Terms and Conditions of Use for Professional Passport Fortis

Last Updated: 17/09/2025

1. Introduction and Agreement

1.1. These Terms and Conditions ("Terms") govern your access to and use of the payroll software and services ("the Services") provided by Professional Passport Shield Ltd ("we", "us", "our"), a company registered in England and Wales under company number 16656701 with its registered office at 8 The Manor, Shinfield, Reading, England, RG2 9DP.

1.2. By registering for, accessing, or using our Services, you agree to be bound by these Terms and our Privacy Policy and Cookie Policy. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms, in which case "you" or "your" shall refer to that entity.

1.3. If you do not agree to these Terms, you must not use our Services.

2. Definitions

· "Account": Your unique account for accessing the Services.

· "Client", "You", "Your": The business entity that has registered for an Account.

· "Client Data": All data, information, and materials (including employee personal data, financial details, hours worked, etc.) inputted by you or on your behalf into the Services.

· "Fees": The fees payable by you for the Services, as set out on our website or in a separate proposal/contract.

· "Services": The online payroll processing software and related services provided by us via the website https://fortis.professionalpassport.com

· "User": Any individual authorised by you to use the Services on your behalf.

3. The Services

3.1. We grant you a non-exclusive, non-transferable, revocable licence to use our Services for the duration of your subscription solely for your internal business operations in accordance with these Terms.

3.2. You are responsible for: a) The accuracy, quality, and legality of all Client Data. b) The means by which you acquired the Client Data. c) Ensuring your use of the Client Data and the Services complies with all applicable UK laws and regulations, including but not limited to the Data Protection Act 2018, UK GDPR, and HMRC requirements.

3.3. We will perform the Services with reasonable skill and care. The Services are designed to automate calculations and assist with compliance, but you remain ultimately responsible for the accuracy of your payroll submissions and compliance with all legal obligations.

3.4. We may update, modify, or enhance the Services from time to time.

4. Your Obligations and Acceptable Use

4.1. You must keep your login details secure and confidential and notify us immediately of any unauthorised use of your Account.

4.2. You must not: a) Use the Services in any way that is unlawful, fraudulent, or harmful. b) Upload any data that is malicious, infringes intellectual property rights, or contains sensitive personal data beyond what is necessary for payroll processing (e.g., special category data without a valid legal basis). c) Attempt to copy, modify, duplicate, create derivative works from, or reverse engineer our software. d) Access or use the Services to build a competitive product or service. e) Knowingly introduce viruses or other malicious material.

5. Data Protection and Confidentiality

5.1. Data Controller and Processor: For the personal data processed through the Services, you are the Data Controller and we are the Data Processor (as defined by UK GDPR). We will only process personal data in accordance with your instructions (as set out in these Terms and your use of the Services) and for the purpose of providing the Services.

5.2. Data Processing Addendum (DPA): Our Data Processing Addendum, which is incorporated into these Terms, sets out the detailed obligations of both parties concerning the processing of personal data.

5.3. Confidentiality: Both parties agree to keep confidential all non-public information received from the other party. We will implement appropriate technical and organisational measures to protect the security and confidentiality of Client Data.

6. Fees and Payment

6.1. You agree to pay all Fees as specified in your chosen pricing plan. Fees are typically charged on a monthly or annual subscription basis, plus any per-payslip or additional service fees.

6.2. All Fees are exclusive of VAT, which will be added at the prevailing rate.

6.3. Payment is due in advance unless otherwise agreed in writing. If any payment is overdue, we may, without prejudice to our other rights, suspend your access to the Services until the outstanding amount is paid in full.

7. Intellectual Property

7.1. All intellectual property rights in the Services, our website, and any related documentation remain our sole and exclusive property (or that of our licensors).

7.2. You retain all intellectual property rights in your Client Data. You grant us a worldwide, royalty-free licence to use, store, and process the Client Data solely for the purpose of providing the Services to you.

8. Limitation of Liability

8.1. Nothing in these Terms shall limit or exclude our liability for: a) Death or personal injury caused by our negligence. b) Fraud or fraudulent misrepresentation. c) Any other liability which cannot be limited or excluded by applicable law.

8.2. We shall not be liable for: a) Any indirect, consequential, or special losses. b) Loss of profit, revenue, business opportunity, or data. c) Any errors in your payroll resulting from incorrect, incomplete, or late Client Data provided by you.

8.3. Our total aggregate liability to you arising under or in connection with these Terms, whether in contract, tort (including negligence), or otherwise, shall be limited to 100% of the total Fees paid by you for the Services in the 12 months immediately preceding the event giving rise to the claim.

9. Term and Termination

9.1. These Terms will continue for the duration of your subscription.

9.2. Either party may terminate these Terms immediately if the other: a) Commits a material breach of these Terms and fails to remedy that breach within 30 days of written notice. b) Becomes insolvent or enters administration.

9.3. Upon termination: a) Your right to use the Services ceases immediately. b) We may delete your Client Data after a 30-day grace period (unless required by UK law to retain it for longer). It is your responsibility to export your data before termination. c) Any unpaid Fees become immediately due.

10. Force Majeure

We will not be liable for any failure or delay in performing our obligations due to events beyond our reasonable control, such as strikes, internet outages, acts of God, or government restrictions.

11. Governing Law and Jurisdiction

These Terms, and any dispute or claim arising out of them, shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any disputes.

12. Changes to these Terms

We may revise these Terms at any time by posting the updated version on our website. The updated Terms will be effective upon posting. Continued use of the Services after changes constitute your acceptance of the new Terms.

13. Contact Us

If you have any questions about these Terms, please contact us at: [Your Company Name Ltd] [Your Address] [Your Email Address] [Your Phone Number]

Key Considerations for Implementation:

1. Data Processing Addendum (DPA): This is critical. You must have a separate, detailed DPA that complies with UK GDPR. It should specify the processing details, international transfers (if any), sub-processors, and security measures.

2. Service Level Agreement (SLA): Consider having a separate SLA outlining uptime guarantees and support response times.

3. Pricing and Payment Terms: Be explicit. Link to your pricing page or attach the specific proposal to the Terms.

4. HMRC Recognition: If you are an HMRC-recognised payroll software provider, you may want to mention this and link to their list.

5. Accessibility: Make sure the Terms are easy to find on your website, typically in the footer, and that users must actively accept them (e.g., with a checkbox) during sign-up.

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