**Payrolls Direct Service Agreement**

Name of Business: Date:

Address of Business:

Term of Contract: Start Date: End Date:

**1. Interpretation**1.1 In this Agreement the following definitions will apply (unless the context other requires):
"Business" means the client named as the business at the top of this agreement, beside Name of Business;
"Payroll Services" means Payroll Services described in Clause 4, and in the schedule, and such other related services as the parties may agree in writing from time to time;
"Confidential Information"means any and all information, data and material of a technical or business nature or relating in any way to the business, products, services, clients, staff, contractors and personnel of the Business which Payrolls Direct may receive or obtain in connection with the operation of this Agreement or otherwise and which is expressly identified as confidential or which ought reasonably to be regarded as confidential;
"Fees" means the fees payable for the Services as set out in Clause 2 (or such other fees as the parties may agree in writing from time to time);
"Force Majeure Event" means any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to Payrolls Direct;
"Intellectual Property" means patents, trademarks, service marks, trade names, copyright (including rights in computer software and in websites), rights in databases, rights in designs, know-how, and all and any other intellectual property of any nature existing anywhere in the world whether registered, register able or otherwise;
“Services” means the Payroll Services and any other services as the parties may agree in writing from time to time;
"Term" as defined in Clause 2
**1.2 In this Agreement:**
1.2.1 words denoting any gender shall include all genders;
1.2.2 words denoting the singular shall include the plural, and vice versa;
1.2.3 references to persons or undertakings shall include individuals bodies corporate (wherever incorporated), unincorporated associations, partnerships and other unincorporated bodies;
1.2.4 references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same;
1.2.5 references to Clauses and Schedules are to clauses of and schedules to this Agreement.
1.2.6 if there is any conflict or ambiguity between the Clauses of this Agreement and the Schedules, the conflict shall be resolved in accordance with the following order of precedence namely, the Clauses and the Schedules.
 **2. Appointment & Term**
2.1 The Business appoints Payrolls Direct to provide payroll services & has agreed to use our payroll services for\_\_\_\_\_\_\_\_\_\_ months and the start date of their service is\_\_\_\_\_\_\_\_. The amount charged for the payroll services is \_\_\_\_\_ per month / week for \_\_\_\_\_ employees. If number of employee’s increases, the charges will also increase as per our current price list at that time.

**3. Payment**
3. The Business shall normally pay by direct debit, but in exceptional circumstances, the Business can pay by cheque, cash or standing order. Irrespective of how the Business pays, the Business must give at least 30 days notice before cancelling. Payment in full is due within seven (7) days of the initial invoice date. Payroll services will be suspended on accounts over 14 days past due. All expenses and legal fees incurred in collecting outstanding invoices will be paid by the Business.

**4. Payrolls Direct Obligations**
4.1 Payrolls Direct shall provide the following services:

* Generating Payslips, Year to date, P30 and Employer’s summary Reports
* Monthly RTI Submission.
* P60s at the end of tax year
* Monthly / Weekly Payroll reports
* Access to our web based platform & advice on usage

4.2 promptly and in a professional and courteous manner;
4.3 Unless directed otherwise by the business, the Payrolls Direct Staff will not have direct contact with any of the clients;
4.4 Payrolls Direct shall provide to the business with such reports and other documentation as the business may reasonably require during the Term, in relation to Payrolls Direct’ provision of the Services and its fulfilment of its obligation under this Agreement.

4.5 Payrolls Direct shall not be liable for any damages for failure to fulfil an order for any reason whatsoever, including but not limited to labour disputes, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, act of God, or any other circumstances.

**5. Service Levels**
5.1 Payrolls Direct shall ensure that the payroll services will be provided within 48 hours of all relevant information being received.
5.2 Payrolls Direct & the Business will cooperate to ensure the payroll services are provided on time and to resolve any errors that occur whilst performing the Services.
5.3 In the event of Material Service Failure, the Business shall be entitled to terminate this Agreement immediately by giving written notice to Payrolls Direct. Such termination will not affect any accrued rights that exist at termination.
5.4 Payrolls Direct shall provide all templates, formats and checklists required to provide the services.

**6. Fees & Payments**
6.1 The fees are payable in UK pounds sterling by the Business on a monthly / weekly basis. Payrolls Direct will render an invoice for the fees within 7 days of the payroll work being carried out, and the Business shall pay the invoice within 7 days of receipt.
6.2 Where the Business has not disputed an invoice, Payrolls Direct shall be entitled to suspend the supply of the Services if any payment is overdue.
6.3 Payrolls Direct reserves the right to cancel this agreement at any time upon business’s failure to comply with this agreement or pay any bill when due.
6.4 The Fees shall reviewed annually and will be increased in line with Retail Prices Index (RPI) inflation (subject to a maximum of 10% increase per year).
6.5 In the event Payrolls Direct must employ a legal firm to collect sums due hereunder or to enforce compliance by Business with any of the terms of this agreement, the Business shall pay to Payrolls Direct legal fees and other costs incurred in connection with any legal actions and appeals thereof.

**7. Confidentiality & Publicity**7.1 Payrolls Direct undertakes that it shall keep secret and strictly confidential and shall not disclose Confidential Information to any third party, without the Business' prior written consent provided that:
7.2 Payrolls Direct shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Agreement or was independently developed or acquired by it otherwise than from the performance of the Agreement;
7.3 the provisions of this Clause shall not apply to any Confidential Information which is in or enters the public domain other than by breach of this Agreement;
7.4 the provisions of this Clause shall not apply to any Confidential Information which is obtained from a third party who is lawfully authorised to disclose such information;
7.5 the provisions of this Clause shall not apply to any Confidential Information which is authorised for release by the prior written consent of the Business.
7.6 Nothing in this Clause shall prevent Payrolls Direct from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law.
7.7 Payrolls Direct shall not make any press announcements or publicise this Agreement or its contents in any way without the prior written consent of the Business.

**8. Force Majeure**
8.1 Subject to the remaining provisions of this Clause, neither party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure Event.
8.2 In the event that either party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, such party shall:
8.3 give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
8.4 Use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement; and;
8.5 Resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
8.6 A Business cannot claim relief if the Force Majeure Event is attributable to that Business' wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
8.7 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.
8.8 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event unless agreed otherwise by the parties.#

**9. Limitation of Liability**
9.1 Subject to Clause 9.3, in no event shall Payrolls Direct be liable to the Business or any of its agents or contractors for any loss of profits, revenue, opportunity, business or goodwill or for any indirect, special, incidental or consequential losses resulting from Payrolls Direct performance or non-performance of its obligations under this Agreement.
9.2 Subject to Clauses 9.1 and 9.3, Payrolls Direct total liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to an amount equal to the aggregate Fees payable in the three months immediately preceding the date on which the liability occurred.
9.3 Nothing in this Agreement shall apply so as to exclude or restrict the liability of Payrolls Direct for death or personal injury caused by Payrolls Direct negligence or for any fraudulent misrepresentation.
9.4 In no event shall Payrolls Direct be held liable for any damages of documents or loss caused by third party couriers used to courier documents to and from the Client’s premises.

**10. Termination**
10.1 Either party may terminate this Agreement without liability any of the Services forthwith by notice in writing if:
10.2 the other party is in breach of this Agreement and fails to remedy the breach (if capable of remedy) within 30 days of written notice of the breach being given by the party not in breach; or
10.3 the other party becomes subject to a voluntary arrangement under Section 1 of the Insolvency Act 1986, becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income, passes a resolution for its winding up or has a petition presented and not discharged within 14 days to any court for its winding up or for any administration order; or
10.4 the other party enters into any composition or arrangement (whether formal or informal) with its creditors, has a bankruptcy order made against it, is the subject of an application for an interim order under Section 253 of the Insolvency Act 1986, has an interim receiver of his property appointed under Section 286 of the Insolvency Act 1986;
10.5 This Agreement can be terminated at any time, by mutual agreement from both Parties
10.6 Payrolls Direct reserves the right to cancel this agreement at any time upon business’s failure to comply with this agreement or pay any bill when due.

**11. Consequences of Termination**11.1Termination of this Agreement or any of the Services for any reason shall be without prejudice to any right or remedy of either party which may have accrued prior to such termination.
11.2 Following any notice of termination of this Agreement for any reason Payrolls Direct shall as soon as practicable provide to the Business all information that Payrolls Direct has in its possession, power or control or is otherwise able to produce relating to the Services;
11.3 If requested by the Business, Payrolls Direct shall on termination or expiry of this Agreement or any of the Services immediately destroy any Confidential Information of the Business in its possession or control which relates to the Services;
11.4 Notwithstanding expiry or termination of this Agreement for any reason, the following provisions in this Agreement shall continue in full force and effect: Clause 7 (Confidentiality and Publicity), and Clause 10 (Consequences of Termination) and any other provisions which are expressly or by implication intended to come into force or continue in force on or after termination or expiry of this Agreement shall continue in full force and effect.

**12. Arbitration**
Any dispute or difference arising out of or in connection with this Agreement shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President of the ICAEW (The Institute of Chartered Accountants in England & Wales)

**13. Status of Parties**
Nothing in this Agreement shall be construed as establishing or implying a partnership or joint venture between the parties or shall be deemed to constitute either party as the agent of the other or to allow either party to hold itself out as acting on behalf of the other.

**14. Entire Agreement**
14.1 This writing contains the entire agreement of the Parties. No representations were made or relied upon by either party, other than those expressly set forth in this agreement. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by a duly authorized officer, employee or other representative of the respective parties.
14.2 Should any part of this agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this agreement without including therein any such part, parts, or portion which may, for any reason, be hereafter declared invalid.
14.3 This agreement shall be construed under the sole jurisdiction of the English Courts.

**15. Severability**
In the event that any term, condition, provision or Clause of this Agreement shall be found to be void, invalid, illegal or unenforceable by any statute, regulation or order of any Court or competent authority having jurisdiction, the remaining terms conditions and provisions shall remain in full force and effect.

**16. Waiver**
16.1 A failure by a party to exercise, or a delay in exercising, any right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which that party may otherwise have and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
16.2 A failure by a party to exercise, or a delay in exercising, any right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which that party may otherwise have and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

**17. Contracts (Rights of Third Parties) Act 1999**
A person who is not party to this Agreement (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any term of this Agreement. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

**18. Notices**
18.1 Any notice or other communication under or in connection with this Agreement shall be in writing in the English language and shall be delivered personally or sent by pre-paid registered or recorded delivery post (and air mail if overseas) or by facsimile or other electronic media, to the party intended to receive the notice or communication at its registered office or such other address as party may specify by notice in writing to the other party as being its address for service.
18.2 In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given:
18.3 if sent by facsimile or other electronic media, when clearly received in full.
18.4 if sent by mail, two days after posting it;

**19. Privacy Policy**
Payrolls Direct privacy policy and terms of conditions are published on our website. You can view them by going to payrollsdirect.com. They are there for viewing and the links are at the foot of the page and by signing this contract you have read and agreed to the terms and conditions.

Signed by a duly authorised officer/representative
for and on behalf of the Business: Date:

Print Name: On behalf of:

 **Schedule 1**

Payrolls Direct shall provide the following services:

* Generating Payslips, Year to date, P30 and Employer’s summary Reports
* Monthly RTI Submission.
* P60s at the end of tax year
* Monthly / Weekly Payroll reports
* Access to our web based platform & advice on usage
* Employer & Employee Manuals

 **Schedule 2 - Service Levels**

Assuming all relevant information has been provided to Payrolls Direct in time for it to complete the work, Payrolls Direct shall provide the payroll services agreed, within 48 working hours of receiving the information for processing, in time for the Payroll run date.