

Ross Macdonald T/A Xact Payroll

(hereinafter known as the "Company")

Terms of Trading

Orders

Services rendered or goods supplied are deemed to have been instructed or ordered by the party placing the order (the "Customer") in the absence of any written acknowledgement by the Company of any other arrangement, the Customer shall be treated by the Company as being the party responsible for payment.

Priority of Conditions

The standard terms and conditions set out in this document (the "Conditions") shall be incorporated into each contract between the Company and the Customer to the exclusion of any other terms and conditions

Prices

The prices quoted in the Company's Table of Fees are correct at the time of printing, and the Company reserves the right to revise prices at any time prior to the delivery of goods or services. All prices quoted are exclusive of duties and taxes except where they are specifically stated as including same.

Terms of Payment

- (a) Cleared payment is due in full by the 14th of the month following the date of the invoice
- (b) The Company reserves the right to revise these terms upon written notice to the Customer.
- (c) If payment is not received by the due date, the Company reserves the right to retain any documentation held on behalf of the Customer or withhold any services otherwise due to be provided to the Customer until such times as full payment is received
- (d) The Company shall be entitled to charge the Customer an administration fee not exceeding 10% of invoice price where the Customer has failed to supply information required by the Company within the timescale initially agreed upon with the Customer.

Disputed Invoices

All claims relating to invoices must be notified to the Company in writing within 3 months after the invoice date. The Company's liability for such invoices proved to be incorrect shall be limited to the invoice price of the goods or services supplied.

Variation

No variation or amendment to these Conditions shall be valid unless stated in writing and signed by an authorised representative of each party.

Force Majeure

The Company shall not be liable to the Customer for any loss or damage whatsoever caused by the delay in performance or the non performance of any obligation of the Company in relation to the goods or services of any part where such delay or non performance is due to any cause beyond the Company's reasonable control including; Act of God, explosion, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil

disturbance or requisition; acts, restrictions, prohibitions or enactments of any kind on the part of a local authority or a body responsible for the maintenance of records, including HMRC; import or export regulations or embargoes, strikes lockouts or other industrial action or trade disputes (whether involving employees of the party in question or another); power failure or other breakdown in machinery or equipment. Should any such event occur the Company may, at its option, cancel or suspend the contract (or do both) without incurring any liability whatsoever for any loss or damage thereby occasioned.

Insolvency of Customer

If the company has a receiver appointed over any of its assets or (being an individual or firm) becomes bankrupt or compounds with its creditors or (being a company) becomes insolvent or is the subject of a winding up petition or goes into liquidation (other than for the purpose of amalgamation or reconstruction), then without prejudice to any other right or remedy available to the Company:

- i. The full price for the goods or services supplied shall be payable immediately notwithstanding any previous arrangement or agreement to the contrary;
- ii. The Company shall have the right to a lien over any goods or documentation in its possession supplied by the Customer for the purposes of carrying out the service or supply of goods.

Assignment

Neither party shall without prior written consent of the other party, assign, transfer, charge or deal in any other manner with this Agreement or its rights hereunder or part thereof, or purport to do any of the same, or sub contract any or all of its obligations under this Agreement, EXCEPT THAT the Company may assign, transfer, charge or deal in any other manner with this Agreement or its right hereunder or part thereof or purport to do any of the same or sub-contract any or all of its obligations to any other company in the group; being any subsidiary or holding company within the meaning of section 736 of the Companies Act 1985.

Headings

Headings used in this agreement are for reference purposes only and shall not be deemed to be or construed to be part of this Agreement.

Proper Law

These conditions shall be governed by the Law of Scotland

I have read and understood the above terms of trading, and along with the Contractual Agreement, I am happy to accept all terms and employ the services of Ross Macdonald T/A Xact Payroll	
Signed:	
Date:	
Business name:	

Please return to Xact Payroll. Thank you for your business.