

[  
– and –

**Pay Check Limited**

**Service Level Agreement  
For the Provision of Payroll Services**

**1<sup>st</sup> September 2019**

**Table of Contents**

The Agreement ..... 3

Schedule 1 - Interpretations ..... 14

Schedule 2 -The Services..... 16

**Core Service** ..... 16

**Adhoc Services**..... 17

Schedule 3 -Exit Plan ..... 18

Schedule 4 - Contract Variation Procedures ..... 19

Schedule 5 – Sub Processors ..... 21

Schedule 6 – Processing Schedule ..... 22

Schedule 7– Core Charges..... 23

Schedule 8– Ad Hoc Charges..... 24

SLA SIGNATURES ..... 25

## The Agreement

THIS SERVICE LEVEL AGREEMENT commenced on 1<sup>st</sup> day of September 2019

BETWEEN:

The aforementioned “**Client**”; and

**Pay Check Limited** (a company registered in England and Wales under number 03095870) whose registered office is at First Floor, Battersea Studios 2, 82 Silverthorne Road, London SW8 3HE (the “**Supplier**”).

**WHEREAS:**

- a) The Client agrees to purchase payroll and related services in accordance with this Service Level Agreement; and
- b) The Supplier undertakes to supply payroll services under the terms set out below.

**IT IS HEREBY AGREED as follows:**

### 1. SUPPLY OF SERVICES

#### General

- 1.1 This Service Level Agreement is for the supply to the Client of the Payroll Services in accordance with Schedule 2.
- 1.2 The Client shall be entitled at any time to request the supply of optional services which can be selected from the detailed service description, such optional services would be implemented in accordance with the Pay Date timetable agreed between the Supplier and the Client. Once selected, such optional services shall constitute Services for the purposes of this Service Level Agreement.
- 1.3 The Charges for such optional services shall be established in accordance with the optional services charges set out in the detailed service description.
- 1.4 A condition for any such provision of Services shall be the prior agreement of a timetable for implementation of the Services.
- 1.5 Subject to Clause 3, the Supplier acknowledges and it is agreed that in respect of the Services:
  - 1.5.1 the proper, accurate and timely payment of the wages (and any pay adjustments) of employees of the Client together with the accurate deduction of appropriate tax and national insurance, pension contributions and certain loans to employees, resulting in the provision of payslips (and P60s at year end) is the essence of this Service Level Agreement and the Supplier shall perform such Services to a professional standard;

- 1.5.2 the Supplier is responsible for accessing the Client Data and hosting Client Data on its secured servers located in the UK;
- 1.5.3 the Supplier will notify the Client immediately (and the Client undertakes to similarly notify the Supplier) upon becoming aware of any known or suspected, actual or attempted forgery or deception or other fraudulent activity or impropriety;
- 1.5.4 if the Client chooses to facilitate payment via BACS, the Client is responsible for transfer of the payments to the employee bank accounts in accordance with the payroll information provided by the Supplier;
- 1.5.5 it shall provide all necessary co-operation with third party providers utilised by the Client with respect to service delivery;

## **2. DURATION OF THIS SERVICE LEVEL AGREEMENT**

- 2.1 Either party shall be entitled to give 3 months' written notice to the other party of its intention to terminate the contract, in which case this Service Level Agreement shall, following expiry of the notice period, terminate.

## **3. SERVICE LEVEL AGREEMENT IMPLEMENTATION TIMETABLE AND GENERAL CLIENT'S OBLIGATIONS**

### **Timetable**

- 3.1 Both parties shall perform all their obligations under this Service Level Agreement in accordance with the agreed Pay Date timetable.
- 3.2 Late data charges may be applicable for payroll data that is not supplied in accordance with the agreed Pay Date timetable as detailed in Schedule 6, or from time to time subject to prior agreement with the Supplier.

## **4. CHARGES**

### **Invoicing**

- 4.1 The charges for processing the Client's payroll, during the first year of this Service Level Agreement, will be based on the charges detailed for the current tax year considering the number of employees, pay frequency and additional services required, as per the original documented proposal or written request thereafter.

- 4.2 Upon termination of this Service Level Agreement for any reason, any outstanding Charges will remain payable by the Client to the Supplier.

#### **Payment**

- 4.3 The Supplier will invoice the Client monthly in arrears for the provision of the Services and the Client will pay the Supplier by monthly direct debit prior to the 15<sup>th</sup> of the following month.

#### **Recovery of Sums Due**

- 4.4 If any sum of money shall be due from the Supplier to the Client, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this Service Level Agreement or any other agreement with the Client.

#### **Value Added Tax**

- 4.5 The Charges are exclusive of VAT. The Client shall pay VAT on the Charges at the rate and in the manner prescribed by law.

#### **Increases**

- 4.6 The Supplier will review and uplift the charges for the Services annually, giving not less than one months' prior notice via annotated invoice.

#### **Ad Hoc Charges**

- 4.7 A list of Pay Checks ad hoc charges can be found in Schedule 7 and these will increase in line with 4.6 above.

### **5. LEGISLATIVE CHANGE**

- 5.1 The Supplier shall comply with all such statutes, enactments, orders, regulations or other similar instruments as are referenced in this Service Level Agreement or are otherwise applicable to it and any amendments thereto except that where any such amendment necessitates a change to a Service specified in Schedule 2.
- 5.2 In the event such amendments occur, the parties shall enter good faith negotiations to make such adjustments to the Charges as may be necessary to compensate the Supplier for such additional costs as are both reasonably and necessarily incurred by the Supplier in accommodating such amendments.

### **6. LIABILITY**

- 6.1 Once the Client has either:
- a) Signed off the BACS Report;

- b) Given Pay Check written or oral authorisation to process the salaries; or
- c) Received and checked the payroll information,

the Supplier will deem the payroll data detailed in the payroll reports and/or the BACS Report accurate in all respects.

- 6.2 The Supplier will not be liable for reimbursing the Client for any errors or omissions and shall not accept responsibility for any errors or omissions if the Client fails to notify the Supplier of such errors or omissions in relation to the payroll information by mid-day on BACS Input Day.
- 6.3 Nothing in this Service Level Agreement shall limit or exclude the Supplier's liability for:
- a) death or personal injury caused by its negligence;
  - b) fraud or fraudulent misrepresentation; or
  - c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 6.4 The Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Service Level Agreement for:
- a) loss of profits;
  - b) loss of sales, business or productivity;
  - c) loss of agreements or contracts;
  - d) loss of anticipated savings;
  - e) loss of or damage to goodwill; or
  - f) loss of use or corruption of software, data or information.
- 6.5 The Supplier's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Service Level Agreement shall be limited to the average calendar month Charges (calculated by reference to the charges in a successive 12 month period from the date of this Service Level Agreement) paid by the Client under this Service Level Agreement.

## 7. CONFIDENTIALITY

### General

- 7.1 The Supplier acknowledges that any Confidential Information obtained from or relating to the Client is the property of the Client.
- 7.2 Both parties hereby warrant that in accordance to GDPR:
- 7.2.1 any person employed or engaged by the parties (in connection with this Service Level Agreement in the course of such employment or engagement) shall only use Confidential Information for the purposes of this Service Level Agreement;
  - 7.2.2 any person employed or engaged by either the Supplier or the Client (in connection with this Service Level Agreement in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without the prior written consent of the other party;
  - 7.2.3 both parties shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Service Level Agreement by their employees; and
  - 7.2.4 without prejudice to the generality of the foregoing, neither party nor any person engaged by them whether as an employee or a consultant or otherwise shall use the Confidential Information for the solicitation of business.

### Exclusions from obligations

- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any information which:
- 7.3.1 is or becomes public knowledge other than by breach of this Clause 7;
  - 7.3.2 is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
  - 7.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
  - 7.3.4 is independently developed without access to the Confidential Information.

## 8. TERMINATION OF THIS SERVICE LEVEL AGREEMENT

### General

- 8.1 Either party may terminate this Service Level Agreement without notice should the other party commit any material breach of its obligations under this Service Level

Agreement or fail to remedy such material breach capable of being remedied within fourteen days after being notified in writing to do so.

- 8.2 Without affecting any other right or remedy available to it, the Supplier may terminate this Service Level Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Service Level Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

## 9. CONSEQUENCES OF TERMINATION OR EXPIRY

- 9.1 Termination of this Service Level Agreement for any reason will be without prejudice to any other rights or remedies a party may be entitled to in law or under this Service Level Agreement and will not affect any accrued rights of liabilities of either party nor coming into force or the continuance in force of any provision of this Service Level Agreement which is expressly or by implication intended after such termination.
- 9.2 Upon termination of this Service Level Agreement for any reason:
- 9.2.1 any outstanding Charges will remain payable by the Client to the Supplier in accordance with the terms of this Service Level Agreement; and
  - 9.2.2 on final settlement of all outstanding invoices, the Supplier shall return to the Client all Confidential Information, Client Data and any other files belonging to the Client that we retained in pursuit of supply of services and warrant in writing that no copies of any such Confidential Information, Client Data or files have been retained.
- 9.3 If the Client terminates without completing the notice period in accordance with the terms of this Service Level Agreement, an exit charge equal to the remaining notice period outstanding will be payable immediately on the next invoice.

## 10. TERMINATION ASSISTANCE

### Exit Plan

- 10.1 The Supplier shall as soon as reasonably practicable prepare an exit plan which will be agreed with the Client provided the notice period is in line with Clause 2.3 (the “**Exit Plan**”).
- 10.2 The Exit Plan is to describe the respective obligations of the Supplier and the Client to facilitate an orderly transfer of the Services to a new provider on termination or expiry of this Service Level Agreement which shall, among other things, address the matters stated in Schedule 3 and shall constitute the Exit Plan.



### **Overriding Obligations**

- 10.3 During the Exit Phase, the Supplier and the Client shall perform their respective obligations as set out in the Exit Plan. In addition to the Exit Plan, the Supplier shall during the Exit Phase:
- 10.3.1 provide the Client with all such assistance as may be requested by the Client to allow the Services to continue (in accordance with the obligations set out in this Service Level Agreement relating to performance of the Services) without material interruption or material degradation and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Client or to a new Supplier nominated by the Client; and
  - 10.3.2 promptly provide to the Client when requested all the Client's Data, and all Confidential Information of the Client and all physical, electronic and written records relating to the same to the Client in a form reasonably requested by the Client.

### **Payment**

- 10.4 The Client shall pay the Supplier for the performance of the obligations stated in Clause 10.2 and 10.3 and the charges detailed in Schedule 7 – Ad Hoc Charges.

## **11. HEALTH AND SAFETY HAZARDS**

- 11.1 The Supplier shall notify the Client of any health and safety hazards which may arise in connection with its performance of this Service Level Agreement.
- 11.2 The Client shall notify the Supplier of any health and safety hazards which may exist or arise at the Premises and which may affect the Supplier.

## **12. PROTECTION OF PERSONAL DATA**

### **General**

- 12.1 Each party shall comply with its respective obligations under the provisions of the GDPR and undertakes not to put the other in breach of the provisions of that Act.

### **General Data Protection Regulation Relationship**

- 12.2 It is acknowledged and agreed that, in respect of Personal Data, the relationship between the Client and the Supplier is one of "data controller" and "data processor" (as such terms are defined in the Data Protection Act 1998).
- 12.3 Pay Check use the services of a fully payroll and GDPR trained team at their partner company InterPro Global in India for some in month processing; this team are only able to access the data held at Pay Check through a secure VPN line controlled by Pay Check's UK office. All data remains stored and processed on UK servers and those who process via VPN have no ability to download or store said data outside of these UK servers.

- 12.4 In processing Personal Data the Supplier shall:
- 12.4.1 act only on instructions from the Client as data controller;
  - 12.4.2 comply with the Client's instructions in relation to the processing of Personal Data (as such instructions are given and varied from time to time by the Client);
  - 12.4.3 at all times take all appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and ensure the security of such Personal Data;
  - 12.4.4 ensure that people processing the data are subject to a duty of confidence;
  - 12.4.5 assist the Client in providing subject access and allowing data subjects to exercise their rights under the GDPR;
  - 12.4.6 assist the Client in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
  - 12.4.7 delete or return all personal data to the Client as requested at the end of the contract (further details can be found in Schedule 3);
  - 12.4.8 submit to audits and inspections, provide the Client with whatever information it needs to ensure that they are both meeting their obligations under Article 28 of the GDPR, and inform the Client immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state;
  - 12.4.9 not use a sub-processor without the prior written authorisation of the Client (a list of current sub-processors can be found in Schedule 5 and by signing this Service Level Agreement the Client provides written authorisation for the Supplier to use these sub-processors to deliver the Services);
  - 12.4.10 co-operate with supervisory authorities (such as the Information Commissioner's Office) in accordance with Article 31 of the GDPR;
  - 12.4.11 ensure the security of its processing in accordance with Article 32 of the GDPR;
  - 12.4.12 keep records of its processing activities in accordance with Article 30.2 of the GDPR; and
  - 12.4.13 appoint a data protection officer if required in accordance with Article 37 of the GDPR.

### 13. ANTI-MONEY LAUNDERING

- 13.1 The Supplier is subject to legislation intended to combat money laundering and terrorism, including the Terrorism Act 2000, the Proceeds of Crime Act 2002 and associated regulations (and any subsequent modification to the legislation or regulations) (“Anti-Money Laundering Legislation”). The effect of the Anti-Money Laundering Legislation is wide and applies to the proceeds of any crime; it is not limited to the proceeds of drug trafficking, terrorism or serious crime.
- 13.2 The Supplier reserves the right to request the production of such documents and other evidence as the Supplier considers necessary to verify:
- a) a Client’s identity and address or the address and/or identity of any other entity or person on whose behalf the Client is acting; and
  - b) the source, application and ultimate ownership of any funds or property, as may be required in order for the Supplier to satisfy its obligations under the Anti-Money Laundering Legislation.
- 13.3 The Supplier reserves the right to comply with the Anti-Money Laundering Legislation in all respects as it determines in good faith. The Anti-Money Laundering Legislation imposes reporting obligations on the Supplier which override the Suppliers duty of confidentiality to the Client.
- 13.4 Where the Supplier has notified the relevant authorities pursuant to its obligations under the Anti-Money Laundering Legislation the Client agrees that the Supplier can provide such further information as the relevant authorities may require.
- 13.5 The requirements of the Anti-Money Laundering Legislation may either prevent the Supplier from taking steps, or from acting further, on the Client’s behalf and the Supplier may be prohibited by law from informing the Client of these matters. In these circumstances, the Supplier reserves the right to cease acting and to charge the Client for the Suppliers work done by the Supplier to that date.
- 13.6 The Client accepts that the Anti-Money Laundering Legislation or guidance issued by the courts or any regulatory body may prevent the Supplier from informing the Client of all relevant matters either promptly or at all.

### 14. DISCRIMINATION

- 14.1 The Supplier shall not unlawfully discriminate on the basis of race, religion, disability, gender or sexual orientation.
- 14.2 The Supplier shall take all reasonable steps to ensure the provisions of Clause 14.1 are observed by all servants, employees, agents and consultants of the Supplier.

## 15. BACS – DATA LIMITS AND REPORTING

If the Client has indicated for the Supplier to send BACS payments;

- 15.1 It is the Client's responsibility to ensure that the total value of payments does not exceed the limit negotiated with the client's BACS sponsor. Files limits are the responsibility of the client and should be managed through their sponsoring bank, including temporary limit increases and pre-authorisation of files which may be over the agreed limit.
- 15.2 It is the Client's responsibility to collect and check BACS reports following notification from BACS (typically these provide details of the payments the Supplier has made on the Client's behalf).

## 16. FORCE MAJEURE

- 16.1 Neither party shall be liable to the other party by reason of any failure or delay in performing its obligations under this Service Level Agreement which is due to Force Majeure provided always that that party uses reasonable efforts to perform notwithstanding the Force Majeure event and (so far as practicable) uses reasonable efforts to bring the Force Majeure event to an end.
- 16.2 If either party becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, that party shall promptly give notice of those circumstances as soon as practical and after becoming aware of them, shall inform the other party of the period for which it estimates that the failure or delay will continue and propose a programme of action to minimise the impact of such Force Majeure.

## 17. SERVICE MANAGEMENT

- 17.1 The Supplier will provide a level of operational support which ensures smooth communication, timely progress reporting and problem escalation, and access to key staff.
- 17.2 The allocated payroll team member will be the principal point of contact for the Supplier and will have direct responsibility for the efficient running of the Agreement, the monitoring procedures, and ensuring that the Services consistently meet the required standards. The account manager is to be available during normal working hours.
- 17.3 After implementation, the Supplier and the Client shall meet on request to review the operation of the service. A typical agenda may include:
  - a) performance;

- b) review of problem areas and remedial action plans; or
- c) scope for service improvements.

## **18. COMMUNICATIONS**

- 18.1 Except as otherwise expressly provided no communication from one party to the other shall have any validity under this Service Level Agreement unless made in writing by or on behalf of the Client or as the case may be by or on behalf of the Supplier.
- 18.2 Any notice to be given hereunder by either party to the other will be in writing and delivered personally sent by prepaid recorded delivery or registered post to the addressee at the addressee's registered office First Floor, Battersea studios 2, 82 Silverthorne Road, London SW8 3HE or via email to [paycheck@paycheck.co.uk](mailto:paycheck@paycheck.co.uk).

## **19. ENTIRE AGREEMENT**

- 19.1 This Service Level Agreement will constitute the whole of the terms agreed between the parties and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Service Level Agreement.

## **20. GOVERNING LAW AND JURISDICTION**

- 20.1 This Service Level Agreement will be governed and construed in accordance with the Laws of England and Wales.
- 20.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Service Level Agreement.

## Schedule 1 - Interpretations

The expressions set out below shall have the meanings ascribed thereto:

**“Alternative Bank Payment System”** means the Client’s preferred bank payment system, if different from BACS.

**“BACS”** means Bankers’ Automated Clearing Services.

**“BACS Report”** means a report which provides the following details (where applicable) with regards to the Client’s employees who are being paid via BACS:

- Net pay
- Bank account number
- Sort code and
- Building society number

The report availability will be 3-4 hours after the submission and the Client will be notified of its availability by e-mail from BACS.

**“Charges”** means the charges for the provision of the Services as set out in Schedule 2.

**“Client Account”** means the zero-balance account Pay Check can provide for clients who do not have BACS to transfer funds to Pay Check to make BACS payments to employees for the agreed net payments due on the payroll.

**“Client Data”** means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied by the Client pursuant to this Agreement.

**“Commencement Date”** means the date that the initial set up information is received by the Supplier from the Client.

**“Confidential Information”** belonging to a party means all information (whether written, oral or electronic form) concerning the business and affairs of that party that the other party obtains or receives because of entering into or the performance of this Agreement.

**“Core Service”** means the core service for the provision of payroll service as defined in Schedule 2.

**“Client’s Data”** means all information, text, drawings, diagrams, images or sounds which are embodied in any electronic or tangible medium and which are supplied or in respect of which access is granted to the Supplier by the Client under this Contract, or which the Supplier is required to generate under the Contract.

**“Default”** in relation to either party means any material breach of the obligations of that party in relation to the subject matter of this Agreement

**“Exit Phase”** means the period of three (3) months preceding the expiry of this Service Level Agreement.

**“Exit Plan”** means the plan developed and maintained in accordance with Schedule 3.

**“Force Majeure”** means any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees. An industrial dispute affecting the Supplier shall not constitute a Force Majeure event.

**“GDPR”** means The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), a regulation by which the European Parliament, the Council of the European Union and the European Commission intend to strengthen and unify data protection for all individuals within the European Union (EU).

**“BACS Input Day”** means payday minus two working days.

**“Pay Date Timetable”** means the schedule made available on our website, detailing dates for submission dependant on pay date.

**“Personal Data”** means personal data (within the meaning of lawful basis for processing of the GDPR) that relate to employees of the Client in respect of whom the Services are provided.

**“Services”** the services as set out in Schedule 2, including services which are incidental or ancillary to such services.

**“VAT”** value added tax chargeable in the UK.

## Schedule 2 -The Services

### Core Service

The Supplier agrees to provide a Core Service for the provision of payroll as defined in the payroll proposal and agreed during the onboarding and implementation process. Any items not defined in the onboarding and implementation process do not form part of the Core Service, but may be added at mutual agreement at a later date.

The Core Services can be broadly defined as follows:

- a) The Supplier will undertake all payroll data processing for the Client; this will include any liaison with agreed third parties, and payroll reconciliation.
- b) The Client is responsible for the accuracy of the data and timely submission to the Supplier.
- c) The Supplier is responsible for the input and to query any legislative or statutory breach.
- d) The Supplier will liaise with nominated contact(s) of the Client about payroll changes and updates on a regular basis.
- e) The Supplier will provide information regarding payroll processing to demonstrate that correct legislative and audit requirements are being met.
- f) The Supplier is responsible for ensuring that the payroll is run and the BACS file dispatched in time for payee accounts to be credited by the agreed payday, if the Client is a BACS Client. If the Client uses the Alternative Bank Payment System function it then becomes the Client's responsibility for ensuring that net payments are dispatched in time for payee accounts to be credited by the agreed payday. The Supplier is also responsible for providing the payslip(s) to the Client in the agreed format.
- g) The Client is responsible for ensuring that the Supplier receives the correct monies on the agreed date.
- h) In the event of errors in the delivery of the Service by the Supplier, the Supplier shall prepare a remedial plan, with timescales, which shall be agreed with the Client and will be free of charge.
- i) In the event of errors in the delivery of the Service by the Client, the Supplier shall prepare a remedial plan, with timescales, which shall be agreed with the Client and will chargeable as detailed in the optional services description.
- j) For all BACS & those that use the Pay Check Client Account, it is the Client's responsibility for ensuring that the correct funds are available on the agreed date to enable BACS payments to be credited for payment day.



- k) Clients that are charged on a per payslip charging structure will be subject to minimum charge per pay period. This charge will be the banded price for 1-5 employees as detailed in the pricing schedule.
- l) Clients that request to close down an existing PAYE scheme will be subject to a charge as detailed in the pricing schedule.

## Adhoc Services

The Supplier agrees to provide adhoc services ("**Adhoc Services**") for the Client to purchase on an as and when required basis.

Examples of the optional Adhoc Services available are as follows:

- a) Manual Calculations
- b) Copy Payslips
- c) Payroll Re-runs
- d) Mid Term Payroll Processing
- e) Consultancy

A full list of the Adhoc Service and the associated charges can be found in Schedule 7.

### Schedule 3 -Exit Plan

The Exit Plan shall describe how the transfer of the Services will be managed on a termination or expiry of this Contract and shall describe how and to what extent the following generic activities shall take place:

- (i) the transfer to the Client, or any third party nominated by the Client, of data;
- (ii) the provision of Services by the Supplier during the Exit Phase on the same terms and conditions as specified under this Service Level Agreement; and
- (iii) the return of hard copy data files to the Client, or any third party nominated by the Client.

## Schedule 4 - Contract Variation Procedures

### 1 Principles

- 1.1 Where the Client or the Supplier envisages a need to change this Agreement either may at any time propose such change.
- 1.2 Until such time as a change to this Agreement is made in accordance with the procedures set out in paragraph 2, the Client and the Supplier shall, unless otherwise agreed in writing, continue to supply the Services specified in this Agreement as if the request or recommendation had not been made.
- 1.3 Any discussions which may take place between the Client and the Supplier in connection with a proposal before the authorisation of a resultant change to this Agreement shall be without prejudice to the rights and remedies of either party.
- 1.4 Any work undertaken by the Supplier, its subcontractors or agents which has not been authorised in advance by a change to this Agreement and which has not been otherwise agreed in accordance with the provisions of paragraph 2 shall be undertaken entirely at the expense and liability of the Supplier.

### 2 Procedures

- 2.1 Discussions between the Client and the Supplier concerning a change to this Agreement shall result in any one of the following:
  - 2.1.1 no further action being taken;
  - 2.1.2 a proposal to change this Contract by the Client; or
  - 2.1.3 a proposal to change this Contract by the Supplier.
- 2.2 Where the Client and the Supplier reach agreement to amend this Contract (including, but not limited to, any consequential variation in the Charges payable), the parties shall draw up a Change Control Notice (“CCN”) in the form attached at Annex 1 to this Schedule 4. That CCN shall be signed by an authorised signatory on behalf of the Client and by an authorised signatory on behalf of the Supplier, and only then will such change(s) be authorised and form part of this Contract.

**Schedule 4, Annex 1**

**Change Control Notice (“CCN”)**

[Name of Client]

The purpose of this CCN is to document an agreed variation to the Services.

Change Title:			
Date:			
Description of Change:			
Service Level Reference:			
Reason for Change:			
<b>Change Evaluation Authorisation</b>		<b>Evaluation Cost (if any)</b>	<b>£</b>
<b>Position</b>	<b>Name</b>	<b>Signature</b>	<b>Date</b>
Originator:			
On behalf of Supplier: Pay Check			
On behalf of the Customer:			

## Schedule 5 – Sub Processors

Supplier to Pay Check	Relationship
BACS PAYMENT SCHEMES LIMITED	BACS Processing
BOTTOMLINE TECHNOLOGIES LIMITED	BACS Processing
CHASE DE VERE LTD	Independent Financial Advisors
CITYSPRINT (UK) LIMITED	Payroll Courier
CORPORATEC LTD	IT Support
CREDITSAFE BUSINESS SOLUTIONS LIMITED	AML Check Software
DATAGRAPHIC GROUP LTD	Online Pay Documents (Payslips/P60's/P45's)
EXCEL HR	IT Consulting
FMP HR & PAYROLL SOFTWARE LIMITED	Payroll Software
INFOTEX UK LTD	Flex Forms
INTERPRO GLOBAL	Payroll processing, Smart Sourcing & Website Hosting
INTUIT LTD	Quickbooks Software Supplier for Invoicing
LEGAL & GENERAL ASSURANCE SOCIETY LTD	Pension Provider
NEST	Pension Provider
SCOTTISH WIDOWS	Pension Provider
SHRED-IT	Confidential Data Disposal
THE PEOPLE'S PENSION	Pension Provider

## Schedule 6 – Processing Schedule

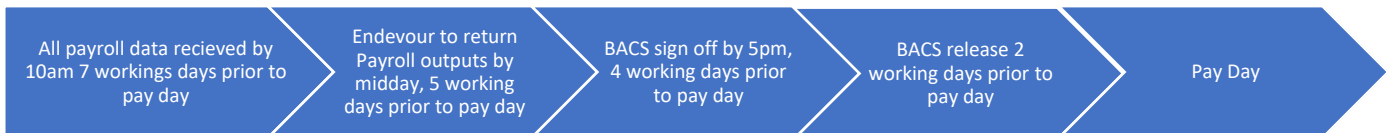
Once the payroll data has been returned, any further changes required and which are not due to the Supplier's error, will be subject to the re-run charges, detailed in the ad hoc charges in Schedule 7.

Any payroll data not received as per the detailed schedule may be subject to a late data charge to enable processing of the payroll to be completed to the same pay date.

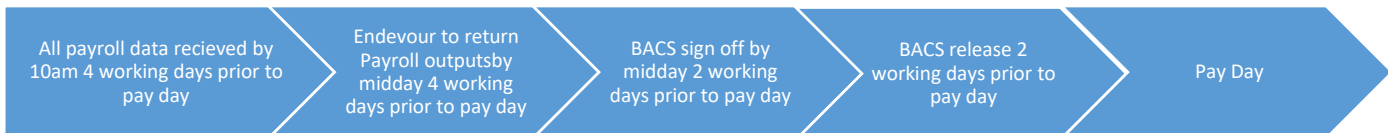
We cannot guarantee to process any payrolls where payroll data in line with the standard schedule if received later than 10am, seven working days before pay date.

### Standard Processing Schedule

Monthly/Four Weekly/Quarterly Payrolls



Weekly/Two Weekly Payrolls



A bespoke schedule may be available on request.

### BACS Sign Off

BACS sign off must be given by not later than 5pm on the 4th working day prior to pay day. If the Supplier has not received sign off by the deadline, the Supplier will follow the indicated instruction below: -

	Please place an X in your choice
1. No BACS sign off received per agreed schedule. The client agrees for the Supplier to deem automatic sign off and send the BACS file for payment.	
2. No BACS sign off received per agreed schedule. The client agrees for the Supplier to not send the BACS file and payments will then be delayed. Please tick.	

[Client must select either option 1 or 2]

||

## Schedule 7– Core Charges

## Schedule 8– Ad Hoc Charges

<b>ADHOC CHARGES</b>					
			<b>New Charge</b>		
Duplicate P60			£12.50		
Duplicate Payslip			£8.50		
Nil EPS			£22.00		
Pull BACS File			£45.00		
Client Acc Charges File charge			£22.00		
Client Acc File Charge per employee			0.78p		
Restores			£25.00		
EYU			Min Charge £125		
Mid Term			£22.00		
CHAPS -same day payments			£15.00		
<b>Rerun Fees</b>					
<b>Minimum Fees</b>	<b>Mthly Fee</b>		<b>75% Rerun C</b>	<b>Min Fee for up to 3 changes</b>	<b>Min Fee up to 10 changes</b>
1-5 monthly paid employees	49.50		£37.13	£35.00	£35.00
6-10 monthly paid employees	58.30		£43.73	£42.00	£42.00
11-15 monthly paid employees	72.00		£54.00	£51.75	£51.75
16-20 monthly paid employees	89.80		£67.35	£64.20	£64.20
21-25 monthly paid employees	106.40		£79.80	£70.00	£77.25
26-30 monthly paid employees	122.40		£91.80	£75.00	£88.20
31-40 monthly paid employees	156.00		£117.00	£80.00	£100.00
41-50 monthly paid employees	192.00		£144.00	£90.00	£110.00
51-60 monthly paid employees	227.70		£170.78	£100.00	£125.00
61-70 monthly paid employees	264.00		£198.00	£110.00	£150.00
71-80 monthly paid employees	299.70		£224.78	£150.00	£175.00
81-90 monthly paid employees	331.80		£248.85	£180.00	£200.00
91-100 monthly paid employees	366.00		£274.50	£200.00	£225.00
<b>MORE THAN 10 CHANGES FOR CLIENTS WITH 30 EMPLOYEES AND ABOVE SHOULD BE CHARGED THEIR FULL 75% RERUN FEE</b>					



SLA SIGNATURES

|

Signed for and on behalf of [ ]

By:

Name: [ ]

Title: [ ]

Date: [ ]

Signed: \_\_\_\_\_ |

Signed for and on behalf of PAY CHECK LIMITED

By:

Name: Matthew Sullivan

Title: CEO

Date 01/09/19

Signed: