms of Business, Regulated Activity (clients of Ink Employee Benefits Ltd only)

1 Purpose

This is an important Schedule in our Terms of Business document. It sets out the basis for how we work with our clients when we are conducting regulated activity. We have tried to avoid too much jargon, but this document is an important layer of protection for both Ink and your business. We need to provide this document because one of our businesses, Ink Employee Benefits Ltd is authorised and regulated by the Financial Conduct Authority (FCA). It is very important that we disclose to you whether we are carrying out regulated activities when we work with you.

2 The Regulatory Framework

Ink Employee Benefits Ltd is authorised and regulated by the Financial Conduct Authority ('FCA'), 25 The North Colonnade, Canary Wharf, London, E14 5HS. Our FCA Register number is 609071. Our permitted business is:

- Advising on Investments
- Agreeing to carry on a regulated activity
- Arranging (bringing about) deals in investments
- Making arrangements with a view to transactions in investments
- Dealing in investments as agent
- Assisting in the administration and performance of a contract of insurance

You can check this on the FCA's Register by visiting the FCA's website: www.fca.gov.uk/register or by contacting the FCA on 0845 606 1234.

3 When is our Advice Classed as Regulated?

Unless we notify you in writing to the contrary, we will be treating you as a "retail client" (Investments) or a "commercial customer" (Non-Investment Insurance). This means that you are afforded the highest level of protection under the regulatory system and, subject to your company turnover and employee headcount, you should have the right to take any complaint to the Financial Ombudsman Service.

A retail client is any client that is not a professional client or an eligible counterparty. Ink Employee Benefits Ltd clients are all classed as retail clients.

A commercial customer is any customer who is acting for their trade or profession, rather than themselves as an individual.

Where we are advising a retail client or commercial customer but not on the above permitted business activities, this is not classed as regulated advice.

In all circumstances we will inform you about whether the advice we are giving you is regulated or non-regulated.

4 Examples of Regulated Advice

The most frequently occurring advice areas where our activities are likely to be regulated are as follows:

- Recommending and setting up a new contract-based Workplace Pension scheme
- Recommending or changing a default investment fund within a contract-based Workplace Pension scheme
- Recommending and setting up a new group risk or healthcare scheme, including but not limited to Group Life Assurance, Group Income Protection Insurance, Private Medical Insurance, Health Cash Plans, Group Critical Illness Insurance.

5 Basis of Advice

It is very important that you understand the basis of the advice that we give you, and whether there are any restrictions to either the number of providers we choose from, or the range of products we advise on.

Ink Employee Benefits Ltd is classed as a Restricted Adviser, restricted by product type and in certain circumstances by provider.

Restriction by product type - This means that we restrict the range of investment and / or insurance contracts that we advise on. we restrict this because we choose only to deal with UK Limited companies, partnerships, charities, UK offices of overseas parents and sole traders acting as employers. we do not provide regulated advice to individuals. A full list of products is available on request.

Restriction by provider – In certain circumstances we restrict the number of providers that we use for a given advice area or product. we do this to ensure a sensible balance between operational efficiency and client requirements. Our current provider restrictions are as follows:

Advice area / product	Provider	Nature of restriction
Group Life Assurance – new scheme	Ellipse	We use Ellipse as our default provider for new schemes with fewer than 20 members. A full market review is available on request.
Group Income Protection – new scheme	Unum	We use Unum as our default provider for new schemes with fewer than 20 members. A full market review is available on request.
Group Private Medical Insurance – new scheme	AXA PPP	We use AXA PPP as our default provider for new schemes with fewer than 20 members. A full market review is available on request.

In all advice areas, including those where we apply a ‘small schemes’ restriction, we are able to access terms from the ‘Whole of the Market’. This means that you can have confidence that we have given you terms based on a fair representation of the available options.

6 Your Aims and Objectives

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. we

will also take into account any restrictions that you wish to place on the type of products you would be willing to consider. Please note that any products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay. Any ongoing service will be agreed with you and confirmed in our service agreement. We may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you. Neither Ink Employee Benefits nor its employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you the client to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

We will always agree with you and document in writing how and why your business objectives and the recommendations we make to you are suitable for meeting your objectives. This is an important document and should be retained as a reminder of why our recommendations were made.

7 Client Money

Ink Employee Benefits Ltd is not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

8 Cancellation rights for regulated activity

In most cases you can exercise a right to cancel by withdrawing from the investment or insurance contract.

In general terms you will normally have a 30-day cancellation period for a life, pure protection, payment protection or pension policy and a 14-day cancellation period for all other policies.

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions from the provider.

If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

9 Complaints

In the event that you are dissatisfied with a recommendation we have made you may be entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

- In writing: The Compliance Officer, Ink Employee Benefits Ltd, 14 King's Head Place, Market Harborough, LE17 7JT
- By phone: +44 (0)1858 810200

For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS').

We are covered by the Financial Services Compensation Scheme ('FSCS'). you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

- Investments - most types of investment business are covered for up to a maximum of £50,000.
- Insurance - advising and arranging is covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk/consumer.

Please be assured we treat complaints very seriously.

10 Mode of Communication

We will enter into communication with you through whatever means are convenient to you and us, including telephone, email and other electronic communication methods. Please note that all our communications and documents will be provided to you in English.

Schedule 2:

Terms of Business, Payroll Services (clients of Ink HR Ltd only)

1. Ink HR Ltd acts in the capacity of payroll provider on behalf of its clients. As payroll provider, Ink HR is not party to any employment or other arrangement entered into between a client and that client's employee and is therefore not responsible for fulfilling any statutory obligation or making any payment required by statute that may arise as a consequence of the relationship between employer and employee.
2. Ink HR Ltd is registered with HMRC under the **Money Laundering Regulations 2007**, and is required to, and will, comply with all legislation and appropriate guidelines designed to combat money laundering activity and the funding of terrorist or criminal activity in the jurisdictions in which it operates. Ink HR is required under the rules of the HMRC and the provisions of the Money Laundering Regulations 2007 to verify the identification of its clients. For this purpose you agree to provide the documents and information that may be required to comply with the Company's procedures.
3. All pay periods administered by Ink HR are based upon calendar weeks or calendar months. Other payroll periods requested by clients (e.g. mid-month to mid-month) will generally not be accepted since Ink HR's software systems and payroll runs are based upon complete weekly or monthly cycles. Where employment starts or ends otherwise than on the first or last day of a week or month, the first (or last) payslip issued will be to/from the date specified, as the case may be.
4. Ink HR payroll fees are billed monthly and the terms of payment are strictly 15 days from date of invoice. Failure to pay within these terms may result in the suspension of payroll services.
5. Ink HR will require a client's confirmation of all payroll data at least seven working days prior to your pay date. Failure to comply with this will result in an additional administrative fee of £12 (exclusive of VAT). This charge will be added to your monthly bill.
6. Ink HR will provide the following payroll reports as standard to the service: Payslips, PAYE Summary, NIC Summary, Month End Summary and BACs report. If you require further reports, these will be available at an additional cost of £3 (exclusive of VAT) per report.
7. In the case of payroll amendments being required by the client following the payroll data deadline (see point 5), Ink HR reserves the right to charge an administration fee of £12 (exclusive of VAT). This fee will only be chargeable in the case of payroll data changes made by the client following the deadline.
8. Where Statutory Sick Pay or Statutory Maternity, Paternity or Shared Parental Leave Pay calculations are carried out on behalf of a client in parallel with payroll duties, Ink HR reserves the right to charge an administration fee of £5 (exclusive of VAT) to cover such additional services on a per employee basis.
9. Where information concerning changes in employment arrangements are not provided by the client within the payroll data deadline (see point 5), and especially where this results in additional work for Ink HR (e.g. in amending client records, reissuing payslips or resubmitting statutory forms to **HMRC** Ink HR reserves the right to charge an administration fee of £12 (exclusive of VAT) to cover such additional work.
10. Ink HR will not bear any responsibility for HMRC penalties, interest charges or other costs that may arise as a consequence of failure on a client's part to make Income Tax or National Insurance liability payments by due dates notified to that client either by Ink HR or by HMRC, or as a consequence of the client's failure to make information available to Ink HR which would affect or delay the submission to HMRC of statutory returns by the relevant due dates.
11. Ink HR will not bear any responsibility for additional Tax and National Insurance liabilities which may arise as a consequence of a client agreeing to pay a net wage to his or her employee where variations in that employee's personal tax code from the standard single person's tax allowance in any given tax year result in the client incurring additional liability to that which would have been incurred had a gross wage been agreed.

12. Ink HR will not accept liability for overpayment or underpayment of wages incurred as result of an error (howsoever arising) in processing a client's specified wage for any period in excess of one month from the date on which the first payslip for a full period of a week or month at the newly instructed rate is sent to the client. It is each client's responsibility to check payslips received from Ink HR to ensure that the specific net pay or gross pay sum they have stipulated is shown on the first full week or full month payslip provided.
 13. Ink HR will not bear any responsibility for HMRC penalties or interest charges which may arise as a result of employment arrangements existing prior to a client appointing Ink HR or for retrospective liability due or the consequences of late-filing a declaration of retrospective liability where the client appointed Ink HR after the due date.
 14. Ink HR reserves the right to alter, amend and reissue these terms and conditions under which it provides its service as a result of changes in law or as a result of issues that arise in the course of providing a service to its clients. Clients will be notified in advance of any changes to terms and conditions which will affect them.
 15. Ink HR will not accept liability for any consequences arising from the failure of Ink HR to receive information from a client or of a client to receive information from Ink HR where such failure is due to a failure of the postal or other communications system (such as e-mail or telephone) or any other circumstances over which Ink HR has no direct control. Without prejudice to the generality of this clause, Ink HR accepts no liability for bank or other charges or expense incurred as a result of late or non-received payslips and any consequent failure by a client to pay salaries. It is the client's responsibility at all times to ensure payment of salaries is made on time. Clients are requested to contact Ink HR if information they are expecting from Ink HR has not been received within three working days of it being due - unless they have already been advised by Ink HR of a longer timeframe or of specific reasons for such a delay.
 16. The handling and processing of personal data by Ink HR complies with the **General Data Protection Regulation (Regulation (EU) 2016/679)**. Ink HR's database of client information is securely protected against unauthorised entry. Ink HR observes a strict duty of confidentiality and will not disclose information held by it to any person without the client's consent unless compelled to do so by law.
 17. Ink HR asserts that the personal information that we handle on behalf of our clients is very important to us. we will endeavour to take all due care to protect this information. we require our clients to be aware that we work in association with third parties – for example, service providers for processing business or obtaining compliance or regulatory advice – and such third parties require the disclosure of more than just your basic contact details. Our clients are hereby made aware and agree that any personal information held by Ink HR on behalf of any client may be disclosed on a confidential basis and in accordance with the **General Data Protection Regulation (Regulation (EU) 2016/679)** to any such third parties. you also agree that this information may be transferred electronically.
 18. Each party to this contract acknowledges that this contract contains the whole agreement between the parties and that it has not relied on any oral or written representation made to it which is not set out in this contract. This paragraph is not intended to relieve a party of any liability incurred for fraud.
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