<enter date here>

**Letter of Engagement for Payroll Services**

**Introduction**

 It is both a requirement of the law relating to the provision of services and also good professional practice to set out clearly in writing the terms and conditions upon which we provide you with professional services.

 This letter of engagement complies with this requirement. We would request that you carefully read through this letter to ensure there is no misunderstanding between us. If you agree to the terms and conditions set out, then please sign and return the spare copy to us. If there is any point upon which you require clarification, then please contact us. If, within four weeks, we have not heard from you or received back the signed copy, we will assume that you are in agreement with the contents of this letter.

 **Services to be provided by us.**

 **Part 1**

 We agree to :-

 Maintain your payroll and prepare wage slips, payment advices and annual returns from the information supplied by yourself. This is subject to your having supplied us with all information relevant to your payroll as and when requested by us, and in particular to your letting us have details of all employees, pay rates, hours worked etc at least 48 hours before the time of intended payment.

 It should be noted that we can only prepare and maintain your payroll on the basis of information supplied by yourself, or third parties acting on your authority, and can accept no responsibility for any errors in such information supplied or delays in supplying such information to us.

 This service excludes any investigation or payroll audit into your affairs by the Inland Revenue, or the NIC authorities, and also excludes enquiries , (except enquiries of a minor or routine nature) raised upon any returns prepared by which would be the subject of a separate letter of engagement.

In particular, this service includes :-

(i) preparing and submitting to you payslips for each pay day, and advices to you of the amounts to be paid to the Inland Revenue or other authorities, on the basis of information provided to us by yourself.

(ii) preparing and submitting to you for signature the annual P35 return and supplying you with P14s/ P60s for each employee.

(iii) preparing P11d forms for each relevant employee and submitting them to you. *( The fee for this service, if applicable , will be agreed with each client)*

**Part 2**

For your part ,you agree :-

(1) To comply with any conditions set out in Part 1

 (2)To supply us with all information in relation to your affairs that we may reasonably require, or that is relevant to your affairs, promptly and in good order.

(3) That notwithstanding our obligation under this letter of engagement to prepare documents, etc, you ( and you alone) are responsible for the accuracy and completeness of your records all liabilities, howsoever arising, as a result of errors, inaccuracies, omissions, commissions or a lack of clarity in your records, insofar as they attach to us, are excluded, unless it can be proved that we had specific written notice of the inaccuracy or incompleteness of your records.

(4) To follow our advice in relation to the nature of your payroll records.

(5) To fully comply with the PAYE Regulations in all matters including, in particular, the requirement to retain all your records, personal and business for a period of (usually) six years after the end of the tax year involved. More precise details of the requirements are available upon request.

(6) That nothing in this letter makes us directly or indirectly responsible for the payment of any taxes. You agree that you remain fully responsible for the payment of all taxes relating to your affairs. You also agree that no payment should be made to the Inland Revenue in respect of Income Tax or NIC, without first having received written advice from ourselves that the sums demanded are correct. You also agree that any tax demands should be forwarded to us as soon as possible for checking, in order to minimise the risk of either interest or penalties.

(7) That you will supply us immediately upon receipt by you with copies of any documents or notices served upon you by the Inland Revenue

 **Part 3**

**Non Compliance**

(1) If at any time you have not fully complied with our advice in relation to your records or

(2) You have not supplied us with the necessary information to deal with your affairs within any statutory time limits (and the time limits set out in this letter of engagement shall be of the essence for the purposes of complying with statutory time limits) or

(3) You have in any other way by omission or commission made it impracticable for us to comply with our obligations under this letter of engagement, then, provided that your standing order payments are not in arrears, or that any other amounts due to us have been paid in full, we agree to do whatever we can to assist in rectifying the situation, but subject to our reserving the right to make a specific charge on a basis to be agreed before any additional work is undertaken.

(4) We must emphasise the severity of the current rules with regard to interest and penalties that can be applied by the Inland Revenue , both in relation to late payment of tax and late submission of returns. The deadlines set out by law are critical - not even one days grace is allowed. Penalties and interest can also arise where you have supplied us with incomplete or inaccurate information upon which we have relied in making estimates of your liabilities in order to agree payments on account with the Inland Revenue.

 **Part 4**

 **Other work**

 Any work of whatsoever description not included in this letter of engagement , including advice on employment law and drafting contracts of employment shall be the subject of a separate agreement ,and this letter shall be taken to be a full and inclusive statement of the matters referred to.

 We will be pleased at any time to advise you on any business or taxation matters which you care to refer to us.

 **Part 5**

 **Personnel**

 Taxation work will normally be undertaken by Payrolls Direct

 **Part 6**

**Fees**

 Our fees are payable by you immediately upon an account being rendered, which will normally be rendered monthly, unless budget account arrangements have been agreed between us. We have agreed that the fees payable under this agreement shall be <enter amount>.

 **Part 7 Retention and destruction of books and papers**

 If you cease to be a client and if we still hold any books and papers that are your property, then at the expiry of six years from your ceasing to be a client, we will write to your last known address inviting you to collect such books and records. If such books and records are not collected we will, under the terms of this letter of engagement, be at liberty to destroy any such books and papers upon the seventh anniversary of your ceasing to be a client.

 If at any time while you remain a client , we still hold any books and papers that are your property where the last entry therein was made no later than six years earlier, then we will write to your last known address inviting you to collect such books and records. If such books and records are not collected we will, under the terms of this letter of engagement, be at liberty to destroy any such books and papers upon the seventh anniversary of the last entry therein.

 All files and records which are the property of ourselves will be retained in accordance with our formal file destruction policy which is available for inspection upon request

 We apologise for the length and complexity of this letter ,but there is little point in skimping on a letter which we hope will be the foundations upon which a long and mutually rewarding business relationship will be built

Yours sincerely

 <insert name>
Payrolls Direct