

## Terms and Conditions

You can accept our Terms and Conditions online [here](#), which is the fastest way to give us this information, or you can send a completed agreement by post to: Beams Payroll Services Ltd, Allsworth Court, 38-40 St Davids Road, Hextable, Swanley, Kent BR8 7RJ

### 1. INTRODUCTION

Beams Payroll Services Ltd (Company Number 15363977, VAT Registration Number 460971086) provide payroll and managed account services to Individual Employers, Small Business and Charities. You require us to deliver both, or either:

- Calculate amounts due and notify you of net pay, HMRC liability, Pension contribution and other associated deduction amounts. This service is known as 'Payroll'.
- Settle pay, HMRC liability, Pension Contribution, Invoices or associated expenses on your behalf, from funds we hold for you. This service is known as 'Managed Account'

In this agreement 'Employee(s)' means a person(s) employed by you and for whom we are providing payroll or managed account services to you.

This agreement will start when you submit your acceptance to our terms, either online or by post.

### 2. SERVICES

2.1. For payroll service clients, we will calculate the wages due and any tax or other payments in respect of your Employee(s), notified to us by you. We will make those calculations using information that you provide to us.

2.2. We will only take instructions from people that you have authorised us to, and we will calculate from the information provided to us. You must confirm your authorisations in writing.

2.3. For payroll clients, we will agree how often you want us to process your payroll with you and what information you will need to send us to enable us to calculate the payments and liabilities.

2.4. For payroll service clients, when instructed, we will register for online filing as your agent with HMRC and instruct Revenue and Customs to communicate with us electronically.

2.5. We will provide the following services:

2.5.1. For each designated payment period we will calculate the payment due to each Employee, after statutory or required deductions, known as net pay. We will provide you with a pay slip for each Employee.

2.5.2 We will process payroll for your Employee(s) using the information you have provided to us. We are not responsible if the information you supply contains an error, when we have followed your instruction.

2.5.3. Each time we calculate your payroll, if you do not use our managed account service, we will send pay slips(s) and payment instructions to you that clearly set out the money due, so that:

(a) You can pay your Employee(s) and HMRC

(b) You will be informed of a Workplace Pension liability amount that we will enter on to your designated Workplace Pension Scheme, on your behalf, for each employee

**Note:** Managed account service employers will receive only a copy of the pay slip to check for accuracy and then provide to their employee.

2.5.4. If you are self-funding but have requested us to make payments on your behalf, you will be notified of the amount and date by which you must have made payment to us. You are responsible for making the required payment to us, in order that we can then pay your Employee(s), HMRC Workplace Pension liabilities or associated expenses. We will not be responsible for penalty charges or costs relating to late payment if we are unable to settle your liabilities on time due to late receipt of the required funds from you.

2.5.5 A P60 form will be provided for each Employee at year end.

2.5.6 We will securely store your payroll records and retain these for up to 6 years.

2.5.7 For clients requiring us to make payment of Invoices or expenses, from money we hold for you if this is sufficient, we will settle the full amount of an Invoice or expense claim when you submit it to us unless you clearly instruct us otherwise. **By submitting an Invoice or expense claim to us you authorise that the payment is to be made, and that you have checked the details of the Invoice for accuracy.**

2.5.8 We will investigate as a priority if you believe there has been an error in payments made by us, when a managed account service is provided. Adjustment will be established to either refund or pay incorrect amounts within 10 working days of us being notified of an error.

2.5.8 We will investigate as a priority if you identify to us a pay slip error. For example, if the hours reported to us by you were not accurately applied. Resolution will be established and we will ensure changes within 10 working days. This may mean a later pay adjustment for your Employee(s), but we will work together with you in managing this.

2.5.9 If you require us to upload a BACS form directly to your bank, on your behalf, we will send you details of payments to be made in advance of the funds being due to leave your bank account.

2.6 All reasonable care will be taken by us when providing these services to you, and we will ensure our skills are adequate to achieve all legal responsibilities.

### **3. EMPLOYMENT**

3.1 You are the Employer of those who work for you, and for whom you are using our services to facilitate payroll in order to meet your legal obligations. Beams Payroll Services Ltd will not take on the role of Employer as part of this agreement. Should we suffer any loss or damage as a result of anyone claiming that Beams Payroll Services Ltd are the Employer of your Employee(s) you will compensate us fully.

3.2 As the Employer, you accept that you will remain fully responsible for all legal obligations and responsibility towards your Employee(s)

3.3 By entering this agreement you confirm that you have obtained informed consent from your Employee(s) for their personal data to be shared with Beams Payroll Services Ltd in order that we can deliver the terms of this agreement.

3.4 For Direct Payment or Personal Budget clients, when you are required by Education, Health or Social Care to achieve satisfactory DBS clearance of your employee(s), you are responsible for ensuring this is in place before requesting for wages to be paid. Your funding body may refuse to cover these costs when DBS clearance has not been achieved, and if they do it will be your responsibility to pay for costs associated with support used that did not satisfy DBS requirements.

### **4. RESPONSIBILITIES**

4.1 All reasonable care will be taken, by us, in the calculations of your payroll at the right time. We are not responsible for loss or expense that has been caused by receiving information from you, or those you authorise to notify us of your Employee(s) pay, too late to allow us to make the appropriate calculations in time for Employee(s) contractual pay date(s) or we have been provided with information that was inaccurate.

4.2 You are responsible for checking the pay slip(s) for your employee(s) within 24 hours of receiving the document(s) from us, and to notify us of identified errors **immediately** so that we can make any necessary adjustment without delay.

4.3 If you receive funding from Education, Health or Social Care we can only make payments from the amounts we have received, when you are using our managed account service. If the funding body fails to provide sufficient funds, or you use more support than the money covers it may result in your Employee(s), HMRC or Pension liabilities etc. not being paid, or being paid late. Any costs incurred by your breach of responsibilities or Employment contract relating to a lack of money in your managed account remains your responsibility.

4.4 If you self-fund we can only make payments from the amounts we have received, when you are using our managed account service. Failure to make payment to us in accordance with 2.5.4 may result in your Employee(s) not being paid, or being paid late. Any costs incurred by your breach of Employment contract relating to a lack of available money in your managed account remains your responsibility.

4.5 We cannot be held responsible for loss or expenses resulting from miscalculations we have made that are directly linked to incorrect or incomplete information from you, or those you authorise to notify us of your Employee(s) pay.

4.6 Where we suffer loss or damage as a result of any act or omission by you, or those you authorise to notify us of your Employee(s) pay, you will indemnify us for such loss or damage, including (but not limited to) situations where monies have been paid to an Employee(s).

4.7 Where you owe us money for services we have provided as part of our Agreement, we shall be entitled to offset that debt against money we hold for you, where you use our managed account service.

4.8 By using our Services you confirm that we are appointed as your agent, and are authorised to perform all administrative tasks necessary for the purpose of processing your payroll, managing your workplace pension responsibilities and dealing with any relevant third parties on your behalf, for example (but not limited to):

7.7.1 The Pensions Regulator, relating to your Pension scheme registration, compliance, declarations and statutory record keeping.

4.7.2 Your chosen Workplace Pension scheme, relating to the provision of a pension for Employee(s) for all purposes to comply with the scheme terms and conditions on your behalf.

4.7.3 HM Revenue and Customs (HMRC), with whom we will register online filing and instruct communications are electronic

## **5. ENDING THIS AGREEMENT**

5.1 Ending this agreement does not affect rights that you or Beams Payroll Services Ltd have on the date that it ends, including the right to be compensated for losses that either you or we have suffered and that is detailed within this agreement.

5.2 You, or we can end this agreement by giving sufficient notice (one month) to either end your employment status with HMRC or arrange transfer of your payroll service to a new provider. Deviation from this must be agreed between you and Beams Payroll Services Ltd.

## **6. CHARGES**

6.1 Charges are detailed in our Information booklet, available on our website or on request.

6.2 By entering this agreement you agree that you will pay our published charges, in line with the terms and conditions set out on our Invoice to you. Failing to pay your Invoice on time may incur penalty charges. These penalty charges will be detailed on our Invoice.

6.3 VAT (Value Added Tax) is payable on our service charges at the standard rate, and will be detailed clearly on our Invoice.

6.4 Increase to charges will be notified to you a minimum of 2 months before the increase commences so that you can choose, and have enough time, to end this agreement.

## 7. **OTHER**

7.1 This agreement is between you and Beams Payroll Services Ltd and you may not pass on your rights and obligations under it to any other person, unless we have agreed in writing.

7.2 We shall not be required to deliver any of the services, or other duties, under this agreement if we are unable to, due to something outside of our reasonable control.

Examples of possible scenarios are, but not limited to:

- Bank system breakdown
- Change of laws or government policies
- Extreme bad weather or acts of God
- Industrial disputes or strikes
- Riots or other civil commotion

7.3 You accept that this agreement sets out all the terms between us. Any previous agreements between us in relation to the services are superseded and you shall no longer be able to rely on those terms, whether in writing or word of mouth.

7.4 This agreement is made under English and Scottish Law. Any claims under this agreement can be made only in the English or Scottish Courts.

Signed by you, or on your behalf:

Print relationship or position if signing on behalf of the receiver of the service, and detail who you are signing on behalf of (Charity or Business name, or person the Education, Health or Social Care budget is paid for) if relevant

Print Name \_\_\_\_\_ Relationship/Position \_\_\_\_\_

On behalf of \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_