

Parent and Carer Alliance



Care Action Protect Empower

## SCHEDULE OF SERVICES

This schedule should be read in conjunction with the service agreement.

### 1. RESPONSIBILITIES AND SCOPE FOR PAYROLL SERVICES

#### 1.1. Recurring compliance work

1.1.1. We will prepare the UK payroll for each payroll period (4-weekly) to meet UK employment tax requirements, specifically:

- a) calculating the pay as you earn (PAYE) income tax deductions;
- b) calculating the employees' national insurance contributions (NIC) deductions;
- c) calculating the employer's NIC liabilities;
- d) calculating statutory payments, for example, statutory sick pay and/or statutory maternity pay;
- e) calculating reclaims of statutory payments, for example, maternity payments
- f) calculating employee and employer pension contributions for employees who are members of workplace pension schemes (including those who are auto enrolled) on the basis of the information that you provide to us;
- g) processing any employee and employer pension contribution refunds through the payroll on the basis of the information that you provide to us;
- h) calculating other statutory and non-statutory deductions, including employment allowance;
- i) submitting information online to HMRC under Real Time Information (RTI) for PAYE; and

1.1.2 If required, we will provide the payroll-associated workplace pensions administration services set out in Appendix 1 to this schedule. Any advice or assistance we provide to you on pension scheme selection will be provided to you in your capacity as an employer rather than to you personally as an individual and, as such, will not constitute regulated investment business advice. We will inform you of the workplace pension scheme provider(s) that are compatible with our payroll software and discuss with you the workplace pension scheme provider(s) you are considering using so that we can discuss any practical implications with you. You are aware that we have not assessed your specific needs against the factors that should be considered when selecting a scheme, and therefore that there may be other pension schemes available that could be more appropriate for you, and you accept full responsibility for selecting this/these pension scheme(s).

1.1.3 You will provide us with complete and accurate information regarding your employees, including ordinary working location, pension tax protection status and any changes in employee working, including starting a notice period, so that we can determine whether their employment status has changed in relation to auto-enrolment. You will review our assessments of your employees and accept responsibility for the completeness and accuracy of the assessments.

You will notify us within 5 working days of your receiving any workplace pension scheme joining or opt-in notices, including the date you received the notice and the full names, addresses, gender, date of birth, national insurance number (NINO), unique email address and, if different from any standard rules agreed in accordance with the checklist, their pensionable pay, the relevant employer, and employee contribution rates, the relevant pension scheme, how tax relief is operated, i.e., relief at source or net pay; and whether their pension contributions will be made via salary sacrifice.

## 1.2. Ancillary payroll services

- 1.2.1. By no later than 4 days following the payroll period end, we will prepare and send to you the following documents for delivering information to HMRC:
- a) Full Payment Submission (FPS) for taxable pay for each employee;
  - b) a payslip for each employee;
  - c) a form P45 for each leaver;
  - d) a workplace pension contributions report showing i) any employee and employer pension contributions payable in respect of each employee to the respective workplace pension scheme(s) of which they are members and the due date(s) for payment; ii) any employee pension contribution refunds payable to any employee; and iii) any employer pension contribution refunds due to you for any employee who has ceased membership of the scheme(s).
- 1.2.2. Each month or quarter (as determined by HMRC) we will send a report showing the PAYE and NIC liability and due date for payment.
- 1.2.3. We will submit FPS online to HMRC on the basis of the data provided by you. FPS must normally reach HMRC on or before the contractual payday, i.e., the date that employees are entitled to be paid.

For each tax month we will prepare, if appropriate, an Employer Payment Summary (EPS) from the information and explanations that you provide to us. (Examples of EPS data include statutory payments, employment allowance, construction industry scheme deductions and confirmation that no payments were, or will be, made to employees during that tax month or for future tax months.)

We will submit the EPS online to HMRC on the basis of the data provided by you. (The EPS must reach HMRC by the 19th of the month following the tax month to which it relates.) You must ensure that the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities as set out below.

- 1.2.4. At the end of the tax year, we will:
- a) prepare the final FPS (or EPS) and submit this to HMRC on the basis of the data provided by you; (the due date for submitting final FPS is on or before the last actual payday of the tax year (however as made clear above we will still require to know the contractual pay day too as that is held within the FPS), failing which, the final EPS for the year must reach HMRC by 19 April following the end of the tax year;) you must ensure that the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities as set out below;
  - b) prepare and send a Form P60 for each employee on the payroll at the year-end so they can be given to employees by the statutory due date of 31 May following the end of the tax year;

We will deal with any information sent to us in respect of your payroll, for example, code number notifications, student loan repayment notices, and generic notification notices that you receive in your PAYE online account should be forwarded to us for action.

Any enquiries from individual employees regarding their pay or other payroll details will be referred back to you.

### 1.3. Excluded, ad hoc and advisory work

The scope of our services provided to you will be only as set out above, and all other services which we may offer are excluded. If you instruct us to do so, we will provide such other services as may be agreed between us. Examples of such work that you may wish to instruct us to undertake include:

- a) work in connection with employee workplace pension schemes;
- b) Holiday calculations;
- c) Monthly or Quarterly bookkeeping with a Profit and Loss for the month / quarter / year and Year to Date
- d) preparing and submitting returns P11D and P11D(b) for employee benefits-in-kind and expenses and advising on the payment of associated Class 1A NIC (such work, if undertaken, is covered in a separate schedule of services);
- e) dealing with any compliance check or enquiry by HMRC into the payroll data submitted and corresponding with HMRC as necessary;
- f) preparing and submitting any amended returns or data for previous tax years;
- g) advising on ad hoc transactions, for example, termination payments to employees.

For any additional work there will be an additional charge, which you will instruct us to undertake, and which we may discuss with you prior to work commencing. If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.

### 1.4. Changes in the law, in practice or in public policy

- 1.4.1. We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law, practice, public policy or in your circumstances.
- 1.4.2. We will accept no liability for losses arising from changes in the law (or the interpretation thereof), practice or public policy that are first published after the date on which the advice is given.

### 1.5. Your responsibilities

- 1.5.1. Even though you are engaging us to help you meet your payroll obligations, you are legally responsible for:
  - a) ensuring that the data in your payroll submissions is correct and complete;
  - b) complying with auto-enrolment obligations;
  - c) making any submissions by the due date; and
  - d) paying tax and NIC on time.

Failure to do any of the above may lead to penalties and/or interest.

- 1.5.2. Employers cannot delegate these legal responsibilities to others. You agree to check that submissions we have prepared for you are correct and complete before approving them.

You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.

- 1.5.3. To enable us to carry out our work, you agree:
  - a) that all information required to be delivered online is submitted on the basis of full disclosure;

- b) to provide full information necessary for dealing with your payroll affairs and workplace pension scheme contributions and refunds; we will rely on the information and documents being true, correct, and complete and will not audit the information or those documents;
- c) to agree with us the name(s) of the person(s) authorised by you to notify us of changes in employees and in rates of pay and other information relevant to the services provided under this schedule; we will process the changes only if notified by that/those individual(s);
- d) to advise us in writing of changes of payroll pay dates; to notify us at least 4 working days before the payroll pay date of all transactions or events which may need to be reflected in the payroll for the period, including details of:
  - all new employees (including full names, address, date of birth, gender, national insurance number, their start date and starter form) and details of their remuneration package;
  - for employees who are active pension scheme members, name of pension scheme, pensionable pay, employee and employer contribution rates, dates from/to which contributions and qualifying earnings payable;
  - all changes to remuneration packages;
  - information necessary to enable us to calculate statutory payments, i.e., statutory sick pay, statutory maternity pay, statutory adoption pay, statutory paternity pay, statutory shared parental pay, statutory parental bereavement pay;
  - irregular and/or ad hoc payments and the dates to be paid; and
  - all leavers, their annual salary before any salary sacrifices, how often paid, unworked notice period, contractual payment in lieu of notice (PILON), date of termination of employment, age, number of years' service, the last payment prior to termination and when paid, and the components parts of the termination package, including statutory redundancy pay, compensation for loss of office, any bonus payable on termination and any payments made after the leaving date.
- e) to notify us within 5 working days of your receiving or becoming aware of any opt-out notices or any other requests to cease membership of a scheme, so that we can cease to calculate any relevant pension contributions and process any required refunds;
- f) to keep us informed of changes in circumstances that could affect the payroll; if you are unsure whether a change is material, please tell us so we can assess its significance; and
- g) to authorise us to approach such third parties as may be appropriate, for information that we consider necessary to deal with your payroll.

If the information required to complete the payroll services is received later than the dates agreed with us, we will still endeavour to process the payroll and returns to meet the filing deadlines; but we will not be liable for any costs or other losses arising if the payroll is late or the returns are filed late in these circumstances.

If you require us to make a correction after the FPS or EPS has been submitted, you will let us know as soon as possible and, ideally, before the next payroll run.

- 1.5.1. You will provide us with complete and accurate information regarding your employees, including ordinary working location, pension tax protection status and any changes in employee working, including starting a notice period, so that we can determine whether their employment status has changed in relation to auto-enrolment. You will review our assessments of your employees and accept responsibility for the completeness and accuracy of the assessments.

- 1.5.2. To notify us within 3 working days of your receiving any valid workplace pension scheme joining or opt-in notices, including the date you received the notice and the full names, addresses, gender, date of birth, national insurance number (NINO), unique email address and, if different from any standard rules agreed in accordance with the Checklist, their pensionable pay, the relevant employer and employee contribution rates, the relevant pension scheme, how tax relief is operated, i.e., relief at source or net pay; and whether their pension contributions will be made via salary sacrifice.
- 1.5.3. We are only able to assist you with providing an auto-enrolment service in relation to individuals handled by us in our capacity as your payroll agent. Your auto-enrolment obligations to workers who are engaged to provide services to you in a personal capacity are outside the scope of this agreement.

HMRC will send you an agent authorisation code which expires within 30 days of issue. Please send this to us as soon as you receive it. This code will enable us to register as your agent with HMRC. This authorises HMRC to communicate with us as your agent, although they consider that you should still take 'reasonable care' over your tax affairs.

You will forward to us any communications received from HMRC, in sufficient time to enable us to deal with them as may be necessary within the requisite time limits. Although HMRC has the authority to communicate with us when form 64-8 has been submitted, it is essential that you let us have copies of any correspondence received, because HMRC are not obliged to send us copies of communications issued to you and, in most cases, will not do so. You should also keep a note of any telephone communication you have with HMRC's tax credits helpline or DWP's universal credits helpline, including the date and time of the call, and the name of the helpline operator(s).