

Terms & Conditions of Business



1. 'Payman' is a trading name of PAYMAN.CO.UK LTD (company registration no: 3856967). Payman acts in the capacity of "payroll agent" on behalf of its clients. As "payroll agent", Payman is not a party to any employment arrangement entered into between a client and that client's employee and is therefore not responsible for fulfilling any statutory obligation or making any statutory payment that may arise as a consequence of the relationship between employer and employee.
2. All Payman contracts will run for the tax year which commences at the start of tax records maintained on behalf of a client.
3. Contracts shall be automatically renewed at the expiry of the initial period unless terminated by either party by giving a minimum of three months' notice in writing prior to the end of the initial contract. Thereafter, the contract may be terminated at the end of any tax year by either party giving not less than three months' notice in writing.
4. Payman's payroll service is subject to an agreed charge. The charges are rendered at agreed intervals, and the invoice is due for immediate payment. Non-payment of an invoice within 21 days of invoice date will result in suspension of any payroll services being provided at that time. Payman will not accept any liability or bear any responsibility for any consequences arising from the suspension of the payroll service.
5. Where a client requires additional services outside of the standard payroll service, for example AE Pensions, these will be charged at the current additional services rates as stipulated or advised at the time.
6. Payman will only act as payroll agent in respect of a client's employees who are resident in the UK and/or who are UK taxpayers and its services will cease in respect of any individual employee at such time as that employee ceases to be liable to UK tax.
7. Payman will only provide a payroll service subject to the prevailing regulations stipulated by HM Revenue & Customs in force from time to time. These include all staff employment regulations and rules governing Director status.
8. Payman clients are to provide full and accurate information concerning their company and staff. Payman will not be held responsible or bear any liability for any consequences that may arise as a result of any incorrect information presented by a client.
9. Where information concerning changes in employment arrangements are provided late by a client, and especially where this results in a significant amount of extra work for Payman (e.g. in amending client records, reissuing payslips or resubmitting statutory forms to HM Revenue & Customs), Payman reserves the right to charge an increased fee, at Payman's discretion, to cover the additional work involved.
10. Payman reserves the right to charge an administrative fee of £20 plus VAT for cancellations of service requested after 14 days to cover the cost of any set up work performed.
11. Upon commencement of a contract Payman will not discuss payroll queries with individual employees unless specifically requested by the client. Unless Payman receives such a request from a client, queries will only be discussed with the client's nominated payroll administrator.
12. In the event of a dispute arising between a client and that client's employee, Payman will act on the client's instructions. However, factual payroll information will not be unreasonably withheld from an employee who has, in any case, a statutory right of access to their PAYE records. Payman also reserves the right to advise a client where that client's proposed course of action in a dispute is considered by Payman to be in breach of the client's statutory obligations as an employer, and to refuse to carry out any such instructions from a client if this is the case.
13. The client must provide notice of any changes to its payroll by the dates notified to and agreed with Payman at the commencement of the client's contract or as subsequently amended with Payman's agreement. Where salary payments are made by bank transfer on the client's behalf, Payman will not be held liable for any payments made in error where the error is caused by late notification by the client of changes to the payroll.
14. Payman will not process any Bank transfer until it has received authorisation in the prescribed form from the person notified by the client under paragraph 15 below. Payman will not be held liable for late payment of employees caused through late authorisation.
15. The client will notify Payman in writing of the name of the authorised person (or persons) able to inform Payman of changes to either employee personal data or payroll processing data, and also of the person (or persons) who is authorised to approve the Bank transfers. Unless otherwise notified, this will be the "Contact" named on the Employer Data Questionnaire at commencement.
16. Payman will not bear any responsibility for HMRC penalties or interest charges that may arise as a consequence of failure on a client's part to make Income Tax or National Insurance liability payments due by dates notified to that client either by Payman or by HMRC, or as a consequence of the client's failure to make information available to Payman which would affect or delay the submission to HMRC of statutory returns by the relevant due dates.
17. Payman will not accept liability for overpayment or underpayment of wages incurred as result of an error in processing a client's specified wage for any period in excess of one week or month from the date on which the first payslip for a full period of a week or month at the newly instructed rate is sent to the client. It is each client's responsibility to check payslips received from Payman to ensure that the client's instructions have been correctly processed.
18. Payman will not bear any responsibility for HMRC penalties or interest charges which may arise as a result of employment arrangements existing prior to a client appointing Payman or for retrospective liability due or the consequences of late-filing a declaration of retrospective liability where the client appointed Payman after the due date.

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19. While Payman will make all reasonable efforts to make clients aware of the Tax and National Insurance implications of their proposed or actual employment arrangements under the PAYE system, Payman will not bear any responsibility for liabilities that may arise out of a client's unfamiliarity with or lack of understanding of how the PAYE system works in terms of their own particular employment arrangements. Payman will not be held responsible for any additional Tax or National Insurance liability incurred as a consequence of the client's failure to follow advice given by Payman.
20. Payman reserves the right to increase its fees and otherwise alter, amend and reissue the Terms and Conditions under which it provides its service including but not limited to as a result of changes in UK or European Union Tax or Employment Law or as a result of issues that arise in the course of providing a service to its clients. Clients will be notified in advance of any fee increases and other changes to Payman's Terms and Conditions which affect them.
21. Payman will not accept liability for any loss or damage, direct or indirect, arising as a result of any advice given by any other organisation working with or introduced by, but not within the control of Payman. Payman will, when introducing any third party provider of services to the client, bring it to the client's attention that such organisation is not controlled by or otherwise connected to Payman.
22. Payman is not liable for any loss or damage, direct or indirect, arising from the failure of Payman to receive information from a client or of a client to receive information from Payman where such failure is due to a failure of the postal system or any other circumstances over which Payman has no direct control. Clients are requested to contact Payman if information they are expecting from Payman has not been received within 48 hours of it being due – unless they have already been advised by Payman of a longer timeframe or of specific reasons for such a delay.
23. This clause applies if the client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or if an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the client or if the client ceases or threatens to cease to carry on business or if in Payman's reasonable opinion any of the events mentioned above is about to occur in relation to the client and Payman notifies the client accordingly.
24. If clause 23 applies then, without prejudice to any other or remedy available to Payman, Payman shall be entitled to cancel the contract or suspend further services under the contract without any liability to the client where those services have not been paid for, and where services have been delivered but not paid for the fees shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
25. Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as the relevant party may from time to time notify to the other party for the purpose of this paragraph.
26. No waiver by Payman of any breach of the contract by the client shall be considered as a waiver of any subsequent breach of the same or any other provision.
27. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.
28. The handling and processing of personal data by Payman complies with the Data Protection Act 1998. Payman's database of client information is securely protected against unauthorised entry. Payman observes a strict duty of confidentiality and will not disclose information held by it to any person without the client's consent unless compelled to do so by law.
29. Payman.co.uk Ltd, trading as Payman, is registered with HMRC under the Money Laundering Regulations 2007, and is required to, and will comply with all legislation and appropriate guidelines designed to combat money laundering activity and the funding of terrorist or criminal activity in the jurisdictions in which it operates. Payman is required under the rules of the HMRC and the provisions of the Money Laundering Regulations 2007 to verify the identification of its clients. For this purpose the client must agree to provide the documents and information that may be required to comply with Payman's procedures.
30. Each party to this contract acknowledges that this contract contains the whole agreement between the parties and that it has not relied on any oral or written representation made to it which is not set out in this contract. This paragraph is not intended to relieve a party of any liability incurred for fraud.
31. The contract shall be governed by the laws of England.
32. Current edition: issued February 2016