**Terms of Business**

Welcome to the wonderful world of Practical Payroll! These terms of business set out the information you need to get started and details of the services we will be completing on your behalf.

We are bound by ICAEW’s Code of Ethics and accept instructions to act for you on the basis that we will act in accordance with these ethical guidelines. Wherever we can, we raise the bar beyond these guidelines to make sure we are giving you the best service on the market.

Where we provide services to you on a white label basis you are the customer but the services that we provide to you are carried out for the benefit of your clients with us acting on behalf of you in accordance with the terms and conditions set out here. This means that references to ‘you’ and ‘your’ in relation to the payroll services provided should be read as ‘your client’.

Kyran Ward has overall responsibility for the services we provide to you we will let you know who is responsible for your day to day services in your proposal documentation.

**Our Services to you**

**RESPONSIBILITIES AND SCOPE FOR PAYROLL SERVICES**

1. Recurring compliance work
   1. We will prepare your UK payroll for each payroll period to meet UK employment tax requirements, specifically:
      1. calculating the pay as you earn (PAYE) income tax deductions, including at the Scottish and Welsh rates of income tax, if applicable;
      2. calculating the employees’ national insurance contributions (NIC) deductions;
      3. calculating the employer’s NIC liabilities;
      4. calculating statutory payments, for example, statutory sick pay and/or statutory maternity pay;
      5. calculating reclaims of statutory payments, for example, maternity payments
      6. calculating employee and employer pension contributions for employees who are members of workplace pension schemes (including those who are auto-enrolled) on the basis of the information that you provide to us;
      7. processing any employee and employer pension contribution refunds through the payroll on the basis of the information that you provide to us;
      8. calculating other statutory and non-statutory deductions including employment allowance, apprenticeship levy; and
      9. submitting information online to HMRC under Real Time Information (RTI) for PAYE.
   2. Ancillary payroll services
      1. Before the time of payment through the payroll or due date, we will prepare and send to you the following documents for delivering information to HMRC:
         1. payroll summary report showing the reconciliation from gross to net for each employee and all relevant payroll totals;
         2. the data included within each Full Payment Submission (FPS) for taxable pay and payrolled benefits-in-kind and expenses for each employee;
         3. a payslip for each employee;
         4. a form P45 for each leaver;
         5. a report showing your PAYE and NIC liability, student loan repayments , apprenticeship levy and due date for payment; and
         6. a workplace pension contributions report showing:
            1. any employee and employer pension contributions payable in respect of each employee to the respective workplace pension scheme(s) of which they are members and the due date(s) for payment;
            2. any employee pension contribution refunds payable to any employee; and
            3. any employer pension contribution refunds due to you for any employee who has ceased membership of the scheme(s).

* + 1. We will submit FPS online to HMRC after the data to be included in it has been approved by you or on the basis of the data provided by you (as appropriate). (FPS must normally reach HMRC on or before the contractual payday, ie, the date that employees are entitled to be paid) but we will file it for you on, or before, the actual day that monies change hands if you have made us aware of that date in order to be compliant with PAYE regulations. You must ensure the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities set out below.
    2. For each tax month we will prepare, if appropriate, an Employer Payment Summary (EPS) from the information and explanations that you provide to us. (Examples of EPS data include statutory payments, employment allowance, construction industry scheme deductions, apprenticeship levy allowance allocated to that PAYE scheme and apprenticeship levy payable to date and confirmation that no payments were, or will be, made to employees during that tax month or for future tax months.)
    3. We will submit the EPS online to HMRC after the data to be included therein has been approved by you or on the basis of the data provided by you (as appropriate). (The EPS must reach HMRC by the 19th day of the month following the tax month to which it relates.) You must ensure that the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities set out below.
    4. At the end of the tax year we will:
       1. prepare the final FPS (or EPS) and submit this to HMRC after the data to be included in it has been approved or on the basis of the data provided by you (as appropriate). (The due date for submitting final FPS is on or before the last actual payday of the tax year (however as made clear above we will still need to know the contractual pay day too as that is held within the FPS), failing which, the final EPS for the year must reach HMRC by 19 April following the end of the tax year.) You must ensure that the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities set out below;
       2. prepare and send to you Form P60 for each employee on the payroll at the year-end so you can give them to your employees by the statutory due date of 31 May following the end of the tax year;
       3. prepare and send to you a statement for every employee for whom benefits-in-kind have been payrolled identifying every benefit provided to each employee during the tax year and the cash equivalent of each benefit treated as PAYE income so you can give them to employees by the statutory due date of 31 May following the end of the tax year;
       4. give you details of the Class 1A NIC on payrolled benefits-in-kind which will need to be accounted for on form P11D(b) and the due date for payment;
       5. give you details of the Class 1A NIC on expenses accounted for in the payroll which will need to be accounted for on form P11D(b) and the due date for payment;
       6. give you the figures that need to be included on forms P11D to account for income tax in respect of expenses for which Class 1 NIC has been accounted for in the payroll.
    5. We will deal with any online secure messages sent to us by HMRC in respect of your payroll, for example, code number notifications, student loan repayment notices. Any generic notification notices that you receive in your PAYE online account should be forwarded to us for action.
    6. We will submit national insurance number (NINO) verification requests as appropriate to verify or obtain a NINO for a new employee.
    7. Any enquiries from individual employees regarding their pay or other payroll details will be referred back to our contact named in clause 1.5.4 below.
  1. Excluded, ad hoc and advisory work
     1. The scope of our services provided to you will be only as set out above, and all other services which we may offer are excluded. If you instruct us to do so, we will provide such other taxation, ad hoc and advisory services as may be agreed between us from time to time. These may be the subject of a separate proposal at our option. Where appropriate, we will agree with you a separate fee for any such work you instruct us to undertake. Examples of such work that you may wish to instruct us to undertake include:
        1. work in connection with employee workplace pension schemes other than that detailed above including helping with setting up and administering workplace pension schemes, including referring you to appropriate specialists where necessary;
        2. agreeing with you which employer-provided benefits-in-kind will be processed through the payroll and for which employees, processing through the payroll cash equivalent notional amounts on employee benefits-in-kind, notifying HMRC of in-year changes, advising you on the payment of associated Class 1A NIC, preparing and submitting return P11D(b) and notifications to employees;
        3. preparing and submitting returns P11D and P11D(b) for employee benefits-in-kind and expenses and advising on the payment of associated Class 1A NIC (such work, if undertaken, will be covered in a separate schedule of services);
        4. dealing with any compliance check or enquiry by HMRC into the payroll data submitted and corresponding with HMRC as necessary;
        5. preparing and submitting any amended returns or data for previous tax years;
        6. assisting you in the operation of the Construction Industry Scheme (CIS) for subcontractors;
        7. conducting PAYE, and benefits and expenses health checks;
        8. helping you to allocate apprenticeship levy allowance across your different PAYE schemes/group companies/connected charities; and
        9. advising on ad hoc transactions, for example, termination payments to employees.
     2. If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.
  2. Changes in the law, in practice or in public policy
     1. We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law, practice, public policy or in your circumstances.
     2. We do not accept liability for losses arising from changes in the law (or the interpretation thereof), practice or public policy that are first published after the date on which the advice is given.
     3. These terms of business do not cover the situation where there are emergency changes to the law, for example, the furlough scheme that was introduced during the Covid-19 pandemic. This would amount to a force majeure the procedure for which is set out below.
  3. Your responsibilities
     1. Even though you are engaging us to help you meet your payroll obligations, you are legally responsible for:
        1. ensuring that the data in your payroll submissions is correct and complete;
        2. complying with auto-enrolment obligations;
        3. making any submissions by the due date; and
        4. paying tax and NIC on time.

Failure to do any of the above may lead to penalties and/or interest.

* + 1. Employers cannot delegate these legal responsibilities to others. You agree to check that submissions that we have prepared for you on the basis of information provided by you are correct and complete before approving them.
    2. You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.
    3. We will communicate with your appointed key contact in relation to the company’s payroll services, having agreed with you that he or she will represent the company.
    4. To enable us to carry out our work, you agree:
       1. that all information required to be delivered online is submitted on the basis of full disclosure;
       2. to provide full information necessary for dealing with your payroll affairs and workplace pension scheme contributions and refunds. We will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
       3. to agree with us the name(s) of the person(s) authorised by you to notify us of changes in employees and in rates of pay and other information relevant to the services provided under this schedule; we will process the changes only if notified by that/those individual(s);
       4. to advise us in writing of changes of payroll pay dates;
       5. to notify us at least 3 working days or such other period as agreed with us before the payroll pay date of all transactions or events which may need to be reflected in the payroll for the period, including details of:
          1. all new employees (including full names, address, date of birth, gender, national insurance number, their start date and starter form) and details of their remuneration package including benefits-in-kind to be payrolled;
          2. for employees whose benefits-in-kind are being payrolled, their names, the identity of the benefits-in-kind, and the cash equivalent amounts to be included in payroll;
          3. for employees who are active pension scheme members, name of pension scheme, pensionable pay, employee and employer contribution rates, dates from/to which contributions and qualifying earnings payable;
          4. names and dates of birth of all apprentices aged under 25;
          5. names and dates of birth of all employees aged under 21;
          6. all changes to remuneration packages including benefits-in-kind to be payrolled;
          7. employee expenses which need to be included in payroll to account for either income tax or Class 1 NIC or both;
          8. expenses for each employee if the expense is to be reimbursed gross through payroll as an addition to net pay;
          9. information necessary to enable us to calculate statutory payments, ie, statutory sick pay, statutory maternity pay, statutory adoption pay, statutory paternity pay, statutory shared parental pay, statutory parental bereavement pay;
          10. irregular and/or ad hoc payments and the dates to be paid; and
          11. all leavers, their annual salary before any salary sacrifices, how often paid, unworked notice period, contractual payment in lieu of notice (PILON), date of termination of employment, age, number of years’ service, the last payment prior to termination and when paid, and the components parts of the termination package, including statutory redundancy pay, compensation for loss of office, any bonus payable on termination and any payments made after the leaving date.
       6. to notify us within 3 working days or such other period as agreed with us of your receiving or becoming aware of any opt-out notices or any other requests to cease membership of a scheme, so that we can cease to calculate any relevant pension contributions and process any required refunds;
       7. to register with HMRC in advance of the tax year, to notify which benefits-in-kind are to be payrolled for which employees (as agents, we cannot do this);
       8. to keep us informed of changes in circumstances that could affect the payroll; if you are unsure whether a change is material, please tell us so we can assess its significance;
       9. to authorise us to approach such third parties as may be appropriate, for information that we consider necessary to deal with your payroll; and
       10. to approve:
           1. in-year and final FPS on contractual pay dates or when the information has been received by us so that they can be submitted on or before payday, or as agreed with us;
           2. in-year and final EPS on the submission date or when the information has been received by us which should be at least 3 days before the 19th of the month following the tax month;
           3. revised year to date FPS for an earlier year/earlier year updates (EYU) within 5 working days of notifying you of the data therein.
    5. If we do not hear from you by the above deadlines, subject to any other agreement between us, we will take your silence as your approval for us to submit the return.
    6. If the information required to complete the payroll services set out above is received later than the dates specified above or agreed with us, we will still endeavour to process the payroll and returns to meet the filing deadlines; but we will not be liable for any costs or other losses arising if the payroll is late or the returns are filed late in these circumstances. We may charge an additional fee subject to a minimum of 50% of the period’s basic fee for work carried out in a shorter time period.
    7. If you require us to make a correction after the FPS or EPS has been submitted, you will let us know as soon as possible and, ideally, before the next payroll run. This will be subject to a separate fee which we will communicate to you and will be a minimum of 50% of the period’s basic fee.
    8. HMRC will send you an agent authorisation code which expires within 30 days of issue. Please send this to us as soon as you receive it. This code will enable us to register as your agent with HMRC. This authorises HMRC to communicate with us as your agent, although they consider that you should still take ‘reasonable care’ over your tax affairs.
    9. You will forward to us any communications received from HMRC, in sufficient time to enable us to deal with them as may be necessary within the requisite time limits. Although HMRC has the authority to communicate with us when form 64-8 has been submitted, it is essential that you let us have copies of any correspondence received, because HMRC are not obliged to send us copies of communications issued to you and, in most cases, will not do so. You should also keep a note of any telephone communication you have with HMRC’s tax credits helpline or DWP’s universal credits helpline, including the date and time of the call, and the name of the helpline operator.

SCOPE OF SERVICES

* 1. Your proposal lists the work which you have instructed us to carry out. This states your and our responsibilities in relation to the work to be carried out. Only the services which are set out in your proposal are included within the scope of our instructions. If there are other services that you wish us to carry out which are not listed in your proposal, please let us know and we will discuss with you whether they can be included in the scope of our work. If we agree to carry out additional services for you, we will provide you with a new proposal.
  2. Your proposal should be read in conjunction with these terms and conditions. The estimated fees quoted within the proposal pack, excluding VAT, are for the first year only.
  3. The fees in your proposal are estimated based on the information you have provided to us and scope of work agreed between us. Should these requirements not be met we reserve the right to notify you of a revised figure or range and seek your agreement to the change.

LIMITATION OF LIABILITY

* 1. We will provide services as outlined in these terms and conditions with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities if you or others supply incorrect or incomplete information, or fail to supply any appropriate information or if you fail to act on our advice or respond promptly to communications from us or the tax authorities.
  2. You will not hold our directors and staff responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied by us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services we provide to you against any of our directors or employees personally.
  3. Unless there is a legal or regulatory requirement to do so, our work is not to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.
  4. We have discussed with you the extent of our liability to you in respect of the professional services described in your proposal. Having considered both your circumstances and our own, we have reached a mutual agreement that twice the annual fees that you pay to us represents a fair maximum limit to our liability.
  5. In reaching this agreement it is also agreed that:
     1. in the event of any claim for loss or damage arising from our professional services, you have agreed that the sum of £50,000 represents the maximum total liability to you in respect of the firm, its directors and staff, this maximum total liability applies to any and all claims made on any basis and therefore includes any claims in respect of breaches of contract, tort (including negligence) or otherwise in respect of the professional services and shall also include interest;
     2. we confirm that the limit in respect of our total aggregate liability will not apply to any acts, omissions or representations that are in any way criminal, dishonest or fraudulent on the part of the firm, its directors or employees or any other liabilities that cannot be lawfully limited or excluded;
     3. we shall not be liable for indirect or consequential loss and/or loss of profits;
     4. nothing in this clause shall limit our liability for death or personal injury resulting from our negligence.

1. Data Protection

We are committed to ensuring the protection of the privacy and security of any personal data which we process by entering in to this agreement with us you confirm that you have read and understand the following clauses and our privacy notice.

* 1. In this clause the following definitions shall apply:
     1. ‘client personal data’ means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our proposal with you;
     2. ‘data protection legislation’ means all applicable privacy and data protection legislation and regulations including PECR, the UK GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time.
     3. ‘controller’, ‘data subject’, ‘personal data’, and ‘process’ shall have the meanings given to them in the data protection legislation;
     4. ‘UK GDPR’ means the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 which merge the previous requirements of the Data Protection Act with the requirements of the General Data Protection Regulation ((EU) 2016/679); and
     5. ‘PECR’ means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).
  2. We shall each be considered an independent data controller in relation to the client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.
  3. You shall only disclose client personal data to us where:
     1. you have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our privacy notice available at www.bothamaccounting.co.uk for this purpose);
     2. you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject’s consent; and
     3. you have complied with the necessary requirements under the data protection legislation to enable you to do so.
  4. Should you require any further details regarding our treatment of personal data, please contact our data protection officer.
  5. We shall only process the client personal data:
     1. in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
     2. in order to comply with our legal or regulatory obligations; and
     3. where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects’ own privacy rights. Our privacy notice on www.practicalpayroll.co.uk contains further details as to how we may process client personal data.
  6. For the purpose of providing our services to you, we may disclose the client personal data to members of our company’s network, our regulatory bodies or other third parties (for example, our professional advisers or service providers). The third parties to whom we disclose such personal data may be located outside of the United Kingdom. We will only disclose client personal data to a third party (including a third party outside of the UK) provided that the transfer is undertaken in compliance with the data protection legislation.
  7. We may disclose the client personal data to other third parties in the context of a possible sale, merger, restructuring or financing of or investment in our business. In this event we will take appropriate measures to ensure that the security of the client personal data continues to be ensured in accordance with data protection legislation. If a change happens to our business, then the new owners may use our client personal data in the same way as set out in these terms.
  8. We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.
  9. In respect of the client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:
     1. we receive a request, from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or a complaint or any adverse correspondence in respect of our processing of their personal data;
     2. we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from the Information Commissioner’s Office or any other supervisory authority ); or
     3. we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client personal data.
  10. Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with these terms of business in relation to those services.

1. Period of engagement

This engagement will start on the date set out in your proposal with all payroll services transferred to Practical Payroll Limited.

We will not be responsible for matters arising in respect of earlier years. Subject to agreeing the scope and fees with you we may agree to assist in the resolution of matters arising from earlier periods.

These terms and conditions supersedes any previous engagement letters or terms of business for the period covered. Once agreed, these terms and conditions will remain effective until they are replaced. You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty. Notice of variation or termination must be given in writing.

1. Confirmation of your agreement

These terms of business together with the proposal sent to you constitute the entire contract between us and any proposed variations or termination must be given in writing.

The terms set out in these terms and conditions shall take effect immediately unless we hear from you to the contrary within 14 days of you giving us instruction to act on your behalf. You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty.

If your proposal together with these terms of business are not in accordance with your understanding of our terms of appointment, please let us know.

1. Applicable law
   1. Our proposal and these standard terms and conditions of business are governed by, and should be construed in accordance with English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these terms and conditions and any matter arising from them on any basis. Each party irrevocably waives any right to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.
   2. We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or in your circumstances. We will not accept liability for losses arising from changes in the law, or the interpretation of it, that occur after the date on which the advice is given.
2. Client identification
   1. As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.
   2. If you undertake business that requires you to be supervised by an appropriate supervisory authority to follow anti-money laundering regulations including if you accept or make a high value cash payments of £10,000 or more (or equivalent in any currency) in exchange for goods you should inform us.
   3. Any personal data received from you to comply with our obligations under The Money Laundering, Terrorist Financing and Transfer for Funds (Information on the Payer) Regulations 2017 (MLR 2017) will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.
3. Clients’ money
   1. We may, from time to time, hold money on your behalf. The money will be held in trust in a client bank account, which is segregated from the firm’s funds. The account will be operated, and all funds dealt with, in accordance with ICAEW’s Clients’ Money Regulations.
   2. All client monies will be held in an interest-bearing account. To avoid excessive administration, interest will only be paid to you if the amount earned on the balances held on your behalf in any calendar year exceeds £25.00. If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, we will put the money in a designated interest-bearing client bank account and pay the interest to you. Subject to any tax legislation, interest will be paid gross.
   3. We will return monies held on your behalf promptly, as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed, and the client to which they relate has remained untraced for five years, or we as a firm cease to practise, we may pay those monies to a registered charity.
4. Commissions or other benefits
   1. In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you.
   2. If this happens, we will notify you in writing within 10 business days of the amount and terms of payment and receipt of any such commissions or benefits. The same will apply if the payment is made to, or the transactions are arranged by one of our associates. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits. You agree that we or our associates, can retain the commission or other benefits without being liable to account to you for any such amounts.
   3. If abnormally large commissions are received which were not envisaged when the proposal was agreed by you, we will obtain specific consent to the retention of those commissions.
5. Disengagement
   1. If we resign or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.
6. Electronic and other communication
   1. Unless you instruct us otherwise, we may, if appropriate, communicate with you and with third parties by email or other electronic means. The recipient is responsible for virus checking emails and any attachments.
   2. With electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted in emails or by electronic storage devices. Nevertheless, electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses or for communications which are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks, please let us know and we will communicate by paper mail, other than when electronic submission is mandatory.
   3. Any communication by us with you sent through the postal system is deemed to arrive at your postal address two working days after the day the document was sent.
7. Fees and payment terms
   1. Our fees depend, not only upon the time spent on your affairs, but also on the level of skill and responsibility, the importance and value of the advice we provide and the level of risk.
   2. Usually we will provide you with charges for our services which are set out in our proposal for the work which forms the subject matter of the proposal. Otherwise, our fees will be calculated on the basis of the hours worked by each member of staff necessarily engaged on your affairs, multiplied by their charge-out rate per hour, plus VAT.
   3. Where we indicate a fixed fee for the provision of specific services or indicative range of fees for particular services that quote will be available for acceptance within 30 days and cover the time period set out in it. It is not our practice to identify fees for more than a year ahead. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.
   4. We will bill monthly and our invoices will be due for payment upon presentation and must be paid by monthly direct debit. Periodically we will adjust the monthly payment by reference to actual billings. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf, and expenses incurred in the course of carrying out our work for you, will be added to our invoices where appropriate.
   5. Where a direct debit is unpaid or otherwise returned to us unpaid we will levy an administration charge of £50 per unpaid event to cover the costs of collecting the payment from you in addition to interest set out at below.
   6. We reserve the right to charge interest on late paid invoices at the rate of 8% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you, having given written notice, if payment of any fees is unduly delayed. We intend to exercise these rights only if it is fair and reasonable to do so.
   7. If you do not accept that an invoiced fee is fair and reasonable, you must notify us within 21 days of receipt, failing which, you will be deemed to have accepted that payment is due.
   8. If a client company, trust or other entity is unable or unwilling to settle our fees, we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client, and we shall be entitled to enforce any sums due against the group company or individual nominated to act for you.
8. Help us to give you the best service
   1. We are committed to providing you with a high quality service that is both efficient and effective. If, at any point you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting Kyran Ward. Email: [kw@practicalpayroll.co.uk](mailto:kw@practicalpayroll.co.uk) or phone: 0333 3073 010
   2. We will consider carefully any complaint you may make about our service as soon as we receive it and do all we can to explain the position to you. We will acknowledge your letter within five business days of its receipt and endeavour to deal with your complaint within eight weeks.
   3. If we do not answer your complaint to your satisfaction, you may, of course, take up the matter with our professional body, ICAEW.
9. Intellectual property rights and use of our name
   1. We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise.
   2. You are not permitted to use our name in any statement or document you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that, in accordance with applicable law, are to be made public.
10. Non Solicitation of our staff

You (and your subsidiary and associated companies and persons) acknowledge that there is significant cost and training required to equip each member of our team with the necessary skills and knowledge to provide the services we provide to you.  You further acknowledge that recruitment of experienced team members often requires the payment of significant sums to recruitment consultants.  You (or any person connected with you) shall not, without our prior written consent, at any time from the date of this letter to the expiry of 12 months after the termination or expiry of our engagement, solicit or entice away from us or employ or attempt to employ any person who is, or has been, engaged by us as an employee or contractor of ours in the provision of services to you (“Restricted Person”).  If you commit any breach of this non solicitation obligation, you shall, on demand, pay to us a sum equal to 130% of the total cost of the remuneration package or the equivalent fees paid by us in the 12 month period (or equivalent) ending on the date of such breach to such Restricted Person.

1. Interpretation

If any provision of our proposal or terms of business is held to be void, that provision will be deemed not to form part of this contract. In the event of any conflict between these terms of business and the proposal, the relevant provision in the proposal will take precedence.

1. Lien

Insofar as we are permitted to so by law or by professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

1. Limitation of third party rights

The advice and information we provide to you as part of our service is for your sole use, and not for any third party to whom you may communicate it, unless we have expressly agreed in the proposal that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the proposal is not addressed, for any advice, information or material produced as part of our work for you which you make available to them. A party to this agreement is the only person who has the right to enforce any of its terms, and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

1. Period of engagement and termination
   1. Unless otherwise agreed, our work will begin when we receive implicit or explicit acceptance of your agreement to our proposal. Except as stated in that proposal, we will not be responsible for periods before that date.
   2. This agreement shall automatically renew for a subsequent period of the same length as the initial term set out in the proposal unless you give us written notice of termination at least 90 days prior to expiration of the current term.
   3. We may terminate our agreement by giving you not less than 90 days’ notice in writing except if you fail to cooperate with us or we have reason to believe that you have provided us, or HMRC, with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us before termination.
   4. We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditors; an independence issue or change in the law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so.
   5. In the event of termination of our contract, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we will not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.
2. Professional rules and statutory obligations

We will observe and act in accordance with the Bye-laws, regulations and Code of Ethics of ICAEW and will accept instructions to act for you on this basis. In particular you give us the authority to correct errors made by HMRC if we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements in our offices. The requirements are also available online at [icaew.com/en/membership/regulations-standards-and-guidance](http://www.icaew.com/en/membership/regulations-standards-and-guidance).

1. Quality control
   1. As part of our ongoing commitment to provide a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced professionals and are bound by the same rules of confidentiality as our directors and staff.
   2. When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about ‘Your Charter’ for your dealings with HMRC, visit [www.gov.uk/government/publications/your-charter](http://www.gov.uk/government/publications/your-charter). To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.
2. Reliance on advice

We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example, during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing. Advice is valid as at the date it was given.

1. Retention of papers
   1. You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial affairs. We will return any original documents to you if requested.
   2. Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are more than seven years old, except documents we think may be of continuing significance. You must tell us if you wish us to keep any document for any longer period.
2. The Provision of Services Regulations 2009

Our professional indemnity insurer is QBE Insurance Group Ltd, of 88 Leadenhall Street, London, EC3A 3BP. The territorial coverage is worldwide, excluding professional business carried out from an office in the United States of America or Canada, and excludes any action for a claim brought in any court in the United States or Canada.

1. Timing of our services

If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time to meet any regulatory deadlines. However, failure to complete our services before any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.

1. force majeure
   1. Neither Party will be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes (which causes are referred to as “Force Majeure”), to the extent that the event is beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the Covid-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalised lack of availability of raw materials or energy.
   2. For the avoidance of doubt, Force Majeure shall not include:
      1. financial distress nor the inability of either party to make a profit or avoid a financial loss;
      2. changes in market prices or conditions; or
      3. a party's financial inability to perform its obligations under this agreement.