

# Terms and Conditions

## For the Provision of My Max Exec Services

### Definitions:

- "PayStream": PayStream Accounting Services Limited (Company no. 07598955) whose registered address is Mansion House, Manchester Road, Altrincham, WA14 4RW
- "Contractor": the individual who has agreed to purchase the Services and accepted these Conditions.
- "Services": the My Max Exec services, as outlined in the Description of Services included within these Conditions, and as may be varied by PayStream and notified to the Contractor from time to time.
- "Conditions": means the terms and conditions set out herein together governing the provision of the Services;
- "Fee": the administration charge payable by the Contractor to PayStream for the provision of the Services:
  - Where a Contractor is weekly paid the Fee is £5.99 (inc. of VAT) per weekly payment made to Contractor by PayStream.
  - Where a Contractor monthly paid the Fee is £24.99 (inc. of VAT) per monthly payment made to Contractor by PayStream.

### Description of Services:

- Immediately after these Conditions are accepted:
  - **A dedicated team** will be available to the Contractor as a point of contact in respect of any queries.
- Once one deduction of the Fee has been made:
  - **TAS services** will become available to the Contractor (further details provided on request)
  - **Two IR35 reviews** per calendar year will be available to the Contractor
    - Each IR35 review will be completed in accordance with our separate IR35 terms and conditions (provided on request) and will only be carried out where the review is of an assignment offered and confirmed by an agency and/or client after the date on which the Contractor first began employment with PayStream. The review will therefore be of an assignment that is separate to the assignment for which the Contractor first joined PayStream's employment.
- Once twelve deductions of the £5.99 Fee (where Contractor paid weekly) OR three deductions of the £24.99 Fee (where Contractor paid monthly) have been made within a tax year:
  - **A standard Self-Assessment Tax Return** will be available to the Contractor
  - Any additional work will be charged to the Contractor as needed.
  - Any Contractor that does not meet the qualifying criteria for this part of the service but still wishes for PayStream to conduct a self-assessment tax return, may be eligible to a discounted rate. This will be determined at PayStream's absolute discretion.
  - **TIPS** also becomes available to any self-assessment tax return produced by PayStream to the Contractor (further details provided on request).

## 1. General provisions

- 1.1 Words in the singular include the plural and, in the plural, include the singular.
- 1.2 A reference to one gender includes a reference to the other gender.
- 1.3 Condition headings do not affect the interpretation of these Conditions.
- 1.4 The Services shall be provided by PayStream for the benefit of the Contractor. The following Conditions apply exclusively and on an ongoing basis to the provision of the Services by PayStream, without it being necessary for PayStream to refer to them in each individual case.

## 2. Variation

- 2.1 A contract based on these Conditions is formed upon selection of the My Max Exec option via PayStream's online portal whether this is selected by the Contractor directly, or by a member of our Customer Care team on verbal or written instruction by the Contractor, or, as may be otherwise agreed between the parties from time to time. The selection of the My Max Exec option shall be deemed to be an offer by the Contractor to purchase the Services from PayStream and enter into an agreement subject to these Conditions, which will apply to the exclusion of all other terms and conditions.
- 2.2 These Conditions constitute the entire agreement between the PayStream and the Contractor with respect to the provision of the Services and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
- 2.3 All drawings, brochures, descriptive matter, price lists or advertisements howsoever supplied by PayStream in respect of the Services are approximate only and intended for general guidance and information purposes only and shall not form part of the Conditions. The parties hereby acknowledge and confirm that they have not entered into the Conditions in reliance upon any representation or warranty or other undertaking not fully reflected in these terms.

- 2.4. Notwithstanding the provisions of clauses 2.1.-2.3., PayStream reserves the right at all times to vary any of the terms of the Conditions at any time. Publication of any variation or addition by such means as PayStream may reasonably select and notification to the Contractor's online portal shall constitute effective notification to the Contractor. Contractor is advised to check their online account at least once a month. The Contractor has the right to object to the amendments to these Conditions in writing within 4 weeks of PayStream's notification, otherwise amendments shall be considered an integral part of the Conditions. In the event of any objection, PayStream reserves a right to immediate termination of the Conditions. Deviating, conflicting or supplementary general business conditions of PayStream shall only form part of the Conditions between the parties to the extent that PayStream has expressly approved the validity thereof in writing.
- 2.5. Any individual agreements made on a case-by-case basis with the Contractor shall only have priority over these Conditions, where any individual agreements have been set forth in a written contract, signed by both parties, and confirmed in writing by PayStream.

### 3. Performance of Services

- 3.1 PayStream undertakes to implement and perform its obligations set out in the Conditions to the highest professional standard.
- 3.2 If any disagreements arise in connection with the Services, the parties shall enter into negotiations to settle these matters. PayStream's decision shall be final.
- 3.3 The Services shall be performed by PayStream within the agreed timeline. Any delays in delivery or performance shall be notified and explained to the Contractor as soon as reasonably possible. In the instance of a delay, full payment for the Services will still be owed to PayStream, unless otherwise agreed by PayStream and confirmed in writing. PayStream shall not be held liable for any expenses, costs or other losses incurred by the Contractor, whether directly or indirectly, as a result of the delay, (including but not limited to any charges that the Contractor is required to pay to third parties etc. on account of the delay in delivery or performance, including any costs incurred by Contractor in procuring a replacement for Services) where such delay is not directly attributable to a fault by PayStream. Any payment for losses, refunds or deductions to payments owed to PayStream will be at PayStream's sole discretion.

### 4. Delivery and acceptance

- 4.1 If any issues are identified by the Contractor on completion of the Services, then the Contractor must inform PayStream without undue delay. If PayStream is notified of any such issue within a reasonable timeframe (no later than 7 days from completion of the Services), then PayStream shall rectify any defects at its expense without delay. Although PayStream will use endeavours to rectify the defect within a reasonable timeframe, there is no set period of time in which an issue must be rectified by PayStream.
- 4.2 If the Contractor does notify PayStream of any defects within the 7 day timeframe outlined in clause 4.1., then further payment may become due to PayStream for further work which becomes due. Nothing in this clause shall affect the Contractor's other rights of remedy.

### 5. Payment for Services

- 5.1. The Contractor agrees for the Fee to be deducted per pay interval in order to cover PayStream's administration costs of providing the Services. Once a contract based on these Conditions is formed as outlined at clause 2.1, the Fee will be deducted each time a payment is made by PayStream to the Contractor thereafter, until such time the contract and these Conditions are terminated by both party and any relevant notice period has expired. Each deduction of the Fee will be displayed on the payslip provided by PayStream to the Contractor. For the avoidance of doubt, the Fee will be deducted after all other relevant deductions have been made (including but not limited to any statutory deductions such as Income tax and National Insurance).
- 5.2. PayStream may alter the Fee at any time by giving notice to the Contractor and may alter or withdraw any other price quoted at any time without notice.
- 5.3 Should PayStream be unable to deduct the Fee from the Contractor's payment as outlined in this clause 5.1 (for instance due to National Minimum Wage or National Living Wage requirements), then the Contractor agrees that the Fee will still be payable to PayStream, and all sums owed to PayStream shall be immediately due and payable on demand. In such instance the Contractor must make payment of the Fee to PayStream by way of a direct bank transfer. Alternatively, the Contractor may agree, where possible and agreed by PayStream, for any outstanding Fees to be deducted from later payments made by PayStream to the Contractor.
- 5.4 If a Contractor's payment of any outstanding fee is not received within 4 weeks, PayStream shall retain the right to immediately terminate the Conditions and in such circumstance, no further Services shall be provided by PayStream until such time the Contractor pays any outstanding Fees to the Company, and re-enters into the Conditions with PayStream.

### 6. Termination

- 6.1 Unless otherwise agreed in writing, the Conditions may be terminated by PayStream at any time for any reason with immediate effect by giving the other party written notice including via email or SMS text.
- 6.2 Without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to cancel the Services immediately if, subject to clause 6.4, there is any default in PayStream's obligations under the order which cannot be rectified.
- 6.3 Otherwise, the Contractor must provide 4 week's written notice to PayStream for the Conditions to be terminated. Payment of the Fee will continue to be due during any such notice period.

- 6.4 If the Conditions are terminated in accordance with Clause 6.2, no Fee already paid to PayStream shall be refundable, unless otherwise agreed between the parties and confirmed in writing by PayStream. All refunds or reduction of Fees payable, will be at PayStream's absolute discretion.
- 6.5 If the Contractor's employment with PayStream ends the Conditions will be terminated automatically and with immediate effect. PayStream will not be liable for any further provision of the Services, save that a Self-Assessment Tax Return shall be completed by PayStream where the Contractor, prior to the employment with PayStream ending, met the relevant criteria for such, as outlined in the Description of Services.
- 6.6 The Contractor can withdraw his acceptance of the Conditions within 14 calendar days of accepting the Conditions, by notifying PayStream in writing. This "Cooling-off period" begins the day after the Conditions are accepted.
- 6.7 If any Fees have been deducted by PayStream, or paid directly by the Contractor to PayStream during the Cooling-off period, then, provided that the delivery of any, or part of any, Services has not commenced prior to the Contractor withdrawing his acceptance, PayStream shall refund the total amount of Fees paid, back to the Contractor. In the delivery of any, or part of any, Services has commenced prior to the Contractor withdrawing his acceptance, then no refund of any Fee will be due.

## 7. Liability

- 7.1 Subject to the other provisions of these Conditions the provisions of this condition 7 set out the entire financial liability of PayStream.
- 7.2 Nothing in these Conditions excludes or limits the liability of PayStream for death or personal injury caused by PayStream's negligence or for fraud or fraudulent misrepresentation
- 7.3 PayStream's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Conditions and/or performance of the Services shall be limited to £1,000.;
- 7.4 PayStream shall not be liable to the Contractor for: (i) loss of profit; or (iii) loss of business; or (iv) depletion of goodwill or otherwise; (v) in each case whether direct, indirect or consequential; or (vi) or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Conditions.
- 7.5 The Contractor agrees that he shall notify PayStream as soon as practicable of any potential claim that the Contractor may have in respect of any indemnity given by PayStream under the Conditions and the Contractor shall take all reasonable steps to mitigate the value of any claim it may have against PayStream.

## 8. Data Protection

- 8.1 PayStream will comply with the Data Protection Act 2018 replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") and collectively with the foregoing "EU Data Protection Laws" and any data protection laws substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the European Union together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;
- 8.2 The Contractor acknowledges that their personal data may be held, processed and used in ways provided for in PayStream's privacy policy.

## 9. Force Majeure

- 9.1 If the performance of the Services by PayStream shall be delayed by any circumstances or conditions beyond the reasonable control (including without limitation, fire, flood, war, acts of terrorism, acts of God, government actions, strikes, lock outs and fuel shortages) of PayStream, PayStream shall have the right at its option: (a) to suspend further performance of the Services until such time as the cause of the delay shall no longer be present; or (b) to be discharged from further performance of and liability under these Conditions.

## 10. Other provisions

- 10.1 PayStream may assign any, or any part, of its obligations under the Conditions to any person, firm or company.
- 10.2 Should any provisions contained in these Conditions be or become legally invalid, this shall not affect the remaining provisions of these Conditions.
- 10.3 No waiver by PayStream of any breach of the Conditions by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.4 The Conditions shall be governed by the laws of England and the Contractor and PayStream submit to the exclusive jurisdiction of the English courts in respect of any claim brought under the contract.
- 10.5 The parties to the Conditions do not intend that any term of the Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 10.6 PayStream reserves the right to sub-contract the fulfilment of the Conditions or any part thereof.

## 11. Communications

- 11.1 Communications to PayStream shall be deemed to have been received:  
(a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or (b) if delivered by hand, on the day of delivery; or (c) if sent by e-mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day
- 11.2 Communications addressed to PayStream shall be marked for the attention of Customer Services.