

Terms of Business

Please read these Terms of Business carefully, as they set out our and your legal rights and obligations in relation to our services.

1. Definitions and interpretation

1.1 In these Terms of Business

Wageslip.com is the trading name of Wageslip Limited, a company incorporated in England and Wales (registration number 07516863) having its registered office at The Innovation Centre, University Road, Canterbury, Kent CT2 7FG.

"Business Day" means any week day, other than a bank or public holiday in England;

"Business Hours" means between 09:00 and 17:30 on a Business Day;

"Charges" means the charges specified payable by the Customer to Wageslip Limited which charges may be varied from time to time in accordance with Clause [5.7];

"Confidential Information" means:

- (a) the Customer Materials;
- (b) all information supplied by the Customer to Wageslip Limited relating to employee information of the Customer; and
- (c) any other information supplied by the Customer to Wageslip Limited (whether supplied in writing, orally or otherwise) that is marked as "confidential", described as "confidential", or reasonably understood by Wageslip Limited at the time of supply to be confidential;

"Customer" means the customer for Services under the Engagement.

"Customer Materials" means all works and materials provided by or on behalf of the Customer to Wageslip Limited for use in the production of, or incorporation into, the Deliverables;

"Deliverables" means the deliverables specified.

"Effective Date" means, in relation to the Engagement.

"Engagement" means the contract between Wageslip Limited and the Customer for the supply of Services and the delivery of Deliverables incorporating these Terms of Business and any amendments to such a contract from time to time;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including hacker attacks, virus and other malicious software attacks and infections, problems with the internet or a part of the internet, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Personal Data" has the meaning given to it in the Data Protection Act 1998;

"Services" means the payroll services supplied or to be supplied by Wageslip Limited to the Customer under the Engagement, details of which will be agreed between the parties acting reasonably from time to time;

"Term" means the term of the Engagement.

- 1.2 In these Terms of Business, a reference to a statute or statutory provision includes a reference to:
 - (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 1.3 The Clause headings do not affect the interpretation of these Terms of Business.
- 1.4 In these Terms of Business, "persons" include companies, partnerships, limited liability partnerships, unincorporated associations and trusts.
- 1.5 The ejusdem generis rule is not intended to be used in the interpretation of these Terms of Business.

2. Engagement

The Engagement will come into force on the Effective Date and will continue in force indefinitely, unless and until terminated in accordance with Clause [10]).

3. Services

- 3.1 Wageslip Limited will supply the Services to the Customer and deliver the Deliverables to the Customer in accordance with the terms of the Engagement.
- 3.2 Wageslip Limited may suspend the provision of the Services and/or withhold the Deliverables if the Customer fails to pay by the due date any amount due to Wageslip Limited in respect of the Engagement.
- 3.3 Wageslip Limited may sub-contract the provision of the Services without the prior written consent of the Customer; providing that if Wageslip Limited does sub-contract the provision of Services, Wageslip Limited will remain liable to the Customer for the performance of the sub-contracted obligations.

4. Customer obligations

- 4.1 The Customer will promptly provide to, or procure for, Wageslip Limited any:
 - (a) instructions, co-operation and support;
 - (b) information and documentation;
 - (c) third party co-operation; and
 - (d) governmental, legal or regulatory licences, consents or permits; reasonably necessary to enable Wageslip Limited to discharge its obligations under the Engagement.

- 4.2 The Customer will be responsible for ensuring that all instructions, information and documentation reasonably required by Wageslip Limited in connection with the Engagement are supplied to Wageslip Limited:
- (a) at or before the start of the relevant period specified; or
 - (b) where no relevant period is specified, at least a reasonable time before the relevant filing deadline or other applicable deadline,
- 4.3 And Wageslip Limited will have no responsibility to meet a filing deadline or other applicable deadline where the Customer does not fulfil its obligations under this Clause [4.2].
- 4.4 The Customer grants to Wageslip Limited a worldwide, royalty-free, non-exclusive licence to use the Customer Materials during the Term solely for the purposes of the Engagement.
- 4.5 The Customer warrants and represents that the Customer Materials, and their use by Wageslip Limited in accordance with the terms of the Engagement, will not infringe the intellectual property rights or other legal rights of any person, will not be illegal or unlawful under any applicable law, and will not give rise to any cause of action against Wageslip Limited or any other person in any jurisdiction.

5. Charges and payment

- 5.1 The Customer will pay the Charges to Wageslip Limited in accordance with the provisions of this Clause [5].
- 5.2 Wageslip Limited may issue an invoice for the Charges to the Customer at any time after the relevant Payroll Services have been delivered to the Customer.
- 5.3 The Customer will pay the Charges to Wageslip Limited within 30 days of the date of issue of an invoice issued in accordance with Clause 6.2.
- 5.4 Unless the context requires otherwise, all amounts stated in relation to the Engagement are stated exclusive of all value-added taxes, which will be added to those amounts and payable by the Customer to Wageslip Limited.
- 5.5 Charges must be paid by debit or credit card, direct debit, bank transfer or by cheque (using such payment details as are notified by Wageslip Limited to the Customer from time to time).
- 5.6 If the Customer does not pay any amount properly due to Wageslip Limited in connection with the Engagement, Wageslip Limited may:
- (a) charge the Customer interest on the overdue amount at the rate of 8% per year above the base rate of Barclays Bank Plc from time to time (which interest will accrue daily until the date of actual payment and be compounded quarterly); or
 - (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Wageslip Limited may elect to vary the Charges by giving to the Customer not less than 30 days' written notice of the variation.

6. Warranties

- 6.1 The Customer warrants to Wageslip Limited that it has the legal right and authority to enter into and perform its obligations required by the Engagement.
- 6.2 Wageslip Limited warrants to the Customer that:
- (a) it has the legal right and authority to enter into and perform its obligations required by the Engagement;
 - (b) the Services will be performed with professional competence and due care;
 - (c) it has, and will maintain, professional indemnity insurance cover for the duration of the Engagement;
 - (d) it will handle all Customer Materials, Deliverables and materials otherwise related to the provision of the Services with reasonable care;
 - (e) it will keep all Customer Materials and Deliverables that may be in Wageslip Limited's custody from time to time separate from its other files.
- 6.3 All of the parties' warranties and representations in respect of the subject matter of the Engagement are expressly set out in these Terms of Business. To the maximum extent permitted by applicable law and subject to Clause [7.1], no other warranties or representations concerning the subject matter of the Engagement will be implied into these Terms of Business, the Engagement or any other contract.

7. Limitations and exclusions of liability

- 7.1 Nothing in the Engagement will:
- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
 - (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
 - (c) limit any liability of a party in any way that is not permitted under applicable law; or
 - (d) exclude any liability of a party that may not be excluded under applicable law.
- 7.2 The limitations and exclusions of liability set out in this Clause [8] [and elsewhere in the Engagement]:
- (a) are subject to Clause [8.1]; and
 - (b) govern all liabilities arising under the Engagement or in relation to the subject matter of the Engagement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 7.3 Without prejudice to Clause [4.2], Wageslip Limited will not be liable in respect of any failure to meet any filing deadline or other deadline where such failure arises in whole or part out of the acts or omissions of:

- (a) the Customer;
 - (b) any officer, employee, sub-contractor, supplier, professional adviser or associated company of the Customer;
 - (c) HM Revenue & Customs, or any other governmental or regulatory body; or
 - (d) any other third party appointed by the Customer to, or that Wageslip Limited reasonably expects will, provide instructions, information or documentation to Wageslip Limited in connection with the Engagement.
- 7.4 Wageslip Limited will not be liable in respect of any loss of profits, income, revenue, use, production or anticipated savings.
- 7.5 Wageslip Limited will not be liable for any loss of business, contracts or commercial opportunities.
- 7.6 Wageslip Limited will not be liable for any loss of or damage to goodwill or reputation.
- 7.7 Wageslip Limited will not be liable in respect of any loss or corruption of any data, database or software.
- 7.8 Wageslip Limited will not be liable in respect of any special, indirect or consequential loss or damage.
- 7.9 Wageslip Limited will not be liable for any losses arising out of a Force Majeure Event.
- 7.10 Wageslip Limited's liability in relation to any event or series of related events will not exceed the greater of:
- (a) £50 and
 - (b) the total amount paid and payable by the Customer to Wageslip Limited under the Engagement during the 1 month period immediately preceding the event or events giving rise to the claim.
- 7.11 Wageslip Limited's aggregate liability under the Engagement will not exceed the greater of:
- (a) £50 and
 - (b) the total amount paid and payable by the Customer to Wageslip Limited under the Engagement.

8. Confidentiality

- 8.1 Wageslip Limited will keep confidential the Confidential Information, and will not disclose the Confidential Information except as expressly permitted by this Clause.
- 8.2 Wageslip Limited will protect the confidentiality of the Confidential Information using at least reasonable security measures.
- 8.3 The Confidential Information may be disclosed by Wageslip Limited to its

employees, officers, sub-contractors, insurers and professional advisers, provided that each recipient is legally bound to protect the confidentiality of the Confidential Information.

- 8.4 These obligations of confidentiality will not apply to Confidential Information that:
- (a) has been published or is known to the public (other than as a result of a breach of the term of the Engagement);
 - (b) was known to Wageslip Limited, and can be shown by Wageslip Limited to have been known to it, before disclosure by the Customer; or
 - (c) is required to be disclosed by law, or by an order (binding upon Wageslip Limited) of a governmental authority, a regulatory body or a stock exchange.

9. Data protection

9.1 The Customer warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to Wageslip Limited under the Engagement, and that the processing of that Personal Data by Wageslip Limited for the purposes of and in accordance with the terms of the Engagement will not breach any applicable laws (including the Data Protection Act 1998).

9.2 Wageslip Limited warrants that:

- (a) it will act only on instructions from the Customer in relation to the processing of any Personal Data performed by Wageslip Limited on behalf of the Customer; and
- (b) it has in place appropriate security measures (both technical and organisational) against:
 - (i) unlawful or unauthorised processing; and
 - (ii) loss or corruption,of Personal Data processed by Wageslip Limited on behalf of the Customer.

10. Termination

10.1 Either party may terminate the Engagement at any time by giving at least 30 days' written notice to the other party.

10.2 Either party may terminate the Engagement immediately by giving written notice to the other party if the other party:

- (a) commits any [material] breach of any term of the Engagement, and:
 - (i) the breach is not remediable; or
 - (ii) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or
- (b) persistently breaches the terms of the Engagement.

- 10.3 Either party may terminate the Engagement immediately by giving written notice to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Engagement); or
 - (d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.
- 10.4 Wageslip Limited may terminate the Engagement immediately at any time by giving written notice to the Customer if the Customer fails to pay in full and on time any amount due to Wageslip Limited whether due in respect of the Engagement or otherwise.
- 10.5 Upon termination of the Engagement all the provisions of these Terms of Business will cease to have effect, save that the following provisions of these Terms of Business will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses [1, 5.6, 7, 8, 9, 10.5, 10.6, 10.7 and 11].
- 10.6 Termination of the Engagement will not affect either party's accrued liabilities and rights (including accrued rights to be paid) as at the date of termination.
- 10.7 Promptly following the termination of the Engagement, Wageslip Limited will:
- (a) deliver to the Customer all Deliverables and Customer Materials and other files, documents and materials containing Confidential Information; and
 - (b) irrevocably delete from its computer systems all Confidential Information.

11. Notices

- 11.1 Any notice given under the Engagement must be in writing (whether or not described as "written notice") and must be delivered personally, sent by pre-paid first class post, or email, for the attention of the relevant person, and to the relevant address, or email address given below (in the case of Wageslip Limited) or as notified by one party to the other in accordance with this Clause.

Wageslip Limited
Canterbury Innovation Centre, University Road, Canterbury, Kent CT2 7FG.
Email:info@wageslip.com

- 11.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):
- (a) where the notice is delivered personally, at the time of delivery;
 - (b) where the notice is sent by first class post, 48 hours after posting; and
 - (c) where the notice is sent email, at the time of the transmission (providing the sending party retains written evidence of the transmission).]

12. General

- 12.1 No breach of any term of the Engagement will be waived except with the express written consent of the party not in breach.
- 12.2 If a term of the Engagement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other terms of the Engagement will continue in effect. If any unlawful and/or unenforceable term would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the term will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant term will be deemed to be deleted).
- 12.3 The Engagement will not constitute a partnership, agency relationship or contract of employment between the parties.
- 12.4 The terms of the Engagement may be varied except by a written document signed by or on behalf of each of the parties.
- 12.5 The Customer hereby agrees that Wageslip Limited may freely assign any or all of its rights and/or obligations under the Engagement to any third party / any successor to all or a substantial part of the business of Wageslip Limited from time to time. Save as expressly provided by the Engagement, the Customer may not without the prior written consent of Wageslip Limited assign, transfer, charge, license or otherwise dispose of or deal in any of its rights or obligations under the Engagement.
- 12.6 The Engagement is entered into for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement relating to the Engagement are not subject to the consent of any third party.
- 12.7 Subject to Clause [7.1]:
- (a) these Terms of Business will constitute the entire agreement between the parties in relation to the Engagement, and supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter; and
 - (b) neither party will have any remedy in respect of any misrepresentation

(whether written or oral) made to it upon which it relied in entering into the Engagement.

- 12.8 The Engagement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Engagement.