



Terms and Conditions

Payroll and Managed Account Service

Sept 2019

SECTION 1. STANDARD TERMS OF BUSINESS / LIMITATION OF LIABILITY

1.01 STANDARD TERMS OF BUSINESS

The purpose of this schedule is to set out the standard terms of business that apply to all engagements accepted. All work carried out is subject to these terms except where changes are expressly agreed in writing.

These standard terms of business are applicable to all types of entities (e.g. companies, LLPs, charities, friendly societies, academies, pension schemes, etc.). Any reference therefore to 'director' or 'company' should be interpreted as appropriate for the entity type (e.g. partner, trustee, governor, charity, LLP, etc.).

1 Professional obligations

1.1 As required by the *Provision of Services Regulations 2009* (SI 2009/2999), details of the firm's professional registrations, including audit registration where applicable, can be found on our website at <http://www.davidhoward.co.uk/regulatory-information/>

1.2 We will observe and act in accordance with the bye-laws and regulations of our professional body, the Institute of Chartered Accountants in England and Wales, together with their code of ethics. We accept instructions to act for you on this basis. In particular you give us authority to correct errors made by HM Revenue & Customs where we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

Professional indemnity insurance

1.3 In accordance with the disclosure requirements of the *Provision of Services Regulations 2009*, details of our professional indemnity insurer is as detailed on our website at <http://www.davidhoward.co.uk/regulatory-information/>. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States of America or Canada.

2 Investment services

2.1 We are not authorised by the Financial Conduct Authority to conduct Investment Business. If you require investment business services we will refer you to a firm authorised by the Financial Conduct Authority.

3 Client monies

3.1 We may operate services relating to invoices, wages, tax and other payments from designated client bank accounts. These client bank accounts are the property of the client/funding body and the funds are never transferred to David Howard Limited except for the settlement of our fees on agreed terms.

We may, from time to time, in exceptional circumstances hold money on your behalf in a trust in a client bank account, which is segregated from the firm's funds. The Trust account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of our professional body, and will only be used where it is not possible to receive/pay funds through the usual designated client bank account.

- 3.2 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. In the unlikely event of us holding any unclaimed monies we reserve the right to pay such monies to a registered charity in line with the guidelines set out in the Clients' Money Regulations referred to above. We will not do this unless we have been unable to contact you for at least five years and we have taken reasonable steps to trace you and return the monies.
- 3.3 We are required under the client money regulations to appoint an alternate to administer the client bank account in the event of the death or incapacity of the principal. The alternate appointed by the company is Philip Lane of David Howard Limited.

4 Invoices

- 4.1 Our invoices are determined by a standard price list which we communicate to you at engagement and subsequently as amended. We may agree fixed fee prices with you under certain circumstances and these would be agreed in writing.
- 4.2 Invoices are payable in full (including disbursements) in accordance with the terms set out on the invoice. If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.
- 4.3 We usually request that clients make arrangements to pay invoices by completion of a Direct Debit mandate. If set up, Standing orders will be applied to invoices arising from work agreed in this letter of engagement for the current and ensuing years.
- 4.4 We reserve the right to charge interest on overdue accounts at the current rate under the *Late Payment of Commercial Debts (Interest) Act 1998*. We also reserve the right to terminate our engagement and cease acting if payment of any invoices billed is unduly delayed. We do in some circumstances accept settlement of invoices by certain credit cards.
- 4.5 If a client company, trust or other entity is unable or unwilling to settle our invoices, we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client, and we shall be entitled to enforce any sums due against the group company or individual nominated to act for you.
- 4.6 Insofar as we are permitted to so by law or by professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding invoices and disbursements are paid in full.
- 4.7 In the event that we cease to act in relation to your payroll affairs you agree to meet all reasonable costs of providing information to the company's new advisers. In particular you agree to meet these costs where we are required by law to provide information to a successor firm.

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5 Retention of and access to records

- 5.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you following the preparation /audit of your financial statements/returns. You should retain these records for 3 years from the end of the tax year to which they relate. You should retain them for longer if HMRC enquire into your PAYE affairs.
- 5.2 Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. If you require retention of any document you must notify us of that fact in writing.

6 Confidentiality

- 6.1 We confirm that where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement, or where you specifically authorise us to divulge information to third parties.

7 Quality control

- 7.1 As part of our ongoing commitment to providing a high quality service, we continually monitor and adapt our systems and processes to minimise risk of errors and respond to any feedback given to us by our clients and self-review.

Dealing with HM Revenue & Customs

- 7.2 When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, see www.hmrc.gov.uk/charter/index.htm. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.
- 7.3 In performing our services, we will ensure that our quality control procedures follow high professional standards so that, in the unlikely event that HMRC consider any of your tax returns with which we assist to be inaccurate, we will be able to help you demonstrate to HMRC that reasonable care has been taken in the performance of our work, thereby significantly reducing the possibility of an inaccuracy penalty being imposed. To further reduce the possibility of an inaccuracy penalty, you will remain responsible for maintaining good quality supporting records for each return, for providing us with all relevant information and explanations and for acting on any advice that we give you.

8 Help us to give you the right service

- 8.1 We are committed to providing you with a high quality service that is both efficient and effective. If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know, by contacting your client relationship Manager.
- 8.2 We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. If we do not answer your complaint to your satisfaction you may of course take up the matter with our professional body.
- 8.3 In order for us to provide you with a high quality service on an ongoing basis it is essential that you provide us with relevant records and information when requested, reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out in this Standard Terms of Business and associated Engagement schedules. We therefore reserve the right to cancel the engagement between us with immediate effect in the event of:
- your insolvency, bankruptcy or other arrangement being reached with creditors;
 - failure to pay our invoices by the due dates;
 - either party being in breach of their obligations where this is not corrected within 30 days of being asked to do so.
- 8.4 A detailed schedule outlining further details relating to the performance of our services will be provided to you on our Service Level Agreement.

9 Applicable law

- 9.1 This engagement letter is governed by, and construed in accordance English law. The Courts will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.
- 9.2 If any provision in this Standard Terms of Business or any associated engagement schedules, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

10 Changes in the law, in practice or in public policy

- 10.1 We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law, public policy or your circumstances.

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- 10.2 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 to the fullest extent permitted by applicable law.

11 Internet communication

- 11.1 Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. However, internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their dispatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication. We will never change our bank details without confirming this to you by posted letter. Any emailed or telephoned communications appearing to be from us which are not confirmed by post are fake and we accept no liability for any loss caused to you through accepting such communications as genuine. Similarly always give us by hand or by post (as well as by email) details of your bank account.
- 11.2 It is the responsibility of the recipient to carry out a virus check on any attachments received.

12 Data Protection

- 12.1 To enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you / your business / company / partnership / its officers and employees and shareholders. We confirm when processing data on your behalf that we will comply with the relevant provisions of applicable data protection legislation. You will also ensure that any disclosure of personal data to us complies with such legislation. If you supply us with any personal data or confidential information you shall ensure you have full informed consent to pass it to us and will fully indemnify and hold us harmless if you do not have such consent and that causes us loss. If you are supplying us with personal data on the basis of a power of attorney for anyone you must produce to us an original or certified copy of the power of attorney on demand.
- 12.2 Applicable data protection regulation places express obligations on you as a data controller where we as a data processor undertake the processing of personal data on your behalf. An example would be where we operate a payroll service for you. We therefore confirm that we will at all times use our reasonable endeavours to comply with the requirements of applicable data protection regulation when processing data on your behalf. In particular we confirm that we have adequate security measures in place and that we will aim to comply with any obligations equivalent to those placed on you as a data controller.

- 12.3 We will notify you within 10 working days if an individual asks for copies of their personal data, makes a complaint about the processing of personal data or serves a notice from a relevant data protection authority. You and we will consult and cooperate with each other when responding to any such request, complaint or notice. If an individual whose data you have supplied to us or which we are processing on your behalf asks us to remove or cease processing that data we shall be entitled to do so where required to by law.
- 12.4 We may export personal data you supply to us outside the EU/EEA/UK for the purposes of storage and data processing. We will ensure all such data export is compliant with relevant data protection legislation. You consent to such data export. Where cloud based services are to be used you may be subject to our cloud services terms and conditions.
- 12.5 We will answer your reasonable enquiries to enable you to monitor compliance with this clause.

13 Limitation of third party rights

- 13.1 Persons who are not party to this agreement shall have no rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 13.2 The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it, unless we have expressly agreed in writing that a specified third party may rely on our work. We will accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, your spouse nor any family member of yours or your employer, for any aspect of our professional services or work that is made available to them.

14 Client identification

- 14.1 In common with other professional firms, we are required by the *Proceeds to Crime Act 2002* and the *Money Laundering Regulations 2017* to:
- Maintain identification procedures for clients, beneficial owners of clients, and persons purporting to act on behalf of clients;
 - Maintain records of identification evidence and the work undertaken for the client; and
 - Report in accordance with the relevant legislation and regulations.

We have a statutory obligation under the above legislation to report to the National Crime Agency (NCA) any reasonable knowledge or suspicion of money laundering. Any such report must be made in the strictest confidence. In fulfilment of our legal obligations, neither the firm's principals nor may staff enter into any correspondence or discussions with you regarding such matters.

- 14.2 If we are not able to obtain satisfactory evidence of your identity and where applicable that of the beneficial owners, we will not be able to proceed with the engagement.

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15 General Limitation of liability

- 15.1 We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or willful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities. Further, we will not be liable to you for any delay or failure to perform our obligations if the delay or failure is caused by circumstances outside our reasonable control. Subject to clause 15.5 below our liability to you shall be limited as set out in our engagement or other client letter.
- 15.2 You will not hold us, our principal(s)/director(s), shareholders and staff, responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing. This applies equally to fraudulent acts, misrepresentation or willful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers. However, this exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.
- 15.3 You agree that you will not bring any claim in connection with services we provide to you against any of our partners, shareholders, directors or employees personally.
- 15.4 Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them. You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it and our legal invoices on an indemnity basis.
- 15.5 Nothing in this agreement shall exclude or limit our liability for death or personal injury caused by negligence nor for fraudulent misrepresentation or other fraud which may not as a matter of applicable law be excluded or limited.

16 Intellectual property rights and use of our name

- 16.1 We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise. You may only use such rights to the extent we agreed when engaged to provide services to you and may not resell or sublicense such rights without our further prior consent.
- 16.2 You are not permitted to use our name in any statement or document that you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that in accordance with applicable law are to be made public.

17 Interpretation

- 17.1 If any provision of our engagement letter or terms of business is held to be void for whatever reason, then that provision will be deemed not to form part of this contract, and no other provisions will be affected or impaired in any way. In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

18 Disengagement

- 18.1 If we resign or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

SECTION 2. PAYROLL AND MANAGED SERVICES

2.01 PAYROLL, REAL TIME INFORMATION (RTI) REPORTING, YEAR END RETURNS AND AUTO-ENROLMENT

The purpose of this schedule and the Standard Terms of Business is to set out the basis on which we are to act as accountants and advisors with regard to operating your payroll, including ongoing auto-enrolment pension services if applicable, and to clarify our respective responsibilities in respect of that work.

1 Your responsibilities

- 1.1 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 ,NIC and Apprenticeship Levy (if applicable) on time.
- Failure to do any of the above may lead to penalties and/or interest.
- 1.2 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.
- 1.3 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.

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- 1.4 Our payroll team will provide you with specific details of the information we require and when we need to have this information from you. You agree to provide the information they request. You recognise that where information is not provided to us within the timeframe we outline, we are not responsible for any delays for payments to employees or HMRC. Similarly, we are not responsible for any penalties imposed by HMRC.
- 1.5 If we do not hear from you by the deadline, subject to any other agreement between us, we will take your silence as your approval for us to submit the return.
- 1.6 If the information required to complete the payroll services set out above 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. We may charge an additional fee for work carried out in a shorter time period.
- 1.7 You will be responsible for managing any childcare scheme operated for the benefit of your employees and for contacting us where you require advice as to available exemption levels.
- 1.8 You will be responsible for completing the checks on a new employee's eligibility to live and work in the UK in accordance with the Governments Code of Practice *Preventing Illegal Working* and the *Asylum and Immigration Act 1996, s. 8*.
- 1.9 You will be responsible for monitoring the annual leave entitlement of your employees and dealing with all aspects, legal or otherwise, of being an employer. In particular, you will be responsible for ensuring that your workers are paid at least the National Minimum Wage or National Living Wage (depending on which applies).
- 1.10 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, and authorises HMRC to communicate with us as your agent, although they consider that you should still take 'reasonable care' over your tax affairs.
- 1.11 You will forward to us any communications received from HMRC, in sufficient time to enable us to deal with matters arising as may be necessary within the requisite time limits. Although HMRC have the authority to communicate with us, it is essential that you let us have copies of any correspondence received from HMRC to avoid any breakdown in communication.
- 1.12 Regarding auto-enrolment on workplace pensions, you will provide all new staff with the required auto-enrolment information. In addition, you will provide us with complete and accurate information regarding:
 - (a) your employees and pension contributions due from them;
 - (b) details of your employer contributions;
 - (c) information of all new staff, including their auto-enrolment status, before you first pay them;

- (d) if an employee changes their status regarding auto-enrolment, or details of any changes in employee working so that we can determine whether the employment status has changed in relation to auto-enrolment; and
- (e) the performance of spot-checks on the information that we hold in order to monitor its accuracy.

1.13 Regarding the Apprenticeship Levy applicable from April 2017, you will be responsible for:

- (a) determining whether you are liable to pay the levy based on your previous and expected annual pay bill (both at the start of the tax year, and should the expected pay bill change during the year); and
- (b) setting up and managing the digital apprenticeship service account, into which any levy paid is recorded and held by the Government.

2 Our responsibilities

2.1 We will prepare your UK payroll for each payroll period to meet UK employment tax requirements, specifically:

- (a) calculating the pay as you earn (PAYE) deductions including, if applicable, at the Scottish rate of income tax;
- (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 the pension contributions (employer and employee);
- (f) calculating the Apprenticeship Levy, if applicable;
- (g) calculating other statutory and non-statutory deductions; and
- (h) submitting information online to HMRC under Real Time Information (RTI) for PAYE.

2.2 We will prepare and send to you the following documents for each payroll period at or before the time of payment:

- (a) payroll summary report showing the reconciliation from gross to net for each employee and all relevant payroll totals. This summary will also show, where relevant, the other details that will be submitted online to HMRC on or before the employee payment dates – see below.

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- (b) the data included within each Full Payment Submission (FPS) for taxable pay and, if relevant, payrolled benefit-in-kind and expenses, for each employee;
- (c) a payslip for each employee unless not required
- (d) a form P45 for each leaver
- (e) a report showing your PAYE, NIC and Apprenticeship Levy liability, student loan repayments and due date for payment, and
- (f) a report showing your pension contributions payable in respect of each employee so as to meet the requirements of the workplace pension automatic enrolment scheme(s) of which they are members, and the due date(s) for payment.

You must let us know, immediately and prior to the employee payment dates and HMRC reporting dates (see below), if you believe any of the data shown in these documents is incorrect.

- 2.3 We will prepare your FPS reports including all details required and based on the information provided by you. We will submit FPS online to HMRC prior to or at the time that employees are paid. Where you have no payments to make to HMRC in a particular month (or the payment you are making to HMRC has been reduced by statutory payments, employment allowance or construction industry scheme deductions suffered), or the Apprenticeship Levy is being paid, we will prepare and submit the required Employer Payment Summary (EPS) by the 19th of the month following the tax month to which they relate. If an error is made with regard to an earlier tax year, an Earlier Year Update (EYU) report may be required.
- 2.4 As you are legally responsible for the accuracy of these returns, you must review the payroll summaries that we send to you and inform us if any of the information that we hold is incorrect:
- If we don't hear from you before the FPS (or EPS) submission date, we will take that as your approval for us to submit the return.
 - 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.
- 2.6 If payrolling benefits-in-kind and/or expenses, at the end of the tax year we will:
- (a) prepare and send to you a statement for every employee for whom benefits-in-kind have been payrolled, identifying every benefit provided to each employee during the tax year and the cash equivalent of each benefit treated as PAYE income so you can give them to employees by the statutory due date of 31 May following the end of the tax year;
 - (b) give you details of the Class 1A NIC on payrolled benefits-in-kind which will need to be accounted for on form P11D(b), and the due date for payment;

- (c) give you details of the Class 1A NIC on expenses accounted for in the payroll which will need to be accounted for on form P11D(b), and the due date for payment; and
 - (d) give you the figures that need to be included on forms P11D to account for income tax in respect of expenses for which Class 1 NIC has been accounted for in the payroll.
- 2.7 We will deal with and, where necessary, process any adjustments to your payroll communicated to us by HMRC via online secure message, for example, code number notifications, student loan repayment notices, and generic notification notices. We will also submit national insurance number (NINO) verification requests as appropriate to verify or obtain a NINO for a new employee.
- 2.8 Where required, we will assist you in calculating an employee's weekly exemption limit for childcare benefit purposes.
- 2.9 Regarding the ongoing work on auto-enrolment on workplace pensions if applicable, whilst we accept no responsibility for errors or omissions that arise as a result of incorrect data supplied to us, we will:
- (a) deduct from each payroll period the pension contributions as instructed by you;
 - (b) pay over the pensions contributions deducted and your employer pension contributions to your pension provider;
 - (c) maintain and preserve the records required for auto-enrolment based on the information you supply to us;
 - (d) maintain information and records that will highlight when the triennial enrolment processes must occur. We will inform you in advance of this date so that you can make the necessary communications with the staff member and so that the firm can re-enrol as required;
 - (e) assist you in monitoring the status of these employees to determine whether 'non-eligible' or 'entitled workers' become 'eligible workers' and thus require auto enrolment. This review will take place at the start of each payroll period;
 - (f) ensure that new staff are incorporated into the scheme in accordance with your instructions; and
 - (g) process any opt-out and opt-in requests and ensure that repayments are made to employees in accordance with your instructions.
- 2.10 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 taxation ad hoc and advisory services linked to your payroll as may be agreed from time to time. These services may be the subject of a separate engagement letter. Where appropriate we will discuss and agree an additional fee for such work when it is commissioned by you.

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- 2.11 Where specialist advice is required on occasions we may need to seek this from or refer you to appropriate specialists.

3 Managed Accounts (including Payment Services)

- 3.1 Managed account funds are held in a separate client account and the funds are never transferred to David Howard Ltd. Funds remain the property of the client / funding body.
- 3.2 By signing our registration form you agree to David Howard opening a bank account in your name using the banking service provider contracted by David Howard for this purpose.
- 3.3 Funds are returned to the Local authority or funding body on the termination of the contract, or on request of the funding body.
- 3.4 Payments are made on the instructions of the client, and David Howard are not held accountable for any fraudulent claims or payments requested from the account by approved contacts.
- 3.5 The managed account and / or payroll fees will be deducted from the Managed account on a quarterly basis. Additional charges may be added to the accounts for faster payments or recalls requested by the client or funding body.
- 3.6 Whilst David Howard will assist with managing the funds, we do not take any responsibility for clients that miss spend or overspend on their direct payments account.
- 3.7 In the event of a payment error (either by the client, David Howard or payment service provider), the client must fully co-operate with attempts to recover any amount paid, over what was due to the beneficiary. David Howard will not accept liability for any payment error should the client fail to co-operate.
- 3.8 Payments are transmitted to beneficiaries on scheduled dates (available on request), should a client request an 'off cycle' payment, David Howard will accept no liability should a payment error occur.
- 3.9 Payments can only be transmitted on payment dates if the client has submitted payroll information more than three working days before the payment date and sufficient funds are available. Should either of these not have been met, payments will be made on the next scheduled date and David Howard will not be liable for beneficiary bank penalties for delayed credits.
- 3.10 David Howard will not be liable for bank charges or penalties on a beneficiary account should a payment date be delayed due to failures in the banking systems.
- 3.11 Invoices for payments to third-party suppliers i.e. agencies, insurance providers, etc. must be received by David Howard within three months of the invoice date and new agents must complete a registration form ahead of payment.
- 3.12 Failure to comply with your funding body agreement regarding client contributions or weekly care plan budgets may result in non-payment to beneficiaries.

3.13 David Howard will inform funding bodies and clients should there be insufficient funds to make requested payments but will not be responsible for liaising with relevant parties to ensure additional funds are made available.

3.14 David Howard are unable to make part-payments to beneficiaries.

4 Other Matters

4.1 David Howard Ltd will not tolerate abusive or aggressive behaviour (verbal or physical) towards their staff. Should a client be deemed to have acted in such a way, we reserve the right to terminate service with immediate effect.

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