

Capital Edge HR – Terms & Conditions

1. Definitions

“Agreement” means these Terms together with any Proposal or Statement of Work (“SOW”).

“Client” means the organisation purchasing Services from Capital Edge HR Ltd.

“Services” means the advisory, diagnostic, documentation, and consultancy services described in the Proposal.

“Deliverables” means any reports, frameworks, templates, diagnostics, or materials produced.

“Proposal” means the commercial document issued by Capital Edge HR describing scope, fees, and timing.

2. Formation of Agreement

2.1 The Agreement becomes binding when the Client accepts a Proposal in writing (including email acceptance).

2.2 These Terms apply to all Services unless expressly varied in writing.

2.3 In the event of conflict:

Proposal prevails → then these Terms.

3. Nature of Services (Advisory Only)

3.1 Capital Edge HR provides strategic HR and organisational advisory services only.

3.2 We do not provide legal advice, regulated advice, or employment law representation.

3.3 The Client is solely responsible for:

- All management decisions,
- Implementation of recommendations,
- Compliance with employment law,
- Obtaining legal review where appropriate.

3.4 The Client acknowledges that Services are decision-support services, not outsourced accountability.

4. Client Responsibilities

The Client shall:

- Provide complete, accurate, and timely information;
- Ensure internal review of Deliverables before implementation;
- Not rely on Deliverables as a substitute for legal or financial advice;
- Remain responsible for all employment actions taken.

Capital Edge HR shall not be liable for outcomes resulting from inaccurate, incomplete, or withheld information.

5. No Reliance / Independent Decision-Making

5.1 All Deliverables are provided for internal business use only.

5.2 The Client confirms it exercises its own judgement in applying recommendations.

5.3 No third party may rely on our work without prior written consent.

5.4 We accept no duty of care to any third party.

6. Fees and Payment

6.1 Fees are as stated in the Proposal.

6.2 Invoices are payable within 14 days of issue unless otherwise agreed.

6.3 We reserve the right to:

- Suspend Services for non-payment;
- Charge statutory interest under the *Late Payment of Commercial Debts (Interest) Act 1998*;
- Recover reasonable costs of collection.

6.4 Fees are exclusive of VAT and expenses unless stated otherwise.

7. Scheduling, Cancellation, and Delays

7.1 Consultancy time is reserved exclusively for the Client.

7.2 Rescheduling requires minimum 5 working days' notice.

7.3 Late cancellation may be charged in full where preparation has occurred.

7.4 We are not responsible for delays caused by lack of Client input or access.

8. Intellectual Property and Use of Deliverables

8.1 All methodologies, frameworks, models, and know-how remain the exclusive intellectual property of Capital Edge HR Ltd.

8.2 Upon full payment, the Client receives a non-exclusive, non-transferable licence to use Deliverables internally.

8.3 The Client may not:

- Republish or commercialise Deliverables,
- Adapt methodology for external use,
- Share materials outside its organisation,
- Reverse engineer our approach.

8.4 No assignment of intellectual property is intended or implied.

9. Confidentiality

Each party shall keep confidential all non-public information received from the other and shall not disclose such information except:

- Where required by law;
- To professional advisers under duty of confidence;
- With prior written consent.

This obligation continues for three (3) years following completion of Services.

10. Data Protection

10.1 Each party acts as an independent Data Controller under UK GDPR unless expressly agreed otherwise.

10.2 Neither party processes personal data on behalf of the other.

10.3 The Client is responsible for ensuring it has lawful grounds to share any personal data.

11. Limitation of Liability

11.1 Capital Edge HR's total aggregate liability under this Agreement shall not exceed:

the total fees paid for the relevant engagement.

11.2 We shall not be liable for:

- Loss of profit, revenue, or opportunity;
- Indirect or consequential loss;
- Employment claims arising from Client implementation;
- Decisions taken by the Client or its managers;
- Regulatory or legal non-compliance.

11.3 Nothing excludes liability for:

- Fraud,
- Death or personal injury caused by negligence,
- Any liability that cannot legally be limited.

12. Professional Boundaries

The Client acknowledges that organisational change involves human, commercial, and operational risk. Capital Edge HR does not guarantee outcomes, performance improvements, or legal defensibility of Client decisions.

13. Subcontracting

We may use suitably qualified associates to deliver Services.
Capital Edge HR remains responsible for service quality.

14. Termination

Either party may terminate:

- For material breach not remedied within 14 days; or
- For convenience with written notice where ongoing services apply.

Fees accrued to date remain payable.

15. Force Majeure

Neither party shall be liable for failure to perform due to events beyond reasonable control, including but not limited to illness, infrastructure failure, or governmental restriction.

16. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes prior discussions or representations.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

Capital Edge HR Ltd

info@capitaledge-hr.com