

# Payroll at Manx Computer Bureau

## Contract for Services

This contract is to confirm the payroll services (“the Services”) which will be provided by Manx Computer Bureau (“the Service Provider”) to ..... (“the Client”).

This document lays out the service provided and fees involved in carrying out the standard payroll service provided by the Service Provider.

The Services provided are intended to be flexible to meet your everyday needs, meaning payroll can be dealt with weekly, monthly, fortnightly, annually or on a lunar (four week) cycle. Special processing requirements, such as bespoke reports, can be accommodated in most cases.

**Your payroll details can be sent to us in a variety of ways: -**

- By Email
- By Fax
- By Hand
- By Post

**Payroll services including in Standard Charge:**

- Calculation of Tax and National Insurance Contributions for the relevant tax year.
- Production and Delivery of Standard Reports to designated contacts via Collection, Post, Fax or E-Mail
- Production of Payslips for employees and delivery of same to designated contact(s)
- Preparation of End of Year calculations and production of T14/P14/P60 year end forms for employees and generation of electronic submission data.
- Handling Holiday, Sickness, Overtime payments and other deductions
- Updating Tax Codes when notified.
- Provision of BACS Authorisation Interface providing a secure system for authorising BACS payments.

**Additional Charges**

- Additional charges may be applicable and are detailed in a separate Additional Charge Sheet.

**Payment Services**

- Manx Computer Bureau is an Authorised BACS Bureau and is able to provide direct payment services to Clients. Clients using the BACS Payment Service are required to contact their Sponsoring Bank for BACS Indirect Submitter forms to request a BACS Service Number authorising the Bureau to make payments. The Bureau will require the Company’s bank account and sort code.

In order to provide the above service efficiently, you have agreed to:

- Provide all information, including overtime, new starters/leavers with dates, pay rise details and any other information which has changed from the previous month, to be received on a timely basis, as agreed by both parties. Any recalculation of salaries, tax etc arising from late adjustments will be charged as a payroll rerun.
- Provide the name of an appropriate senior member of staff to whom Payslips will be returned.
- Provide the name of an appointed official, who will agree and authorise payments if appropriate.

- Employees are to be responsible for the completion of their own commencement of residence forms. The Client will be responsible for preparation of benefit in kind forms (T9/P11D). This contract shall apply only to the work described herein. Should further work be required over and above such work, a separate or amended contract will need to be agreed. Any work already performed in connection with this contract before the date of signature will also be governed by the terms and conditions of this contract.

## **TIMETABLE**

- The working week comprises of Monday to Thursday from 0700hrs to 1500hrs excepting Bank Holidays and Manx National Holidays.
- The Bureau is closed between Christmas Day and New Years Day, and TT Race Week
- BACS submissions must be ready before 1500hrs on the day of submission. Submission must take place at least two business days before the pay date.
- We will undertake to issue all documentation to the Client within 3 working days of receiving their instructions for payroll services.
- Any payroll services to be issued have to be provided prior to issue using the following schedule and must take into account weekends, bank holidays and the requirements of the payments system:
  - Weekly 24 hours
  - All others 48 hours
 For large payrolls, these schedules may be extended after discussion with the client.
- Amendments to Payroll 5 working days in advance of above schedule
- We cannot become liable to any alterations once the payroll service has been agreed by both parties and if alterations are required this will be adjusted on the next payroll run. The specific services provided are outlined in the service agreement included with this contract.

## **CHARGES**

Invoices will be payable thirty (30) days after receipt (issued after each monthly payroll period). In the event of early termination, work performed to that date will be charged at the standard hourly rate, pro-rated. If the timetable slips because of delays in making information or documentation or personnel available to us, we may charge additional fees for any work performed outside of the original timetable on the basis of our normal hourly rates in force when the relevant work is done. All charges quoted are exclusive of VAT and are subject to annual review.

Payment of an invoice implies acceptance of these contract terms, even if no contract has been signed to date.

- Payment for services provided by Manx Computer Bureau will be required within 30 days of receipt of invoice. Payment terms are 30 days in arrears.
- Additional charges are incurred for:
  - Same day processing
  - Changes to payrolls already completed
  - Any other activity required by the client that is not covered by the standard payroll service.
- Standard charges are based on the number of employees paid per payroll cycle and can vary from Payroll Period to Payroll Period.
- In the event an account is overdue the bureau reserves the right to suspend payroll processing until the outstanding account is settled.

## TERMS & CONDITIONS

These Terms of Business apply to the delivery of the Above Services.

### Definitions

The meanings of the following words and phrases which are widely used in these Terms of Business shall be as set out below:

**Applicable Laws** - means all applicable laws, statutes, regulations and codes from time to time in force.

**Services** - the services to be delivered by us under the Contract.

**Client** - The entity entering into this Contract and thereby agreeing to the Terms.

**Contract** – these Terms of Business and the Contract, together with any documents or other terms applicable to the Services to which specific contractual reference is made in the Contract. These definitions shall apply wherever these words and phrases are used in the Contract.

**Data Protection Legislation** - the Isle of Man Data Protection Legislation and any other United Kingdom or European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Isle of Man Data Protection Legislation** – all applicable data protection and privacy legislation in force from time to time in the Isle of Man including; the Data Protection Act 2018; the Data Protection (Application of GDPR) Order 2018; the GDPR and LED Implementing Regulations 2018; and the Unsolicited Communications Regulations 2005 as these may be amended.

### Our services and responsibilities

1. The Contract shall set out the Services to be delivered by us and associated matters. These Terms of Business shall be subject to variation if required in the Contract. Such variation to be agreed in writing between us and the Client.
2. The Services shall be delivered with all reasonable skill and care.
3. We may acquire sensitive information concerning your business or affairs in the course of delivering the Services (“**Confidential Information**”). We undertake to treat as strictly confidential and not to divulge to any third party, any Confidential Information and not to make use of any such Confidential Information without the prior written consent of the disclosing party. In relation to Confidential Information we shall be entitled to comply with any requirement of Isle of Man law or any other authority with whose requirements we are bound to comply to disclose Confidential Information. This clause shall not apply where Confidential Information properly enters the public domain. This clause shall not prohibit our disclosure of Confidential Information where we wish to disclose it to our professional indemnity insurers or advisers, in which event we may do so in confidence only. Manx Computer Bureau operates as a Data Processor as described by the Isle of Man Data Protection Legislation.

## **Ownership**

4. We shall retain ownership of the copyright and all other intellectual property rights in the product of the Services, whether oral or tangible, and ownership of our working papers. You shall acquire ownership of any product of the Services in its tangible form on payment of our Charges for any such product. For the purposes of delivering services to you or other clients, we and other Persons shall be entitled to use, develop or share with each other knowledge, experience and skills of general application gained through performing the Services.

## **Our charges**

5. We shall render invoices in respect of the Services comprising fees, outlays and VAT thereon (where appropriate), plus any overseas taxes that might be payable thereon or deductible therefrom (“**our Charges**”). Details of our Charges and any special payment terms are set out in the Contract and associated Schedule of Charges. In return for the delivery of the Services by us, you shall pay our Charges, within thirty (30) days of receipt of our invoice or at such other time as may be specified in the Engagement Letter.
6. We reserve the right to amend our charges at any time, subject to your prior written agreement.
7. We may charge interest on any outstanding balances that are 30 days overdue for payment at the statutory rate from time to time in force (this rate applying after as well as before any court award or judgement in our favour in respect of outstanding balances).
8. If the Services Contract is terminated or suspended, we shall be entitled to payment for outlays incurred to that time and to payment of fees for work done, plus VAT thereon (where appropriate). Our fees for work done, not covered by the standard charge, shall in this event be calculated by reference to our hourly rates at the time of performance of our work..
9. Failure in receiving payment within this time period may result in the service being withheld until such time as any outstanding payments are received.

## **Your responsibilities**

10. Notwithstanding our duties and responsibilities in relation to the Services, you shall retain responsibility and accountability for:
  - 10.1. the management, conduct and operation of your business and your affairs;
  - 10.2. deciding on your use of, choosing to what extent you wish to rely on, or implementing advice or recommendations or other product of the Services supplied by us;
  - 10.3. making any decision affecting the Services, any product of the Services, your interests or your affairs; and
  - 10.4. the delivery, achievement or realisation of any benefits directly or indirectly related to the Services which require implementation by you.
11. You shall not, directly or indirectly, solicit the employment of any of our employees involved in performing the Services while the Services are being performed or for a period of 3 months following their completion or following termination of the Contract, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising campaigns nor from offering employment to any of our employees, as the case may be, who may respond to any such campaign.
12. When authorising BACS Payments it is the responsibility of the Client to ensure the number of records and amounts are consistent with the reports provided.

13. If the Bureau has been asked to submit payments on behalf of the Client, a payment authorization request is to be a scanned copy sent via e-mail, prior to submission, confirming the totals and amounts to be paid and the Due Date required.
14. It remains the responsibility of the Client to ensure that payments have been made appropriate to the Due Date required.

#### **Information**

15. To enable us to perform the Services, you shall supply promptly all information and assistance and all access to documentation in your possession, custody or under your control and to personnel under your control where required by us. You shall use reasonable endeavours to procure these supplies where not in your possession or custody or under your control. You shall inform us of any information or developments which may come to your notice and which might have a bearing on the Services. You shall supply information in response to our enquiries (if any) to enable us to comply with our statutory responsibilities to make disclosures to relevant authorities in respect of money laundering and any other criminal activity that we may encounter during performance of the Services and any such disclosures may include Confidential Information.
16. We may rely on any instructions or requests made or notices given or information supplied by any person whom we know to be or reasonably believe to be authorised by you to communicate with us for such purposes. We may communicate with you by electronic mail where any such person wishes us to do so, on the basis that in consenting to this method of communication you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and that you shall perform virus checks.
17. We may receive information from you or from other sources in the course of delivering the Services. To the fullest extent permitted by law, we shall not be liable to you for any loss or damage suffered by you arising from fraud, misrepresentation, withholding of information material to the Services or other default relating to such material information, whether on your part or that of the other information sources, unless such fraud, misrepresentation, withholding or such other default is evident to us without further enquiry. For the avoidance of doubt, this does not limit our liability to you in respect of our fraud, misrepresentation or withholding of information.

#### **The Contract**

18. The Contract sets out the entire agreement and understanding between us in connection with the Services and supersedes any prior agreements, understandings, arrangements, statements or representations (unless made fraudulently) relating to the Services. Any modifications or variations to the Contract must be in writing and signed by an authorised representative of each of us. In the event of any inconsistency between the Contract and any other elements of the Contract, the Contract shall prevail. Nothing in the Contract shall operate to exclude any liability which we would otherwise have to you in respect of any statements made by us fraudulently prior to the date of the Contract.

### **Third party rights**

19. The Contract shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of the Contract which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving to or conferring on third parties contractual or other rights in connection with the Contract shall be excluded.

### **Circumstances beyond your or our control**

20. Neither of us shall be in breach of our contractual obligations nor shall either of us incur any liability to the other if we or you are unable to comply with the Contract as a result of any cause beyond our or your reasonable control. In the event of any such occurrence affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Contract on notice taking effect immediately on delivery.

### **Waiver, assignment and sub-contractors**

21. Failure by any one of us to exercise or enforce any rights available to us shall not amount to a waiver of any rights available to either of us.

22. Neither of us shall have the right to assign the benefit (or transfer the burden) of the Services Contract to another party without the written consent of the other of us.

23. Subject to the terms of Clause 32 below and to your prior consent, we shall have the right to appoint sub-contractors to assist us in delivering the Services. Where we appoint sub-contractors under this clause, we may share Confidential Information with them and for all purposes in connection with the Contract we shall accept responsibility for their work which shall be deemed to be part of the Services.

### **Third parties**

24. Subject to complying with this Clause, if you breach any of your obligations under the Contract and there is any claim made or threatened against us by a third party, you shall compensate us and reimburse us for and protect us against any direct loss, damage, expense or liability incurred by us which results from or arises from or is connected with any such breach and any such claim. We shall use best endeavours to mitigate any such loss, damage, expense or liability, shall give you all information and assistance as you require to review the claim and act in accordance of your instructions to such claim. If any payment is made by you under this clause you shall not seek recovery of that payment from us at any time.

### **Termination**

25. The Contract is for a minimum period of one year from commencement. After this period the following clause applies.

26. Each of us can terminate the Contract or suspend its operation by giving 90 days' prior notice ("the Notice Period") in writing to the other at any time. Termination or suspension under this clause shall be without prejudice to any rights that may have accrued for either of us before termination or suspension and all sums due to us shall become payable in full when termination or suspension takes effect.

27. In the event clause 26 is not satisfied, a charge in lieu of notice will be levied for the period from the last payroll received to the end of the Notice Period.

## **Data protection**

28. Both parties will comply with all applicable requirements of the Data Protection Legislation. These Clauses relating to data protection is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
29. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and Manx Computer Bureau Limited is the processor (the “**Service Provider**”). The Schedule sets out the scope, nature and purpose of processing by the Service Provider, the duration of the processing and the types of personal data and categories of data subject.
30. Without prejudice to the generality of Clause 28, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Service Provider for the duration and purposes of this Contract.
31. Without prejudice to the generality of Clause 28, the Service Provider shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this Contract:
- (a) process that personal data only on the documented written instructions of the Client unless the Service Provider is required by Applicable Laws to otherwise process that personal data. Where the Service Provider is relying on the laws of the Isle of Man, the United Kingdom or European Union Law as the basis for processing personal data, the Service Provider shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Service Provider from so notifying the Customer;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
  - (d) not transfer any personal data outside of the Isle of Man, the United Kingdom or European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
    - (i) the Client or the Service Provider has provided appropriate safeguards in relation to the transfer;
    - (ii) the data subject has enforceable rights and effective legal remedies;

- (iii) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - (iv) the Service Provider complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- (e) assist the Client, at the Client 's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Client without undue delay and in any event within 24 hours on becoming aware of a personal data breach;
- (g) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the Contract unless required by Applicable Law to store the personal data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with these Clauses relating to data protection and allow for audits by the Client or the Client's designated auditor and immediately inform the Client if, in the opinion of the Service Provider, an instruction infringes the Data Protection Legislation;
32. The Customer does not consent to the Service Provider appointing any third party processor of personal data under this Contract. If the Service Provider proposes to appoint a third party processor of personal data in relation to the personal data to be processed under the Contract, the Service Provider shall not engage a third party processor of personal data without specific prior written authorisation from the Client. The Client shall be entitled to object where any intended changes concerning the addition to or replacement of a third party processor of personal data are proposed.
33. Either party may, at any time on not less than 30 days' notice, revise these Clauses relating to data protection by replacing them with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

#### **Severability**

34. Each clause or term of the Contract constitutes a separate and independent provision. If any of the provisions of the Contract are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

#### **Capacity**

35. You agree to and accept the provisions of the Contract on your own behalf and as agent for Other Beneficiaries. You shall procure in such circumstances that any Other Beneficiaries shall act on the basis that they are a party to the Contract, as if they had each signed a copy of the Contract and agreed to be bound by it. However, you alone shall be responsible for payment of our charges.



**Law and jurisdiction**

36. The Contract shall be subject to and governed by Isle of Man law and all disputes arising from or under the Contract shall be subject to the exclusive jurisdiction of the Manx courts.

I hereby agree to the terms and conditions of this contract and the terms and conditions governing the service provided by Manx Computer Bureau. Use of the Service is deemed to be acceptance of the Contract Terms described here.

Company Name:	.....
Address:	.....
	.....
	.....
Contact:	

in respect of Manx Computer Bureau

with a commencement date of .....

Signature: .....  
Manx Computer Bureau Limited

Signature: .....

Name:

Name:

Date:

Date:

## **Schedule**

### **Processing, Personal Data and Data Subjects**

1. **Processing by the Supplier**

1.1 **Scope**

To produce the full remit of a monthly payroll in the Isle of Man, including, but not limited to making BACS payments.

1.2 **Purpose of Processing**

To ensure the accurate and timely payroll function for the Client

1.3 **Duration of the Processing**

Indefinite period - subject to compliance of all areas of the terms and conditions

2. **Types of Personal Data**

All relevant documentation to be able to produce a monthly payroll including submission of current tax documentation as required in the Isle of Man

3. **Categories of Data Subject**

Employees of the Client