Terms and Conditions
Customers On Tap Ltd t/as Automation4HR.

By using our Services, the Client agree to the following terms and conditions (the "Terms of Service").

These Terms and Conditions comprise the entire agreement between the Client and Customers On Tap Ltd t/as Automation4HR and supersede all prior agreements between the parties.

Terminology;

“Customers On Tap Ltd t/as Automation4HR”, also referred to as “Customers On Tap Ltd t/as Automation4HR”, “we”, “us”, “the supplier”.

“The Client”, also referred to as “Customer”, “the Client”, “you” means the person, company representative or company who enters into a bespoke application or automation development services agreement with the supplier.

“Services”, the body of work that is being undertaken, including but not limited to consultation, hosting, bespoke application or automation development, rewriting of code, provision of third-party plugin tools, or provision of technical support.

“Service provider”, either Customers On Tap Ltd t/as Automation4HR (typically using VPS services on DigitalOcean or Laravel Cloud) (depending on the service being provided).

“Materials”, information provided by the Client in order for Customers On Tap Ltd t/as Automation4HR to facilitate the required creation, alteration, correction or required support for creating automation software tools and integrations.

If you have any questions or concerns regarding these Terms of Service, please let us know by emailing us at before you accept any quotation.

Section 1 - General

1.1 The initial agreement is subject to a thirty-day cooling off period from the date that the quote is accepted and signed, and any fees paid during this time will be refunded in full should the Client no longer wish to use the service, unless work has already been undertaken by Customers On Tap Ltd t/as Automation4HR. In this instance, any refund on fees will be at Customers On Tap Ltd t/as Automation4HR’ discretion and based on the amount of work done at the point of cancellation. The Client acknowledges and agrees that no fees will be refunded after this thirty-day period has expired.

1.2 Specific details of each individual contract are contained within the quotation. Please also refer to the Service Level clauses in section 3.

1.3 Cover for all development, hosting and support is available 0900 to 1700, Monday to Friday.

1.4 Payment of any deposit, instalment or fee will constitute full acceptance of, agreement for, and compliance with the content of the quotation and these terms and conditions.

1.5 All prices quoted are exclusive of VAT at the prevailing rate.

1.6 Failure to comply with the payment schedule outlined in the Quotation (and accepted by the Client by way of written confirmation or the paying of a fee as per clause 1.4) and/or any component of these terms and conditions may result in suspension of the Service. Customers On Tap Ltd t/as Automation4HR reserves the right to terminate the Client's account if Customers On Tap Ltd t/as Automation4HR determines that the Client has not complied fully with the stated terms (please see section 13 for further detail).

1.7 The Client is solely responsible for providing, at the Client's own expense, all equipment necessary to use the services, including, but not limited to a computer and modem; the Client's own Internet access; and any appropriate mobile device.

1.8 The Client understands and agrees that temporary interruptions of the services available may occur as normal events. The Client further understands and agrees that Customers On Tap Ltd t/as Automation4HR has no control over third party networks and servers and therefore delays and disruption of other network transmissions and servers are completely beyond the control of Customers On Tap Ltd t/as Automation4HR.

All services are hosted on VPS infrastructure with servers located in the appropriate legal jurisdiction. For example, UK clients will be hosted on London-based servers to ensure GDPR compliance.

1.9 We reserve the right to change these Terms of Service from time to time without notice to the Client.

Section 2 - Description of Services

2.1 Customers On Tap Ltd t/as Automation4HR agrees to provide the consultation, hosting, development of automation code, or rewriting of code, or provision of support Services in accordance with the Terms of Service detailed below and to;

a carry out services in a professional and timely manner,
b make every effort to adhere to any deadlines agreed,
c create, develop and provide all Services agreed in the written quote in a timely manner.
d accommodate any required changes outside the scope of the original quote where possible and subject to agreement from the Client and payment of any additional charges,
e endeavour to complete requested code revisions or updates within 5 working days, wherever possible.
f maintain regular contact with the Client throughout the period of the Service provision to discuss changes, upgrades or issues arising,
g endeavour to ensure that hosting services are available wherever possible.

2.2 Specifically, Customers On Tap Ltd t/as Automation4HR will create software tools using bespoke code, existing open-source libraries, and by agreement, any licenced third party software.

2.3 Create integrations between existing software products using third party integration tools, such as Make.com and Zapier.com, and other software products that you might be using.

2.4 Automation4HR will provide support and troubleshooting services for all bespoke applications under its control. Support includes the ability to ask questions, report bugs,

request feature changes, or seek clarification on how your bespoke application works. Support does not include building new functionality unless agreed under a new quote. However, if the Client has a support package which explicitly includes small features or changes, those will be delivered under the scope of that package.

2.5 Provide VPS and application hosting services where required, instead of traditional shared hosting.

2.6 The Client agrees to;

a adhere to all required deadlines,
b provide Customers On Tap Ltd t/as Automation4HR with everything that is required by Customers On Tap Ltd t/as Automation4HR to complete the task, including, but not limited to, login credentials for websites or hosting, relevant third-party tools, text, images and photographs (in the required format),
c review Customers On Tap Ltd t/as Automation4HR' work, provide feedback, and signoff approval within the stipulated time frames,
d adhere to the expected deposit and payment schedule as provided in the quote,
e accept that any amendments, additions, alterations and changes outside those contained within the original quote may be subject to additional charges,
f accept that completion time for any quoted task is dependent on the timely response to any queries raised, or quotation acceptances requested by Customers On Tap Ltd t/as Automation4HR, and the provision of any other information requested by the required deadline,
g comply with any acceptable use guidelines provided by Customers On Tap Ltd t/as Automation4HR and agree to abide by any findings or recommendations from Customers On Tap Ltd t/as Automation4HR that arise from any apparent breach of these guidelines.
h ensure that any required permissions, billing or account information are kept up to date.
i provide any other information as required and ensure that all Materials and content provided has been edited and vetted before submission.

2.7 Customers On Tap Ltd t/as Automation4HR is not responsible for writing or inputting any data, text content, video content, or image content unless this has been specified by the Client, or unless the text provided is being used by Customers On Tap Ltd t/as Automation4HR to test the functionality that has been added. The Client accepts full responsibility for the quality and accuracy of the content provided.

2.8 All Customers On Tap Ltd t/as Automation4HR services may be used for lawful purposes only. The Client agrees to indemnify and hold Customers On Tap harmless from any claims resulting from the Client's use of any of our services that damages the Client or any other party.

2.9 If the Client is hosting the bespoke applications elsewhere, Customers On Tap Ltd t/as Automation4HR cannot guarantee that the bespoke applications is fully compatible with all hosting providers server operating systems, especially any content management systems, database driven tools, and any tools that interact with third party application programmer interfaces (APIs).

2.10 Customers On Tap Ltd t/as Automation4HR does not offer any technical support for any other hosting company that the Client may choose although assistance may be offered in resolving issues with the third party subject to agreement by the Client to a charge for this.

2.11 Customers On Tap Ltd t/as Automation4HR cannot guarantee that the functions contained within any bespoke applications will always be error free, and therefore Customers On Tap Ltd t/as Automation4HR will not be liable in any way whatsoever to the Client for any third party damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of, or inability to operate, the web site and any other web pages.

2.12 Customers On Tap Ltd t/as Automation4HR accepts no liability for any losses, issues or damages caused by problems arising from problems inherited by Customers On Tap Ltd t/as Automation4HR from existing automations or bespoke applications. Customers On Tap Ltd t/as Automation4HR may offer to undertake remedial work on an existing site prior to work commencing and a quote will be offered to the Client in this instance. Customers On Tap Ltd t/as Automation4HR will not commence the original project work until the existing bespoke application problems are rectified to their satisfaction and accept no liability for delays to the provision of work under the original quote as a result of the faults on the inherited bespoke applications.

2.13 Customers On Tap Ltd t/as Automation4HR reserve the right to refuse to commence work on any existing bespoke applications where problems are present and the Client declines Customer On Tap Ltd t/as Automation4HR' quotation for remedial work.

2.14 Customers On Tap Ltd t/as Automation4HR reserve the right to refuse to handle in any way material which it may be deem offensive, illegal or in any way controversial.

Section 3 - Service Level Agreement (SLA)

3.1 This section aims to provide clear reference to service ownership, accountability, roles and/or responsibilities and to match perceptions of expected service provision with actual service support. Without affecting your rights as a consumer, this section is your sole and exclusive remedy for downtime, or any network, software, hardware or equipment failure.

Customers On Tap Ltd t/as Automation4HR will advise you on the appropriate hosting packages for your automation software, appropriate to your needs and the availability needed for your automation use case. Your hosting service will have an SLA agreement

3.2 Service Scope

The following detailed service parameters are the responsibility of Customers On Tap Ltd t/as Automation4HR.

a Monitored email support.
b Configuration of regular backups of your bespoke applications (where appropriate) using tools or infrastructure provided by your hosting provider.
c Bug fixes in automation functionality developed by Customers On Tap Ltd t/as Automation4HR.
d Appropriate notification to Client for scheduled maintenance where applicable.
e Security updates and bug fixes are applied when you have an ongoing support package.

3.4 Service assumptions

This SLA does not cover service-related incidents caused by problems in the following:

a Client's local area network, computer equipment, or mobile devices.
b Client-provided Internet connectivity or end-user software.
c Entities inside Client's internal network including, but not limited to, firewall configuration and bandwidth shaping, local area workstations, or other servers, equipment, and software that have a potential bearing on the local networking environment (except web browser software).
d Client's domain names, which are managed by the client themselves or an individual or organisation acting on their behalf.
e Functionality requests which require changes to your automation software. These are subject to a change request and are chargeable at our normal rates.

The Client responsibilities and/or requirements in support of this SLA section include:

a Payment for all support costs at the agreed interval.
b Reasonable availability of client representative(s) when resolving a service-related incident or request.
c Providing Customers On Tap Ltd t/as Automation4HR with the contact details of a minimum of 1 person who shall be informed of any actions resulting from this agreement.
d Providing Customers On Tap Ltd t/as Automation4HR with a minimum of 2 weeks' notice of the scheduling of security or other testing which carries a risk of impacting the hosting service.

3.5 Uptime and infrastructure reliability are subject to the service levels provided by the third-party hosting platforms used (such as DigitalOcean or Laravel Cloud). While Automation4HR will configure and manage hosting environments appropriately, we are not responsible for outages, disruptions or downtime caused by those third-party providers.

a Scheduled maintenance.
b Emergency maintenance, hardware and software failure remedied under 1 hour.
c Downtime caused by DNS and/or IP address changes for which you have been notified, but you failed to set your configuration.
d Distributed denial of service (DDOS) attacks, hacker attacks, and other similar events.
e Downtime caused by you, your own configuration, or third-party applications you use.
f Downtime caused when you reach the maximum resources allocation for your plan.
g Downtime caused by your violation of these TOS or any other policy announced on our website.
h Downtime during upgrade/downgrade of your Cloud or Dedicated Server resources.
i Downtime during processing of your technical support request(s); or
j Force majeure or any event beyond our control.

3.6 You should contact us if you believe an SLA event has occurred. Compensation is limited to the length of your current term but cannot exceed one month.

3.7 Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

a Telephone support: None is currently provided.
b Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday.
c Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
d Any planned maintenance work that we require to carry out that will involve either a loss of service, or a risk of loss of service, will be advertised at least 2 working days in advance, and will be carried out at a time to ensure as minimum an amount of disruption as possible.

In support of services outlined in this Agreement, Customers On Tap Ltd t/as Automation4HR will respond to service-related incidents and/or requests submitted by the Client, where possible, within the following time frames:

a 0-8 hours (during business hours) for issues classified as High priority.
b Within 48 hours for issues classified as Medium priority.
c Within 5 working days for issues classified as Low priority.

The following definitions will be used to determine the priority of a service-related incident or request, unless the Service Provider and Client agree on an alternative definition:

a High - Critical security upgrades/patches/bugfixes, downtime investigation and resolution or a major function of the hosting service/application is not operational for multiple users.
b Medium - A minor function of the hosting service/application is not operational for one or more users (who can continue to use other hosting features), a user has questions about the hosting service/application functionality or needs assistance in using the service, a user needs administrative service or content addition/modification/deletion.
c Low - Non-critical upgrades e.g., noncritical CMS upgrade, preparation for facilitating client penetration and other testing, enhancement requests or implementing solutions to technology advances in browsers that may cause disruption to site functionality.

The priority of any service-related incident or request not defined in the above table shall be subject to the agreement of the Service Provider and Client.

Section 4 – bespoke applications and Application Development

4.1 Customers On Tap Ltd t/as Automation4HR will provide a full quotation for custom software and automation development work and the Client agrees to pay a deposit as outlined in the Quotation in advance of the commencement of work should that be requested. (Please refer to section 1.1 for details of the cooling off period).

4.2 Settlement of the remaining balance plus any additional costs incurred as detailed in sections 4.4 and 4.8 must be made strictly in accordance with the payment schedule detailed in the quotation (or immediately if the charge relates to additional costs as detailed in section 4.11).

4.3 The charging structure offered will be at the sole discretion of Customers On Tap Ltd t/as Automation4HR and will be agreed in writing before work commences.

4.4 bespoke applications may be launched in advance of payment of a final invoice under certain circumstances and any additional costs for extra features and/or extra development costs, not covered by the original quote will be agreed and invoiced before being utilised.

4.5 All bespoke applications are developed to work primarily across all major browsers and platforms.
including other devices such as mobile phones and touchpads. However, Customers On Tap Ltd t/as Automation4HR cannot guarantee complete and/or long-term compatibility across every major browser, platform or handheld device due to updates/upgrades by their respective vendors.

4.6 Customers On Tap Ltd t/as Automation4HR cannot guarantee compatibility in old or redundant browser software or third-party software, tools and APIs.

4.7 All bespoke applications will be developed using an appropriate programming language and framework, depending on the exact requirements of the Client.

4.8 Any associated or additional fees, such as installation, setup, testing and introductory training pertaining to bespoke applications are covered within the quote provided unless such additional costs are incurred as a result of additions or amendments by the Client to the original quote.

4.9 Service levels and costs will depend on the quotation provided for the bespoke service required and may be subject to changes and/or alterations by Customers On Tap Ltd t/as Automation4HR at any time without prior notice.

4.10 If the quotation exceeds the value of the work undertaken then the final invoice will be discounted to reflect any reduction in cost.

4.11 Customers On Tap Ltd t/as Automation4HR reserves the right to charge the Client up to 100% of the total development cost should the client cancel the development agreement after development has been started, but prior to the bespoke application going live. The scale of the charge will be dependent on what stage the project is at when the cancellation takes place and will be at the discretion of Customers On Tap Ltd t/as Automation4HR.

4.12 All payment transactions for development work will be processed by Stripe, GoCardless or BACS bank transfer.

Section 5 - Payment

5.1 If the Client does not pay any amount properly due to Customers On Tap Ltd t/as Automation4HR in accordance with their Terms and the Quotation provided, Customers On Tap Ltd t/as Automation4HR may:

a suspend the work being done or service being provided until such time as the missed payment is made, or cancel the agreement completely,
b reserve the right to pass the matter to a third party for collection with the Client accepting full liability for any costs incurred as a result of this action,

c reserve the right to charge the Client interest on the overdue amount at the rate of 8% per year above the Bank of England base rate (interest will accrue daily until the date of actual payment); or
d claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 or,
e interest under the County Courts Act 1984

5.2 Customers On Tap Ltd t/as Automation4HR shall not be responsible or liable, directly, or indirectly, for any damage or loss caused by suspension of any Service following late payment of an expected instalment. The Client shall take full responsibility for ensuring that payments are made in a timely manner and in accordance with the details provided in the quotation.

5.3 Customers On Tap Ltd t/as Automation4HR may elect to vary the charges by giving to the Customer not less than 30 days written notice of the variation expiring on any anniversary of the effective date of the engagement.

Section 6 - Warranty

6.1 Customers On Tap Ltd t/as Automation4HR offer a six-month warranty on all code created by them. Only code created by Customers On Tap Ltd t/as Automation4HR is covered by this warranty.

6.2 Any bugs, errors or issues with said code within six months of making live the new code or the launch of the bespoke application, will be repaired at no cost to the Client. Bugs, errors or issues arising after the six-month period has expired will be quoted for and charged at the prevailing hourly rate. A “bug” refers to any technical error that prevents a feature from functioning as intended at launch, not caused by third-party systems, browser changes, unsupported usage, or incorrect data entry. This warranty does not cover issues caused by third-party APIs, hosting platform updates, external security tools, or changes in browser technology.

6.3 Warranty is not offered on hosting services that may be provided.

Section 7 - Eligibility & Privacy Policy

7.1 By requesting and agreeing to these Services, the requester represents and warrants that they have the right, authority, and capacity to enter into this agreement as the Client or a representative of the Client, and to abide by all the terms and conditions of these Terms of Service.

7.2 The Client must be over 18 to register or use the Service.

7.3 It is Customers On Tap Ltd t/as Automation4HR' policy to respect the privacy of its users. Full details are available at www.automation4hr.co.uk/legal/privacy-policy/.

7.4 Customers On Tap Ltd t/as Automation4HR adheres to all national and EU data protection in accordance with the prevailing General Data Protection principles, data transfer, data retention, and confidentiality regulations and always stores data sent to us in a secure manner within our security policy.

7.5 Where Customers On Tap Ltd t/as Automation4HR is required to collect personal data by law, or under the terms of the agreement, and the Client does not provide us with that data when requested, the Client accepts that we may not be able to provide

the services required. No liability for loss, inconvenience or damage will be accepted by Customers On Tap Ltd t/as Automation4HR in this instance.

7.6 Customers On Tap Ltd t/as Automation4HR warrants that any passwords or login details provided by the Client to allow Customers On Tap Ltd t/as Automation4HR to effect the changes within existing systems and bespoke applications will be held securely and relevant security procedures will be in place to protect such information. In the unlikely event of a breach of Customers On Tap Ltd t/as Automation4HR' security systems, the liability of Customers On Tap Ltd t/as Automation4HR will be limited to the charges paid for the Services under this agreement.

7.7 Customers On Tap Ltd t/as Automation4HR accepts no liability for an external attempt to hack any bespoke application but will provide advice for the customer on how to prevent or mitigate such an attack.

7.8 Customers On Tap Ltd t/as Automation4HR accepts no liability for any loss, damage or destruction of any of the Client's content or data due to a failure of any server. The responsibility for archiving, security and backup of any data stored via the bespoke application or server rests with the Client and the server should not be considered suitable for use as an archive by the Client. Customers On Tap Ltd t/as Automation4HR may offer secondary backups, archiving, security and back up services but these will be subject to additional costs and will be specifically detailed within the Quotation and in line with the Service Levels noted in section 3.

Section 8 - Intellectual Property Rights and Copyright

8.1 Customers On Tap Ltd t/as Automation4HR maintains copyright on all completed bespoke applications but the Client will have full rights and permission to share, edit, sell or transfer or use, the text files, images, graphics and any visual elements, video, sound bites or code, that have been given to Customers On Tap Ltd t/as Automation4HR to use in connection with the project.

8.2 Customers On Tap Ltd t/as Automation4HR will maintain copies of all the files used in connection with the project in code repositories for a minimum of five years.

8.3 The copyright to the markup, CSS files, JavaScript files, PHP files and other code that may have been used or created by us for the Client, or certain images that Customers On Tap Ltd t/as Automation4HR may have supplied to or for the Client are licensed to the Client in connection with the automation project and will be licensed solely to the domain name on which the bespoke application files reside.

8.4 As the service provider, Customers On Tap Ltd t/as Automation4HR also reserve the right to display and link to the completed project as part of our portfolio, and to write about the project on other web sites, in magazine or online articles, books, written or digital publications of any design and source. Please inform us in advance of the bespoke application going live if you DO NOT want us to add the site to our portfolio of work. Any information pertaining to an individual or that allows the identification of an individual will not be displayed.

8.5 The Client guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Customers On Tap Ltd t/as Automation4HR for inclusion in their bespoke application, or other design, are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements.

8.6 Customers On Tap Ltd t/as Automation4HR accepts no liability for any claim or suit arising from any breach of copyright; intellectual property rights infringed; any errors or omissions in any Materials; or for any loss or damage of any kind incurred as a result of the use of any Materials provided by the Client.

8.7 Customers On Tap Ltd t/as Automation4HR reserves the right to request evidence of ownership or permissions.

8.8 The Client acknowledges and agrees that we reserve the right (but have no obligation) to evaluate the Materials and data before adding them to the bespoke applications and are not liable for any omissions, errors, costs or losses as a result of the use of the material provided.

8.9 Customers On Tap Ltd t/as Automation4HR Service may do one or all of the following, at our sole discretion:

a Disclose any Materials or any communication through the Customers On Tap Ltd t/as Automation4HR Service, and the circumstances surrounding the transmission thereof, to any third party in order to operate the Customers On Tap Ltd t/as Automation4HR Service, and/or in order to
   i comply with applicable laws,
   ii respond to governmental inquiries or requests,
   iii comply with valid legal process,
   iv protect the rights, privacy, safety or property of Customers On Tap Ltd t/as Automation4HR, the site visitors or the public,
   v permit us to pursue available remedies or limit the damages that we may sustain, and/or
   vi enforce these Terms of Service.

8.10 In addition, the Client agrees to comply with all applicable laws, regulations, and ordinances as a condition of use of the Customers On Tap Ltd t/as Automation4HR Service.

8.11 In order to permit us to protect the quality of our products and services, the Client hereby consents to our employees and representatives being able to access the Client’s account and records for any reason pertaining to the provision of the requested Services.

Section 9 - Disclaimer of warranties

9.1 The Client expressly agrees that the Client’s use of the Customers On Tap Ltd t/as Automation4HR service is at the Client’s sole risk. The Customers On Tap Ltd t/as Automation4HR service is provided on an "as is" and "as available" basis.

9.2 Customers On Tap Ltd t/as Automation4HR makes no warranty that the Customers On Tap Ltd t/as Automation4HR service will meet the Client’s requirements, or that the Customers On Tap Ltd t/as Automation4HR service will be uninterrupted, timely, secure, or error free.

Section 10 - Limitation of liability

19.1 The Client expressly agrees that Customers On Tap Ltd t/as Automation4HR shall not be liable for any indirect, incidental, special or consequential damages, including, but not limited to, damages for loss of profits, use, data, or other intangibles, even if

Customers On Tap Ltd t/as Automation4HR has been advised of the possibility of such damages, resulting from:

a the use or the inability to use the Customers On Tap Ltd t/as Automation4HR service;
b the cost of procurement of substitute goods and services;
c any goods or services purchased or obtained, content received, or transactions entered into with Customers On Tap Ltd t/as Automation4HR or a third party through the use of the Customers On Tap Ltd t/as Automation4HR service;
d the inaccuracy of any information obtained from use of the Customers On Tap Ltd t/as Automation4HR service or reliance on such information; or
e the unauthorised access to the Client's account or alteration of the Client's account or data.
f the use or inability to use the Customers On Tap Ltd t/as Automation4HR service as a result or any server failures beyond the control of Customers On Tap Ltd t/as Automation4HR.
g the Client's failure to ensure that any of their goods or services offered through their bespoke application or server are compliant with any applicable laws, regulations or restrictions.

10.2 Customers On Tap Ltd t/as Automation4HR will not be held liable for any missed launch date or deadline, if the Client has been late in supplying Materials, has not given feedback promptly when requested or has not approved or signed off work on time at any time during any process that Customers On Tap Ltd t/as Automation4HR is working on.

10.3 Customers On Tap Ltd t/as Automation4HR and the Client may agree to defer a launch date or extend a deadline due to extenuating circumstances and then only with the prior agreement of both parties.

10.4 The Client accepts and agrees that, unless a specific arrangement has been made for updates to be managed by Customers On Tap Ltd t/as Automation4HR (for example, as part of a support package that has been included in the Quotation or later in writing by both parties), the Client takes full responsibility for the updates required through their bespoke application to maintain its effectiveness and integrity. Customers On Tap Ltd t/as Automation4HR accept no liability for the safety and integrity of third-party software.

10.4 The Client expressly agrees that any claim against Customers On Tap Ltd t/as Automation4HR, should it transpire that Customers On Tap Ltd t/as Automation4HR has materially failed to provide an agreed service for reasons under its control, is limited to no more than the value of the service cited in the Quotation.

Section 11 - Termination and Modification of the Customers On Tap Ltd t/as Automation4HR Service

11.1 We may also, at our sole discretion and at any time, amend or discontinue the Customers On Tap Ltd t/as Automation4HR Service, or any part thereof. Appropriate notice of amendment or termination will be provided where the notice or termination is not triggered by the failure of the Client to adhere to any of the agreed clauses within this document. Otherwise, termination may be applied from the time or date of the Clients' breach of the agreement. Any credits held on account at the point that the service is discontinued will be refunded at the discretion of Customers On Tap Ltd t/as Automation4HR.

Section 15 - Cancellation

12.1 Cancellation must be advised by email to hello@automation4hr.co.uk and will become effective within 24 hours of receipt of the email subject to the agreed cancellation period.

12.2 Data will be held for a period of twelve months after cancellation and Customers On Tap Ltd t/as Automation4HR reserve the right to delete any settings or data after this time.

12.3 Should Customers On Tap Ltd t/as Automation4HR terminate the service due to the Clients' non-compliance with the Terms of Service, no refund will be offered against any pre-paid contract and any refund offered against a deposit or staged payment of a larger project will be at Customer On Tap Ltd t/as Automation4HR's sole discretion. Customers On Tap Ltd t/as Automation4HR accept no liability for any losses, issues or damages arising from cancellation due to the Clients' non-compliance with the Terms of Service.

12.4 Should hosting services be provided as part of the contract, Customers On Tap Ltd t/as Automation4HR will arrange for the hosting responsibility to be transferred to the new provider only on receipt of any outstanding account payments due to them.

Section 13 - Jurisdiction

13.1 These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

creation of bespoke integrations

creation of bespoke APIs,

development of bespoke business portals,

7.9 The Client acknowledges that, in order to deliver services effectively, Automation4HR may make use of trusted third-party subprocessors such as hosting providers, automation platforms, or integration tools. A current list of subprocessors is available on request. Where personal data is involved, the Client is responsible for ensuring that their own privacy policy and related documentation are updated to reflect these subprocessors if required under applicable data protection laws.