

Terms & Conditions

1. Introduction

1.1 These terms and conditions govern the provision of services by

Enable Limited (company registration no: 4552449) whose registered office is at Victoria House, 125 Queens Road, Brighton, East Sussex BN1 3WB and which trades as **Nannytax, Nannytax+, Stafftax, Stafftax+, Enable Payroll, Quartz Payroll** and **Enable Autoenrol**.

In these Terms and Conditions references to “We”, “Us” or “Our” shall be references to Enable Limited and references to “You”, “Your”, or “Client” shall be references to any person to whom We agree to provide services. References to the “Parties” are to You and Us.

2. Subscription Services

2.1 We offer a ‘payroll agent’ service on payment of an annual subscription. This service includes acting as the Client’s agent when dealing with HMRC, the production of regular employee payslips, and production of summaries showing the Client’s liability for tax and National Insurance as an employer. The service also includes the electronic submission of all HMRC required end-of-year employer returns which are due within the annual subscription period.

2.2 Our **Nannytax+** and **Stafftax+** services include making payments to employees on behalf of Clients. Additional Terms and Conditions apply to these services as set out in Appendix 1.

2.3 We offer a “pension administrator” service as **Enable Autoenrol** which includes acting as the Client’s agent when dealing with The Pensions Regulator, making deductions related to pension contributions, and record keeping. This service is subject to additional Terms and Conditions as set out in Appendix 2.

2.4 In all cases We are not a party to any employment or other arrangement entered into between a Client and that Client’s employee and We are not therefore responsible for fulfilling any legal obligation or making any payment required by law that may arise as a consequence of the relationship between employer and employee.

2.5 All pay periods administered by Enable Limited and its trading brands are based upon calendar weeks or calendar months. Other payroll periods requested by clients (e.g. mid-month to mid-month) will generally not be accepted.

3. Employer Obligations

3.1 It is the Client’s responsibility to check and approve all payslips to ensure that the specific pay they have stipulated is accurate on the payslip produced.

3.2 We shall not be liable for any loss, damages or claims arising from errors in documentation or calculations due to the Client having failed to check a payslip and to notify Us of any errors.

3.3 It is the Client’s responsibility to download (if electronic), and/or to distribute (if paper), all payslips to their employee/s.

3.4 Except where Clients have subscribed to the enhanced Nannytax+ and/or Stafftax+ service, it is the Client's responsibility to pay any wages/ salary due to the employee and all tax, National Insurance, and any other charges due to HMRC.

3.5 Any changes to a Client or employee's circumstance, or information concerning changes in employment arrangements, should be provided in good time. If there is any delay which results in extra work, We reserve the right, at Our discretion, to charge an additional fee to cover the additional work involved.

3.6 We shall not be liable for any unpaid tax, pension contributions, National Insurance contributions or other levies due to HMRC, the Pensions Regulator or any other Government agency howsoever these arise. The Client is the employer and solely responsible for these.

3.7 We shall not be liable for any additional tax and National Insurance liabilities which may arise as a consequence of a Client agreeing to pay a net wage to his or her employee where variations in that employee's personal tax code from the standard single person's tax allowance in any given tax year result in the employer incurring additional liability to that which would have been incurred had a gross wage been agreed.

3.8 We shall not be liable for any fine, penalty or interest levied by HMRC, The Pension Regulator or any other Government agency which may arise including as a result of employment arrangements existing prior to a Client subscribing to the service or for any retrospective liability due as a consequence of late-filing a declaration of retrospective liability where the Client subscribed to the service after the due date.

3.9 In the event of a dispute arising between a Client and their employee, We will act on the Client's instructions. However, factual payroll information will not be unreasonably withheld from a Client's employee who will generally have a statutory right to access their PAYE records. We reserve the right to advise a Client where their proposed course of action in a dispute is in breach of his or her statutory obligations as an employer, and to refuse to carry out any such instructions from a Client if this is the case.

3.10 In consideration of receiving services from Us, the Client agrees to:

- a) provide such information as may reasonably be required to enable Us to provide the services and to ensure that all such information and data provided is complete, true and accurate;
- b) co-operate with Us in all matters relating to the services;
- c) comply with all applicable laws, regulations, regulatory policies, guidelines, or codes of conduct in place in connection with the services;
- d) comply with any requests to confirm the identity of Client or any employee, including such verification as We require of name, age, and address.

3.11 Client shall and does hereby indemnify Us, our officers and employees in respect of all fines, penalties, interest, losses, costs, claims and damages resulting from any act or omission of Client in respect of Client's obligations under these Terms and Conditions including, without limitation, in respect of all matters for which We are expressly not liable hereunder.

3.12 You authorise Us to act on the basis of any email sent from Your usual email address or from any other email address provided it reasonably appears to have been sent by You. We shall have no liability for any act or omission occurring as a result of any email being sent but not received by Us as a consequence of any telecommunications system failure or otherwise.

4. Charges

4.1 All subscriptions will run for a specified period, normally twelve months, from the first week or month of tax records maintained on behalf of a Client. One subscription covers one employee, or any number of single employees employed consecutively (but not concurrently) over a twelve-month period.

4.2 Where a Client subscribes and requires retrospective services, the subscription period will be calculated in line with the start of the retrospective period in question. Any additional payment required to complete extra work, must be made prior to the commencement of this work.

4.3 All Subscription fees are payable in full, annually in advance. Thereafter, subscription fees will be payable upon the renewal of the contract for a further twelve-month period, or for such period as may be agreed. Failure to pay by the date of renewal of the contract will result in the suspension of any services being provided.

4.4 Where Statutory Sick Pay or Statutory Maternity Pay calculations are carried out on behalf of a Client in parallel with additional payroll calculations for a second or replacement employee during the same payroll period, an additional fee shall be payable in respect of such additional services.

5. Third Party Services

5.1 'Nannytax HR' and 'Stafftax HR' are services provided by Ward Williams Limited or an associated company and not by Us. We shall have no liability for any costs, claims, loss or damage, direct or indirect, arising as a result of any advice provided in the course of such services or of any other service provide by any third party introduced by Us.

5.2 Should We introduce any third-party provider of services to a Client, We will bring to the Client's attention that such organisation is not controlled by Us. The Client is under no obligation to use the services of any third-party service provider introduced.

5.3 "Nannytax HR", "Stafftax HR" and any other third party services shall be subject to any applicable terms and conditions of their respective providers.

6. Events outside Our control

6.1 We will not be liable for any failure or delay in performing any obligation if the failure or delay is caused by any circumstance beyond Our reasonable control. Without limitation such causes may include power failure, internet service provider failure, strikes, lock-outs or other industrial action, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic or other natural disaster.

7. Whole Agreement

7.1 Each party to this contract acknowledges that these terms and conditions and any order confirmation comprise the whole agreement between the parties and that it has not relied on any oral or written representation made to it which is not set out herein.

8. Changes to Terms

8.1 We reserve the right to alter, amend and reissue these terms and conditions as may reasonably be required as a result of changes in law, or as a result of issues that arise in the course of providing a service to its Clients. Where possible clients will be notified in advance of any changes to terms and conditions which affect them.

9. Additional Rights For Consumers

9.1 The provisions of this Clause 9 apply only where You are entering into an agreement with us as a consumer, wholly or mainly outside Your trade, business, craft or profession.

9.2 You may for any reason cancel your agreement with Us during the 14 day period after the agreement is entered into. However, if you expressly request and We provide services to You during that 14 day period You must pay for them in proportion to the annual charge. To exercise the right to cancel you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or an email). You may use the model cancellation form attached as Appendix 4 but it is not obligatory. You can also electronically fill in and submit the cancellation form on our website. We will communicate an acknowledgement of receipt by email without delay. If You cancel as allowed by this Clause 9 We will refund the payment you have made within 14 days of receiving Your cancellation less the amount due for any Services that We have provided to You.

9.3 We provide Services to You for domestic and private purposes. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. By receiving services You agree that you will not use the Services for such purposes.

9.4 Nothing in these Terms and Conditions shall exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.

9.5 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

10. Termination

10.1 We may terminate our agreement at any time by giving to the Client not less than three months' written notice in writing.

10.2 We may terminate our agreement at any time on 14 days' written notice if we are unable to provide the services due to an event outside of our control.

10.3 In the case of termination pursuant to Clause 10.1 or 10.2 We shall make a proportionate refund for any Services We have not yet provided but for which payment has been made.

10.4 We may terminate our agreement immediately by giving you written notice if (i) You fail to make any payment due to Us on time or (ii) You are in material breach of any of Your obligations which is not capable of remedy (iii) You are in breach of any term or condition which is capable of remedy and You fail to remedy that breach within 30 days after receiving notification requiring such remedy or are in persistent breach of any term or condition (iv) You become subject to an administration order or enter into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) become bankrupt or (being a company) go into liquidation; or if an encumbrancer takes possession, or a receiver is appointed, of any of Your property or assets or (being a business) You threaten to cease to carry on business.

10.5 If You cease to employ the employee to whom Our services relate (or any replacement employee) before the relevant subscription period has expired, You will be entitled to a subscription refund, upon request, in line with the current fee tariff. Our refund policy takes into account the right to deduct any necessary sums to cover additional work required to file statutory reports on behalf of the Client and to correspond with HMRC to close the Client's PAYE Scheme.

11. Money Laundering Regulation

11.1 We are and will remain registered with HMRC in respect of applicable regulations designed to combat money laundering activity and the funding of terrorist or criminal activity in the UK. We are required to, and will comply with all such relevant legislation and appropriate guidelines including requirements to verify the identification of Our clients. For this purpose, You agree to provide all such documents and information as We may require.

12. Personal Data

12.1 Both Parties shall comply with all applicable data protection requirements of all legislation in force in the UK from time to time relating to data protection and privacy and nothing in these Terms and Conditions shall relieve either Party of such obligations.

12.2 You shall ensure that You have in place all necessary consents and notices required to enable the lawful transfer of personal data to Us for the purpose of enabling Us to perform the services.

12.3 For complete details of Our processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our privacy notice.

13. Confidentiality

13.1 We shall hold all information relating to You or Your employees as confidential and shall not use or disclose the same except as may be necessary or desirable in the performance of the services or as may be

required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

14. Limitation of Liability

14.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

14.2 We will not be liable for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

14.3 Nothing in these terms and conditions seeks to exclude Our liability for death or personal injury caused by Our negligence, or for fraud or fraudulent misrepresentation.

14.4 Our liability to You shall not in any event exceed the value of the annual subscription paid by You for the relevant service.

15. Waiver

15.1 The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

16. Severance

16.1 The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the agreement are found to be unlawful, invalid or otherwise unenforceable, such provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the agreement). The remainder shall be valid and enforceable.

17. Third Party Rights and Assignment

17.1 A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

17.2 We may assign the agreement or any part of it to any person, firm or company without the prior consent of the Client. The Client shall not be entitled to assign the agreement or any part of it without Our prior written consent.

18. Notices

18.1 Any notice required or permitted to be given by You to Us shall be in writing and addressed to the Managing Director at Our registered office address or such other address as we may notify to You.

18.2 Any notice required or permitted to be given by Us to You shall be in writing and addressed to (in the case of an individual) Your usual place of residence last advised to Us or (in the case of a company) at Your registered office address or in either case such other UK address as You may notify to Us from time to time.

18.3 An email shall constitute a written notice and shall be deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

19. Governing Law and Jurisdiction:

19.1 These terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms.

Appendix 1: Additional Terms - Nannytax+ & Stafftax+

- a) The Nannytax+/Stafftax+ administration charge for providing the enhanced (monthly payroll only) service, which includes making payments to the employee and HMRC on behalf of the Client via direct debit access to the Client's bank account, will be charged monthly and will be taken by direct debit from the Client's account at the time of drawdown of the funds required for paying the employee's wages.
- b) It is the Client's sole responsibility to advise Us of any amendments to their employee(s) pay details giving at least six days' prior notice. We reserve the right to apply a £6 administration fee to cover any back processing required because of the Client's failure to notify of any payroll amendments within the required timescale.
- c) It is the Client's sole responsibility to ensure that they check:
 - a. all notifications received from Us which detail monthly amounts due, and
 - b. all payslips, immediately they are received/made availableand that they immediately notify Us of any errors requiring correcting.

It is the Client's sole responsibility to advise Us of any changes to either their own, or their employee's bank account details in good time, giving at least six days' notice prior to any funds being required to be taken from their own bank account, or payments made to their employee's bank account.

- d) It is the Client's sole responsibility to check any payslips, liabilities and invoices that follow a request to amend or change payroll information prior to a pay run. We will not be liable for any over/underpayment of an employee's wages or HMRC liabilities resulting from the Client's failure to check and approve any payslip or other document following changes made at the Client's request.
- e) It is the Client's sole responsibility to ensure that sufficient funds are in place in their own bank account to cover any amounts required to pay to their employee(s) and HMRC.

- f) In the event of a direct debit failing due to an error by the Client or their bank, it is the Client's responsibility to arrange an alternative method of payment to ensure that We have received sufficient funds to meet the Client's responsibilities regarding employee pay and HMRC liabilities.
- g) In the event We are required to collect necessary funds via credit card, debit card or bank transfer a £15 fee will apply.
- h) In the event of late notification or failure to advise Us of amendments to pay details, it is the Client's sole responsibility to reclaim any overpayment of wages from their employee.

Appendix 2: Additional Terms - Enable Autoenrol

- a) In accepting these terms, You are confirming that you understand that there are multiple pension scheme providers, and that We offer a default service using NEST (National Employment Savings Trust), and that You have read and understood NEST's terms and conditions.
- b) Should you wish to use another pension service provider you must inform Us upon subscribing to the services, giving full details of which pension scheme provider is being used.
- c) At all times whilst being a participating employer, you must comply with the provisions of the relevant pension scheme rules and any applicable regulatory and statutory obligation and nothing herein shall relieve you of such obligations or mean that We are responsible for Your compliance.
- d) While We will make all reasonable efforts to make Clients aware of the pension contributions and legal duties of their proposed or actual employment arrangements under the PAYE system, We shall not be liable for unpaid contributions or legislation breaches that may arise out of a Client's unfamiliarity with or lack of understanding of Autoenrolment legislation in terms of their own particular employment arrangements. It is the Client's responsibility to seek appropriate professional advice if required.
- e) We shall not be liable for any additional contributions or fines issued by The Pensions Regulator because of a Client's failure to follow advice given.

Appendix 3: Additional Terms – Quartz Payroll

- a) The Quartz Payroll service shall automatically renew at the expiry of an initial twelve month period and (unless and until otherwise terminated in accordance with Our terms and conditions) shall continue until either party shall have given three months' notice of termination, such notice having effect no earlier than the date upon which the initial twelve month period expires.
- b) Quartz Payroll service (for SME businesses) is subject to a monthly charge. Clients are invoiced each month at the agreed rate, and the invoice is due for payment within 45 days via direct debit.
- c) Non-payment of an invoice will result in suspension of any services being provided at that time. We shall not be liable for any consequences arising from the suspension of service due to non-payment of an invoice.
- d) Where a Client requires additional services outside of the standard payroll service, these will be charged at the current additional services rates as stipulated or advised at the time.

- e) We will only act as payroll agent in respect of a Client's employees who are resident in the UK and who are UK taxpayers and Our services will cease in respect of any individual employee at such time as that employee is relocated outside the UK.
- f) We will provide a payroll service subject to the prevailing regulations stipulated by HM Revenue & Customs in force from time to time. These include all staff employment regulations and rules governing Director status.
- g) Upon initial subscription We will not discuss payroll queries with individual employees unless specifically requested by the Client. Unless We receive such a request from a Client, queries will only be discussed with the Client's nominated payroll administrator.
- h) The Client must provide notice of any changes to its payroll by the dates notified to and agreed with Us at the commencement of the Client's subscription or as subsequently amended with Our agreement. Where salary payments are made by BACS transfer on the Client's behalf, We shall not be liable for any payments made in error where the error is caused by late notification by the Client of changes to the payroll.
- i) We will not process any BACS transfer until it has received authorisation in the prescribed form from the person notified by the Client. We shall not be liable for late payment of employees caused through late authorisation.
- j) The Client will notify Us in writing of the name of the authorised person (or persons) able to inform Us of changes to either employee personal data or payroll processing data, and also of the person (or persons) who is (are) authorised to approve the BACS transfers.

Appendix 4: Enable Limited Cancellation Form

To Enable Limited (company registration no: 4552449), whose registered office is at Victoria House, 125 Queens Road, Brighton, East Sussex BN1 3WB and which trades as Nannytax, Nannytax+, Stafftax, Stafftax+, Enable Payroll, Quartz Payroll and Enable Autoenrol.

I/We [*] hereby give notice that I/We [*] cancel my/our contract for the supply of Payroll Subscription Services.

Subscription start date:

Customer Number:

Customer Name:

Customer Address:

Customer signature:

Date: