



**PayPacket**  
help that pays

# **Managed Account Agreement**

PayPacket Limited, 4th Floor, The Hub, 40 Friar Lane, Nottingham NG1 6DQ

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between

1 **PAYPACKET LIMITED** (Registered Number 05592310) of 4th Floor, The Hub,  
40 Friar Lane, Nottingham, NG1 6DQ ('we' or 'us'), and  
2 (Print name and address)  
( 'you' )

## 1. INTRODUCTION

We provide payroll management and account services. You wish us to calculate amounts due and pay salary to persons employed by you. We will provide those services on the terms set out in this Agreement.

In this Agreement 'Carer' means a person employed by you and for whom we provide payroll management services to you.

## 2 PAYROLL SERVICES

2.1 We shall calculate the wages due and any tax or other payments in respect of Carers notified to us by you. We will make those calculations using information that you provide to us.

2.2 We shall only take instructions to calculate or make payments from persons that you have authorised to do so. You must give us that authorisation in writing.

2.3 We shall agree with you how often you want us to pay your Carers and the information that you will need to send to us to allow us to calculate the payments.

2.4 We shall provide the following services:

2.4.1 we shall calculate the payment due to each Carer after making the necessary deductions and provide you with a printed payslip for each Carer with a copy for your records;

2.4.2 if you ask us to, we will return to you the timesheets that you give us after we have filled in the payment details on those timesheets;

2.4.3 every time we make a payroll calculation for you we will send you a report which will set out clearly the money that we will collect from your bank account;

2.4.4 where you instruct us to we will register as your agent and we will register for Online Filing with the Revenue and Customs service. We shall also instruct Revenue and Customs to contact us electronically;

2.4.5 where you are to pay us by prepaid debit card we will tell you the date and time by which you must make a payment to us;

2.4.6 we will store securely all your payroll records for at least 4 years;

2.4.7 at each year end we will produce P60 Forms for each Carer;

2.4.8 we will make payments directly to each Carer's bank account if you have given us the money to make those payments by the time that they are due to be made;

2.4.9 we will make payments on your behalf electronically to the Revenue and Customs if you have given us the money to make those payments by the time that they are due to be made;

2.5 We shall provide the services to you using reasonable care and skill and in accordance with all laws that apply.

### 2.6 PLEASE NOTE CAREFULLY that:

2.6.1 we will not be responsible for losses or expenses caused by any miscalculations that we make due to you or a Carer giving us incorrect or incomplete information;

2.6.2 we will do whatever we reasonably can to make the calculations at the right time, but we will not be responsible for any losses or expenses caused by us receiving information from you too late to allow us to make calculations in time for a Carer's contractual pay date.

2.6.3 where you have a prepaid debit card for use in making payments to us and the money that we ask you to provide to us is not paid by the date and time that we have given you for payment, it may result in your Carers not being paid or not being paid on time.

2.7 You confirm that we are appointed as your agent and authorised to perform all necessary administrative tasks for the purpose of processing your payroll, providing you with a pension management service and for dealing with all relevant third parties on your behalf including (by way of example and not by way of limitation):-

2.7.1 HM Revenue and Customs (HMRC) (where we will register for online filing and instruct HMRC to contact us electronically); and

2.7.2 National Employment Savings Trust (NEST) for all purposes relating to the provision of a pension for the Carer including (by way of example and not by way of limitation) agreeing to NEST's Employer Admission Agreement electronically and agreeing to NEST's terms and conditions on your behalf.

2.7.3 The Pensions Regulator for all purposes relating to Pension scheme registration, compliance declarations and statutory record keeping.

### **3 MANAGED ACCOUNT SERVICES**

In addition to the payroll management services described in section 2, we will also provide to you the following account management services:

3.1 We will open a bank account for you at our bank

We reserve the right to change banks without consulting with you

3.2 We will use the bank account to receive money paid by the Local Authority, Social Services or any other funding provider for your care. We will use the money in the account for:

- Payment of wages or salary to your Carers
- Making payment to Revenue and Customs under the PAYE scheme
- Paying for Employer's Liability Insurance for you
- Paying our agreed service fees; and
- Paying any bank charges relating to the account
- Making other payments on your behalf that have been approved by you or your support worker. If we make such payments for you, you must provide us with an invoice from the supplier of the goods or services for which the payment is made and you will compensate us fully for any loss or damage that we may suffer if you do not provide us with such an invoice or other evidence of payment.

3.3 The money in the bank account will belong to you. We will compensate you for any loss of that money arising from a claim made against us by a third party

3.4 You agree that you will have no access to the bank account. If you want to withdraw money from the account it can only be done with the written permission of the provider of the funds (Local Authority, Social Services or other funding provider).

3.5 You agree that you shall not be entitled to receive any interest payment in respect of the money in the account. We will have the right to keep any such interest payments.

### **4 CONFIDENTIALITY**

We shall keep your information secret. We may have to give your information to the Local Authority, its agents or to other people that provide funding to you to pay for your care. We may also have to give your information to other people where we are required to do so by law. You agree to us giving up your information in those circumstances. You will keep our information secret unless you are required by law to give it to someone else.

## **5 EMPLOYMENT OF CARERS**

- 5.1 You agree that we are not and will not become the employer of any Carer as a result of entering into this agreement. You will compensate us fully for any loss or damage that we may suffer as a result of anyone claiming that we are the employer of a Carer.
- 5.2 You agree that you will remain the employer of each Carer and are responsible for all the obligations of an employer towards each Carer.

## **6 ENDING THIS AGREEMENT**

- 6.1 This agreement will start on the date given at the top of the first page.
- 6.2 Either you or us can end this agreement by giving one month's notice in writing to the other. This agreement cannot be ended in any other way unless you and we both agree. When this agreement ends we will pay back any money that is left in your account to the funder who provided it.
- 6.3 Ending this agreement will not affect any rights that we or you already have on the date that it ends, including the right to be compensated for losses that either you or we have suffered.

## **7 OUR CHARGES**

### **7.1 Our Payroll charges**

You agree that you will pay our charges for carrying out the services for you.

Our charges are:

£10 for each calculation where you have 1 Carer and an additional £2 per additional carer - i.e.

£12 for each calculation where you have 2 Carers

£14 for each calculation where you have 3 Carers etc.

There is an additional charge of £20 per annum for providing HMRC with a year end reconciliation and carrying out year end procedures on your behalf.

This charge is payable in April each year.

### **7.2 Our Pension charges**

Our set up costs vary dependent upon which pension scheme provider you have chosen to use. They are:

- NEST £25
- NOW Pensions £60
- The People's Pension £60

This is a one-off charge made at the time we set up your scheme for you. These charges include all the initial set up, administration and compliance for your workplace pension scheme.

Our Annual Maintenance Fees vary dependent upon which pension scheme provider you have chosen to use. They are:

- NEST £25
- NOW Pensions £60
- The People's Pension £60

This is an annual maintenance charge payable each year that we administer your workplace pension scheme for you.

Please note: All the charges are subject to VAT at the current rate of 20%

### **7.3 Our Managed Account Charges**

Our charge for opening and maintaining a Managed Account on your behalf are £50 per annum. This charge is paid annually in April each year.

All the charges are subject to VAT at the current rate of 20%

**8 OTHER MATTERS**

8.1 We shall not be required to carry out any of the services or any of our other duties under this agreement if we are unable to do so as a result of anything that is beyond our reasonable control. Things beyond our reasonable control will include:

- changes to laws or other government policies
- extreme bad weather or other acts of God
- strikes or other industrial disputes
- riots or other civil commotion
- breakdowns in bank systems

8.2 This agreement is personal to you and you may not pass on your rights and obligations under it to any other person unless we agree in writing.


8.3 If any part of this agreement is declared to be illegal, invalid or unenforceable that part shall be deemed to be removed from this agreement. This agreement shall continue between us, but without the removed part.

8.4 You agree that this agreement sets out all the terms of the agreement between us. Any previous agreements between us relating to the services shall have no effect and you shall not be able to rely on their terms. It does not matter whether those previous agreements were made only by word of mouth or were in writing.

8.5 This agreement is made under English law. Any claims under this agreement may only be made in the English Courts.

Signed by You or on your behalf

Print name and relationship if signing on behalf of the receiver of the services

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Signed on behalf of PayPacket Limited by [ ]

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