

SmartOffice
VIRTUAL BUT PERSONAL

SmartPay Terms & Conditions

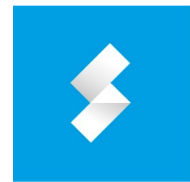
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Contact Details

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Registered in Jersey Company No: 115938
Registered in Jersey for GST No: 0040071



In these Conditions the following terms shall have the meaning indicated: "the Agreement" shall mean the contract between SmartOffice and the Customer to which these Conditions apply; "the Customer" shall mean the person, company or organisation to whom SmartOffice agrees to provide the Services in accordance with these Conditions; "SmartOffice" means Smart Office Limited trading as "SmartOffice", Jersey Registered Company Number: 115938 whose registered office is at Sunnyside, Roussel Street, St Helier, Jersey JE2 3PP (and where the context requires shall include its successors assignees); "Services" means the services to be provided by SmartOffice to the Customer under the Agreement.

Smart Office Limited acts in the capacity of payroll provider on behalf of customers to its service. As payroll provider Smart Office Limited is not a party to any employment arrangement entered into between a customer and that customer's employees and is therefore not responsible for fulfilling any statutory obligation or making any payment required by statute that may arise as a consequence of the relationship between employer and employee.

All pay periods administered by Smart Office Limited will be based upon calendar weeks or calendar months. Other payroll periods requested by customers will generally not be accepted since Smart Office Limited computer systems and payroll runs are based upon complete weekly or monthly cycles. Where employment starts or ends during a week or month the first (or last) wage slip processed will be to/from the date specified.

Smart Office Limited customers are required to provide full and accurate information concerning their company and staff. Smart Office Limited will not be held responsible or bear any liability for any consequences that may arise as a result of any incorrect information presented by a customer.

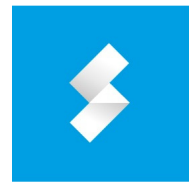
Smart Office Limited services will run for a minimum period of 12 months from the service commencement date provided in the first invoice from Smart Office Limited, thereafter the customer will give 1 months' notice of service termination.

The Customer undertakes to provide SmartOffice with all information and co-operation that SmartOffice reasonably requires to enable SmartOffice to perform the Services and to observe its obligations under the Agreement.

Where a customer requires additional services from those detailed in the sales proposal, these will be charged at an agreed rate before work commences.

Smart Office Limited payroll provider service is subject to weekly/monthly charge. Customers are invoiced monthly in arrears as per our individual agreement, this is based on their payroll numbers and frequency. Payment is by variable Direct Debit to be setup at the time of the service commencement. The customer will be notified by e-mail of the amount and date that the funds will be debited from the Customers nominated account. All invoices submitted by SmartOffice shall be treated as agreed unless the Customer notifies SmartOffice of any discrepancies within 7 days of the date of the invoice. All charges under the Agreement shall be subject to GST at the prevailing rate.

Non-payment by the due date of each invoice may result in the suspension of any payroll provider services being provided by Smart Office Limited at that time. Smart Office Limited will not accept any liability or bear any responsibility for any consequences arising from the suspension of the payroll provider service.



Smart Office Limited requires all alterations to payroll to be received by the agreed deadline as detailed in the sales proposal provided. Any instructions received after the agreed deadline where customers' require amended wage slips may result in the customer receiving an additional charge.

Where information concerning changes in employment arrangements are provided late by a customer, and especially where this results in a significant amount of extra work, Smart Office Limited reserves the right to charge an additional fee to cover the additional work involved.

Where a customer's particular circumstances result in a significantly increased amount of work for Smart Office Limited, subject to notification to the customer Smart Office Limited reserves the right to charge an additional fee to cover such additional work.

In the event of a dispute arising between a customer and that customer's employee, Smart Office Limited will act on the customer's instructions. Smart Office Limited also reserve the right to advise a customer, where that customer's 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 customer if this is the case.

Smart Office Limited will not discuss payroll queries with individual employees unless specifically requested by the client. Unless Smart Office Limited receives such a request from a client, queries will only be discussed with the customers nominated payroll administrator.

The client will notify Smart Office Limited in writing of the name of the authorised person (or persons) able to inform Smart Office Limited of changes to either employee personal data or payroll processing data.

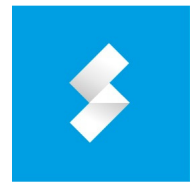
Smart Office Limited will not bear any responsibility for penalties or interest charges that may arise as a consequence of failure on a customer's part to make Income Tax and/or Social Insurance Contributions liability payments by the due dates.

Smart Office Limited will not accept liability for overpayment or underpayment of wages incurred as result of an error in processing a customer's specified wage for any period in excess of one month from the date on which the first payslip for a full period of a week or month at the newly instructed rate is sent to a customer. It is each customer's responsibility to check payslips received from Smart Office Limited to ensure that the information on them is correct as of payslip date.

Smart Office Limited reserves the right to alter, amend and re issue the terms and conditions under which it provides its service as a result of changes in tax or employment law or as a result of issues that arise in the course of providing a service to its customers. Customers will be notified in advance of any changes to the terms and conditions of Smart Office Limited which affect them.

Smart Office Limited observes a strict duty of confidentiality and will not disclose information held by it to any person without the customer's consent unless compelled to do so by law. Smart Office Limited's Payroll database of client information is securely protected against unauthorised entry.

Each party to this contract acknowledges that this contract together with the signed Sales Proposal contains 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 in this contract. This paragraph is not intended to relieve a party of any liability incurred for fraud.



Information about individual customers and their employees is kept strictly confidential in accordance with the Data Protection (Jersey) Law 2005.

SmartOffice shall have no liability to the Customer under the Agreement if it is prevented from, or delayed in performing, its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of SmartOffice or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

No variation of the Agreement or these Conditions shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

This agreement shall be interpreted with Jersey Law and both parties agree to be bound by the jurisdiction of the Courts of the Island of Jersey.