

Terms of Business

Our Terms of Business

Thank you for considering Paycare as your Bundle Wellbeing Services Provider. This document forms our Terms of Business. By signing the Bundle Service Enrolment Form you are confirming that you have read, understand and agree to the Terms enclosed in this document.

If you have any questions or concerns about anything in this document prior to sign-up we would be more than happy to support. Please speak to your Paycare contact or call our Corporate Team on:

01902 371010
GDPRTeam@paycare.org

Payments

Payment of Premiums – Payments for your service will be due monthly in arrears within 14 days of the end of the relevant tax month. Access to Bundle Wellbeing Services may be restricted if the premium is more than 7 weeks in arrears.

Administering your Service – You should notify us of Leavers and Joiners to your Bundle Wellbeing Services on a monthly basis.

Further details about how to do this, including cut off dates, will be included in your Welcome Pack. Please note that we are unable to make refunds for changes that were not notified to us before the cut off date.

Tax Implications for your Employees – If you contribute to all or part of the service cost for an employee, it is solely your responsibility as the employer to make the employee fully aware of any personal tax implications arising out of this agreement.

Pricing

Bundle Wellbeing Services is subject to V.A.T. at the current rate. We reserve the right to review the price of your Bundle Wellbeing Services Plan when necessary. We will give you 30 days' notice of any price changes by email or letter.

Cancellation

Either party will have the right to terminate the contract by giving at least 30 days' notice in writing to the other party.

About our Services

Please find below information that we are required to provide to you in order that you may decide if our services are right for you.

Who we are

Paycare is a Wellbeing Services and Insurance Provider and our office is situated at Paycare House, George Street, Wolverhampton, WV2 4DX.

Paycare is a not for profit company limited by guarantee and is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority.

This service, Bundle Wellbeing Services, is not regulated and therefore exempt from regulation. Bundle Wellbeing Service is not Financial Conduct Authority (FCA) or Prudential Regulation Authority (PRA) regulated. This means that complaints about this service will be investigated by Paycare and cannot be referred to the Financial Ombudsman Service.

Paycare is not responsible for your use of the information provided in respect of the nonregulated products and services we provide.

Whilst we try to ensure that material is correct, up to date, reputable and of high quality, we do not make any warranties or guarantees of any kind about the completeness, accuracy, reliability, suitability of the information and services, or that the information is correct or appropriate to your particular circumstances or the circumstances of those people who you advise.

Governing law

This agreement shall be governed and construed in accordance with English law. English courts shall have exclusive jurisdiction to settle any dispute arising from this agreement. You and we irrevocably agree to submit to such jurisdiction and irrevocably waive any objection to any such action or proceeding being brought in those courts. The language of this agreement is English and we will communicate with you in English.

Complaints

If you wish to register a complaint about this service, please contact our Compliance Manager on 01902 371000 or e-mail enquiries@paycare.org

Conflicts of interest

On occasions can arise where we, or one of our customers, may have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

Data Protection and Definitions

In relation to any personal data that is supplied to us, Paycare is the Data Controller.

Consent to lawful processing of your data

Information about you and your employees' personal data is subject to the General Data Protection Regulation (GDPR). The Information Commissioners Office (ICO) regulates Data Protection in the UK.

By signing the Bundle Services Enrolment Form your company is entering into a contract with Paycare and you have a sharing agreement in place with your employees.

You understand and acknowledge that, in order for you to receive the benefits of this contract, we require you have their explicit consent to process personal data in relation to your employees' health.

If you DO NOT CONSENT to us processing your employees' personal or sensitive data please tick the relevant box on the Bundle Service Enrolment Form.

Please note: if you do tick this box it may not be possible for us to act for you.

The purpose of processing the data you supply to us is for the provision of services. It is also the administration and management of your access to our service. "Processing" your data includes obtaining, recording or holding information or data, transferring it to other companies associated with us, solicitors, professional advisers, such as our auditors and compliance consultants and other third parties to enable us to conduct business on your behalf.

Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data. As part of our service to you we will contact you by email, telephone or by post. This contact is in relation to the service we have agreed with you to provide.

These communications **ARE NOT** marketing communications. See below.

Communicating with you and your Employees

Where appropriate, whenever we communicate to you we endeavour to have secure measures in place.

Although you should be aware that email and other modes of electronic and/or internet communication are not always secure or error free methods of communication, and information sent in this way can be intercepted, lost, destroyed, arrive late or be incomplete.

Similarly, communications on a mobile phone are not secure and can be intercepted. If you do not want us to communicate with you by email or by mobile phone, please let us know.

Personal data

"Personal data" means any information relating to an identified or identifiable natural person ("data subject"). This includes "sensitive data", such as age, medical details, health, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, health or sex life and sexual orientation, genetic data or biometric data. Some of this information may be required for applications for protection insurance.

If at any time you wish us to cease processing your employees' personal or sensitive personal data please contact your Paycare Account Manager. If you wish to complain about how your data has been processed please contact your Paycare Account Manager. You also have the right to contact the Information Commissioners Office if you are not satisfied.

You can view our Privacy Policy here:
<https://www.paycare.org/site-map/privacy/>

Children and minors

When collecting data on a minor (under 16) we will require the parent or guardian, or legal representative to take on 'parental responsibility' and give explicit consent for data to be collected, possessed and stored. We may ask for proof of the individual's relationship to the minor to prove parental responsibility for the minor.

Marketing

We may also contact you (including by telephone) with details of products, promotions, services or for related marketing purposes which we think you may be interested.

Third parties

We use third parties to electronically store client data. We have fully researched and checked all third parties we use and rely upon and keep this information under constant review. We may also use the 'cloud' to store your data and we will ensure that the storage of data is secure and held within the European Economic Area.

Where we need to receive information on you from a third party, for example, an intermediary or supplier reference, we will in the first instance ask you to complete a letter of authority to allow us to obtain the necessary information. A letter of authority will only be requested once you have received a copy of this statement.