



Service Agreement

Parties:

The Company:

The Local Payroll Company
16 Napier House,
Elva Way
Bexhill on Sea
East Sussex
TN39 5BF

The Client/ Data Controller:

Bexhill Town Council
Town Hall
London Road
Bexhill-on-sea
East Sussex
TN39 3JX

1. Definitions

- 1.1 The Company and the Client are as listed above.
- 1.2 GDPR means The General Data Protection Regulations 2016.
- 1.3 Data Processor, Data Controller, Data Subject and Personal Data shall have the meanings given to them by GDPR.
- 1.4 BACS means the Bankers Automated Clearing Service.
- 1.5 RPI means the Retail Price Index.

2. Services

- 2.1 The Company is in the business of the provision of payroll services and the Client wishes to retain the Company to provide payroll services upon the terms set out in this agreement.
- 2.2 The Company agrees to provide the range of Services selected by the Client at such intervals to suit the Client's procedures for the payment of salaries to its employees. The range of services and charges are listed at the end of this contract.
- 2.3 The Client acknowledges that this Agreement contains the whole agreement between the parties and it has not relied upon any oral or written representations made to it by the Company or its employees. This Agreement supersedes any prior agreement between the parties without prejudice to any rights which have already accrued to either of the parties.
- 2.4 This agreement may be terminated by either part by giving the other three months' notice in writing.

3. Provision of information from Client

- 3.1 In consideration of the Services to be rendered by the Company under this contract, the Client agrees to provide all necessary information and documents within the time scales outlined below to enable the Company to supply the service.
- 3.2 Non BACS Clients agree to provide the Company with the relevant information necessary to process the payroll at least three working days prior to the date the payroll result is required.
- 3.3 BACS Clients agree to provide the Company with the relevant information necessary to process the payroll at least four working days prior to the BACS input date (See attachment for Bacs Bureau Service conditions which form part of this contract).
- 3.4 Under normal circumstances the Company will endeavour to process this data within two working days but this cannot be guaranteed.
- 3.5 At times of the year when additional information is to be processed i.e. pay rises etc. the Client should provide the data in the format agreed with the Company in advance of this date
- 3.6 Where EPayslips form part of the contracted service they will be uploaded on an agreed date once approval has been provided by the Client.

4. GDPR requirements

- 4.1 The General Data Protection Regulations that come into force on 25th May 2018 require the Data Controller (the Client) and the Data Processor (the Company) to have a written agreement in place where Personal Data is processed. This written agreement is required to include a number of specific items.

5. Personal Information held

5.1 The Company will hold some or all of the following Personal Data dependant on the extent of services provided to the Client:

- Name and address
- Date of birth
- National Insurance number
- Personal tax code
- Remuneration
- Statutory absence records
- Student loan details
- Attachment of Earnings Orders
- Pension information
- Holiday entitlement
- Email address
- Bank Account details (To enable the automated payment of remuneration where required).

6. Data Protection Compliance

- 6.1 The Data Controller authorises The Company to process the Personal Data of their employees for the purpose of calculating the payroll including pension contributions, benefits and other entitlements. This processing is undertaken by the Company to enable the Client to fulfil their legal obligations under both the HMRC reporting requirements and the requirement to provide their employees with a statement of pay and deductions. The Company will not process the personal data for any other reason except on written instructions from the Data Controller.
- 6.2 The Company shall not transfer Personal Data to any third party without written instructions of the Data Controller.
- 6.3 The Company will not appoint a sub-processor without the written agreement of the Data Controller.
- 6.4 The Company shall promptly comply with any requests from the Data Controller requiring the Company to amend, transfer, delete, or otherwise dispose of Personal Data.
- 6.5 The Data Controller agrees to ensure that all Personal Data passed to the Company has been collected in accordance with GDPR guidelines.
- 6.6 The Company will assist the Data Controller in meeting their GDPR obligations as far as the requirements of the legislation dictate in relation to audits and inspections, the security of processing, notification of personal data breaches, data protection impact assessments and, obligations to consult with their supervisory authority.
- 6.7 The Company will implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration or disclosure.
- 6.8 The Company will keep detailed records of all processing activities carried out on the Personal Data.
- 6.9 The Company will inform the Data Controller immediately if it is asked to do anything that infringes GDPR.
- 6.10 The Company will inform the Data Controller immediately if it becomes aware of any form of Personal Data breach, including any unauthorised or unlawful processing, loss of, damage to, or destruction of any of the Personal Data.
- 6.11 The Company will assist the Data Controller in meeting their responsibilities with regards to subject access requests and rectifications under GDPR.

7. Confidentiality

- 7.1 To assist in protecting personal data the employees of The Company will only deal with Clients pre nominated staff members.
- 7.2 Employees of the Company are contractually obliged to keep Personal Data confidential.

8. Deletion and or disposal of Personal Data

- 8.1 The Company will at the written request of the Data Controller, delete the Personal Data or return it to the Data Controller in a format reasonably requested by the Data Controller and within a reasonable time after the request.
- 8.2 The Company will keep Personal Data and processing results for a period of three years in addition to the current financial year in line with the Clients HMRC inspection requirements. After this period the data will be deleted.
- 8.3 At the termination of the agreement with the Client the Company will retain the Personal Data for a period of three months following the last payroll run. After this date the Personal Data will be deleted.
- 8.4 The above retention period will be reduced at the request of the Data Controller.

9. Bacs Payment Scheme

9.1 The Company provides a Bacs bureau service for which the attached conditions form part of the agreement.

10. Charges

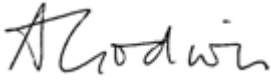
10.1 The scale of charges is listed below. Any additional service or facility the Client requests will be quoted for by the Company prior to that work being undertaken or facility provided.

10.2 The scale of charges for the currently agreed services will remain the same until March 2023. After that date the Company reserves the right to increase prices each April by an amount up to the RPI of the preceding January.

10.3 Clients will be invoiced monthly in arrears. Payment will be due on receipt of invoice.

10.4 The Company reserves the right to refuse to process the payroll if the account is overdue.

£2.80 +VAT	Per payslip OR
£40.00 +VAT	Minimum charge per pay run
£10.00 +VAT	Minimum rerun fee/ Nil return to HMRC
£10.00 + VAT	Auto enrolment service- per upload
£30.00 +VAT	Pension Declaration of Compliance (if required)
£0.30 + VAT	Per P60 uploaded
Postage	Any postage sent to the Client or elsewhere on their behalf will be charged at current Royal Mail stamped prices

Signed for and on behalf of Local Payroll Co Ltd:  Company Director	Signed for and on behalf of the Client: Name: Position:
Date: 4 th April 2022	Date:

BACS BUREAU SERVICE

The Company will calculate net wages and salaries payable, after appropriate deductions, based upon information supplied to the bureau by the client and in accordance with the statutory tax and national insurance rates appropriate at the time. The Company will arrange for the payment of wages and salaries to the Client's employees using BACS.

The Client will advise the Company of any changes to 'Payroll Processing Dates' at least one month in advance of such dates.

Should the Company's payroll operations be disrupted for any reason, the Company will provide the Client with as full a service as possible.

The Company will advise the Client should its payroll operations be disrupted to such an extent that there is likely to be an adverse effect to the service provided to the Client.

The Client will provide the Company with details of employee bank accounts, (namely bank name, address, sorting code, account number and account name) and ensure that the Company is advised of any changes to these details.

The Client will check the payroll summary report on the day of receipt and ensure that the Processing Date and the Client's bank details are correct. The Client will verify that the information contained on the payroll summary reports is in accordance with the information supplied to the Company to calculate the wages and salaries due to the Client's employees.

The Client will check the payroll summary report to ensure that:

- The number of transactions equate to the number of the Client's employees
- The total value of payments is in line with the Client's normal wages and salaries for the period involved
- That the total value of payments does not exceed the limit negotiated with the Client's BACS sponsor
- No single payment is exceptional, after taking account of overtime and special payments or bonuses
- No more than one payment is destined for the same account except where more than one employee shares a joint account

The Client will inform the Company of any errors identified on the payroll summary reports no later than 12 noon on the day of receipt. If no errors are identified, the Client will sign and return the BACS submission authority no later than 11am on Input Day.

The Client will arrange the cancellation of individual payments by contacting their BACS sponsor. If it is necessary to withdraw the whole BACS file, the Client will contact the Company before 3pm on Input Day.

The BACS Input Report provides details of the payments that have been sent electronically by BACS on behalf of the Client. The Client must collect their copy of the Input Report via the Internet following email notification from BACS. If the Client is unable to collect their BACS Input Report for any reason, they must contact their BACS sponsor before 11am on Processing Day for verification of the BACS transmission.

The Client will check the BACS Input Report to:

- Ensure that User Number and Name in the main heading block on Page 1 of the report reflect the Client's registration with BACS
- Ensure that both the number and value of payments agree with the payroll summary report forwarded to the Client by the Company
- Ascertain details of any rejected or adjusted reports

The Client is responsible for dealing with any rejected or adjusted records identified in the BACS Input Report. The Client must immediately advise their BACS sponsor, and the Company of any errors identified on the BACS Input Report

DEFINITIONS

Payroll Processing Date: At least 4 working days BEFORE BACS Input Day

BACS: BACS Ltd

BACS Sponsor: The Bank or Building Society sponsoring the Client to use BACS

BACS Processing Cycle: Day 1: Input Day (the last day when the file may be received by BACS)

Day 2: Processing Day

Day 3: Debit/Credit Day (the day when the items should reach their destination)