



Terms and conditions

Payroll Assurance Scheme (PAS)

Updated February 2019

cipp

the **chartered institute**
of **payroll professionals**

leading the profession

Terms and conditions the CIPP Payroll Assurance Scheme (PAS)

This document (together with the documents expressly referred to in it) provides information about us and the legal terms and conditions (terms of business) which govern engagement with the CIPP Payroll Assurance Scheme (PAS).

These terms of business will apply to any contract between us for the sale of Products to you (Contract). Please read these Terms of business carefully and make sure that you understand them, before undertaking the Payroll Assurance Scheme. Please note that by engaging with the Payroll Assurance Scheme, you are agreeing to be bound by these terms of business and the other documents expressly referred to in it.

If you refuse to accept our terms of business then you will not be able to undertake the Payroll Assurance Scheme accreditation with the CIPP.

You may wish to print a copy of these Terms of business (or save them to your computer) for future reference. The latest version of these terms will be available at <http://www.cipp.org.uk/terms>.

These terms of business, and any Contract between us, are only in the English language.

1. Definitions and Interpretation

The following definitions and interpretation shall apply to all dealings between the Buyer and the Company.

- **'The Company', 'Us', 'Our' and 'We'** shall mean IPP Education Ltd trading as the CIPP, the Chartered Institute of Payroll Professionals and its subsidiaries.
- **"The Buyer"** shall mean the person, firm or company to whom the CIPP agrees to supply to.
- **"Products/Services"** means the products and/or services we agreed to provide you with under the Contract.
- **"Contract Document"** means the engagement letter and schedules applicable to it and our terms of business
- **'Accreditation'** means the engaged organisation achieving the scheme standards required by the CIPP and therefore having the right to display the scheme logo in marketing and promotional material for a period of two years from the date of accreditation.
- **'Advice and guidance'** means a consultant associated with and/or employed by the CIPP and experienced in the Payroll Assurance Scheme will provide additional information about the accreditation process in generic terms in respect of the activities required of the engaged organisation and the CIPP
 - Whilst the consultant can advise on, for example, types of evidence which the CIPP will require, the consultant cannot advise on the actual evidence which the engaged organisation should provide. The consultant can also share information about how other engaged customers have approached the process from a best practice viewpoint but cannot share otherwise confidential information such as names of other organisations.

- **'Assessment'** means the process which the CIPP will undertake to review the evidence of compliance supplied by the engaged organisation to assess whether the standard has been achieved.
- **'Coordinator'** means the CIPP employee responsible for administration of the Payroll Assurance Scheme.
- **'Day'** means a period of seven hours between 9am and 5pm on a weekday but excluding bank holidays (in England and Wales).
- **'Engaged organisation'** means the organisation which has committed to seeking scheme accreditation/re-accreditation.
- **'Re-accreditation'** means submitting enough evidence to the CIPP to support the continued use of the scheme logo for a further period of two years.

2. Conditions Applying

- 2.1. These terms and conditions supersede any terms and conditions proposed by The Buyer and may not be varied except with the written consent of The Company in accordance with 2.3 below.
- 2.2. Prior to booking you must refer to our Website terms and conditions.
- 2.3. For Privacy and Data Protection Policy refer to clauses 5 and 8 of our Website terms and conditions.
- 2.4. Any variation to these terms and conditions must be agreed in writing and signed or countersigned by a Director of The Company.

3. Fees, Invoicing and Payment

3.1. Fees

The price(s) charged will be as agreed with the Coordinator prior to the purchase of the Products/Services and will be detailed in the contract. All prices quoted are exclusive of VAT which will be added to all sums due under invoice. The Buyer will pay fees in full and, except as stated in these Terms, fees are not refundable.

3.1.1. Fees are payable prior to the process formally starting and are inclusive of the following:

- Advice and guidance relating to the accreditation, but excluding any costs incurred for expenses for onsite meetings outside of the standard assessment by the engaged organisation
- A detailed report of findings from the assessment
- A plaque and e-certificate for organisations that successfully achieve accreditation
- License to use the scheme logo in marketing material for two years from date of accreditation

3.1.2. Additional days, if required, will be charged separately at £1,050 per day only where the organisation has specifically requested additional attendance. All consultant's expenses will be included in this fee.

3.2. Invoicing and Payment

The following payment terms form part of your original contract and must be adhered to. Payment can be made by credit/debit card in advance, or an invoice will be generated on receipt of this contract. The assessment cannot take place until the payment is cleared. Standard 30 day terms will apply from the date of invoice. Methods of payment are detailed on our invoices.

3.3. Non-payment of invoices

If the buyer has any queries on receipt of the invoice, The Buyer will write to The Company specifying their concern within 14 days of the date of the invoice. If the buyer does not raise such a query, payment of the invoice shall be due in accordance with clause 3.2 above.

4. Rescheduling, Cancellation and Non-attendance

- 4.1. By us: The dates and times agreed are provisional. We will use reasonable endeavours to adhere to these; however, we may reschedule or cancel if circumstances beyond our control make cancellation necessary. Circumstances beyond our control include, but are not limited to, acts of terror, natural disaster, strikes, 'Acts of God' and adverse weather conditions. In the event of a change or cancellation we will make reasonable endeavours to notify you and offer you an alternative. If you do not accept an alternative we shall refund fees paid for the original booking and you agree that we shall incur no further liability whatsoever as a result of the cancellation.
- 4.2. By you: The Buyer agrees to engage and complete the process within three months of the due date. Whilst we accept as above (4.1) there are circumstances which may prevent this, The Company reserves the right to withhold the fee should the assessment not take place in a timely manner, which would be a maximum of six months post the due date on reaccreditation.
- 4.3. Failure to re-engage with the scheme will mean withdrawal of the licences to use all CIPP logos. A notice period of three months from the due date will be enforced and removal of all CIPP logos must be complied with.

5. Changes affecting the accreditation

- 5.1. The accredited organisation will advise the Coordinator of any major organisational changes, for example mergers/demergers or substantial changes to the assessed processes and the CIPP retains the right to re-assess affected areas and/or suspend the right of the organisation to use the scheme logo.

6. Limitations of accreditation

- 6.1. The CIPP accepts no liability on any issues relating to the customers payroll. The Payroll Assurance Scheme accreditation provides no guarantee of service, or success in any subsequent audits by other internal or external bodies e.g. internal audit or HMRC.

7. Membership Offer for Payroll Assurance Scheme participants

- 7.1. Organisations who engage with the Payroll Assurance Scheme will be able to nominate one employee for associate membership of the CIPP for 12 months
 - 7.1.1. The nominated employee should not be an existing member of the CIPP
- 7.2. 7.2 All subsequent new members will have the registration fee waved upon joining
 - 7.2.1. If applying online or via any member of the team, please use the code PAS19 when requesting this discount

8. Data protection

- 8.1. All data collected as part of this contract for services is in accordance with the data protection regulations applicable to the UK as outlined within the CIPP's privacy notice.
- 8.2. If you wish to exercise your rights of access to your personal data processed by the CIPP then please contact us, in writing, at the address below:

CIPP, Goldfinger House, 245 Cranmore Boulevard, Shirley, Solihull, West Midlands, B90 4ZL

9. Copyright

- 9.1. We retain ownership and sole rights to the copyright of any material provided for the purpose of the assessment.
- 9.2. Audio or video recording at any assessment is not allowed except where we have given prior written permission.

10. Law of England

- 10.1. For all legal relationships between the Company and the Buyer, the law of England and Wales shall apply.

11. Severability

- 11.1. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement.