

Our Ref://SAILDESIGN

Your Ref:

Saildesign Ltd  
2nd Floor  
40D Gledstanes Road  
Barons Court  
London  
W14 9HU

1 April 2005

Dear Paul,

**Payroll Services**

This letter sets out the basis on which we will act as your tax agents and advisers in respect of payroll services.

We will provide the following services:

- (1) Processing payroll on a weekly basis.
- (2) Processing payroll on a monthly basis.
- (3) Advising you of amounts payable to the Revenue in respect of PAYE and NIC.
- (4) Completing, on your behalf, SSP and SMP records.
- (5) Completing, on your behalf, end of year payroll returns such as forms P35 and P60 information.

These services will be carried out by us as agents for the business on the basis of the documentation and information given to us. We cannot be responsible for the completeness and accuracy of the documentation and information provided to us and the consequent impact on work done by us.

The statutory obligations of employers cannot be delegated or sub-contracted to agents and the ultimate responsibility for maintaining adequate payroll records remains with the employer at all times. We would draw your attention to the strict rules and time limits for the submission of PAYE returns; it is therefore essential that we receive full information from you on a prompt basis to enable us to ensure that the returns are made by you by the due dates. Also, would you please let us have copies of any communications you receive from the Revenue or Contributions Agency regarding payroll-related matters.

It is the responsibility of the company to advise us of all changes of personnel and the personal circumstances of employees as quickly as possible in order that this information may be processed during the correct payroll period. These changes include the addition of new employees, salary increases, changes in PAYE coding, car benefit arrangements, non-statutory additions or deductions and termination of employment. We will not make changes to our standing data without proper documented authority from yourselves.

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. 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.



Any change in the nominated recipients are to be notified immediately in writing before we will release any information.

### **Help Us To Give You The Best Service**

We aim to provide the best possible service to our clients. If you would like to discuss how our service could be improved please let us know by telephoning .

We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. We will do everything reasonable to put matters right. Prompt communication enables us to take prompt action for your benefit.

### **Applicable Law**

This engagement letter is governed by, and construed in accordance with, English law. The Courts of England 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.

### **Internet Communication**

Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. 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 connecting 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.

It is the responsibility of the recipient to carry out a virus check on any attachments received.

### **Data Protection Act 1998**

We may obtain, use, process and disclose personal data about you in order that we may discharge the services agreed under this engagement letter, 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. You have a right of access, under data protection legislation, to the personal data that we hold about you. We confirm that when processing data on your behalf we will comply with the provisions of the Data Protection Act 1998.

### **Contracts (Rights of Third Parties) Act 1999**

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.

The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

### **Fees**

Our fees will normally be on a set agreed basis for this type of work. These will be discussed at the outset for agreement between us. Our fees will be charged separately for this service and will be billed at appropriate intervals during the course of the year.

Unless specifically agreed, payment of our invoices is due within 14 days from the date of the invoice.

### **Money Laundering**



We have a duty under section 330 of the Proceeds of Crime Act 2002 to report to the National Criminal Intelligence Service (NCIS) if we know, or have reasonable cause to suspect, that you, or anyone connected with your business, are or have been involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.

The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act and includes the acquisition, possession or involvement in arrangements for concealing the benefits of any activity that constitutes a criminal offence in the UK. This definition is very wide and would include:

- tax evasion through deliberate understatement of income or overstatement of expenses or stocks; or
- deliberate failure to inform the tax authorities of known underpayments.

We are obliged by law to report to NCIS without your knowledge and consent and in fact we would commit the criminal offence of tipping off under section 333 of the Proceeds of Crime Act were we to inform you of any suspicions or that a report had been made.

We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the guidance published by The Institute of Chartered Accountants in England and Wales.

#### **Limitation of Liability**

We will provide our professional services with reasonable care and skill. However, we will not be held responsible for any losses arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or other relevant authorities.

You agree to hold harmless and indemnify us against any misrepresentation, whether intentional or unintentional, supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services provided to you by the firm against any of our employees on a personal basis.

#### **Agreement of Terms**

Once agreed, this letter will remain effective from the date of signature until it is replaced or terminated. Either party may vary or terminate our authority to act on your behalf at any time without penalty. Notice of termination must be given in writing.

Would you please confirm your agreement to the terms set out in this letter by signing and returning the enclosed copy. If anything is unclear to you or you require any further information please let me know.

Yours faithfully

  
Russell & Co

I/We am/are in agreement with the terms and conditions set out above.

  
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For and on behalf of the employer,



Saildesign Ltd

Name and position

PAUL LITWISKI (DIRECTOR)

Dated 24/5/2025

