

# AMENDMENTS, CLARIFICATIONS & ADDITIONS MADE TO THE TERMS & CONDITIONS FOR RETAINED HR/EMPLOYMENT LAW AND ENVIRONMENT, HEALTH & SAFETY SUBSCRIPTION SERVICES

## FROM 2024 VERSION – TO 2025 VERSION T&Cs

### Removed:

7.6 For Customers who subscribe to the environment, health & safety module who require additional licences to the proprietary online health & safety content, the Customer acknowledges that additional fees will become payable per user licence and added to the Subscription Fee. All licences are issued on an annual basis and cannot be terminated part way through the year.

7.7 Where the Customer wishes to reduce the number of user licences in relation to the online health & safety content, then the Customer acknowledges that the licence is an annual licence and as such no refunds for unexpired periods will be issued by MAKE UK. The reduction in licence requirements will be reflected at the Anniversary Date in the next Subscription Fee.

### Clarification Amendments:

12.1 For Customers who subscribe to Level 2 or Level 3 of the environment, health & safety module, upon request by the Customer, MAKE UK agrees to provide up to 1 day per annum conducting an annual review of the Customers health & safety policies, procedures and practices.

13.3 Any additional days requested by the Customer will cover specified consultancy days only, as outlined in the Customer's service proposal, which are subject to additional fees.

13.11 Where a Customer provides notice of downgrade to the number of days subscribed to, and the Notice Period spans the subscription renewal Anniversary Date, so the consultancy day entitlement will be pro-rated for the new Subscription Period.

14.4.6 If the Customer wishes MAKE UK to represent them at an employment tribunal or other employment hearing the Customer must inform MAKE UK as soon as they are aware of a claim. If the Customer notifies and agrees any fees and scope of works with MAKE UK less than 3 days prior to the deadline for preparing a response to a claim then MAKE UK reserves the right not to prepare the response, handle the claim or attend the hearing. Make UK further reserves the right to make an additional charge in the sum of £500 + VAT for the preparation of the response to any Tribunal Claim received within the 3-day period referred to if Make UK agrees to handle the claim.

14.4.9 If a proposed tribunal hearing is listed for 4 days or longer or MAKE UK estimates that the value of a potential claim is more than £100,000 or if the case raises issues which are either unusually complex or have implications beyond that case then MAKE UK reserves the right to instruct a Barrister at the Customer's expense for the entire hearing. Any Barrister will be appointed in consultation with the Customer, however if MAKE UK requests consent to appoint a Barrister and the Customer refuses, then MAKE UK reserves the right to cease acting in relation to that matter

14.4.10 If a lodged tribunal involves a claim brought by multiple Claimants MAKE UK reserves the right to exclude the case from the Customer's subscription. Any such case will be conducted on a PAYG Fee basis subject to agreement with the Customer.

Environment Health & Safety subscription throughout (amended from Health, Safety & Sustainability).

### Additional:

20.5 MAKE UK shall be entitled to terminate the service contract immediately in the event that the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.