

VIRTUAL BUSINESS SOURCE LTD

TERMS AND CONDITIONS – PAYPLUS PAYROLL SERVICES

1. These Terms and Conditions regulate the provision of the Payplus payroll service by Virtual Business Source Ltd (VBS) to the Client and come into force by acceptance by the Client of the VBS quotation for the payroll service and which VBS may revise from time to time at its discretion provided that it shall serve notice upon the Client of such revision.

2. VBS will provide their Payplus Payroll Service as per the attached Standard Service Level Agreement (the 'SSLA').

3. CHARGES

The charges for the VBS production of payroll reports and payslips shall be:

3.1 As per standard Payplus rate schedule from time to time in force. The current rate schedule is attached hereto.

3.2 Other charges for services performed by VBS that are not covered by the SSLA shall be charged as per the Payplus rate schedule from time to time in force.

4. PAYMENT

4.1 VBS will invoice the client in accordance with the above charges on a monthly basis and accounts must be settled within 26 days of invoice date. VBS will direct debit the client four working days prior to the end of the following month. Any cancellation of the direct debit will be construed as a breach of this agreement. VBS reserves the right to charge a 1% per month finance charge to all overdue balances including accounts where the direct debit is not honoured.

4.2 VBS will suspend processing if there are any overdue balances extending beyond 52 days of the invoice date.

4.3 VBS reserves the right to exercise a lien on the data if the payment terms are not complied with.

4.4 VBS reserves the right to charge a reasonable administration fee (£20) for clients repeatedly being requested for balances overdue by more than fifty two days.

5. TERM

5.1 The Agreement may be terminated by either party upon three months' written notice, the notice period to commence at the date of service of the said notice. Verbal notice will not be acceptable under any circumstances and the notice requirement shall not be waived by any act, omission or statement by any employee, servant or agent of VBS. VBS will continue to store the Clients' data during the notice period. VBS will charge the client in accordance with the Processing Rate Schedule for any month in respect of which no data is submitted by the Client whether that month be during or prior to the notice period. Any cancellation of the direct debit before the outstanding balance is cleared will be construed as a breach of this agreement.

5.2 In the event of a substantial breach by either party the other shall serve written notice requiring all reasonable steps are taken by the party in default to remedy the breach within 30 days and in event of the breach not being so remedied then the offended party may give a further 30 days notice of termination of the agreement whereupon the agreement shall terminate without prejudice of liabilities accrued to the date of termination.

- 5.3 In the event that the Client shall terminate this agreement before the due and proper date of termination pursuant to clause 5.1 or 5.2 above the Client shall forthwith pay to VBS by way of liquidated damages a sum equivalent to the total charge as computed by clause 3 hereof times the unexpired months of the terms and all other outstanding charges accrued to the date thereof.
6. Any errors committed solely by VBS will be made good at VBS cost provided that the client shall have notified VBS in writing of the error.
 7. The Client hereby confirms that it has all intellectual property rights necessary for VBS to receive and process the data and the client will indemnify VBS against any liabilities that may arise from use of the data as processed.
 8. VBS accepts no liability for the data in respect of any event outside VBS direct control.
 9. The risk and responsibility in respect of the payroll reports shall pass to the Client upon posting by VBS or delivery by Courier Service (if appropriate), to the client provided such reports have been accurately addressed to the Client.
 10. VBS confirms that all data received from the Client and all data returned to the Client will be treated in the strictest confidence, and that no such data or information will under any circumstances be passed to a third party, without permission from the client.
 11. No delay or failure by either party exercising any rights hereunder and no partial or single exercise hereof shall be deemed to constitute a waiver of such right or any other rights hereunder.
 12. Notice under this agreement shall be given in writing by first class post (which shall be deemed to be received 48 hours after posting) or facsimile transmission (which shall be deemed to be given at the date of transmission) or by personal delivery at the last known business trading address of the party.
 13. We have in place procedures and controls which are designed to forestall and prevent Money Laundering. If we suspect that a supplier, client or employee is committing a Money Laundering offence as defined by the Proceeds of Crime Act 2002, we will, in accordance with our legal responsibilities, disclose the suspicion to the Serious Organised Crime Agency (SOCA).
 14. From time to time we may use your company name in marketing and other promotional material. If you have any objection to this please notify us in writing.
 15. This agreement shall be governed by the laws of England.

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Virtual Business Source Ltd
Registered Number: 6642764 England

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