Employers For Childcare

Nanny Payroll

Terms and Conditions

- 1. Employers for Childcare Solutions Limited (company number NI639666) ("the Company") will act in the capacity of payroll provider for the Client. The Company is not a party to any employment arrangement entered into between a Client and their employee and is not responsible for fulfilling any statutory obligation or making any statutory payment that might arise as a consequence of such an arrangement.
- 2. The Subscription Period begins on the start date of the employee's employment and lasts for a period of 12 months from the first tax week or tax month in which payroll is processed. One subscription covers one employee. Payroll services will cease following the expiry of the Subscription Period or earlier if requested by the Client, unless the subscription is renewed. The subscription is payable annually in advance.
- 3. A further subscription at a reduced rate will be required for any additional employees (for example an employee employed to cover for maternity or sick leave, where the original employee remains employed by the Client). If the employee leaves the Client's employment during the Subscription Period and a replacement employee is employed, the payroll service will continue for the remainder of the Subscription Period for no additional charge.
- 4. The Client retains responsibility for determining if the employee is being paid at or above the National Minimum Wage.
- 5. The Company will not accept any liability for unpaid tax, National Insurance contributions or other charges from HMRC. The Client is the employer and is responsible for all of these. The Client retains full responsibility for the payment of all wages to the employee and all tax, National Insurance contributions and other charges to HRMC.
- 6. Payroll calculations will be based on the information provided to The Company by the Client in writing. The Client undertakes to check all pay documents produced by The Company and notify of any errors or omissions as soon as possible. The Company will not accept responsibility for any financial loss arising from errors in documents which the client has undertaken to check. Where The Company have to re-process the payroll or perform additional work as a result of receiving incorrect information from the Client, The Company will have the right to charge an additional fee, at their discretion, or reduce the Subscription Period.
- 7. The Company cannot be held responsible for any penalties or interest charges levied by HMRC, loss or over/underpayment of wages, tax or National Insurance information due to calculation errors resulting from incorrect or incomplete information supplied by the Client or late submission of payment to HMRC.
- 8. The Client undertakes to notify The Company of any changes to employment or pay arrangements by the cutoff date notified to the Client at the start of the service. Where the Client fails to notify The Company of changes by the cut-off date, and this results in The Company having to process the payroll again or perform additional work to correct documents already issued, The Company will have the right to charge an additional fee, at their discretion, or limit the Subscription Period.
- 9. Instructions should be confirmed in writing or by email from the Client to The Company.
- 10. The Company is registered with HMRC under the Money Laundering Regulations 2007, and is required to comply with this legislation. The Company is required to verify the identification of its clients. For this purpose, the Client agrees to provide the documents and information that are required to comply with the company's procedures.