



TERMS & CONDITIONS FOR HR/EMPLOYMENT LAW AND ENVIRONMENT, HEALTH & SAFETY SUBSCRIPTION SERVICES AND PAYG SERVICES (version V1 2026)

1. Definitions

Anniversary Date: 12 calendar Months from the Subscription Service Start Date (or Subscription Service Change Date (as the case may be) and every 12 Months thereafter.

Associates: has the meaning given in clause 7.1.

Business Day: has the meaning given within the definition of Operational Working Hours.

Customer: means the organisation which has agreed to receive the Services from MAKE UK.

Associate Member: any organisation that purchases any HR & Legal and or Environment Health & Safety service and who is not also a Core Member of Make UK.

Documentation: HR and/or Environment Health & Safety (EHS) material as may be made available online by MAKE UK from time to time.

Fair Usage: reasonable levels of use of the Subscription Services taking into account the Subscription Service Scope and Subscription Fee.

Headcount: full headcount (not FTE) which incorporates all permanent employees, any other fixed term contract workers included on the Customer's payroll and any agency workers with longer than 12 weeks employment history.

MAKE UK: means EEF Limited (registered number 05950172) a company limited by guarantee and covers all brands within the MAKE UK family.

Minimum Term: means either (a) 18 Months from the Subscription Service Start Date or where a period longer than 12 months is expressly set out as the Subscription Period in a Subscription Service Contract, such period shall be the relevant Minimum Term from the Subscription Start Date or (b) 12 Months from a Subscription Service Change Start Date.

Month: means a calendar Month.

Operational Working Hours: Monday to Friday 9am – 5.30pm, excluding weekends, bank holidays (**Business Day**) and any other days MAKE UK offices are formally closed, to be notified to the Customer in advance of such closure.

Pay As You Go (PAYG) Fee: the fee as may be agreed for agreed PAYG Services

PAYG Services: provision of legal services which MAKE UK agrees to provide to the Customer where these are outside of the Subscription Service Scope

Renewal Notice: a renewal of the Subscription Service Contract effective on an Anniversary Date.

Services: incorporates both Subscription Services and PAYG services.

Subscription Fee: the fee applicable to the Subscription Service elected for a Subscription Period based on the Subscription Service Scope and Headcount.

Subscription Service Change: an agreed change to the Subscription Service Scope.

Subscription Service Change Date: the effective date of a change to the Subscription Services Scope.

Subscription Service Contract: the signed proposal for the Subscription Service(s) and, thereafter each Renewal Notice.

Subscription Service Level: means the standard level of Subscription Service as relevant to Subscription Service Contract and as further described in **Annex 1 (HR & Employment Law)** and **Annex 2 (Health & Safety Services)**.

Subscription Service Scope: means the chosen Subscription Service Level, together with (a) any additional scope provisions such as any limits to certain service elements and (b) Headcount each as set out in a Subscription Service Contract.

Subscription Service Start Date: the date that MAKE UK receives the annual payment in full for the relevant Subscription Services in cleared funds or, if direct debit applies, the date of the successful collection of the first instalment.

Subscription Period: means (a) 12 Months (or such longer period as may be expressly set out in a Subscription Service Contract) from the Subscription Service Start Date or (b) 12 Months (or such longer period as may be expressly set out in a Subscription Service Contract) from the Subscription Service Change Date (as the context directs).

Subscription Services: HR & Employment Law and Environment and Health & Safety services as set out in the Subscription Service Contract and excludes PAYG Services.

2. THESE TERMS

- 2.1 These terms and conditions apply to Subscription Service Contract and PAYG Services supplied by Make UK to the Customer.
- 2.2 These terms and conditions will prevail over any terms and conditions used, contained, set out or referred to in any documents sent by the Customer to MAKE UK.
- 2.3 These terms and conditions may be varied by MAKE UK from time to time by MAKE UK giving notice to the Customer of any such variation and where updates may be viewed at <https://www.makeuk.org/subscriptionserviceterms>
- 2.4 The Customer agrees to comply with the Make UK Code of Conduct and Event Attendance Code of Conduct and which may be viewed at [Code of Conduct](#).

3. SERVICES, SUBSCRIPTION SERVICE CONTRACTS, TERMINATION FOR CONVENIENCE, RENEWAL.

- 3.1 **Services:** Subject to payment of the Subscription Fee(s) (or PAYG Fee(s) as the case may be) MAKE UK will provide the Services. Make UK will provide the Services in accordance with the Subscription Service Scope (as relevant) and with reasonable skill and care. Unless expressly agreed in writing no further conditions, warranties or representations are given by MAKE UK in relation to the Services and any such terms are excluded to the fullest extent permitted by law.
- 3.2 Services are personal to the Customer and shall not be provided to any third party. MAKE UK does not accept any liability or duty of care to any third party whatsoever.
- 3.3 In order to allow MAKE UK to provide the Services the Customer agrees that they, together with their employees and agents will at all times:
 - 3.3.1 provide MAKE UK with complete, accurate and timely information, data and documents which may be requested;
 - 3.3.2 co-operate fully with MAKE UK in the provision of the Services and permit MAKE UK to provide the Services free of obstruction and interference.
- 3.4 **Exclusions to Services:** Customer requests for work outside of the scope of the Services may be provided by MAKE UK as consultancy services, subject always to agreement of consultancy charges and MAKE UK's consultancy terms and conditions. By way of example, MAKE UK shall be entitled to refer the Customer to such consultancy services where requests for assistance include (but are not limited to);

- 3.4.1 strategic or onsite support is required from the Customer which goes beyond general advice including employee relations and/or trade union issues;
 - 3.4.2 drafting bespoke or tailor-made documents, drafting tailored letters, procedures or policies; or
 - 3.4.3 redraft / rewrite or mark-up an existing HR policy or process of the Customer.
- 3.5 **Time:** MAKE UK shall use reasonable endeavours to provide the Services in a timely manner and to meet any required timescales. However, time is not the essence and MAKE UK does not accept any liability for delays howsoever arising.
- 3.6 **Subscription Service Contract:** MAKE UK shall issue a proposal to the Customer in respect of the chosen Subscription Service taking in to account the Subscription Service Scope and setting out the Subscription Fee and Subscription Period (where this is to be longer than 12 months). Once signed by the Customer the Subscription Service shall commence on the Subscription Service Start Date. Thereafter clause 3.8 (Renewal) shall apply.
- 3.7 **Termination for convenience:** Either Party may terminate the Subscription Service Contract on written notice of not less than 6 Months, where such notice shall be effective no earlier than the end of the Minimum Term. After the Minimum Term either party may terminate the Subscription Service Contract on written notice of not less than 6 Months.
- 3.8 **Renewal:** MAKE UK shall provide a notice of renewal (**Renewal Notice**) at least 1 Month prior to the end of each Subscription Period (or each Anniversary Date where the Subscription Period is longer than 12 months). The Renewal Notice shall set out the Subscription Service Scope (based on the current Subscription Service Scope, actual usage) and the Subscription Fee applicable for the next Subscription Period. A Renewal Notice shall be deemed to be accepted as a variation to the Subscription Service Contract and Subscription Fees shall be due as provided in these conditions.
Upgrade: If the Customer requires an upgrade to the Subscription Service Scope as set out in the Renewal Notice, the Customer must promptly advise MAKE UK of the required change(s) in writing and MAKE UK shall update and re-issue the Renewal Notice. Where the upgrade is to Subscription Service Level 3 (Annex 1 Level 3 – employment tribunal support), no tribunal support will be provided in the 6 months following the Subscription Service Change Date. Where such support is required in this timeframe it can be provided as a PAYG Service.
Reduction: If, having received the Renewal Notice, the Customer requires a reduction to the Subscription Service Scope the Customer must promptly advise MAKE UK of the required change(s) in writing and MAKE UK shall update and re-issue the Renewal Notice setting our Subscription Service Scope and Subscription Fee taking into account the reduction requested and pattern of Customer usage and include the Subscription Service Change Date (to incorporate a 6 month notice period). The current Subscription Period shall be extended to the Subscription Service Change Date and the current Subscription Fee and Subscription Service Scope shall also apply until the Subscription Service Change Date.
- 3.9 **Subscription Service Changes (other than at renewal):**
Upgrade: Customer requests for upgrades to Subscription Service Scope may be made in writing at any time during the Subscription Period and are subject to payment of the new Subscription Fee. Where the upgrade is to Subscription Service Level 3 (Annex 1 Level 3 – employment tribunal support), no tribunal support will be provided in the 6 months following the Subscription Service Change Date. Where such support is required in this timeframe it can be provided as a PAYG Service.
Reduction: Customer requests for a reduction of Subscription Service Scope may be made in writing after the Minimum Term.

Where the Customer requests a change to the Subscription Service Scope MAKE UK will provide a notice of change (**Change Notice**) setting out the revised Subscription Service Scope, revised Subscription Fee and Subscription Service Change Date (to incorporate a 6 month notice period in the case of a reduction. The Change Notice shall take effect as a variation to the Subscription Service Contract with effect from the Subscription Service Change Date. Clause 3.8 (Renewal) shall not apply in the period from the Change Notice to the Subscription Service Change Date and the current terms of the Subscription Service Contract shall be extended to the Subscription Service Change Date.

- 3.10 **PAYG Services:** MAKE UK shall provide PAYG Services subject to clauses 5.6 to 5.8 inclusive.
- 3.11 **Reliance:** The advice provided by MAKE UK is personal to the Customer and as such, may not be used or relied upon by any law firm or by any other adviser or EHS consultancy engaged by the Customer (**Third Party**) without the express written consent of MAKE UK. MAKE UK reserves the right not to comment on the advice provided by any Third Party although MAKE UK may, by agreement, provide a second opinion.
- 3.12 **Professional Rules:** MAKE UK may decline to provide or withdraw its involvement in respect of any matter without liability if:
 - 3.12.1 acting for the Customer might give rise to a conflict of interest because two or more MAKE UK's Customer's are also involved in the matter or a conflict otherwise arises;
 - 3.12.2 there is a risk of, or a breach of, the solicitor's code of conduct, IOSH (Institution of Occupational Safety and Health) code of conduct or any other professional codes of conduct which apply to Make UK and its advisors as relevant to the Services.
- 3.13 **Information:** Advice provided on any matter by MAKE UK will be based on the details and information outlined by the Customer's employee or agent.

4. SUBSCRIPTION SERVICE SCOPE AND SUBSCRIPTION SERVICE LEVELS

- 4.1 The Subscription Service Contract (and as varied as provided under clause 3.8 pursuant to a Renewal Notice or clause 3.9 pursuant to a change) sets out the Subscription Service Level agreed and any caps on or additions to specific usage as agreed with the Customer (i.e. the **Subscription Service Scope**) and as reflected in the Subscription Service Fee.
- 4.2 The standard Subscription Service Levels are described in Annex 1 and Annex 2.

5. FEES

Subscription Fees

- 5.1 Subscription Fees are invoiced in full in advance of the Subscription Period. Payment by direct debit is accepted but this does not alleviate the Customer's requirement for payment for the Subscription Period. Any credit for Subscription Fees for any unused portion of the Subscription Period howsoever arising is at MAKE UK's sole discretion.
- 5.2 On notice of not less than 30 days the Subscription Fee may be increased by MAKE UK during a Subscription Period where the Headcount increases (such Subscription Fee increase calculated from the date (s) of Headcount increase) or MAKE UK considers the Customer's use of the Services is contrary to Fair Usage. Similarly, taking into account the Customer's usage, MAKE UK may, on notice of not less than 30 days, reduce the Subscription Service Scope to that acceptable for the Subscription Fee.
- 5.3 Where the Customer disputes either the increase in Subscription Fee or reduction to Subscription Service Scope as notified in accordance with clause 5.2 and the parties fail to agree within the 30 day notice period MAKE UK reserves the right to cancel the

Subscription Service Contract with immediate effect without liability to pay any refund. The Customer has no right of cancellation in such circumstances.

- 5.4 Invoices relating to the increase in Subscription Fee arising under this clause 5 must be either paid in full at the end of the 30 day notice period or where the Customer has an existing direct debit instruction the Customer agrees that MAKE UK may collect the invoice sum by a one off direct debit collection.
- 5.5 In the event that Customer's Subscription Fee has been based on incorrect information from the Customer concerning the level and scope of support required or it is otherwise incorrectly calculated then the Customer agrees to settle any invoice for additional or unpaid Subscription Fees rendered by MAKE UK immediately on receipt.

PAYG Fees

- 5.6 Customers who wish to use PAYG will be quoted a fixed PAYG Fee based on the scope of the PAYG Services on a case-by-case basis prior to the commencement of any work. For example, this will include the number of settlement agreements or scope of large scale restructuring or details of senior employee settlement or, in the case of request for support in relation to a lodged tribunal, MAKE UK will assess the likely resource requirements in order to support the Customer through the end-to-end employment tribunal process (including ET3 responses and, where it can be determined (but subject always to clause 5.7) counsel will be required for the hearing). If at any time, MAKE UK requests consent to instruct counsel in respect of a tribunal hearing and the Customer refuses, MAKE UK reserves the right to cease acting in relation to that matter.
- 5.7 Upon agreement to the quoted fixed PAYG Fee, the Customer acknowledges that such fees are payable in advance of commencement of the PAYG Services. Where, after commencing the PAYG Services, MAKE UK considers that the scope of the PAYG Services is more complex than anticipated or, in the case of tribunal support, MAKE UK later considers that the hearing will require counsel instruction, MAKE UK shall advise the Customer of this at the earliest opportunity and the quote and PAYG Fee shall be increased accordingly and payable on receipt.
- 5.8 Where a Customer has an existing direct debit instruction in place for Subscription Services, the Customer agrees that MAKE UK may collect any PAYG Fees due, in full, by a one-off direct debit collection.

Fees - General

- 5.9 The Customer acknowledges that it is the Customer's responsibility to provide, where applicable, a valid purchase order number to be included for all work and services provided by MAKE UK. MAKE UK is not liable for the Customer's failure to provide such purchase order numbers, and the Customer accordingly acknowledges that fees are still due in full in the instances where a valid purchase order number has failed to be provided in reasonable time. Where a Customer requires, but fails to provide, such a purchase order number in advance of the Anniversary Date, MAKE UK will still be entitled to invoice for any contracted services, with the Customer acknowledging such invoices will be due and valid even without the inclusion of a purchase order number.
- 5.10 If MAKE UK's staff or contractors are required to discharge out-of-pocket expenses in delivering Services to the Customer those expenses will be charged to the Customer as may be agreed from time to time. In the absence of any express agreement the Customer agrees to pay all reasonable expenses incurred by MAKE UK or their employees or contractors in carrying out services on the Customer's behalf.
- 5.11 In the event that a direct debit collection is returned unpaid, MAKE UK reserves the right to charge an administration fee of £60 for each returned direct debit.
- 5.12 Where a direct debit collection is returned as unsuccessful, through no fault of MAKE UK, and where Subscription Fees or PAYG Fees remain unpaid, MAKE UK reserve the right to

put on hold the relevant Services with immediate effect until such time that payment is received in full, either through electronic payment or reinstated successful direct debit collection.

- 5.13 Any sums payable which remain outstanding and which are not paid on the due date shall bear interest from day to day at the rate equal to 8% per annum above the Bank of England base rate from the due date to the date of payment.
- 5.14 All fees and charges are quoted exclusive of VAT unless otherwise specified. VAT will be applied at the prevailing rate.

6. TERMINATION

- 6.1 Without prejudice to clause 5.12, MAKE UK shall be entitled to terminate on written notice with immediate effect (a) the relevant Subscription Service Contract Agreement or (b) PAYG Services in the event that;
 - 6.1.1 the Customer fails to make a payment when due; or
 - 6.1.2 the Customer is knowingly in contravention of relevant national or international laws which puts their or Make UK's employees at risk and has not acted to remedy this situation in a reasonable time; or
 - 6.1.3 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to these terms is in jeopardy
- 6.2 MAKE UK shall be entitled to terminate on written notice with immediate effect the relevant Subscription Service Contract Agreement if the Customer is in material breach of a Subscription Service Contract or these terms and conditions.
- 6.3 Either party shall be entitled to terminate the Services with immediate effect if any of the following events occurs in respect of the other party:
 - 6.3.1 a proposal is made for a voluntary arrangement or for any other composition, scheme or arrangement with, or assignment for the benefit of its creditors;
 - 6.3.2 a shareholders meeting is convened or a resolution is passed for its winding up (except for a bona fide reconstruction or amalgamation);
 - 6.3.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors meeting is convened pursuant to s.98 of the Insolvency Act 1986;
 - 6.3.4 a receiver, manager or administrative receiver is appointed over any or all of its undertaking or assets;
 - 6.3.5 an administrator is appointed or an application is made for such an appointment or the making of an administrative order,
 - 6.3.6 it becomes insolvent within the meaning of s.123 of the Insolvency Act 1986, or;
 - 6.3.7 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986.

7. STAFF AND CONTRACTORS

- 7.1 MAKE UK shall be entitled to subcontract, delegate or assign the provision of any services or any of their rights or duties under these terms. MAKE UK shall have discretion as to which of their partners, third party suppliers, employees or self-employed agents, contractors or associates (**Associates**) are assigned to perform the services.
- 7.2 The Customer agrees to pay MAKE UK's introduction fee as set out in clause 7.3 in the event that the Customer, any subsidiary, group or associated company or any person connected with the Customer (directly or indirectly) recruits as an employee or engages as self-employed contractor any employee or Associate of MAKE UK if that employee or Associate was involved in the provision of services to the Customer by MAKE UK in the 12 Month period prior to their engagement by the Customer.

- 7.3 In the event that the Customer engages an employee or Associate of MAKE UK as set out in clause 7.2 the Customer agrees to pay an introduction fee (which shall be immediately due and payable) equal to 50% of the annual remuneration (including pay and benefits) payable by the Customer to the relevant individual in the year following the commencement of that individual's employment.

8. LIABILITY

- 8.1 **Subscription Services:** Subject to clause 8.3 MAKE UK's aggregate liability including the liability of its Associates in any Subscription Period, howsoever arising, will be limited to the total amount of subscription fees actually paid by the Customer to Make UK in the twelve (12) months preceding the event giving rise to the claim.
- 8.2 **PAYG Services:** Subject to clause 8.3 MAKE UK's aggregate liability including the liability of its Associates in respect of PAYG Services in any 12-month period, howsoever arising, will be limited to the total fees paid by the Customer to Make UK for the specific instruction to which the claim relates.
- 8.3 Nothing in these terms will limit or exclude MAKE UK's liability for death or personal injury arising as a result of MAKE UK's negligence.
- 8.4 MAKE UK shall not be liable to the Customer for any indirect, special or consequential loss or damage (including, without limitation, loss of profit, loss of business, loss of goodwill or loss of anticipated savings), whether arising in contract, tort (including negligence) or otherwise.

9. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 9.1 All intellectual property rights of any nature (including copyright) in the Documentation or any other materials created or provided by MAKE UK or its employees or Associates (**MAKE UK Materials**) shall be and remain the property of MAKE UK and any such Documentation and materials shall be licensed to the Customer for their internal use only.
- 9.2 The Customer undertakes to keep all Make UK Materials confidential and not to copy, publish or distribute any such information, materials or documents to any third party (including any consultant, contractor, or service provider engaged by the Customer to deliver HR or related services) without MAKE UK's prior written consent, and provided that any such aforesaid consultant, contractor or service provider are bound by written confidentiality obligations no less stringent than those set out in this clause (save where such information is in the public domain or the Customer is required to disclose such information by law).
- 9.3 Each party agrees with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs other than to its employees or Associates who need to know such information or where the other party has consented to such disclosure.

10. DATA PROTECTION

- 10.1 Each party shall comply with its obligations under the UK General Data Protection Regulation and the Data Protection Act 2018 (together, the **Data Protection Legislation**). The terms personal data, data controller, data processor, processing and data subject shall have the meanings given in the Data Protection Legislation.
- 10.2 MAKE UK acts as data controller in respect of any personal data of the Customer (including data of Customer's personnel or as otherwise required to provide the Services) and shall process the same in accordance with the MAKE UK Privacy Notice [Privacy Notice | Make UK](#).

11. GENERAL

- 11.1 Each of the parties warrants that it has power to enter into the Subscription Service Agreement or any other agreement relevant to these terms and has obtained all necessary approvals to do so.
- 11.2 MAKE UK and the Customer are independent of each other and nothing in these terms shall be taken as creating a relationship of agent to principal, employer to employee, partnership or joint venture between MAKE UK any other party. Neither party shall be entitled to enter into agreements or other arrangements on behalf of the other.
- 11.3 Neither party shall be liable to the other or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of their obligations in relation to these terms, if the delay or failure was due to any cause beyond their reasonable control such as severe weather, a natural disaster, strikes, governmental action, terrorism, pandemic, war and civil unrest.
- 11.4 These terms, together with the documents referred to in them represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise (save in the event of fraud or fraudulent misrepresentation).
- 11.5 The parties agree that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.
- 11.6 Both parties agree that these terms shall not be enforceable by any person who is not party to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 11.7 In the event of a conflict of interpretation between a Subscription Service Contract (or PAYG quote) and these terms, the provisions of the Subscription Service Contract (or PAYG quote) shall take priority.
- 11.8 Any notice or other communication under these terms shall be in writing and delivered by hand, sent by pre-paid first-class post or recorded delivery, or sent by email to the address or email address last notified in writing by the receiving party. A notice shall be deemed received: (a) if delivered by hand, at the time of delivery; (b) if sent by post, at 9.00 a.m. on the second Business Day after posting; and (c) if sent by email, at the time of transmission, provided that no delivery failure notification is received and, if sent outside normal business hours, at 9.00 a.m. on the next Business Day.
- 11.9 These terms will be governed and construed according to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

ANNEX 1 – 2026 v1

HR and Employment Law Subscription Service Levels

ANNEX 2 – 2026 v1

Environment, Health & Safety Subscription Service Levels

END