

Payroll Terms & Conditions

1. Definitions

"**Candidate**" means a person identified in the Payroll Forms as having been employed by the Client.

"**Client**" means the client identified on the Payroll Forms for whom the Company has agreed to provide or procure the provision of Payroll Services to in accordance with these Conditions.

"**Client Registration Form**" means the form completed by the Client with these Conditions.

"The **Company**" means The Little Ones Payroll Service Limited (company number 09803379) whose registered office is at 3 Hanson Street, London, W1W 6TB.

"**Conditions**" means the terms and conditions of supply of Services as set out herein and any subsequent terms and conditions agreed in writing by the Company and the Client.

"**Designated Provider**" means any provider nominated by the Company to assist with the provision of the Payroll Services.

"**Package Period**" means, in relation to a particular Package, the period of one calendar year commencing on the date upon which the Candidate first begins his/her engagement with a Client.

"**Payroll Forms**" means the payroll forms provided by the Company to the Client for completion in connection with the provision of the Payroll Services.

"**Payroll Services**" means the payroll services to be provided by the Company and/or its Designated Provider to the Client as described in these Conditions.

"**Subscription Fee**" means the fee payable to the Company for the Payroll Services as set out in clause 5.

2. Agreement

2.1 The agreement between the Company and the Client for the provision of the Services, incorporating these Conditions, shall come into force when following receipt of the Client Registration Form and completed Payroll Forms and payment of the Subscription Fee, the Company sends a confirmatory email to the Client confirming the acceptance of the offer to provide the Services (the "Agreement"), attaching these terms.

2.2 By providing details and completed Payroll Forms to the Company, the Client acknowledges and accepts these Conditions.

2.3 These Conditions apply to the Agreement to the exclusion of all other terms and conditions.

2.4 Any variation of this Agreement (including any special terms and conditions agreed between the parties) must be agreed in writing between the parties.

3. Supply of Payroll Services

3.1 In consideration of the payment by the Client of the Subscription Fee and subject to completion of the Payroll Forms, the Company shall provide or procure the provision of the Services for the Package Period.

3.2 The Company shall carry out its obligations under this Agreement with reasonable skill and care and to a reasonable standard.

3.3 The Company may use a Designated Provider or other third party to perform any of the Payroll Services and will use its reasonable endeavours to ensure that such third parties perform the Services with due care and skill.

3.4 The Company will make reasonable efforts to maintain adequate insurances in connection with the provision of the Payroll Services.

3.5 Unless otherwise agreed, the Company or a Designated Provider may send information by email. Use of email carries certain risks including non-delivery delays, data corruption, interception, transfer of viruses and loss of confidentiality. The Company does not accept any liability for any loss resulting from the use of email for communication between the Company and the Client or third parties. If the Client is in any doubt as to whether the email has come from the Company it should contact the Company by other means to check.

4. Responsibilities of the Client

4.1 The Client must complete the Client Registration Form and Payroll Form prior to the commencement of the Services. The Client confirms that any information provided by it to the Company in respect of the provision of the Services (including information provided on the Payroll Forms and in connection with the provision of the payroll aspect of the Services) will be true, complete and accurate and not misleading. In particular, the Client will ensure that it discloses the correct amount agreed to be paid by the Client to the Candidate under any contract of employment.

4.2 The Company will use the rates specified in the relevant Payroll Forms and will procure the provision of payroll documentation accordingly. It shall not be responsible for checking that the amounts quoted are in line with national minimum wage requirements – this is the responsibility of the Client.

4.3 The Client undertakes to notify the Company immediately of any changes to the employment or pay arrangements of a Candidate. This is to allow the Company sufficient time to process any amendments ahead of the next payroll run. The Company shall not be liable to the Client for any losses arising from errors in the documents or information which the Client has provided to the Company or for failure of the Client to provide correct and accurate information on the Payroll Forms. Where the Client fails to notify the Company of a change or has provided incorrect or misleading information and this results in the Company or the Designated Provider having to reprocess the payroll or perform additional work to correct payroll documentation then the Company will have the right at its discretion to charge an additional fee.

4.4 The Client must provide the necessary authorisations to allow the Company (or its contractors) to deal with HMRC directly in connection with the provision of the Services. In the event that the Client does not provide such authorisations, the Company shall not be obliged to provide the Package to the Client.

4.5 The Client undertakes to make payments by the date set out in any invoice. The Company will cease to provide the service including provision of payslips if payment is not made.

4.6 The Client is responsible for all submissions and payments at all times to HMRC even if the subscription fee is paid. The Client is responsible for ensuring that HMRC receives the correct amount of tax and National Insurance and that these are paid on time.

4.7 Little Ones UK Ltd provides permanent placement clients with a free payroll service for the first 6 calendar months. If in any year, a client wishes to cancel the service for the following year, the client must cancel the service within the 6 month subscription period or they will be charged a renewal fee for the following year.

5. Fees and Charges

5.1 Details of the key services and fees payable are as set out below:

SERVICES	FEE PAYABLE FOR PROVISION OF SERVICES
<p>Provision of payroll services to a Client for the Package Period such services to comprise the following:</p> <ul style="list-style-type: none"> • Setting up PAYE scheme • Calculating tax and national insurance contributions on behalf of the Client and the Candidate engaged by the Client • Calculating the correct gross and net payments and keeping all necessary records • Preparation and uploading of payslips each month for the Candidates engaged by the Client to a password protected web portal • Liaising with HMRC and acting as the agent for the Client • Provision of quarterly summaries and breakdowns showing the liability for tax and national insurance and payments to be made to HMRC • Calculation of end of year tax returns and the filing of such returns with HMRC (subject to the relevant authorisations having been given to the Company) • Preparation and production of forms P60 and P45 <p>(Preparation of the P11 is not included in the main services – see fee column)</p>	<p>Little Ones UK Ltd provides permanent placement clients with a free monthly payroll service for the first 6 calendar months (a charge of £80 is set for new clients' first year of a weekly payroll service).</p> <p>If a client has not cancelled the service within this 6 month period they will be charged a renewal fee, which will be the full fee payable according to clause 5.2. This may be revised every year – clients will be notified of any changes by the payroll administrator</p> <p>If the client wishes to change their payroll provider they will need to request a P11. The charge for preparation of this is £48.</p>

5.2 The Subscription Renewal Fee is currently £75 per quarter for preparation of monthly payslips and £92.50 per quarter for preparation of weekly payslips). The fees shall be paid in advance of the

commencement of the provision of the Services to the bank account notified by the Company to the Client or by debit or credit card (or any other method agreed between the Client and the Company).

5.3 Credit Card payments will be collected by Worldpays Future Pay Direct service. The amount specified in 5.2 for the preferred service will be collected every 3 calendar months. The first payment will be collected on the date the paid services commence and then ever 3 months thereafter until the service is cancelled.

5.4 Should you wish to cancel your services you must notify the company by email at payroll@littleoneslondon.co.uk 14 days prior to the cessation of services to ensure the relevant compliance work is undertaken with HMRC.

5.5 Should you fail to pay the subscription fee services will cease and no further submissions to HMRC or other administrative tasks will be undertaken by the company in respect of you payroll requirements from the date your fee fell due.

5.6 The Subscription Fee stated above is inclusive of VAT. All payments must be in UK pounds sterling unless otherwise agreed in writing.

5.7 If the Subscription Fee is not paid when due, the Company is entitled (at its sole discretion) to charge interest on the Subscription Fee at the rate of 3% per annum above the base lending rate of the Bank of England from time to time.

5.8 The Client shall be liable for and shall indemnify the Company against all costs and expenses incurred by the Company in respect of any steps, actions or proceedings made or brought against the Client by the Company to obtain payment of any outstanding Subscription Fee and interest.

5.9 Subject to clause 5.7 and clause 6 of these Conditions, once the Subscription Fee has been paid, it is non-refundable notwithstanding that a Candidate may leave his or her employment with a Client and not be replaced within the Package Period.

5.10 If a Candidate leaves employment with the Client part way through the Package Period and a replacement candidate is engaged through the Company, the Company will continue to provide the Services to the Client for the remainder of the Package Period.

5.11 For the avoidance of doubt, the Services shall consist of those matters set out in 5.1 above and shall not include calculations for employees of the Client (other than the Candidate), deductions in relation to pension contributions, record keeping in respect of pension contributions etc. To the extent that such additional services are required then the Company may be able to provide a quote for such service although it shall not be obliged to provide such service. The Subscription Fee covers one Candidate only.



6. Cancellations and Terminations

6.1 If the Client is a consumer, he or she may cancel the Agreement by informing the Company in writing within 14 calendar days of the date of the Agreement and before the commencement of the Services and the Company will promptly refund the Subscription Fee to the Client. The Company will

not usually begin the provision of the Services until the end of this 14 day cooling off period however the Client can waive the right to cancel the Agreement by signing the form provided to the Client by the Company and this will enable the Services to commence immediately.

6.2 The Agreement shall continue until the Package has been provided to the Client. The Payroll Services will terminate in the event that the Package Period expires and is not renewed by the payment of an additional Subscription.

6.3 Either party may terminate the Agreement by notice in writing to the other at any time if:

6.3.1 the other party commits a material breach of these Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

6.3.2 the other party commits a material breach of these Conditions which cannot be remedied under any circumstances.

6.4 The Client may terminate this Agreement at any time but no refund of the Subscription Fee will be given.

6.5 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

6.6 Upon termination of the Services, the Company and/or a Designated Provider will notify HM Revenue and Customs that it is no longer acting on the Client's behalf.

7. Liability

7.1 The Company shall not be liable for any losses which cannot reasonably be foreseen would result from the Company's failure to comply with this Agreement.

7.2 The Company's total liability in contract, tort, misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Services shall in all circumstances be limited to the Subscription Fee paid by the Client to the Company under these Conditions.

7.3 The Company does not employ the Candidates and any Contracts of Employment entered into between the Client and the Candidate are between those persons directly. The Client is responsible for complying with all employment, taxation, fiscal and other relevant legislation in respect of this Contract of Employment. The Client is also responsible for requesting any medical report in relation to a Candidate from a GP under the Access to Medical Reports Act 1988. The Client is responsible for ensuring that their home contents insurance includes cover for Employers and Public liability insurance for domestic workers, including childcare. The Company does not accept liability for any unpaid tax, national insurance contributions or other levies, charges or penalties imposed by any authority (including without limitation, HM Revenue & Customs and the Benefits Agency) however these arise. The Client is, and will always, remain the employer of the Candidate and will be responsible for payment of such costs. The Client is liable to pay the Candidate's salary to the Candidate and meet any payments due to HMRC. The Company's Designated Provider will act as the agent of the Client as authorised by the relevant Payroll Form.

7.4 This clause does not exclude or limit in any way the Company's liability for:

7.4.1 death or personal injury caused by the negligence of the Company; or

7.4.2 fraud or fraudulent misrepresentation; or

7.4.3 any other matter for which it would be illegal or unlawful for the Company to exclude or attempt to exclude the Company's liability.

8. Confidentiality

8.1 Subject to clause 8.2, the Company will use reasonable endeavours to keep all of the information which the Client provides to it (including but not limited to any personal details relating to the Candidate) strictly confidential.

8.2 By entering into this Agreement, the Client consents to the Company passing on information to any Designated Provider in connection with the provision of the Services and to the disclosure of any information required by law or regulation. To the extent that it is required, the Client will procure that the Candidate expressly consents in writing to the disclosure of information relating to him/her to a Designated Provider.

9. Events outside the control of the Company

9.1 The Company will not be liable or responsible for any failure to perform, or delay in the performance of, any of its obligations under this Agreement that is caused by events outside our reasonable control ("Force Majeure Event").

9.2 A Force Majeure Event includes any act, event, omission or accident beyond the reasonable control of the Company and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack,
- (c) war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; and the acts, decrees, legislation, regulations or restrictions of any government.
- (f) as a waiver of any subsequent breach of the same or any other provision.

9.3 The Company's performance under this Agreement is deemed to be suspended for the period that the Force Majeure Event continues and the Company will have an extension of time for performance of the Services. It shall not be liable for any disruption caused as a result of the Force Majeure Event.

10. Confidentiality / Consent / Data Protection and Transfers outside the EEA

10.1 All information provided by either party to the other, including but not limited to any personal details relating to the Candidate or the Client, will be treated as strictly confidential and will not be disclosed by either party to any third parties, unless required by law or regulation. The Company may assign, transfer or sub-contract any of its rights or obligations under this Agreement to any Designated Provider without the written consent of the other party at any time during the Agreement.

The Client specifically consents to this by accepting these terms and conditions. The Client shall not be entitled to assign, transfer or sub-contract any of its rights or obligations under this Agreement without informing the Company in writing and obtaining written consent.

10.2 By entering into this Agreement the Client is also providing explicit consent to emails being sent from Payroll Administrator or other members of staff employed by the Company, to the Client's email address. Some of these emails may contain personal data.

10.3 By entering into this Agreement the Client is also providing explicit consent to any transfer of their personal data outside the EEA as a result of email exchanges between the Company's staff and the Client whilst one party is based outside the EEA which are necessary for the effective performance of the Company's contractual obligations.

11. General

11.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing either by letter or email addressed to the other party at its registered office or principal place of business or email address provided to the other for these purposes.

11.2 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right

11.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

11.4 It is not intended that any of the terms of this agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this Agreement.

11.5 English law shall apply to this agreement and the parties agree to submit to the jurisdiction of the English courts.