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Signature Details

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Signing Statement:	Westbourne Parish Council agrees and approves the contents of this document.

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Westbourne Parish Council
53 Skylark Avenue
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PO10 7GB

17 November 2022

Dear Mrs Kennett

Engagement Letter - Payroll

Thank you for engaging us as your payroll agent. Nicky Mulberry will be your main point of contact and will have primary responsibility for this assignment. This letter, together with this firm's standard terms and conditions set out the basis on which we will act.

Who we are acting for

We are acting for Westbourne Parish Council. For the avoidance of doubt Mrs Clare Kennett is acting as nominated member and is our only authorised point of contact. By signing this engagement letter you confirm that the nominated person set out above is authorised to give instructions and information to us on your behalf.

We are bound by the ethical requirements of the Association of Chartered Certified Accountants. A copy of these requirements can be viewed at our offices on request or can be seen at www.accaglobal.com.

1. Period of engagement

- a. This engagement will start on the 01 November 2022.
- b. We will not deal with earlier periods unless you specifically ask us to do so.

2. Your Responsibilities

Provision of Information by You

- a. You are legally responsible for ensuring that the data in your payroll submissions are correct and complete; making any submissions by the due date; and making payment of tax and NIC on time. Failure to do this may lead to penalties and/or interest.
- b. Employers cannot delegate this legal responsibility to others.
- c. To enable us to carry out our work you agree:
 - i. to provide full information necessary for dealing with your payroll affairs: we will rely on the information as being true, correct and complete and will not audit the information or any included attachments;
 - ii. to notify us of changes in employees and in rates of pay. We will process the changes

- only if notified by an authorised individual;
- iii. to notify us prior to the payroll date of all transactions or events which may need to be reflected in the payroll for the period, including details of:
 1. all new employees (including full names, address, date of birth, National Insurance number, passport number) and details of their remuneration packages
 2. all leavers (including deaths of employees) and details of termination arrangements
 3. all remuneration changes
 4. all pension scheme changes
 5. irregular and/or ad hoc payments and the dates to be paid;
 - iv. you will keep us informed of material changes in circumstances that could affect the payroll of the business. If you are unsure whether the change is material or not please let us know so that we can assess the significance or otherwise; and
 - v. to authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your payroll affairs.
- d. If the information required to complete the payroll services set out above is received less than 2 working days before the tax month end we will still endeavour to process the payroll to meet your statutory obligation but we will not be liable for any costs or other losses arising if the payroll is late in these circumstances. We may charge an additional fee at £35 per hour for work carried out in a shorter time period.

Payroll services – Auto enrolment – Initial Set Up

- e. We will assist you in establishing if you require an autoenrollment pension and advise accordingly.
- f. We will help you to establish which category each worker falls into, whether entitled worker, eligible jobholder or non-eligible jobholder.
- g. We will not provide advice on the choice of a scheme, but refer you to guidance issued by the Pension Regulator on pension scheme selection.
- h. You will be responsible for choosing a pension scheme that meets the automatic enrolment qualifying criteria and we recommend that you take appropriate independent advice. You can:
 - i. Choose the existing scheme used by the business if it is an eligible scheme for auto enrolment;
 - ii. Go through the National Employment Savings Trust (NEST); or
 - iii. Seek the advice of a financial adviser on a suitable pension scheme.
- i. You are responsible for providing the required statutory information to your workers.
- j. If required, we will prepare and send to you for distribution a notice for each eligible jobholder telling them that they have been or will be enrolled, and setting out what that means for them, and also detailing their right to opt out (and to opt back in again). We will send information about the eligible jobholders to the pension scheme. (For eligible jobholders who are already active

members of a qualifying scheme, we will prepare a notice for you to send them giving them information about the scheme. This is the only action required for such members.)

- k. If required, we will prepare and send to you a notice to send to each non-eligible jobholder that sets out certain information about opting in to an automatic enrolment scheme and what this means for them. They do not need to be automatically enrolled but have the right to opt in. If the non-eligible jobholder chooses to opt in, you will enrol them onto the scheme on receipt of an opt-in notice. We will assist you in this process. We will send information to the pension scheme about those non-eligible jobholders who choose to opt in.
- l. If required, we will prepare and send to you a notice to send to each entitled worker, giving them information about joining a pension scheme and what it means for them. You will arrange membership to a scheme for those entitled workers who choose to join and complete a joining notice. This can be a different scheme to the one used for auto enrolment. We will assist you in this process.

Payroll & Pension Legal Responsibilities.

- m. You are legally responsible for ensuring that your payroll and pensions records are correct and complete; and making payment of pensions contributions on time.
- n. We will retain:
 - i. Records about jobholders and workers, e.g. name, date of birth, National Insurance number, gross earnings, contributions, gender, address, status within the pension scheme, opt in notice, opt out notice and joining notice.
 - ii. Records about the pension scheme, e.g. employer pension scheme reference, scheme name and address and other information in respect of specific pension schemes.
 - iii. Records of amounts paid and deductions (eg payroll summaries, P30s, end of year records)
- o. You will keep payroll records provided by us for a minimum of six years from the end of the tax year to which they relate.

3. Services & Data Processing

- a. Our services to you will be carried out using an industry recognised software package called "Iris Bureau Payroll. Access to this system is password and user name protected.
- b. The data will be held on a secure server owned and maintained by Iris within the EU.
- c. We will process and maintain the payroll data of your employees past and present. This data will only be used by us to carry out the duty of processing your payroll. The data we commonly use includes:
 - i. Name, address, date of birth, marital status

- ii. Employment start and leaving dates
 - iii. Gross remunerations
 - iv. Details of deductions.
 - v. Tax references, PAYE Coding information
 - vi. Maternity and paternity details
- d. We will hold data within our payroll package until you cease to be a client – after which it will be archived then scheduled for deletion 1 year after you cease to be a client.
- e. We will hold digital copies of your payroll reports on our password protected server until you cease to be a client – after which the data will be archived then scheduled for deletion 1 year after you cease to be a client.
- f. We will prepare your UK payroll for each payroll period to meet UK employment tax requirements, specifically:
 - i. Calculating the pay as you earn (PAYE) deductions;
 - ii. Calculating the employees' National Insurance Contributions (NIC) deductions;
 - iii. Calculating the employer's NIC liabilities;
 - iv. Calculating statutory payments, for example, Statutory Sick Pay and/or Statutory Maternity Pay;
 - v. Calculating pension contributions for employees who are members of workplace pension schemes (including those who are auto-enrolled);
 - vi. Calculating the employer's pension contributions for the employees' workplace pension schemes;
 - vii. Calculating other statutory and non-statutory deductions; and
 - viii. Submitting information online to HMRC under RTI for PAYE
- g. We will prepare and send to you in a secure manner the following documents before the time of payment through the payroll or due date for delivering information to HMRC:
 - i. Payroll summary report showing the reconciliation from gross to net for each employee and all relevant payroll totals;
 - ii. The data included within each Full Payment Submission (FPS) for taxable pay and payrolled benefits for each employee;
 - iii. A payslip for each employee unless not required;
 - iv. A P45 for each leaver;

- v. A report showing your PAYE and NIC liability and due date for payment; and
 - vi. A report showing 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.
- h. We will submit FPSs online to HMRC after the data to be included therein has been approved/on the basis of the data provided by you. (FPSs must reach HMRC normally on or before the payday). 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.
 - i. For each tax month we will prepare, where appropriate, an Employer Payment Summary (EPS) from the information and explanations that you provide to us. Examples include statutory payments, employment allowance, CIS deductions and confirmation that no payments were made to employees.
 - j. We will submit EPSs to HMRC after the data to be included therein has been approved/on the basis of the data provided by you. (EPSs must reach HMRC by the 19th of the month following the tax month to which they relate). 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.
 - k. At the end of the payroll year we will:
 - i. Prepare the final FPS (or EPS) including employer annual declarations and submit this to HMRC after the data to be included therein has been approved/on the basis of the data provided by you. (The final FPS (or 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; and
 - ii. Prepare and send to you by the statutory due date Form P60 for each employee on the payroll at the year end.
 - l. We will deal with any online secure messages sent to us by HMRC in respect of your payroll.
 - m. We will submit National Insurance Number (NINO) verification requests as appropriate to verify or obtain a NINO for a new employee.

4. General Tax Advice

- a. We will be happy to help you generally with any matters relating to your payroll taxation affairs. Please advise us in good time of any proposed transactions. Tax legislation changes frequently and we would recommend that you ask us to review any advice already given if a transaction is delayed, or is to be repeated, or if an apparently similar transaction is to be undertaken. It is our policy to confirm in writing advice upon you may wish to rely.

5. Communication

- a. We are registered under the Data Protection Act 1984 as a computer bureau and we undertake to preserve the security of information required by this Act but the responsibility for the release of information to third parties resides with you as employer.

- b. It follows therefore that it is in our mutual interest only to release reports or information concerning these processed records to persons nominated by the employer.
- c. Any changes in the nominated recipients are to be notified immediately in writing before we will release any information. Unless specifically instructed otherwise all correspondence from us will be marked "Private and Confidential".
- d. Our reports will be issued to you via secure electronic means.
- e. Payslips where applicable will be issued direct to the employee via secure server.
- f. Payroll information will not be released on third party requests, unless authorised in writing by you.

6. Other services

- a. Where you have instructed us to do so, we will also provide such other taxation ad hoc and advisory services as may be agreed between us from time to time. These may be the subject of a separate engagement letter.

7. Changes in the law or public policy and practice

- a. 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 or your circumstances.
- b. We will accept no liability for losses arising from changes in the law or the interpretation thereof that occur after the date on which the advice is given.

8. Limitation of liability

- a. We specifically draw your attention to the limitation of liability paragraphs in our standard terms and conditions which set out the basis on which we limit our liability to you and to others. You should read this in conjunction with the limitation of third party rights paragraphs in our standard terms and conditions which exclude liability to third parties. These are important provisions which you should read and consider carefully.
- b. There are no third parties that we have agreed should be entitled to rely on the work done pursuant to this engagement letter.

9. Fees

- a. Our fees will be charged in accordance with our standard terms and conditions. Please review these to ensure you understand the basis of our charges and our payment terms. By way of summary we estimate that our fees will be as follows:
 - i. Our Payroll fees are £35 per hour subject to a standard minimum fee of £35 per month.
 - ii. A fee of £1.75 per employee per month will be charged for provision of secure electronic payslips to cover additional license fee costs.
 - iii. Where applicable we charge £0.45p per mile for travel
 - iv. Our fees are payable on presentation of invoice.

10. Agreement of terms

- a. Please confirm your agreement to the terms of this letter and the standard terms and conditions by electronically approving this letter.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'M Mulberry', with a long horizontal flourish extending to the right.

Mark Mulberry
Mulberry & Co

I confirm that by electronically approving this document I am agreeing that I have read and understood the contents of this letter and related terms and conditions and further agree that it accurately reflects my fair understanding of the services that I require you to undertake.

I confirm that by electronically approving this document I am agreeing to accept communications in electronic format and further consent to approve documents electronically.