

**CLIENT NAME**

**OUR REF:**

**ADDRESS**

**DATE:**

**CONTACT NAME**

**TELEPHONE NUMBER:**

**FAX NUMBER:**

The Company is in the business of the provision of payroll services and the Client wishes to retain the Company to provide payroll services upon the terms set out in this contract.

The Client appoints the Company to provide the Services for the Term in return for the payments.

This agreement commences on the date that the Customer signs below and shall continue for a minimum term of three months. Either party may terminate this agreement by giving to the other not less than three months prior notice in writing.

In consideration of the Services to be rendered by the Company under this Agreement, the Client agrees to provide all necessary information and documents to enable the Company to supply the services; to make payment to the Company on receipt of the Company's invoice by direct debit on the 20<sup>th</sup> of the month following the invoice date.

The Client acknowledges that this Agreement contains the whole agreement between the parties and it has not relied upon any oral or written representations made to it by the firm or its employees or agents.

Each of the parties shall give notice to the other of a change of address or telephone, fax or similar number as soon as practicable and in any event within 48 hours of such change.

Any notice served on either or the parties by the other shall be sent by prepaid recorded delivery and shall be deemed to have been received by the addressee within 72 hours of posting.

In the event of this agreement being terminated, the client shall immediately pay to the Company all arrears of payment and any other sums due under the terms of this agreement up to the date of termination

In return the Company agrees to provide the Services at such intervals to suit the Client's procedures for the payment of salaries to its employees; provide payslips and standard payroll reports as required by the Client; completion of PAYE financial returns to the Inland Revenue.

The Company agrees to not at any time divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client unless authorised to do so by the client in writing.

The Company agrees to carry out the Client's instructions and in the absence of any such instructions in relation to any particular matter to act in such manner as the Company ought reasonably to have considered to be most beneficial to the Client.

The Client agrees to provide the Company with the relevant information necessary to calculate the wages and salaries due to the client's employees at least five working days prior to the day the payroll is required. The Company reserves the right to charge a penalty should the late production of such information require the bureau to process the payroll the same day it is received.

The Company agrees to return the completed payroll to the Client at least two working days prior to the day the payroll is required.

The Company provides a BACS Bureau service for which the attached conditions form part of this contract.

The scale of charges agreed may be varied by the Company from time to time provided that the Company shall give to the Client three months notice in writing in advance of any increase in the prevailing scale.

This whole Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreement is cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the parties.

Current Scale of Charges:	
<input type="text" value="£"/>	per payslip OR
<input type="text" value="£"/>	per month (minimum fee)
<input type="text" value="£"/>	Initial set up fee per person
<input type="text" value="£"/>	Minimum fee per rerun of payroll

Signed for and on behalf of Pro-Pay Ltd:	Signed for and on behalf of the Client:
Date:	Date:

## **BACS BUREAU SERVICE**

The bureau will undertake the preparation of the client's payroll in a form that complies with the client's statutory obligations.

The bureau will calculate net wages and salaries payable, after appropriate deductions, based upon information supplied to the bureau by the client and in accordance with the statutory tax and national insurance rates appropriate at the time. The bureau will arrange for the payment of wages and salaries to the client's employees using BACS.

The client will advise the bureau of any changes to "Payroll Processing Dates" at least one month in advance of such dates.

Should the bureau's payroll operations be disrupted for any reason, the bureau will provide the client with as full a service as possible.

The bureau will advise the client should its payroll operations be disrupted to such an extent that there is likely to be an adverse effect to the service provided to the client. Should the client experience problems in contacting the bureau, communications should be redirected to the bureau's contingency site at Ashdown House, 2 Eversfield Road, Eastbourne, East Sussex. BN21 2AS. Telephone number 01323 41222, Fax Number 01323 41112.

The client will provide the bureau with details of employee bank accounts, (namely bank name, address, sorting code, account number and account name) and ensure that the bureau is advised of any changes to these details.

On or before the "Payroll Processing Date", the client will deliver the information necessary to calculate the wages and salaries due to the client's employees to the bureau at the above address, eg hours worked, changes to rates of pay, bank details, tax codes, workforce.

The bureau will produce payslips in a format agreed with the client. The bureau will arrange for payslips and a payroll summary report, to be delivered to the client at the above address, at least two working days prior to the BACS "Input Day"

The client will check the payroll summary report on the day of receipt and ensure that the Processing Date, and the client's bank details are correct. The client will verify that the information contained on the payroll summary reports is in accordance with the information supplied to the bureau to calculate the wages and salaries due to the client's employees.

The client will check the payroll summary report to ensure that:

- The number of transactions equate to the number of the client's employees
- The total value of payments is in line with the clients' normal wages and salaries for the period involved
- That the total value of payments does not exceed the limit negotiated with the client's BACS Sponsor
- No single payment is exceptional, after taking account of overtime and special payments or bonuses
- No more than one payment is destined for the same account except where more than one employee shares a joint account

The client will inform the bureau of any errors identified on payroll summary reports no later than 12 noon on the day of receipt. If no errors are identified, the client will sign and return the BACS submission authority no later than 3pm on Input Day.

The client will arrange the cancellation of individual payments by contacting their BACS sponsor. If it is necessary to withdraw the whole BACS file, the client will contact the bureau before 3pm on Input Day

The BACS Input Report provides details of the payments that have been sent electronically by BACS on behalf of the client. The client must check to ensure that a BACS Input Report is received on the morning of Processing Day. If the BACS Input Report is not received, the client must contact their BACS sponsor before 11am on Processing Day for verification of the BACS transmission.

The client will check the BACS Input Report to:

- Ensure the User Number and Name in the main heading block on Page 1 of the report reflect the client's registration with BACS
- Ensure that both the number and value of payments agree with the payroll summary report forwarded to the client by the bureau

- Ascertain details of any rejected or adjusted records

The client is responsible for dealing with any rejected or adjusted records identified in the BACS Input Report. The client must immediately advise their BACS Sponsor, and the bureau of any errors identified on the BACS Input Report

DEFINITIONS

**Payroll Processing Date:** At least 4 working days BEFORE BACS Input Day

**BACS:** BACS Limited

**BACS Sponsor:** The Bank or Building Society sponsoring the client to use BACS

**BACS Processing Cycle:**

Day 1: Input Day (the last day when the file may be received by BACS)

Day 2: Processing Day

Day 3: Debit/Credit Day (the day when items should reach their destination)