

Digital Products Terms and Conditions

This Agreement contains the terms and conditions applicable to the use of any Products by You. By placing an Order for any Product, you agree to the terms and conditions of this Agreement.

1. INTERPRETATION

1.1 Unless the context requires otherwise, the following definitions shall apply:

Agreement means this agreement between You and Keeping HR Simple Ltd;

Authorised User means any person in Your organisation to whom access to a Product is provided in accordance with the terms of this Agreement;

Keeping HR Simple's website means www.keepinghrsimple.co.uk;

Commencement Date means the date upon which You place an order for HR documentation;

Force Majeure means circumstances beyond the relevant party's control that prevent performance of the Agreement including any failure or breakdown of electronic systems upon which the provision of a Product is dependent;

Intellectual Property Rights or IPR means any and all intellectual property rights including trademarks, copyright, moral rights, database rights, know-how and all other intellectual and proprietary information rights as may exist now or hereafter come into existence; all modifications, renewals, rights to apply for, renewals and extension of any of the foregoing arising under the laws of any country, state or jurisdiction in the world;

Order means an order placed by You for the purchase of a Product through Keeping HR Simple's Website;

Price means the amount to be paid by You to Keeping HR Simple for the Product as quoted to You at the time You place an Order;

Products means any materials (including but not limited to templates and/or other general information contained within documents) which You purchase from Keeping HR Simple's website as may be updated from time to time;

You means the organisation on whose behalf you are placing an Order for a Product. Yours and Your shall be construed accordingly.

2. YOUR STATUS

2.1 By placing an Order you warrant and represent that:

2.1.1 The individual placing the Order is fully authorised to enter into this Agreement on Your behalf; and

2.1.2 The Order is being placed on behalf of Your business and the individual placing the Order is not acting as a consumer.

3. USE OF THE PRODUCTS

3.1 Payment of the Price will entitle You to a royalty free, non-exclusive, non-transferable, non-sublicensable licence to use, download and store the Product(s). In respect of any element of the Product that comprises a template, you may for Your own internal purposes only make derivative works using the Product. You acknowledge that You have purchased a licence to use the Product, and that the grant of this licence does not constitute a transfer of ownership.

3.2 You may only use the Product for Your internal purposes in the course of Your own business, unless otherwise agreed in writing with Keeping HR Simple. You shall not forward (and shall procure that no Authorised User shall forward), via any means, any content provided by Keeping HR Simple to anyone other than Your Authorised Users.

3.3 It is your responsibility to ensure that you can access Keeping HR Simple's website and to have and maintain licences to use any software required to access any Product.

3.4 You may not, unless otherwise expressly permitted:

3.4.1 sell, sub-licence, distribute, display, copy, disassemble, decompile, reverse engineer, translate, transfer, or otherwise make available any Product and/or its content to any other person;

3.4.2 use any Product or its content to create any derivative works or products that could be considered competitive products;

3.4.3 allow any third party to access, benefit or use any Product or its content in any way; or

3.4.4 share any password, username or other access information that can be used to access any Product or its content.

3.5 You shall maintain all security measures as may reasonably be required to prevent any unauthorised access to or use of any Product.

3.6 Your rights under this Agreement may be revoked if You fail to comply with any of the terms of this Agreement, and upon notice of revocation You shall, and shall procure that Your Authorised Users and anyone else to whom you have provided access to any Product shall, immediately:

3.6.1 cease to use or access the Product and its content; and

3.6.2 destroy all copies of the Product, its contents and any information or derivative works which have been created or acquired by You as a result of or in connection with this Agreement.

3.7 You agree to indemnify Keeping HR Simple, its members, employees, officers and licensors against any and all liability arising from Your or any third party's unauthorised use

of any Product or its contents provided to You and any use by You or any third party of any derivative works made by you.

4. RELIANCE

4.1 The Products are provided 'as is' and do not constitute professional advice, and You should not rely on them as such. The Products may not be suitable for Your purposes.

4.2 Keeping HR Simple does not warrant that use of the Products will ensure Your compliance with any applicable legal or regulatory requirements.

4.3 All warranties, representations and obligations not set out in this Agreement (whether expressly or as implied by law) are hereby excluded to the maximum extent permitted by law.

5. PAYMENT

5.1 Keeping HR Simple shall make a zip file available for download as soon as reasonably practicable after Your purchase of any Products.

5.2 The Price shown is exclusive of VAT and VAT will be charged at checkout.

6. KEEPING HR SIMPLE'S OBLIGATIONS

6.1 Upon receipt of Your Order, Keeping HR Simple shall, as soon as reasonably practicable, issue You with a username and password to enable You to access the Product(s) via Keeping HR Simple's Website.

6.2 Keeping HR Simple is not under any obligation to provide maintenance or support for any Product or its content.

7. INTELLECTUAL PROPERTY

7.1 Any IPR subsisting in the Products is and shall remain the sole property of Keeping HR Simple or, where applicable, its licensors. You acknowledge that all present and future rights in and title to the Products, including the right to grant access to and use of the same, shall vest in Keeping HR Simple and, where applicable, its licensors.

7.2 You shall indemnify Keeping HR Simple from and against all costs and expenses (including reasonable legal expenses) arising from any claim that any derivative work that you create based on any Product infringes any third party's IPR. You agree to cooperate with Keeping HR Simple in the defence of any such claim at Your own expense.

8. DATA PROTECTION

8.1 To the extent that Keeping HR Simple processes any personal data provided by You in connection with this Agreement, Keeping HR Simple will do so in accordance with any applicable data protection laws of the United Kingdom.

9. LIABILITY

9.1 Nothing in this Agreement shall limit a party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot by law be limited.

9.2 Keeping HR Simple shall not be liable to You for any indirect, special, incidental and/or consequential loss and/or damage incurred by You in connection with your use of any Product.

9.3 Keeping HR Simple shall not be responsible for any loss, damage or other cost resulting from any decisions that are made in reliance on any Product including, without limitation, compliance and/or risk management decisions, and You acknowledge that any use of any Product or any of its contents are at Your own risk.

9.4 Keeping HR Simple excludes to the fullest extent permitted by law any liability whatsoever for any:

9.4.1 loss of profit, business, revenue, goodwill and/or anticipated savings; and/or

9.4.2 sanctions imposed upon You arising out of or in connection with Your non-compliance with any legal or regulatory requirements.

9.5 Keeping HR Simple's total aggregate liability to You in connection with this Agreement shall be limited to the Price.

10. NOTICE

10.1 If You wish to provide notice under this Agreement, such notice must be sent to Keeping HR Simple Ltd via email to info@keepinghrsimple.co.uk.

10.2 If Keeping HR Simple needs to provide You with notice under this Agreement, it shall be sent to You using the email address that You provided when placing Your Order. It is Your responsibility to ensure that Your details are up to date and correct.

11. ASSIGNMENT

11.1 You may not assign, transfer, sub-licence or deal with any of Your rights or obligations under this Agreement without Keeping HR Simple's express permission.

12 . VARIATION

12.1 Keeping HR Simple may at its sole discretion update the terms of this Agreement from time to time on the Website. It is your responsibility to check the Keeping HR Simple Website from time to time to ensure your compliance with any updated terms.

13. TERMINATION

13.1 Keeping HR Simple may terminate this Agreement at any time where:

13.1.1 You breach any material term of it, or

13.1.2 Keeping HR Simple has reasonable grounds to believe that the performance of it may be unlawful or cause Keeping HR Simple and/or You to breach any legal, regulatory or professional requirement.

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement and any dispute arising out of or in connection with it (whether contractual or non-contractual) shall be governed by the laws of England and Wales, and any dispute arising out of or in relation to this Agreement (whether contractual or non-contractual) shall be subject to the exclusive jurisdiction of the Courts of England.

15. GENERAL

15.1 This Agreement constitutes the entire agreement between Keeping HR Simple and You in relation to any Products This Agreement supersedes all previous discussions, correspondence, negotiations, understandings or agreements entered into by us in relation to any Products.

15.2 Subject to clause 9.1, You agree that You have not relied upon, nor will you have any claim in respect of any representation, warranty or condition that is not set out in this Agreement.

15.3 This Agreement does not grant any rights under the Contracts (Rights of Third Parties) Act 1999 to any third party to enforce any term of this Agreement.

15.4 In the event that any provision of this Agreement is deemed to be invalid or unenforceable, it shall be severed from the Agreement and shall not affect the validity and enforceability of any other term in this Agreement.

15.5 No failure by Keeping HR Simple to exercise any right under this Agreement or to take action against You in the event of a breach of this Agreement shall constitute a waiver of such right or any other rights under this Agreement.