



IRIS Payroll Services General Terms and Conditions

From 12 May 2025 IRIS has updated the Terms and Conditions for IRIS Payroll Services offerings, applicable to any new and renewing customers on or after this date.

IRIS PAYROLL SERVICES GENERAL TERMS AND CONDITIONS

The IRIS Payroll Services General Terms and Conditions (the “**Terms and Conditions**”) cover the use of those IRIS Software Group Services listed at the beginning of these Terms and Conditions, under Covered Services. By using and/or ordering the Services, you accept these Terms and Conditions, or by continuing to use the Services after being notified of a change to these Terms and Conditions.

BETWEEN:

(I) IRIS Software Limited or the IRIS Group Company stated in an Order or invoice (“**IRIS/Supplier/We/Us/Our**”); and

(II) The person/entity/firm/company either: (i) specified as the Customer in an Order; or (ii) using the Software or Services (“**Customer/You/Your**”).

+ Version and Document Control

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+ Covered Services

The following services are covered by these Terms and Conditions but may not be available as new Service purchases. All Services are subject to Sections 1, 2, and Section 3 if Third Party Software is purchased and/or accessed as part of the Service. Some Services are subject to additional applicable sections as indicated in the table below.

Service	Additional Applicable Sections
IRIS Corporate Payroll Services	Section 4, Section 6
IRIS Education Payroll Services	Section 4, Section 6
IRIS Hospitality Payroll Services	Section 4, Section 6
Troncmasters (by IRIS)	Section 5

+ Section 1 Definitions and Interpretation

1.1. In this Agreement:

Actual Start Date means the date when IRIS completes its first payroll run (or parallel run process) for the Customer (as determined by IRIS) and the start of the Term;

Additional Charge means, if applicable, any additional fees charged in accordance with the Fee Schedule;

Agreed Start Date means a date agreed by IRIS and the Customer when the parties anticipate the first payroll run will be completed and described as such in the Order. This may be different from the Actual Start Date;

Agreement means these Terms and Conditions, any Order, the Solution Description and any other documents expressly incorporated by reference in these Terms and Conditions and any amendments or variations to the Terms and Conditions, Order or Solution Description;

AML or Money Laundering Regulations means the Proceeds of Crime Act 2002, UK Money Laundering Regulations, 2019, the Terrorism Act 2000, the Fraud Act 2006 and any related anti-money laundering legislation applicable in the UK;

Authorised Contact is the name of any person within the Customer business with whom IRIS can discuss information relating to, or held within, the Services;

BACS means Bankers Automated Clearing Services Limited;

Business Day means any day which is not a Saturday, a Sunday or a public/bank holiday in the United Kingdom;

Change Control means the process whereby the Customer requests new or additional services from IRIS as defined in S.2 clause 18.3;

Charges or Fee(s) means the fees, charges and expenses payable under this Agreement as set out in the Order, or otherwise, and charged in accordance with the Fee Schedule as amended from time to time;

Commencement Date means the date that the Agreement is signed by the Customer or the date when the Customer accepts any change to the Services in accordance with Change Control;

Confidential Information means all confidential information disclosed by either party to the other designated as confidential in writing or that ought to be in good faith considered confidential and proprietary

Consultancy and Training Day means any days purchased by the Customer (as detailed within the Customer Order) and delivered on-site or remotely by one of Our specialists on a pre-agreed date, time and location.

Customer Data means all data which is supplied to IRIS by or on behalf of the Customer and relating to the Customer's employees, business, operations or clients; and any Personal Data in respect of which the Customer is the Data Controller (as defined under Data Protection Laws);

Equipment means the Customer hardware or system/infrastructure on which the Software is accessed from;

Dispute Resolution Procedure means the procedure for dealing with disputes under this Agreement as set out in S.2 clause 20;

Documentation means the operating manuals, user instruction manuals, technical literature and all other related materials IRIS supplies to the Customer in any form pursuant to this Agreement that instructs or aids the Customer's use and knowledge of the Software and Services;

Fee Schedule means the Service fee schedule at Section 4 or Section 5, as applicable;

Force Majeure Event means an unforeseeable and insurmountable act, event or set of circumstances which affects the performance by a party of its obligations under this Agreement and which is beyond that party's reasonable control;

Group Company means (in relation to each party) any subsidiary, group or parent company from time to time of a party (as such words are defined in the Companies Act 2006);

HMRC means HM Revenue and Customs;

Initial Term means the period of months detailed on the Order, commencing from the Actual Start Date;

Intellectual Property Rights or **IPR** means patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

IRIS Relief Event means (a) any negligent act or omission or any failure or delay on the part of the Customer in relation to a customer obligation; or (b) any error, inaccuracy or omission in any Customer Data, or (c) any failure in the receiving, transmission or execution of Customer Data or payment instructions by BACS;

Marketing Collateral means advertising and marketing materials and collateral (including all physical, digital or electronic imagery), copy, promotional material, commercials, images, artwork, archival materials and product catalogues, in each case, that are solely used in or solely related to the business.

Order means a request for Services made by the Customer and accepted by IRIS in an order form or the confirmation of an order sent to You, which sets out details of the Services to be provided by Us to You during the Term together with the Fees/Charges.;

Payslip means the calculation and production by IRIS of a payslip for a Customer employee;

Planned Activities means a planned chargeable event or action, agreed to take place at a time agreed between the Customer and IRIS;

Primary Client means the Customer;

Proposal has the meaning given to it in S.2 clause 18.3 (Change Control);

Recurring Monthly Charges means payments to be made each month to IRIS by the Customer for provision of the Services as set out in the Order;

Related Person means the Customer's employees, officers, representatives, advisers or subcontractors involved in or affected by the provision or receipt of the Services, including, for the avoidance of doubt, any person whose salary is processed by IRIS as part of the Services;

Renewal Term means a period equal to the Initial Term;

Review Date means each anniversary of the Actual Start Date;

Secondary Client means any entity for which the Primary Client is procuring the Services (IRIS will not have any contractual relationship with any Secondary Clients);

Secondary Client Addendum means the IRIS addendum to this Agreement which sets out the details of any Secondary Clients;

Services means the services to be provided by IRIS to the Customer and as described in the Order and Payroll Solution Description;

Software means any software access provided by IRIS to the Customer in order to facilitate the Services;

Solution Description means the document which fully describes the Services which shall be provided to the Customer and/or made available on IRIS' website and/or if applicable, set out at Section 5, as may be updated by IRIS from time to time insofar as such updates do not materially diminish or alter the Services;

Term has the meaning given to it in S.2 clause 8.1;

Termination means expiry or termination of this Agreement for any reason;

Termination Fee means the fee payable by the Customer in the event S.2 clause 8.9 applies;

TUPE Regulations or **TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

User means each of the Customer's employees/temporary agency staff/contractors or authorised representatives that authorised to access the Software;

VAT means value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax; and

1.2 Unless the context otherwise requires, the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.3 References to any statute or any section of any statute include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time, unless the contrary is stated. References to any rules, regulations, codes of practice or guidance include any amendments or revisions from time to time.

1.4 A reference to **writing** or **written** includes any method of reproducing words in a legible and non-transitory form.

1.5 References to **include**, **includes**, **including** and **included** shall be construed without limitation to the generality of the preceding words.

1.6 Clause headings are inserted only for convenience and are in no way to be construed as part of this Agreement.

1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.8 A reference to **indemnify** or **indemnifies** means on demand to indemnify and keep indemnified, and hold harmless, the party to be indemnified on an after-tax basis.

1.9 In the event of any conflict or inconsistency between any of the parts of this Agreement (unless expressly stated otherwise) the terms of the part first appearing below shall prevail to the extent of the inconsistency:

1.9.1 the Order;

- 1.9.2 the provisions of Section 3 where applicable and only to the specific Third Party Software licence obligations;
 - 1.9.3 the provisions of Sections 4-6 of these Terms and Conditions where applicable;
 - 1.9.4 the provision of Sections 1-2 of these Terms and Conditions; and
 - 1.9.5 any document incorporated by reference into these Terms and Conditions.
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+ Section 2 Generic Clauses

1. SERVICES

- 1.1. The Services shall begin from the Actual Start Date and continue for the Term.
- 1.2. The Customer shall pay the Charges for the Services.
- 1.3. Planned Activities that are cancelled or postponed by the Customer, shall be subject to a charge as detailed in the Fee Schedule.
- 1.4. Any Consultancy and Training days purchased shall be valid for a period of twelve (12) months from the Commencement Date, after which, they expire. Any cancellation shall be charged at the full rate (at the discretion of IRIS)
- 1.5. The Customer acknowledges that when dealing with tax authorities/HMRC on the Customer's behalf, IRIS is required to be honest and to take reasonable care to ensure that the Customer's returns are correct.
- 1.6. To enable IRIS to perform the Services, the Customer undertakes to provide IRIS with all required Customer Data, being complete and accurate in accordance with the timescales reasonably instructed by IRIS in the Solution Description, and if required from time to time to enable IRIS to provide the Services.
- 1.7. Work undertaken by IRIS as a result of additional, incomplete, or late submissions of Customer Data by the Customer will be considered additional Services and additional Charges may apply in accordance with the Fee Schedule.
- 1.8. Time will not be of the essence in achieving the Agreed Start Date in respect of the Services.
- 1.9. The Customer undertakes to IRIS that it shall ensure that sufficient funds in collectible form are available in its bank account at all relevant times during the Term to finance the entire payroll processed by IRIS as part of the Services, and the Customer acknowledges and agrees that IRIS has no responsibility whatsoever to the Customer, Secondary Clients, or Related Persons to provide funds or ensure the availability of funds to pay any amount which is payable by the Customer to any person (including, without limitation, in respect of the processed payroll).
- 1.10. The Customer shall examine all Customer Data (including, for avoidance of doubt, payroll data) which has been processed by IRIS as part of the Services in the format in which such processed Customer Data is delivered or sent to the Customer by IRIS for this purpose with reasonable care and diligence for errors, omissions, or discrepancies and shall notify IRIS immediately of any such errors, omissions or discrepancies. Once the Customer has either (i) confirmed its approval of the accuracy and completeness of any such processed Customer Data in the format sent or delivered to it by IRIS (by the agreed cut-off date where applicable); or (ii) even where it has not communicated such approval, it has not notified any such errors, omissions or discrepancies to IRIS (by the agreed cut-off date where applicable), IRIS shall have no liability or responsibility to the Customer, Secondary Client(s) or any Related Person in respect of any loss or liability incurred by the Customer, Secondary Client(s) or any Related Person or in respect of any errors, omissions, discrepancies or other issues which may arise thereafter as a result of non-communication by the Customer to IRIS of any such error, omission, or discrepancy.
- 1.11. The Customer shall be solely responsible for ensuring its own compliance with all legal and regulatory obligations imposed on the Customer, including without limitation under all applicable Data Protection Laws, employment and tax law, and which are relevant to the subject-matter of this Agreement, including Services. IRIS shall have no responsibility or liability to any person including, without limitation, the Customer,

Secondary Client(s) or any Related Person in respect of the Customer, with regard to any non-compliance by the Customer with its own legal and regulatory obligations (including, without limitation and for avoidance of doubt, where such non-compliance results, directly or indirectly, from IRIS following a direction of the Customer) and regardless of IRIS' state of knowledge regarding same.

- 1.12. The Customer and IRIS acknowledge where any error has occurred each shall use their best endeavours to mitigate any losses. In the case of overpayments to employees, the Customer must advise IRIS as soon as practicable after becoming aware.

2. SOFTWARE LICENCE OBLIGATIONS

- 2.1. Where relevant, IRIS grants to the Customer a non-exclusive, non-transferable licence to use the Software in the course of its business and also to assist the performance of the Services, subject to clause 2.2 below.
- 2.2. The licence is subject to the following:
 - 2.2.1. the Customer may not disassemble, decompile, reverse engineer, modify, adapt, make error corrections, attempt to copy, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Software and/ or Documentation (as applicable) in any form or media or by any means except as permitted by this Agreement, by law or with the prior written consent of IRIS;
 - 2.2.2. the Customer may not, subject to any provisions in this Agreement, license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the Software and/ or Documentation available to any third party except the authorised Users without the prior written consent of IRIS;
 - 2.2.3. the Customer may not access all or any part of the Software and/ or Documentation in order to build a product or service which competes with the Software and/ or the Documentation;
 - 2.2.4. the Customer may not make adaptations or variations of the Software without the prior written consent of IRIS;
 - 2.2.5. if any of the Equipment becomes inoperable for any reason, the Software may be temporarily used on backup equipment until such hardware is repaired;
 - 2.2.6. the Software may only be used by employees or contractors who have been properly trained in the use of the Software by IRIS and are Users approved by IRIS.
 - 2.2.7. The Customer must not use the Software in any way that causes, or may cause, damage to the Software Services or Software platform or impairment of the availability or accessibility of the Software; and the Customer must not use the Software in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
 - 2.2.8. The Customer must comply with the terms and conditions of use for the Software, in the form published by IRIS from time to time. The Customer must ensure that all Customer employees and others using the Software comply with those terms and conditions.
 - 2.2.9. The Customer must input using the Software, all such data as IRIS may reasonably request in order to enable the provision of the Payroll Services. Such data must be provided in accordance with any timetable specified by IRIS (acting reasonably) from time to time.

3. INTELLECTUAL PROPERTY

- 3.1. The Customer may not use any Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates the IPR or any other right of any person, or that violates any applicable law.
- 3.2. All copyright, database rights and other IPR in the Software and Services and rights in any copies of them constitute IRIS' valuable property and shall at all times belong to IRIS or IRIS licensors and the Customer shall have no rights in the Licensed Materials except those expressly granted under the terms of this Agreement. The Customer agrees to do all further acts, including but not limited to the execution of documents, as IRIS may from time to time require for the purpose of giving IRIS the full benefit of this clause.
- 3.3. All IPR in Payslips and corresponding deliverables shall vest in IRIS (including but not limited to formatting,

source code, design, logos, etc.). Where Payslips include Customer Data, the Customer retains full ownership of Customer Data and shall have a perpetual right to use the Payslips in combination with Customer Your Data.

- 3.4. The Customer shall notify IRIS immediately if it becomes aware of any unauthorised access to, use, copying or disclosure of, any part of the Software and Services including any feature of the design or structure of any database by any person and permit IRIS'S staff immediate remote access to the Software or immediate access to the Location or such other location as it may consider necessary or appropriate to ensure and monitor compliance. IRIS reserves the right to suspend upon any failure by the Customer to grant such access.

4. PAYMENT TERMS

- 4.1. All paid Charges are non-refundable.
- 4.2. All Charges are exclusive of VAT unless otherwise specified.
- 4.3. IRIS shall be entitled to increase the Additional Charges set out in Section 3 (Fee Schedule) no more than once per annum. IRIS shall be entitled to increase the Recurring Monthly Charges payable under the Agreement on the Review Date by:
- 4.3.1. no more than ten (10) percentage points above the proportion by which the RPI for the month preceding the Review Date exceeds the figure for the month 12 months before the Review Date; greater;
- 4.3.2. on not less than thirty (30) days' prior written notice, by any price increase levied upon IRIS by providers of third party software or services;
- 4.4. Charges are payable in accordance with the Fee Schedule. The Customer shall pay all invoices submitted by IRIS in full and cleared funds within 30 days after the date of such invoice.
- 4.5. Unless otherwise agreed in writing, all payments with respect to the Services shall be by the method(s) stated in an applicable Order. If applicable, the Customer shall be liable for all administration fees incurred in respect of a direct debit transaction.
- 4.6. If any sum due from the Customer is not paid on the due date for payment as set out in the Order then without prejudice to any other right or remedy available to IRIS, IRIS shall be entitled to:
- 4.6.1. charge statutory interest accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment or claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 at IRIS's sole discretion;
- 4.6.2. suspend the performance or further performance of all or part of its obligations under the Agreement without liability to the Customer after the Customer has been notified in writing of the non-payment and informed that IRIS may suspend performance and has been given not less than 10 Business Days to correct the late payment; and
- 4.6.3. subject to s.2 clause 9 (Data Protection), suspend Service and access to the Software until all outstanding payments are made in full.
- 4.7. On Termination of the Agreement for any reason, the Customer shall pay in full and cleared funds any outstanding monies due to IRIS within 14 days after the date of Termination.
- 4.8. When IRIS contracts with a Primary Client, the Set-Up Fee and Recurring Monthly Charges are an accumulative sum payable in respect of all the Secondary Clients. Secondary Clients that are new and not detailed on the Secondary Client Addendum are required to sign an additional Order via Change Control.

5. WARRANTY

- 5.1. IRIS warrants that it will perform the Services in accordance with the Solution Description.
- 5.2. Save for the warranty in S.2 clause 5.1 above, all other conditions, warranties or other terms which might have effect between IRIS and the Customer or be implied or incorporated into this Agreement, whether by statute, common law or otherwise, are hereby excluded, including without limitation the implied conditions, warranties, or other terms as to satisfactory quality and fitness for purpose.
- 5.3. The Customer acknowledges that complex software is never wholly free from defects, security vulnerabilities,

errors and bugs; and subject to the other provisions of these Terms and Conditions, IRIS gives no warranty or representation that the Software will be wholly free from defects, vulnerabilities, errors and bugs.

- 5.4. The Customer acknowledges that the Software designed to be compatible only with that software and those systems specified as compatible in the Solution Description and IRIS does not warrant or represent that the Software will be compatible with any other software or systems.

6. INDEMNIFICATION

- 6.1. Subject to this S.2 clause 6, IRIS shall indemnify the Customer against any claim that the normal use and access the Software and Services infringes the IPR of any third party which are effective in the UK. In no event shall IRIS be liable to the Customer if the Customer is in material breach of section 2 or 3 of this Agreement or if the claim arises as a result of (a) the use of the Software in combination with equipment or software not approved by IRIS, (b) by reason of alteration or modification not approved by IRIS or (c) where the claim arises because of a feature specified and requested by the Customer, (d) the Customer has used a release other than a current unaltered release of IRIS Software, if such an infringement would have been avoided by the use of a current unaltered release of IRIS Software, or (e) Third Party Software.
- 6.2. If the Service infringes or IRIS reasonably believes it infringes the IPR of any third party which are effective in the UK, IRIS shall have the right to (a) procure the continuing use of the infringing part (b) modify or replace the infringing part (c) refund an equitable proportion of the Charges (d) terminate all or a part of the Services, any Order, or this Agreement.
- 6.3. The Customer shall indemnify IRIS against any losses, damages, costs (including legal and other professional fees) and expenses incurred by or awarded against IRIS as a result of; any losses resulting from any third party allegation or claim that Customer Data, or the use of Customer Data with any of the Services in accordance with this Agreement, infringes or misappropriates such third party's IPR and any third party claims based on the Customer's or any User's: (i) negligence or wilful misconduct; (ii) use of the Services in a manner not authorised by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by IRIS or authorised by IRIS in writing; or (iv) modifications to the Services not made by IRIS.
- 6.4. If for any reason the TUPE Regulations do apply the Customer shall indemnify and keep IRIS indemnified against all and any claims, costs, expenses, awards, or liabilities (including without limitation legal expenses and other professional fees) whatsoever and howsoever arising, incurred or suffered by IRIS arising directly or indirectly from the application of the TUPE Regulations to this Agreement in relation to a transferring employee.
- 6.5. Should an indemnity event arise as under this S.2 clause 6, the indemnified party shall (a) give prompt notice of any claim to the indemnifying party (b) give the indemnifying party control of the defence and settlement of any claim (provided that the indemnifying party may not settle any third party claim unless the indemnified party consents to such settlement and provided that such settlement does not disrupt or adversely affect Our business) (c) give all reasonable assistance (at its reasonable cost).

7. LIMITATION OF LIABILITY

- 7.1. Nothing in this Agreement shall have the effect of limiting either party's liability for: fraud; death or personal injury caused by a party or its employees, agents or sub-contractors' negligence; or any other liability that cannot be limited or excluded by law.
- 7.2. Both parties' total aggregate liability arising under or in connection with this Agreement including in relation to any Order governed by this Agreement for all losses in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise in connection with any claim or series of connected claims arising from the same cause shall in no circumstances exceed the total Charges paid or payable (excluding VAT and expenses) for the applicable Order by the Customer to IRIS in the twelve (12) month period prior to the occurrence of the event which triggered the claim(s). Such limitation will however not apply to the parties' indemnification obligations, the Customer's liability for payment of validly raised invoices, and S.2 clause 7.1 of this Agreement.
- 7.3. IRIS shall have no liability to the Customer in respect of defaults covered by S.2 clause 7.2 unless the Customer notifies IRIS within twelve (12) months of the date the Customer became aware of the circumstances giving

rise to the event(s) complained of.

- 7.4. IRIS undertakes to the Customer that it shall maintain appropriate Cyber, Technical and Professional Services Liability insurance with a reputable insurance provider for the duration of this Agreement. Upon request, IRIS shall provide evidence of such insurance coverage, including a valid certificate of insurance within fourteen (14) days of written request by Customer.
- 7.5. **Exclusions from liability:**
- 7.5.1. In no event will either party be liable to the other in contract, tort, misrepresentation or otherwise for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, nor for any direct or indirect loss of profit, loss of anticipated profits, loss of revenue or loss of anticipated revenue (notwithstanding the Customer's liability for payment of validly raised invoices), loss of savings or anticipated savings, loss of business opportunity, or loss or depletion or goodwill or reputation.
- 7.5.2. In no event will IRIS be liable to the Customer for any (i) non-submission or (ii) anomalies in submissions of data to third parties not due to IRIS' gross negligence or outside of IRIS' control; increases in cost of working whether anticipated or not; loss or corruption of Data beyond that agreed, loss of use or loss of operating time and any costs and expenses associated therewith, loss or damage to Software or data which it contains (or the accuracy of any data in general either inputted or produced) or by the use of third-party add-on software whether or not the same are under warranty, the cost of purchasing elsewhere, for the actions or omissions of any third party in connection with the provision of the Services (including, without prejudice to the generality of the foregoing, the receiving, transmission or execution of data and the transmission of payment instructions by BACS); any penalties, interest or taxes assessed by any government or regulatory authority, except for penalties incurred as a proven direct result of IRIS breach of its obligations under this Agreement or otherwise which arise out of or in connection with this Agreement and whether or not foreseeable or made known to IRIS.
- 7.6. Notwithstanding any provision to the contrary in this Agreement, IRIS shall not be in default or liable for any failure or delay in the performance of its obligations under this Agreement where such failure or delay is caused by the occurrence of an IRIS Relief Event.
- 7.7. The Customer acknowledges that IRIS is not providing legal, tax, accounting, or investment advice to the Customer, Secondary Client(s) or any Related Party in connection with the Services.
- 7.8. The Customer agrees the exclusions and limitations set out in this Agreement are reasonable because (among other factors): the Software and Services are not developed specifically for the Customer; whilst IRIS follows proper industry standards, conducting all possible tests to guarantee error-free Software and Services is not economically feasible; and the allocation of risk between the parties in this Agreement is reflective of the level of Charges paid by the Customer.

8. TERM & TERMINATION

- 8.1. This Agreement shall commence on the Actual Start Date and shall continue, unless terminated earlier in accordance with these terms, for the Initial Term and any Renewal Term activated in accordance with S.2 clause 8.2 ("**Term**"). Where any additional Services have been agreed via the Change Control process then such new Services will commence on the date that the additional Order is signed and will run in conjunction with the Initial Term or Renewal Term as applicable. IRIS may update these Terms and Conditions as communicated to the Customer on the IRIS Website and/or provided to the Customer in the relevant Order or invoice. At the commencement of the Renewal Term, the Terms and Conditions as communicated to the Customer or as published on the IRIS website will apply.
- 8.2. Upon expiry of the Initial Term (or any Renewal Term), the Term shall automatically continue for a further Renewal Term unless or until either party has served on the other party at least six months' written notice stating its wish to terminate expiring on the last day of the then Initial Term or Renewal Term, as may be applicable.
- 8.3. Either party may terminate this Agreement immediately by written notice to the other if the other party:
- 8.3.1. commits any material breach of this Agreement and (if the breach can be remedied) it fails to remedy the breach within 30 days of such notice setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement; or

- 8.3.2. commits a material breach of this Agreement which is not capable of being remedied; or
- 8.3.3. ceases carrying on business in the normal course, or calls a meeting of its creditors or makes a proposal for a voluntary arrangement within the meaning of Part 1 of the Insolvency Act 1986 or for any other composition or scheme of arrangement with (or assignment for the benefit of) its creditors, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if a trustee, receiver, administrative receiver or other similar officer is appointed or a meeting is convened for the purpose of considering a resolution for its winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or it is the subject of an administration order, or is subject to any equivalent process or proceedings in any jurisdiction anywhere in the world.
- 8.4. Without limitation, any failure by the Customer to (a) pay the Charges when required; or (b) supply the AML information required by IRIS to carry out the necessary checks, will be deemed a material breach of this Agreement.
- 8.5. IRIS may terminate this Agreement, including all or part of any Order or access to any Software of Services: (a) upon a change of Control of the Customer (b) immediately if a Customer, in IRIS' reasonable opinion, is in breach of S.2 clause 11, or becomes or is reasonably likely to become subject to restrictive sanctions identified at S.2 clause 11.3 and continuing to provide the Services would place IRIS in breach of such sanctions and/or present a conflict of interest or materially adverse effect on IRIS; (c) upon reasonable notice if required by a third party provider of any part of the Service or pursuant to applicable law or regulation; or (d) for convenience upon sixty (60) days prior written notice. In the event IRIS terminates this Agreement pursuant to this clause 8.5 (c) or (d), the Customer shall be entitled to claim a pro-rata refund of any unspent Charges, unless prohibited under applicable law.
- 8.6. Except where IRIS has terminated this agreement under S.2 clauses 8.3-8.5, IRIS shall provide the Customer, in an IRIS-standard format, such assistance as the Customer may reasonably require to facilitate the orderly transfer of services similar to the Services to the Customer or to another supplier.
- 8.7. On Termination, IRIS will either (a) if so requested by the Customer return (or make available) in IRIS-standard format the Customer Data in its possession in respect of the period of three years before termination at no charge (subject to payment of all Charges due at the date of the request); or (b) if not so requested by the Customer within thirty (30) days of Termination, destroy any Customer Data in its possession.
- 8.8. The Customer may request IRIS to provide Services after the date of Termination. IRIS may, in its sole discretion, agree to provide such Services on a time and materials basis subject to the prevailing Terms and Conditions.
- 8.9. In the event of early termination by the Customer, except under S.2 clause 8.3, IRIS will charge the Customer a Termination Fee for each payroll terminated. The Termination Fee will be calculated by multiplying the number of months left in the Initial Term or Renewal Term (as applicable) by the last Recurring Monthly Fee charged to the Customer. Termination Fees are payable on demand. If, following the Commencement Date, the Customer, through no fault of IRIS, fails to complete its first payroll run or parallel run process by the Agreed Start Date and seeks to terminate the Agreement prior to the start of the Term, the Customer shall be liable to pay to IRIS a Termination Fee comprising of twelve (12) months of Recurring Monthly Charges.
- 8.10. Any provision of this Agreement that expressly, by implication or by its nature is intended to come into or continue in force on or after Termination will remain in full force and effect following Termination. Termination of this Agreement in respect of any Order, however caused, shall not affect the rights of either party under this Agreement which may have accrued up to the date of termination

9. DATA PROTECTION

- 9.1. The Customer will only provide Personal Data to IRIS in accordance with all applicable laws. IRIS will process Customer Personal Data in accordance with the Customer Data Processing Terms found on the IRIS current website: <https://www.iris.co.uk/customer-data-processing-terms/>
- 9.2. The Customer has a right at any time to stop IRIS from contacting the Customer for direct marketing by writing to IRIS at Our registered office or unsubscribing at <https://go.iris.co.uk/Preference-Centre.html>
- 9.3. If applicable and relevant, IRIS shall follow Our archiving procedures for Customer Data. Except for the provisions of the applicable governing law, in the event of any loss or damage to Personal Data, IRIS shall not

be responsible for any loss, destruction, alteration or disclosure of Customer Your Data caused by any third party (except those third parties sub-contracted by IRIS Us to perform services related to Customer Data maintenance and/or back- up).

- 9.4. Except as contained in this Agreement, the Customer shall own all rights, title and interest in all Customer Data sent through to IRIS and shall have sole responsibility for its legality, reliability, content, accuracy and quality and of the means by which the Customer acquires such Customer Data. Where applicable, the Customer authorises IRIS and its sub-contractors to serve as the host and repository for the Customer Data entered into the Software as part of the Services.
- 9.5. The Software and Services may utilise artificial intelligence (AI) to assist with tasks such as payroll calculations, compliance checks, and fraud detection as well as provide insight into the use of IRIS products for future development and enhancement. AI is used to enhance accuracy, support, efficiency, and regulatory compliance, but IRIS' use of AI remains subject to human oversight. IRIS' use of AI will be compliant with all applicable rules and regulations including Data Protection Laws.

10. CONFIDENTIALITY

- 10.1. Both parties agree not to use or disclose Confidential Information relating to or owned by the other, received or disclosed to it by the other party during the term of this Agreement, save for use or disclosure required in order to perform their respective obligations under this Agreement. Disclosure shall be limited to such of the receiving party's employees, officers, agents, professional advisors, or contractors directly involved in performing the receiving party's obligations.
- 10.2. The parties agree that information is not to be regarded as confidential and that the receiving party will have no obligation regarding confidentiality where that information is already in the public domain or enters the public domain through no fault of the receiving party, or is received from a third party without any obligations of confidentiality, or is used or disclosed with the prior written consent of the owner of that information, or is disclosed for a proper purpose to a public authority or any regulatory body, or to a court of law in the UK, or is independently developed by the receiving party. Any Confidential Information will be returned or destroyed by the receiving party forthwith at the prior written request of the owner.
- 10.3. IRIS will be allowed to refer to the Customer in any publicity after performance of the Services. Notwithstanding this Clause 5, IRIS may include the Customer's name and logo within Marketing Collateral of IRIS for the relevant Service/s contracted by the Customer. The Customer may not disclose the content of this Agreement either during the Term or at any time following expiry or termination of this Agreement without our prior written consent, such consent not to be unreasonably withheld.
- 10.4. The Customer may not use IRIS' name or branding (or those belonging to any IRIS Group Company) in any form of advertising or publicity materials without IRIS' prior written consent, which IRIS may grant, withdraw, condition, or reject at any time in its absolute discretion.

11. COMPLIANCE

- 11.1. Each party shall comply with all applicable laws and regulation in relation to its activities under this Agreement.
- 11.2. **Antibribery and Corruption:** Both parties
- 11.2.1. warrant and represent that they have not and will not carry out any act that could be an offence under the Bribery Act 2010;
- 11.2.2. undertake to advise the other party immediately if it suspects any of its directors, employees, agents or associates of requesting or soliciting any bribe or otherwise conducting themselves in a manner that could be an offence under the Bribery Act 2010; and
- 11.2.3. warrant and represent that they have, or will have, adequate policies and procedures (as defined in the Bribery Act 2010) in place in their business to prevent bribery from occurring, and will maintain, enforce, and update those policies and procedures from time to time to ensure continuous compliance with this clause.
- 11.2.4. If either party reasonably suspects the other party is in breach of section 2 clause 11.2, that party may audit the other's procedures to ensure it is satisfied that such procedures are adequate. If the procedures are found to be materially inadequate, the defaulting party shall improve its procedures to an adequate standard and

be solely responsible for the costs of such audit and improvement to its procedures.

11.3. Sanctions

- 11.3.1. By entering into this Agreement and for the duration of this Agreement, the Customer warrants and represents that neither the Customer nor any of its beneficial owners, officers, or directors are the subject of restrictive sanctions maintained by the EU, U.S., Canada, U.K. or UN, or as otherwise may be deemed applicable as determined from time to time.
- 11.3.2. You shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, any goods or Services supplied under or in connection with this Agreement that fall under the scope of The Russia (Sanctions) (EU Exit) Regulations 2019 ("Sanctioned Goods").
- 11.3.3. You shall exercise best efforts to ensure that the purpose of clause 11.3.2 above is not frustrated by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of clause 11.3.2.
- 11.3.4. You shall immediately inform Us about any problems applying the above clauses, including any relevant activities by third parties that could frustrate the purpose of clause 11.3.2 above. You shall promptly make available to Us information concerning compliance with the obligations under the above clauses.
- 11.3.5. Where We have reason to believe that any Sanctioned Goods have been sold, exported or re-exported directly into the Russian Federation, We shall be at liberty to notify the relevant UK Authorities irrespective of any confidentiality agreement between the parties.

11.4. Anti Money Laundering:

- 11.4.1. The Customer acknowledges that IRIS is subject to regulatory supervision by the Institute of Certified Bookkeepers for the provision of the Services that obliges IRIS to conduct due diligence (including proof of identity) checks prior to the commencement of the Services and periodically during the Term under the Money Laundering Regulations.
- 11.4.2. Each party when processing due diligence and proof of identity will comply with S.2 clause 9 (Data Protection).
- 11.4.3. The Customer:
 - 11.4.3.1. will provide to IRIS on demand (both prior to commencement of the Services and at IRIS' request from time to time during the Term) all such evidence as IRIS may reasonably request in connection with its obligation to comply with the Money Laundering Regulations (or as subsequently amended).
 - 11.4.3.2. represents and warrants that all such information will be correct, up to date, complete, not misleading and supplied in a timely manner.
 - 11.4.3.3. acknowledges IRIS' legal obligation to retain such information for inspection by supervisory authorities for 6 years after the business relationship ends, or such other period as determined by future changes to the Money Laundering Regulations.
- 11.4.4. The Customer is limited to making payroll payments under this Agreement only from a source of funds pre-approved by IRIS in writing. If the Customer requests a change from a pre-approved source of funds utilised for payroll payments, the proposed new source of funds shall be subject to additional due diligence checks and IRIS' approval. IRIS shall not be liable for any failure or delay in meeting its Services obligations caused by such proposed new source of funds failing to obtain IRIS' approval.
- 11.5. A breach of any provision of this S.2 clause 11 shall be considered a material breach incapable of remedy, the innocent party may immediately terminate this Agreement without any further liability to the defaulting party.

12. EMPLOYEES

- 12.1. The parties confirm that they do not intend that this Agreement shall constitute a relevant transfer for the purposes of the TUPE Regulations.
- 12.2. The Customer will not attempt to employ either directly or indirectly or as consultants any IRIS employees during the Term or for a period of twelve (12) months after termination of this Agreement (howsoever

caused) without IRIS' prior written consent. If the Customer (whether directly or indirectly) employs or retains the services of any IRIS employees who provided the Services to the Customer, the Customer shall pay to IRIS on demand by way of liquidated damages representing a genuine pre-estimate of IRIS' loss a sum equal to 50% of the first year's salary and emoluments (including all payments fixed in advance) to be paid or intended to be paid to such individual unless IRIS agree in writing to the transfer in which case the liquidated damages will be waived. The foregoing shall not apply to a recruitment offer made to or employment of any person who contacts the Customer solely on his or her own initiative, or in response to a bona fide employment advertisement. The foregoing shall not apply to a recruitment offer made to or employment of any person who contacts a party on his or her own initiative, or in response to a bona fide employment advertisement.

13. FORCE MAJEURE

Neither party will be liable for failures, delays or reduced performance caused by any Force Majeure Event provided that it uses reasonable endeavours to perform regardless of the Force Majeure Event. Only those obligations of the affected party that are affected by the Force Majeure Event will be excused, and time for performance of such impeded obligations shall be extended accordingly. If any such event continues for more than ninety (90) calendar days and provided substantial performance is still impeded either party may terminate this Agreement forthwith by prior written notice without prejudice to the accrued rights of either party. Delays in payment obligations are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

14. ASSIGNMENT AND SUBCONTRACTING

- 14.1. The Customer will not assign or transfer all or part of its rights and/or obligations under this Agreement to any third party without IRIS's prior written consent, which IRIS will not unreasonably withhold or delay.
- 14.2. IRIS may assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the Customer's consent.
- 14.3. Subject to s.2 clause 9 (Data Processing) IRIS may subcontract the performance of any of its obligations under this Agreement, provided that IRIS will remain liable to the Customer for the acts and omissions of its subcontractors.

15. NOTICES

Any notice required or permitted to be given under this Agreement must be in writing and delivered personally, sent by courier, first class post such that the notifying party can prove delivery of the notice, in each case to the address of the receiving party set out in the Order. IRIS may send notices to the Customer via email to the email address specified in the Order.

16. SEVERABILITY

If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

17. WAIVER

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

18. ENTIRE AGREEMENT AND VARIATION

- 18.1. This Agreement and any document expressly incorporated in it contains the entire and only agreement between the parties and supersedes all previous agreements between the parties with respect to the subject matter hereof. Each party acknowledges that in entering into this Agreement, it has not relied on any representation, undertaking, promise or statement whether oral or in writing which is not expressly set out in this Agreement. Except as expressly provided in this Agreement all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, or otherwise howsoever are excluded to the fullest extent permitted by law. Nothing in the foregoing shall however affect any liability for fraudulent misrepresentation
- 18.2. Subject to S.2 clause 18.3, the Customer may not at any time submit, and IRIS will not be bound by and specifically rejects, any term, condition, obligation, or other provision which is different from or in addition

to the provisions of this Agreement or which may be in any order, receipt, acceptance, confirmation, correspondence, or other document; including without limitation, any provisions or terms of any click-through agreement for IRIS to register with, or connect with, Customer software, network, or platform. For the avoidance of doubt, submission or attempted submission of such additional or alternative terms and conditions or documentation shall have no effect on the Customer's obligations to make payment of any invoice for the Customer's use of any part of the Services.

- 18.3. **Change Control:** The Customer may request a change ("**Change**") to the Services in accordance with the following:
 - 18.3.1. the Customer shall request the Change in writing;
 - 18.3.2. IRIS shall inform the Customer in writing ("Proposal") whether the Change is possible and if so the cost of implementing the Change and the increase, if any, in the Fees;
 - 18.3.3. if the Customer accepts the Proposal in writing, the Agreement shall be deemed to be amended on the terms set out in the Proposal; and
 - 18.3.4. if the Customer does not accept the Proposal, the Agreement shall continue on the terms originally agreed in this Agreement.
- 18.4. The Agreement, and any Order entered into pursuant to these Terms and Conditions, may be executed in any number of counterparts using any approved method (including by means of electronic signature if approved by Us), and all counterparts together shall constitute one and the same instrument.
- 18.5. Upon any variation or change to this Agreement or the Services, Our obligation to provide the Services, and Your obligation to pay the Charges in respect of the same shall continue.

19. THIRD PARTY RIGHTS

A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The Customer hereby acknowledges and agrees that this Agreement will not be enforceable against any Group or associated company of IRIS, and the Customer's sole recourse and/or any rights or remedies it may have whether in contract, tort or otherwise arising from IRIS failure to comply with the terms of this Agreement will be against IRIS alone.

20. DISPUTE RESOLUTION

- 20.1. Any dispute which may arise between the parties concerning this Agreement shall be determined as provided in this S.2 clause 20.
- 20.2. For the purpose of this S.2 clause 20, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute.
- 20.3. After service of the notice of dispute, the following procedure shall be followed by the parties (and all periods specified in this S.2 clause 20 shall be extendable by mutual agreement):
 - 20.3.1. within 5 Business Days, the IRIS client payroll executive (to be notified by IRIS to the Customer) and the Authorised Contact shall meet (or discuss on the telephone) to attempt to settle the dispute; and
 - 20.3.2. if the client payroll executive and the Authorised Contact are unable to reach a settlement within 5 Business Days from the date of service of the notice, the IRIS payroll team lead (to be notified by IRIS to the Customer) and the Authorised Contact shall meet (or discuss on the telephone) within the following 5 Business Days to attempt to settle the dispute.
 - 20.3.3. If the payroll team lead and the Authorised Contact are unable to reach a settlement within 5 Business Days from the date of the meeting at S.2 clause 20.3.2 above, an IRIS Payroll Services manager (to be notified by IRIS to the Customer) and the Authorised Contact or, at the Customer's discretion, an alternative Customer-nominated representative shall meet (or discuss on the telephone) within the following 5 Business Days to attempt to settle the dispute; and
 - 20.3.4. If the IRIS Payroll Services manager and the Authorised Contact/Customer-nominated representative are unable to reach a settlement within 5 Business Days from the date of the meeting at S.2 clause 20.3.3 above,

then the Director of IRIS Payroll Services and a director of the Customer shall meet (or discuss on the telephone) within the following 5 Business Days to attempt to settle the dispute.

20.4. If no settlement is reached under the provisions of this S.2 clause 20, then S.2 clause 8.3 shall apply.

21. RELATIONSHIP BETWEEN THE PARTIES

The parties are independent contractors. Consequently, the provisions of this Agreement will not, under any circumstances, be interpreted as creating any agency or partnership between the parties. Neither party may bind the other in any manner whatsoever or in favour of anyone whomsoever, except in accordance with this Agreement.

22. RESERVATION OF RIGHTS

IRIS reserves all rights in the Services not expressly granted to the Customer in this Agreement.

23. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual dispute or claims) shall be construed in accordance with and governed by the law of England, and each party agrees to submit to the exclusive jurisdiction of the English courts.

+ Section 3 Third Party Software

1. ADDITIONAL DEFINITIONS

1.1. **“Third Party EULA” or “EULA”** means the end user licence agreement (if any) which governs the Customer’s use of or access to the applicable Third Party Software, in addition to this Agreement. This may take the form of a document which is published by the third-party supplier and accompanies the Third Party Software that the Customer procures from IRIS, or any terms determined by the relevant third party supplier on which IRIS is entitled to sub-license the Third Party Software to the Customer.

2. OBLIGATIONS

2.1. While the Customer’s commercial obligations remain with IRIS, Third Party Software may be subject to a Third Party EULA and additional privacy policies to which the Customer will be bound. IRIS recommends that the Customer reads any Third Party EULA.

2.2. Conflicting licence provisions of an applicable Third Party EULA shall take precedence over the terms of this Agreement.

+ Section 4 IRIS Payroll Services Fee Schedule

1. ADDITIONAL DEFINITIONS

1.1. **Anti Money Laundering Fee** means the Charges for electronic and, if necessary, other forms of Customer due diligence and proof of identity checks that IRIS is required to conduct per S.2 Clause 11.4 of this Agreement;

1.2. **Implementation Set-Up Fee** means the Charges set out an Order for IRIS to provide configuration, data transfer, and implementation of the Services;

1.3. **Payslip Fee** means the payslip fee described as such in the Order;

1.4. **Payslip Threshold** means the number of Payslips stated in the Order on which the Payslip Fee is based, beyond which additional Payslips are processed at an Additional Charge; and

2. SET UP FEE AND ANTI MONEY LAUNDERING FEE

2.1. The Implementation Set-Up Fee and the Anti Money Laundering Fee shall be billed to the Customer on the Commencement Date.

2.2. The Anti Money Laundering Fee is £50.00 + VAT. IRIS shall provide the Customer with three months’ written

notification if the Anti Money Laundering Fee changes.

- 2.3. The Anti Money Laundering Fee shall be charged to the Customer annually thereafter on the anniversary of the Commencement Date.

3. RECURRING MONTHLY CHARGES

- 3.1. Recurring Monthly Charges are payable by the Customer with effect from the Agreed Start Date, irrespective of whether or not the delivery of the Services actually commences by the Agreed Start Date unless the delay in commencement of the delivery of the Services is solely caused by IRIS' fault.
- 3.2. Recurring Monthly Charges shall be calculated by multiplying the Payslip Fee by the Payslip Threshold (and any other Charges detailed in the Order Form or in accordance with Change Control).
- 3.3. Recurring Monthly Charges shall be invoiced monthly in arrears.

4. ADDITIONAL CHARGES

- 4.1. IRIS reserves the right to charge an Additional Charge for any additional service including but not limited to:
- 4.1.1. supplementary pay runs in addition to the standard payroll processing schedule;
 - 4.1.2. additional work for IRIS generated due to incorrect or incomplete Customer Data or an error by the Customer;
 - 4.1.3. extensions to agreed deadlines;
 - 4.1.4. manual calculations;
 - 4.1.5. ad hoc reports;
 - 4.1.6. calculation of payments to ex-patriates;
 - 4.1.7. separate expense pay runs;
 - 4.1.8. P60 and Payslip reprints or copies;
 - 4.1.9. processing of form P11D;
 - 4.1.10. Statement of Earnings letters;
 - 4.1.11. additional Payslips over the Payslip Threshold;
 - 4.1.12. configuration and/or data transfer services in addition to those included in the Implementation Set Up Fee;
 - 4.1.13. reasonable travel costs and expenses incurred;
 - 4.1.14. training courses;
 - 4.1.15. any service required to be performed by IRIS due to the Customer not meeting agreed deadlines;
 - 4.1.16. any end of year services; and
 - 4.1.17. any additional services above those set out in the Order.
- 4.2. Additional Charges shall be invoiced monthly in arrears. Rates for Additional Charges are available on IRIS' website here: <https://www.iris.co.uk/wp-content/uploads/2025/04/IRIS-Payroll-Services-Additional-Fees-May-25-V1.pdf>
- 4.3. Any third-party cost associated with the processing of the payroll will be communicated with reasonable notice in advance and passed on to the Customer.
- 4.4. Year End processing and reporting will be charged at the equivalent of one month's processing fee (subject to a minimum charge of £99.00 or as published from time to time).
- 4.5. Hard copy payslips are available on request and subject to additional postage and handling fees, which may change from time to time.
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+ Section 5 Troncmasters Fee Schedule

1. ADDITIONAL DEFINITIONS

Unless otherwise specified below, additional defined terms in this Section 5 have the same meaning given to them in Section 4, the Order, and the Solution Description, as applicable.

2. SET UP FEE AND ONGOING FEES

- 2.1 One-off Fees, including the Implementation Set-Up Fee set out in the Order, are payable upon the Commencement Date.
- 2.2 Fees shall be deducted from the Tronc Balance unless otherwise agreed.
- 2.3 Fees are subject to VAT at the prevailing rate.
- 2.4 Ongoing Fees for Tronc Scheme Management and Minimum Fees shall be charged at the rates set out in the Order.
- 2.5 IRIS shall notify the Customer of any changes to Fees three months in advance.
- 2.6 Any ad-hoc Fees incurred by the Customer outside the scope of the Solution Description are based on the expertise of the persons completing the work as follows:
 - 2.6.1 Principle/Specialist: £150.00 per hour;
 - 2.6.2 Tronc Manager: £125.00 per hour; and
 - 2.6.3 Tronc Administrator: £85.00 per hour.

3. RECURRING MONTHLY CHARGES

- 3.1 Recurring Monthly Charges are payable by the Customer with effect from the Agreed Start Date, irrespective of whether or not the delivery of the Services actually commences by the Agreed Start Date unless the delay in commencement of the delivery of the Services is solely caused by IRIS' fault.
- 3.2 Recurring Monthly Charges shall be detailed in the Order or in accordance with Change Control, and shall be invoiced at the end of the month in which the Service is provided.

4. ADDITIONAL CHARGES

- 4.1 IRIS reserve the right to charge an Additional Charge for any additional Service provided, including but not limited to:
 - 4.1.1 supplementary pay runs in addition to the standard tronc and payroll processing schedule;
 - 4.1.2 additional work for IRIS generated due to incorrect or incomplete Customer Data or an error by the Customer;
 - 4.1.3 extensions to agreed deadlines;
 - 4.1.4 manual calculation;
 - 4.1.5 ad-hoc reports;
 - 4.1.6 configuration and/or data transfer Services in addition to those included in the Implementation Set-Up Fee;
 - 4.1.7 reasonable travel costs and expenses incurred;
 - 4.1.8 any Service required to be performed by IRIS due to the Customer not meeting agreed deadlines;
 - 4.1.9 any additional Services above those set out in the Order;
 - 4.1.10 any third-party cost associated with the processing of tronc reports (which shall be communicated to the Customer with reasonable advance notice);
 - 4.1.11 Anti-Money Laundering Fee of £50.00 (which shall be charged to the Customer annually from the Commencement Date and each anniversary thereafter);

- 4.1.12 SAS payroll products; and
 - 4.1.13 Payroll Services, HR administration, and contracts management.
 - 4.2 Additional Charges shall be invoiced monthly in arrears.
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+ Section 6 IRIS Payroll Services Solution Descriptions

1. Solution Description for IRIS Corporate Payroll Services:

<https://www.iris.co.uk/wp-content/uploads/2025/04/IRIS-Payroll-Services-Corporate-Solution-Description-v2.2.pdf>

2. Solution Description for IRIS Education Payroll Services:

<https://www.iris.co.uk/wp-content/uploads/2025/04/IRIS-Payroll-Services-Education-Solution-Description-v1.0.pdf>

3. Solution Description for IRIS Hospitality Payroll Services:

<https://www.iris.co.uk/wp-content/uploads/2025/04/IRIS-Payroll-Services-Hospitality-Solution-Description-v1.pdf>

End of Document