

Terms and Conditions

Payroll Charges

The charges for the Virtual Business Source (VBS) production of payroll reports and payslips shall be as per the Processing Rate Schedule from time to time in force or per a separate agreement with you.

VBS will provide their Payplus payroll service as per the Payroll Service Level Agreement (PSLA).

VBS will invoice you in accordance with the above charges on a monthly basis and accounts must be settled within 30 days of invoice date. Where a Direct Debit is in place VBS will collect the amount due by direct debit 4 working days prior to the end of the following month. Any cancellation of the direct debit will be construed as a breach of this agreement. VBS reserves the right to charge a 1.5% per month finance charge to all overdue balances including accounts where the direct debit is not honoured.

- VBS reserves the right to suspend processing if there are any overdue balances extending beyond 52 days of receipt of invoice.
- VBS reserves the right to charge a reasonable administration fee (£20) for clients repeatedly being requested for balances overdue by more than 52 days.

For companies, as directors you guarantee to pay any fees (including disbursements) for services provided to the company that the company is unable to pay. This clause shall become effective in the event of a receiver or liquidator being appointed to the company or the company otherwise being wound-up.

Payroll Errors

Any errors committed solely by VBS will be made good at VBS cost provided that the client shall have notified VBS in writing or by email of the error within one week of the payroll payment date as defined in the Payroll Service Level Agreement.

Payroll Contract Term

The PSLA may be terminated by either party upon 3 months' written notice, the notice period to commence at the date of services of the said notice. Verbal notice will not be acceptable under any circumstances and the notice requirement shall not be waived by any act, omission or statement by any employee, servant or agent of VBS. VBS will continue to store your data during the notice period. VBS will charge you in accordance with the current processing rate for any month in respect of which no data is submitted whether that month be during or prior to the notice period. Any cancellation of the direct debit before the outstanding balance is cleared will be construed as a breach of this agreement.

In the event of a substantial breach by either party the other shall serve written notice requiring all the reasonable steps are taken by the party in default to remedy the breach within 30 days and in the event of the breach not being so remedied then the offended party may give a further 30 days notice of termination of the agreement whereupon the agreement shall terminate without prejudice of liabilities accrued to the date of termination.

Data and Reports

By entering into this agreement you confirm that you have all intellectual property rights necessary for VBS to receive and process the data and you will indemnify VBS against any liabilities that may arise from use of the data as processed.

VBS accepts no liability for the data in respect of any event outside VBS direct control except to the extent that such event is contributed by negligence of VBS and in any case VBS shall take all reasonable steps to mitigate any such loss of data.

The risk and responsibility in respect of the payroll reports shall pass to you upon transmission by VBS by portal upload, email Royal Mail post or courier service, provided such reports have been accurately addressed.

VBS confirms that all data received from you and all data returned to you will be treated in the strictest confidence and that no such data or information will under any circumstances be passed to a third party, without your permission.

Online Software – Availability

VBS and the third party providers of online software used in delivering online services made available via a website will use best endeavours to ensure availability of the online software at all times.

The third party online software providers used by VBS, as part of providing the payroll services, all hold data in the European Economic Area (EEA) or in jurisdictions that use the EU-US Privacy Shield with multiple connections to the internet and with emergency power supplies. The third party servers have real-

time replication both within the data centres and to physically separate locations in order to give continuity of service.

You may only use the online software and websites for your own lawful business purposes and in accordance with the VBS agreements with you.

Online Software – Security

The security of your data is taken very seriously and the online software has been designed from the start with this as a primary requirement. When accessing and using the online software delivered by or through VBS as part of the payroll services you must:

- not attempt to undermine the security or integrity of computing systems or networks;
- not use, or misuse, the online software in any way which may impair the functionality of the software or websites, or other systems used to deliver the payroll services or impair the ability of any other user to use the online software or websites;
- not attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which the online software is hosted;
- not transmit, or input into the online software or websites, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use); and
- not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the payroll services or to operate online software or websites except as is strictly necessary to use either of them for normal operation.

Online Software – Ownership of Data

Title to, and all Intellectual Property Rights in, the data inputted by you or with your authority remains your property. However, your access to the data is contingent on full payment of the appropriate fees when due. You grant our third party providers the right to use, copy, transmit, store, and back-up your information and the data for the purposes of enabling you to access and use the payroll services and for any other purpose related to provision of services to you.

Online Software – Backup of Data

You must maintain copies of data input into online software used in the payroll services. Our third party providers adhere to best practice policies and procedures to prevent data loss, including daily system data backup regimes, but do not make absolute guarantees that there will be no loss of data. VBS expressly excludes liability for any loss of the data no matter how caused.

Online Software - support

Support calls in relation to use of online software can be made to VBS during normal office hours (8.30 am to 5.00 pm) or, if as part of the payroll services, with our third party providers direct.

Retention of records

During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you following the completion of our work. Whilst certain documents may legally belong to you, we may destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. If you require retention of any document you must indicate that fact to us.

Payroll and PAYE records will be retained by us for 6 years after the end of the tax year to which they relate and will then be destroyed.

Identification

At the start of our relationship with you and from time to time during the period of our relationship, we are required by law to check your identity. This can be carried out manually by reviewing and copying identity documents, such as passports, driving licences and utility bills or, in order to verify the information you provide about your identity, we can make searches electronically about you with a fraud prevention agency. Sources that are checked include the Electoral Roll. In some cases we may ask you to supply at least one original document of confirmation of your identity, address or both, which we will use along with the electronic checks we perform. Any documents provided to us will be recorded and copied as part of our Anti Money Laundering requirements.

Assessment of Creditworthiness

We reserve the right at all times to obtain information from third parties and other external sources and searches may be made on your file at a licensed credit referencing agency and the search trace may be recorded on your file. Undertaking such searches or obtaining such information will assist us in assessing your creditworthiness and ability to pay our fees and charges pursuant to our agreement with you.

Client monies

We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from other VBS funds.

In order to avoid an excessive amount of administration, interest will only be paid to you where the amount of interest that would be earned on the balances held on your behalf in any calendar year exceeds £25. Any such interest would be calculated using the prevailing rate applied by Lloyds Bank Plc for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross. If the total sum of money held on your behalf exceeds £10,000 for a period of more than 30 days, or a sum is likely to be held for more than 30 days, then the money will be placed in an interest-bearing client bank account designated to you. All interest earned on such money will be paid to you. Subject to any tax legislation, interest will be paid gross.

Electronic Communication

Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an email without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you, except to the extent that any such errors or problems arise as a result of negligence by VBS. If you do not agree to accept this risk, you should notify us in writing that email is not an acceptable means of communication.

It is the responsibility of the recipient to carry out a virus check on any attachments received.

Investment Business

VBS is not authorised by the Financial Conduct Authority (FCA) to conduct Investment Business. VBS has an arrangement with Provisio Limited which is authorised and regulated by the FCA and which can be used for any such services.

Data Protection

For the purpose of these data protection provisions Personal Data means any and all personal data in respect of which you are a data controller and which will be processed by VBS in the performance of its obligations under these terms and conditions, where personal data, process and data controller have the meanings given to them in the Data Protection Act 1998 and, after May 25 2018, meanings given to them in the General Data Protection Regulation (EU) 2016/679 (Data Protection Legislation).

VBS shall maintain any valid and up-to-date registration or notification required under the Data Protection Legislation.

VBS shall only process Personal Data: (a) for the purpose of providing the services to you; or (b) as otherwise expressly authorised by you. VBS shall not process the Personal Data outside the EEA without your prior written consent.

Should the performance of the VBS' obligations under these terms and conditions involve the processing by VBS of any Personal Data in respect of which you would be a data controller, the provisions of Annex 1 shall apply.

VBS shall implement appropriate technical and organisational measures to protect Personal Data against unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of the Personal Data including encrypting all Personal Data stored and/or processed on all digital or electronic portable storage devices.

VBS shall promptly notify you if: (a) the subject of any Personal Data makes a written request to have access to Personal Data or any complaint or request relating to your obligations under Data Protection Legislation; or (b) it becomes aware of any loss, damage, destruction, or unauthorised processing or accidental disclosure of Personal Data.

Legal Compliance

For the purpose of the provisions below, whether a person is associated with another person shall be determined in accordance with the relevant sections of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and a person associated with VBS includes any VBS Personnel or any other persons who are performing services in connection with this Agreement.

VBS warrants, represents and undertakes on an ongoing basis that:

- it has put in place and shall maintain throughout the term of the PSLA all processes, procedures and compliance systems reasonably necessary to ensure that Modern Slavery and/or Bribery and/or Tax Evasion does not occur within VBS' business or down its supply chain;
- it shall and shall procure that all persons associated with it shall: (1) comply with all Relevant Laws in performing the services; (2) not engage in any activity, practice or conduct which would constitute Bribery and/or

Modern Slavery and/or Tax Evasion; (3) immediately notify you (in writing) if VBS or any persons associated with it who perform or have performed services for and/or on behalf of VBS is investigated by any law enforcement agency or customer in relation to Bribery and/or Modern Slavery and/or Tax Evasion; (4) immediately notify you (in writing) if Bribery and/or Modern Slavery and/or Tax Evasion has occurred, or VBS has reasonable cause to believe any have occurred, in VBS' business or within VBS' supply chain; and (5) not do, or omit to do, any act that will cause or lead you to be in breach of Relevant Laws. A breach of any part or all of this clause shall be a material breach that is incapable of remedy for the purposes of these terms and conditions;

➤ it shall ensure that any person associated with VBS who is performing services in connection with the PSLA does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on VBS in this clause ("Relevant Terms"). VBS shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to you for any breach by such persons of any of the Relevant Terms.

For the purpose of the above Legal Compliance provisions, the following terms shall have the following meanings:

"Bribery" means conduct which constitutes an offence under the Bribery Act 2010 or which would constitute an offence under the Bribery Act 2010 if that Act were in force in the jurisdiction where the conduct took place;

"Modern Slavery" means conduct which constitutes an offence under the UK's Modern Slavery Act 2015, or which would constitute an offence under the Modern Slavery Act 2015 if that Act were in force in the jurisdiction where the conduct took place;

"Relevant Law" means any statute, enactment, ordinance, order, regulation, guidance or other similar instrument (including those relating to Bribery and Modern Slavery) in any jurisdiction, including any jurisdiction from which the services are provided or in which any services are received, which relate to the performance of the PSLA;

"VBS Personnel" means any employee of VBS and any subcontractor, agent or any other individual who may perform the services on behalf of VBS; and

"Tax Evasion" means conduct that constitutes any criminal offence of tax evasion or facilitation of tax evasion in any jurisdiction, including the tax evasion facilitation offences under section 45(1) and 46(1) of the Criminal Finances Act 2017."

Money Laundering Reporting

In common with all accountancy and legal practices we are required by The Proceeds of Crime Act 2002 and The Money Laundering Regulations 2007 to:

- maintain identification procedures for all new clients;
- maintain records of identification evidence;
- report, in accordance with the relevant legislation and regulations, to the Serious Organised Crime Agency (SOCA).

Contracts (Rights of Third Parties) Act 1999

Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

Liability Provisions

We will perform the engagement with reasonable skill and care. The total aggregate liability to you, as a body, of whatever nature, whether in contract, tort or otherwise, of Virtual Business Source Limited for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement, excluding any breach of data protection provisions, shall not exceed ten times your annual fee.

Professional Indemnity Insurance

In accordance with the disclosure requirements of the Services Regulations 2009 our professional indemnity insurer is Travelers Insurance Company, Exchequer Court, 33 St Mary Axe, London EC3A 8AG. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim bought in any court in the United States of America or Canada.

Applicable law

These terms and the PSLA are governed by, and construed in accordance with English law. The Courts of England will have exclusive jurisdiction in relation to

any claim, dispute or difference concerning these standard terms of engagement and the PSLA and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

Notice

Notice under this agreement shall be given in writing by email or first class post (which shall be deemed to be received 48 hours after posting) or facsimile transmission (which shall be deemed to be given at the date of transmission) or by personal delivery at the last known business trading address of the party.

Help us to give you the right service

If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know, by telephoning Robin Mead, Managing Director.

We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns.

Virtual Business Source Limited, Registered Number: 6642764 England
The Nexus Building, Broadway,
Letchworth Garden City, Hertfordshire SG6 3TA

T&C (February 2018)

Annex 1

Data Protection Addendum for Controller – Processor Relationships

1. In this Data Protection Addendum:
 - 1.1. “Data Protection Act” means the Data Protection Act 1998;
 - 1.2. “Data Protection Annex” means the Annex attached to this Data Protection Addendum;
 - 1.3. “Data Protection Laws” means all laws relating to data protection, data privacy and/or information security which are applicable to the services and/or the performance by each party of its obligations under the terms and conditions, including the Data Protection Act, the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case as amended, repealed, replaced or supplemented from time to time;
 - 1.4. “GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679);
 - 1.5. the following terms (and their derivatives) shall, where applicable, have the meanings given to each of them in the Data Protection Act until 25 May 2018, from which time they shall have the meanings given in the GDPR, in each case as amended, replaced or supplemented from time to time:
 - 1.5.1. “data controller” or “controller” (which terms are used below interchangeably);
 - 1.5.2. “data processor” or “processor” (which terms are used below interchangeably);
 - 1.5.3. “data protection officer”;
 - 1.5.4. “data subject”;
 - 1.5.5. “international organisation”;
 - 1.5.6. “Member State”;
 - 1.5.7. “personal data”;
 - 1.5.8. “personal data breach”;
 - 1.5.9. “processing”;
 - 1.5.10. “supervisory authority”;
 - 1.5.11. “third country”;
 - 1.5.12. “Union”; and
 - 1.6. any reference to the Data Protection Act shall only have effect until and including 24 May 2018, and any reference to the GDPR shall only have effect from and including 25 May 2018.
 2. VBS acknowledges that in the course of performing its obligations under the terms and conditions it may be required to process personal data on your behalf. The parties acknowledge and agree that, in respect of any such personal data, you shall be the data controller, and VBS shall be the data processor, for the purposes of the Data Protection Laws.
 3. VBS warrants, undertakes and represents on an ongoing basis that, to the extent it processes any personal data as data processor in connection with the provision of the services:
 - 3.1. it has in place, and shall continue to have in place, appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - 3.2. it shall process the personal data only on and in accordance with documented instructions from you (which may be given by email), including with regards to transfers of personal data to a another country or international organisation, unless required to do so by Union or Member State law to which VBS is subject, in which case VBS shall inform you in writing of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. VBS shall immediately inform you in writing if, in its opinion, an instruction from you infringes the GDPR or other Union or Member State data protection provisions;
 - 3.3. it shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 3.4. it shall take all measures required pursuant to Article 32 (*Security of Processing*) of the GDPR;
 - 3.5. it shall not engage another processor without your prior specific written, or general written, authorisation. Where VBS has your prior general written authorisation, VBS shall inform you in writing in advance of any intended additional or replacement processors, giving you the opportunity to object to such changes. In the case of any such objection, VBS shall not engage such additional or replacement processor;
 - 3.6. if VBS engages another processor, VBS shall ensure that the same data protection obligations as set out in these terms and conditions (including this Data Protection Addendum) shall be imposed on that other processor by way of a written contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Laws. VBS shall ensure that any such processor complies with such obligations and
- VBS shall remain fully liable to you for the performance by such other processor of such obligations;
- 3.7. it shall, taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject’s rights laid down in Chapter III (*Rights of the data subject*) of the GDPR;
 - 3.8. it shall assist you in ensuring compliance with the obligations in Section 2 (*Security of personal data*) and Section 3 (*Data protection impact assessment and prior consultation*) of the GDPR, taking into account the nature of processing by VBS of the personal data and the information available to VBS;
 - 3.9. at your request, and in any event after the end of the provision of the services, it shall promptly return all the personal data to you (in a commonly readable format specified by you acting reasonably), and delete all existing copies unless Union or Member State law requires storage of the personal data;
 - 3.10. it shall make available to you all information necessary to demonstrate compliance with the obligations set out in this Data Protection Addendum and allow for and contribute to audits, including inspections, conducted by you or any auditor mandated by you, and shall provide reasonable assistance to you and any auditor in respect of such audits;
 - 3.11. it shall comply with the Data Protection Laws and it shall not, by any act or omission, cause you to be in breach of the Data Protection Laws;
 - 3.12. it has sufficient expert knowledge, reliability and resources to implement technical and organisational measures which will meet the requirements of the Data Protection Laws, including for the security of the processing;
 - 3.13. taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for rights and freedoms of natural persons posed by the processing, it shall implement appropriate technical and organisational measures, including where appropriate pseudonymisation, which are designed to implement data-protection principles, such as data minimisation, in an effective manner and to integrate the necessary safeguards into the processing in order to meet the requirements of the Data Protection Laws, to protect the rights of data subjects, and to ensure and to be able to demonstrate that processing is performed in accordance with the Data Protection Laws. Those measures shall be reviewed and updated where necessary and VBS shall keep you informed in reasonable detail from time to time and also on request as to such reviews and updates;
 - 3.14. it shall implement appropriate technical and organisational measures for ensuring that, by default, only personal data which are necessary for each specific purpose of the processing are processed. That obligation applies to the amount of personal data collected, the extent of their processing, the period of their storage and their accessibility;
 - 3.15. it shall not transfer, or permit the transfer, of the personal data to another country or international organisation unless you have given your prior written consent and such transfer complies Data Protection Laws (and in particular Chapter V (*Transfers of personal data to third countries or international organisations*) of the GDPR);
 - 3.16. it shall promptly inform you if any personal data is lost or destroyed or becomes damaged, corrupted or unusable and will restore such data at its own expense;
 - 3.17. it shall notify you within 24 hours of becoming aware of any personal data breach in relation to the personal data processed or to be processed by VBS pursuant to these terms and conditions. Such notification shall be in writing and shall include at least the information set out in Article 3 of the GDPR to the extent such information is available to VBS. VBS shall immediately update such notification if additional information becomes available to it from time to time;
 - 3.18. it shall only allow access to the personal data to such of the VBS personnel who need access to the personal data in order that VBS can perform its obligations under these terms and conditions;
 - 3.19. it shall not process any personal data which falls within any category of data listed in Article 9(1) of the GDPR; and
 - 3.20. to the extent it processes any personal data which was not originally provided to it by you, such personal data was acquired by it in a manner permitted by Data Protection Laws.
4. Without prejudice to the foregoing provisions of this Data Processing Addendum, to the extent that the provision of the services involves any personal data in respect of which VBS is the data controller, VBS warrants, undertakes and represents on an ongoing basis that it shall comply with the Data Protection Laws with respect to all such personal data.

Data Protection Annex

5. If VBS receives notice (whether or not from you) of, or otherwise becomes aware of, any claim, complaint, request, direction, query, investigation, proceeding or other action of any data subject, court, regulatory or supervisory authority, or any body, organisation or association as referred to in Article 80 (*Representation of data subjects*) of the GDPR, in each case which relates in any way to any personal data processed in connection with these terms and conditions (collectively, "Regulatory Action"), or any threat or possibility of any Regulatory Action, then VBS shall:
- 5.1. immediately notify you in writing with reasonable detail of the Regulatory Action, including copies of any relevant correspondence;
 - 5.2. obtain your prior written approval of any action that VBS proposes to take or refrain from taking in response to or in order to comply with any Regulatory Action;
 - 5.3. allow you, at your request, to take over the conduct of any Regulatory Action;
 - 5.4. provide you with full co-operation and assistance with respect to any Regulatory Action; and
 - 5.5. disclose and supply to you in utmost good faith all facts, circumstances, information, documents and materials which might reasonably be considered relevant to, or which you request in relation to, any Regulatory Action,
- except, in each case, to the extent that VBS is prohibited from doing so by applicable law. This paragraph 4 is without prejudice to VBS' obligations under Article 31 (*Cooperation with the supervisory authority*) of the GDPR.
6. At your request, the parties shall review and update this Data Processing Addendum as may be reasonably required to reflect any changes to Data Protection Laws during the Term. The parties shall act in good faith and use all reasonable endeavours to agree such updates to this Data Processing Addendum within 45 days of your request. If the parties are unable to agree the required changes in a binding written agreement within such period, or such longer period as the parties agree in writing, you may, on not less than 14 days' written notice to VBS, terminate these terms and conditions and the PSLA.
7. As between you and us, all personal data processed by VBS in connection with the provision of the services shall be your property. Nothing in these terms and conditions (including this Data Protection Addendum) shall, or is intended to, transfer any aspect of ownership in such personal data to VBS.
8. To the extent the performance of the VBS obligations under these terms and conditions involves the processing by VBS of any Personal Data in respect of which you would be a data controller, the parties will set out in the Data Protection Annex details of the subject-matter and duration of the processing to be undertaken by VBS, the nature and purpose of such processing, the type(s) of personal data to be processed, and the categories of data subjects which are subject to such processing.

Subject matter of the processing of personal data to be undertaken by VBS:	VBS is to act as processor with respect to certain data relating to your employees for the purpose of providing payroll services.
Duration of the processing of personal data to be undertaken by VBS:	For the term of the PSLA (which is governed by these terms and conditions) and then until VBS has provided a copy of the personal data to you in the agreed format and all copies of the personal data have been deleted.
Nature and purpose of the processing of personal data by VBS:	VBS shall process personal data for the purpose of providing the payroll services under the PSLA and these terms and conditions.
Type(s) of personal data to be processed by VBS:	Employee data, including (but not limited to) full names, addresses, dates of birth, NI numbers, bank details, pay details, tax codes.
Categories of data subjects which will be subject to VBS' processing of personal data:	Your employees.
Agreed process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing:	The VBS directors continually keep all aspects of data security under review and make changes and improvements as deemed necessary. In addition, VBS has a regular audit by Bacs which focusses on data security and from which any recommendations are implemented.