

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

ANNEX 1 - HR and Employment Law Subscription Service Levels

Level 1:

Advice line service, templates and toolkits

Subject to the Level 1 Notes below.

***subject to Fair Usage**

- *Support via our national advice line service (all lawyers and legal advisors) for advice relating to employer correspondence on all HR related matters.
- Access to essential model documents and best practice papers.
- * User access to online support.
- Unlimited access to HR-related policies, procedures, and interactive toolkits, that can be tailored by the Customer.
- Exclusive invitations to employment law briefings and networking.
- Regular HR & Legal updates and email alerts.
- Discounted training courses.

Level 2:

Personalised service with dedicated advisor.

Subject to the Level 2 Notes below

***subject to Fair Usage**

All the benefits of Level 1, plus:

- *Face-to-face support with a named legal advisor for strategic and complex HR-related matters.
- Settlement agreements, including opinion, negotiation, and preparation.
- *Early conciliation including risk assessment, negotiation, preparation of COT3 agreements.
- Annual legal compliance review of core employment contracts and policies.
- Annual HR Audit to identify gaps and opportunities to improve HR and employment practices.
- General trade union and employee/industrial relations support and advice.

Level 3:

Full service tribunal support and representation

Subject to the Level 3 Notes below

***subject to Fair Usage**

All the benefits of Level 2, plus:

- *End-to-end conduct of Employment Tribunal cases, including:
 - Drafting of ET3 responses.
 - Disclosure of documents/preparation of Tribunal bundle.
 - Drafting witness statements.
 - Preparation for and attendance at Tribunal hearing.
 - Handling of Settlement negotiations including production of COT3 agreement and/or Settlement agreement.

Level 1 Notes:

- 1.1 Only authorised named users of the Customer are entitled to access the advisory services.
- 1.2 Authorised named users of the Customer can access advisory support via telephone and email and support will be provided during Operational Working Hours
- 1.3 MAKE UK will review and comment upon supporting documentation and correspondence in relation to any relevant matter.
- 1.4 MAKE UK's advisers will not be obliged to provide any on-site or face to face support.
- 1.5 Customer attendance at MAKE UK events is subject to:
 - 1.5.1 advance confirmation of attendance with place allocated on a first come first served basis and restricted to one attendee per Customer. Where it is possible to accommodate additional attendees this is at MAKE UK's sole discretion and additional charges may apply;
 - 1.5.2 any cancellation by MAKE UK or inability to meet Customer's request to attend shall not entitle the Customer to any refund of any part of the Subscription Fee.
- 1.6 Information provided at MAKE UK events is for guidance only and MAKE UK does not accept liability for the Customer's use of such information.
- 1.7 Documentation made available online is used at the Customer's risk and for Customer's personal use.
- 1.8 Documentation made available online may be amended or restricted by MAKE UK without notice to the Customer without liability.

Level 2 Notes:

- 2.1 Face to face support at mutually agreed time and location can be provided if issues cannot be reasonably resolved by telephone, video conference or email support.
- 2.2 MAKE UK will use reasonable endeavours to procure that any allocated lead advisor support can provide the face to face (as described in paragraph 2.1) support but may procure an alternate advisor where this is not possible.
- 2.3 Advice is limited to day-to-day HR issues such as disciplinary or grievance investigations, as well as advice in relation to employee relations and/or trade union issues.
- 2.4 Make UK will provide general advice relating to documents drafted by Customers and will review Customer produced documents for legal compliance. For example, MAKE UK will

- review the essential HR model documents policies of the Customer, and will advise as applicable on their alignment or otherwise with best practice employment law legislation.
- 2.5 Following notification to MAKE UK by the Customer, MAKE UK will support the Customer with the early conciliation process including negotiation and documentation support. In order to fulfil its obligations within legal deadlines the Customer will inform MAKE UK at the earliest opportunity of all required early conciliation support.
- 2.6 Subject to any cap on the number of settlement agreements per Subscription Period as set out in the Subscription Service Contract and subject to paragraph 2.8, the Customer will receive settlement agreement support including opinion, negotiation support (including communication with third parties) and the drafting and production of the settlement agreement documentation as arising during the normal course of business. Where the cap on settlement agreements has been exceeded or para 2.8 applies, or the settlement agreements arise outside of the normal course of business MAKE UK may provide such support as a PAYG Service subject to PAYG Fees.
- 2.8 Any large-scale programme of restructuring, or any other substantial event, which requires significant numbers of settlement agreements or settlement agreements relating to senior or executive management of the Customer are outside of Subscription Services but may be provided as a PAYG Service subject to PAYG Fees.
- 2.9 Any monies paid by the Customer to the Customer's employee as part of any settlement agreement is not covered under the Subscription Service.
- 2.10 The Customer acknowledges that where the number of settlement agreements are capped in the Subscription Service Scope for a Subscription Period the balance of any cap is not carried over to the following Subscription Period.

Level 3 Notes:

Level 3 Services are not available in the 6 months from the Subscription Service Start Date or 6 months from a Subscription Service Change Date (where the change is an upgrade to Level 3). PAYG Services may be agreed for such support.

Where a Subscription Service Contract expressly states any volume cap on tribunal support per Subscription Period, additional tribunal support may be agreed by way of PAYG Services.

Where there is a request for a reduction in the Subscription Service Scope (down from Level 3) and there is an ongoing tribunal MAKE UK may refuse the request or the parties may agree an additional fee for the continued tribunal support in the new Subscription Period.

Under Level 3 Subscription Service, the following terms will apply.

- 3.1 Following notification to the Customer of a lodged tribunal, MAKE UK will support the Customer by completing and submitting all ET3 responses as requested by the Customer.
- 3.2 In order to fulfil its obligations within legal deadlines, the Customer will inform MAKE UK at the earliest opportunity of all tribunal claims lodged requiring an ET3 response.
- 3.3 MAKE UK will not be held responsible for any late response submissions where the Customer has not promptly notified MAKE UK of a lodged tribunal claim.
- 3.4 Following submission of an ET3 response, upon request, MAKE UK will review and advise on the initial prospects of success of the claim.
- 3.5 MAKE UK accepts no responsibility for the actual outcome of the claim based on its assessment of the prospects of success.
- 3.6 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.

- 3.7 If a proposed tribunal hearing is listed, or re-listed for 3 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
- 3.8 The Customer shall supply MAKE UK with all supporting documents and other information. Failure to do so may mean that MAKE UK is unable to represent the Customer at a hearing or prepare a response on their behalf.
- 3.9 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.
- 3.10 MAKE UK reserves the right to charge for reasonable disbursements and costs including (but not limited to) the costs of retaining professional witnesses, travelling and subsistence expenses, copying charges, and the cost of any external Barrister or Counsel.
- 3.11 Awards and/or damages are not covered by MAKE UK under any circumstances.

Litigation support is not provided in relation to health and safety, environmental or other any legal matters or claims save to the extent these may be raised in an employment claim (and then only if the Customer has subscribed to or bought on a PAYG basis MAKE UK's tribunals and/or settlements support).

Annex 2 - Environment, Health & Safety (EHS) Subscription Service Levels

Level 1:

Make UK's Environment, Health & Safety

Subject to the Level 1 Notes below.

***subject to Fair Usage**

- Complimentary places at Spring and Autumn online EHS briefings
- Complimentary places at EHS Surgeries
- Exclusive invitation to briefings and networking events
- Access to preferential rates for EHS training
- *advice line and email EHS support
- Access to our online dedicated members' only guidance portal, with a library of best practice EHS documents and policies
- Opportunity to join Make UK committees; giving a voice for members to be heard by accreditation bodies, HSE, Government and others
- Opportunity to join EHS LinkedIn members group
- Monthly member newsletter with specially curated content including: the latest news, insights and important updates
- Access to preferential rates for specialist support (such as: noise assessment, air quality monitoring, and DSEAR)
- Exclusive deals with the Advantages programme

Level 2:

Personalised service and dedicated time with an advisor who knows and understands the Customer's organisation.

Subject to the Level 2 Notes below

All the benefits of Level 1, plus:

- Named advisor
- Dedicated consultancy day

Level 3:

Designed for progressive organisations looking to dramatically improve EHS performance or work together in a project-style approach.

Subject to the Level 3 Notes below.

All the benefits of Level 2, plus:

- Access to preferential rates for additional consultancy days as required

Level 1 Notes:

1.1 Only authorised named users of the Customer are entitled to access the advisory services.

- 1.2 Authorised named users of the Customer can access advisory support via telephone and email and support will be provided during Operational Working Hours.
- 1.3 MAKE UK will review and comment upon supporting documentation and correspondence in relation to any relevant matter.
- 1.4 MAKE UK's advisers will not be obliged to provide any on-site or face to face support.
- 1.5 Customer attendance at MAKE UK events is subject to:
 - 1.5.1 advance confirmation of attendance with place allocated on a first come first served basis and restricted to one attendee per Customer. Where it is possible to accommodate additional attendees this is at MAKE UK's sole discretion and additional charges may apply;
 - 1.5.2 any cancellation by MAKE UK or inability to meet Customer's request to attend shall not entitle the Customer to any refund of any part of the Subscription Fee.
- 1.6 Information provided at MAKE UK events is for guidance only and MAKE UK does not accept liability for the Customer's use of such information.
- 1.7 Documentation made available online is used at the Customer's risk and for Customer's personal use.
- 1.8 Documentation made available online may be amended or restricted without notice to the Customer without liability.

Level 2 and 3 Notes:

- 2.1 The Level 2 consultancy day is up to 1 day in any Subscription Period (or per year where Subscription Period is longer than 12 months) and work to be conducted is limited to an annual review of the Customer's health & safety policies, procedures and practices. General consultancy or training where agreed by Make UK. This does not include specialist services like DSEAR assessments, COMAH advice or externally accredited training.
- 2.2 The Subscription Service Contract will document any agreed additional consultancy days where included in the Subscription Service Scope.
- 2.3 Save under Level 3, Work undertaken by MAKE UK in excess of the allocated consultancy day(s) is subject to a separate consultancy charges and provided under MAKE UK's consultancy terms and conditions.
- 2.4 Any carry over of unused whole day consultancy days to a subsequent Subscription Period is at the sole discretion of MAKE UK. No refund is available if the consultancy day is not used.
- 2.5 Each consultancy day is drawn down as a whole day of 7.5 hours duration and includes travel time. It is the Customer's responsibility to request, agree and schedule a consultancy day to take place within any Subscription period.
- 2.6 Consultancy days to take place at the Customer's premises are to be scheduled with MAKE UK in advance with reasonable notice. Cancellation by the Customer with less than 2 weeks' notice will forfeit the consultancy day allowance and if rescheduled in the same Subscription Period additional charges will apply.
- 2.7 Additional days will primarily be delivered by MAKE UK employed consultants, although MAKE UK reserve the right to use third parties as required. Where the Customer requests any third party involvement, then the Customer acknowledges additional fees may become due.

ENDS