



People PAYE Limited ('PPL')

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Master Agreement with Agency for Joint Employment of Agency Workers

(April 2019 revision)

For People PAYE Limited:

A handwritten signature in black ink, appearing to be "S. Hillier", written over a horizontal line.

(Authorised Signature, for and on behalf of
People PAYE Limited)

Title: Director

Date: 11th November 2019

By the Agency:

(Authorised Signature, for and on behalf of
Agency Name Limited)

Title: _____

Date: _____

Master Agreement for Joint Employment of Agency Workers

(April 2019 revision)

1. Definitions and Interpretation

1. 'the Agency' means the person or company so named on the front page of this Agreement
2. 'Agency-Hirer Contract' means a contract between the Agency and a Hirer for the performance of an Assignment by a Jointly-employed Worker for the benefit of a Hirer
3. 'Agreement' means this Master Agreement
4. 'Assignment' means
 1. an assignment to be performed by a Jointly-employed Worker, for the benefit of a Hirer contracting with the Agency, in accordance with this Agreement, and
 2. 'assignment' as defined by AWR regulation 2.
5. 'Assignment Proposal' means a proposal in the form which appears at the Appendix hereto
6. 'AWR' means the Agency Workers Regulations 2010 as amended from time to time, and the following terms have the meanings given to them in AWR:
 1. Agency Worker - regulation 3
 2. Hirer – regulation 2
 3. Qualifying Period - regulation 7
 4. Temporary Work Agency (also referred to in this Agreement as a 'TWA') – regulation 4
7. 'Conduct Regulations' means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended from time to time, and the following terms have the meanings given to them in the Conduct Regulations:
 1. Work-Seeker
 2. Employment business
 3. Work-Finding Services
 4. Vulnerable Person.
8. 'EAA' means the Employment Agencies Act 1973.
9. 'Employment Income' has the meaning given to it by the Income Tax (Earnings and Pensions) Act 2003
10. 'Gross Wages' means the total sum, including payment on account of holiday entitlement, due to the Jointly – employed worker for services supplied during the relevant pay period
11. 'the Hirer' (in addition to the meaning under clause 1.5.2 above) means the person or company for whom a Worker is to work, as specified in an Assignment Proposal
12. 'Jointly-employed Worker' means an individual who is jointly employed by the parties pursuant to this Agreement
13. 'PPL' means People PAYE Limited
14. 'Regulation 10' means AWR regulation 10
15. 'Worker' means an individual Work-Seeker, who wishes to work / work as an Agency Worker for a Hirer.
16. The headings in this Agreement are for convenience only and are not intended to have any legal effect.
17. References to Acts of Parliament, Statutory Instruments, or other subordinate legislation shall be construed as reference to such as are in force from time to time.

2. Introductory

1. The Agency is an Employment Business and a TWA, and its business is providing Work-Finding Services to Workers, in order to match Workers with Hirers requiring the performance of Assignments; save as and to the extent envisaged by this Agreement, the Agency does not itself generally act in the capacity of employer, in relation to such Workers.
2. PPL has expertise in managing employment relationships, human resources and administering payroll and related

activities; save as and to the extent envisaged by this Agreement, PPL does not generally itself provide Work-Finding Services to such Workers.

3. The parties wish to enter this Agreement, pursuant to which:
 1. Workers will register with the Agency in order to seek Assignments, and the Agency will seek Assignments for such Workers
 2. On a Worker being offered (and indicating a wish to accept) an Assignment, the Agency may (but shall not be obliged to) provide PPL with an Assignment Proposal in order to introduce the Worker to PPL, with a view to the parties jointly employing the Worker; additionally, there may be occasions when a Worker who is already a Jointly-employed Worker may be offered a further Assignment.
 3. PPL may (but shall not be obliged to) agree to the parties jointly employing the Worker, and if it does agree, it will offer the Worker a joint employment contract, in terms agreed from time to time between the parties, together with an Employee Assignment Schedule in respect of the Assignment,
 4. Jointly-employed Workers will be deployed on Assignments
 5. As between (a) the parties and (b) each Jointly-employed Worker, the parties will carry joint responsibility for discharging the responsibilities of employer; and
 6. As between the parties themselves, the various Employer-related responsibilities and liabilities in relation to each such Jointly-employed Worker will be apportioned between them as provided by this Agreement.
4. In relation to all such arrangements, the capacity in which each party will act for the purposes of the Employment Agencies Act 1973 shall be that of an Employment business.
5. Either party may terminate the relationship constituted by this Agreement at any time by written notice of such period as may be specified in the notice to the other.
 1. Termination of the relationship constituted by this Agreement shall have no effect on any Jointly-employed Worker's employment, and notwithstanding termination, the relationship constituted by this Agreement shall remain in force so far as necessary for the duration of any Jointly-employed Worker's employment
 2. Termination of any Jointly-employed Worker's employment shall not operate so as to terminate the relationship constituted by this Agreement.
6. This Agreement constitutes the entire agreement(s) between the parties relating to its subject matter and supersedes any earlier agreement between them; any such earlier agreement is hereby terminated by mutual consent.
7. This relationship between the parties is not exclusive; PPL is and remains at liberty to also provide services (including similar services) to, and to enter similar arrangements with, third parties, and the Agency is and remains at liberty to engage services (including similar services) from, and to enter similar arrangements with, third parties.

3. Roles and Responsibilities (as between the parties) of the Agency (Appendix A)

1. To select a suitable Worker for an Assignment, and to make all relevant disclosures to PPL and to the Worker, including:
 1. the Position and the nature of the work to be done
 2. details of any necessary experience, training, qualifications and authorisations
 3. any applicable constraints on working location and times
 4. the start date and likely duration
 5. any expenses payable
 6. details of any known health and safety risks, and of the steps taken to prevent or control such risks
 7. advising whether an engagement will involve the Worker working with or caring for or attending any Vulnerable Person.
 8. the gross hourly/daily rate for each specific assignment and where required the full value of contract irrespective of hours worked with payment terms.
 9. the actual hours worked in any assignment payroll period.
2. To comply with the requirements of the Conduct Regulations, as between itself and the Hirer.
3. To carry out identity checks and 'right to work' checks, in relation to each Worker.
4. To ensure that, in relation to each Worker, the Worker Pay Rate is sufficient to comply with the pay parity provisions in regulation 5 of AWR.
5. To contract with Hirers for the supply of Jointly-employed Workers, on such terms as it thinks fit, and to manage such contracts, including invoicing and collection.
6. To take reasonable steps to ensure that Hirers verifies verify all time actually worked by Jointly-employed Workers
7. To ensure that neither it nor a Hirer pays any remuneration or expenses in respect of any Jointly- employed Worker other

than via payroll pursuant to clause 4.3

8. Promptly from time to time, and upon request by PPL, to pay to PPL sufficient funds to enable payment by PPL of all wages and holiday pay Gross Wages due to the Jointly-employed Workers together with the agreed contribution to be made by the Agency to the employment costs of the Jointly – employed Workers.
9. To comply with all relevant legal requirements which are binding on the Agency, and to provide PPL with such information as PPL may reasonably request to enable PPL to do likewise.
10. To provide promptly from time to time all such information and cooperation as PPL may reasonably require, for the proper performance of this Agreement, and the management of Jointly-employed Workers.
11. Where a claim arises as a result of the failure by the Agency to properly discharge its responsibilities under paragraphs 3.1 – 3.10 above the Agency agrees to indemnify PPL against all losses, claims, awards, fines, penalties, orders, interest and costs incurred by or issued against PPL by virtue of its position as joint employer.

4. Roles and Responsibilities (as between the parties) of PPL (See Appendix A)

1. To respond promptly to any Assignment Proposal.
2. To administer contractual aspects of the engagement process, in relation to each prospective Jointly-employed Worker
3. To operate payroll on behalf of the parties as joint employers in respect of all Jointly-employed Workers, including (subject to being put in funds by the Agency) the disbursement on behalf of both parties of all sums due by way of
 1. salaries and paid leave entitlement, to Jointly-employed Workers
 2. PAYE tax and NIC deductions, to the appropriate authorities
 3. Employer's NIC, Apprenticeship Levy, and pensions auto-enrolment contributions, to the appropriate authorities
 4. Statutory Sick Pay
 5. Other statutory benefits or payments such as Statutory Maternity Pay, Paternity pay
 6. Paid leave entitlement accrued whilst absent due to illness or on maternity leave
4. To ensure that all remuneration paid to Jointly-employed Workers is paid and taxed as Employment Income.
5. To provide the functionality customarily associated with an HR and payroll department, in relation to all Jointly-employed Workers.
6. To manage and administer any claims that may be made by or in relation to any Jointly-employed Worker.
7. To maintain and pay for employers' liability, public liability, and professional indemnity insurance, in relation to Jointly-employed Workers; if such insurance is not effected in the joint names of the parties, PPL shall procure that the Agency's name is noted on the policy as joint employer.
8. To comply with all relevant legal requirements which are binding on PPL, and to provide the Agency with such information as the Agency may reasonably request to enable the Agency to do likewise.
9. To provide promptly from time to time all such information and cooperation as the Agency may reasonably require, for the proper performance of this Agreement, and the management of Jointly-employed Workers.
10. Where a claim arises as a result of the failure by PPL to properly discharge its responsibilities under paragraphs 4.1 – 4.9 above the PPL agrees to indemnify the Agency against all losses, claims, awards, fines, penalties, orders, interest and costs incurred by or issued against the Agency by virtue of its position as joint employer.

5. Residual liabilities

1. The parties both acknowledge that it is the Agency's sole responsibility to satisfy itself on all matters relating to the suitability of a Jointly-employed Worker for the performance of an Assignment.
2. To the extent that the parties have liabilities in relation to their positions as joint employers of the Jointly-employed Workers, and that such liabilities are otherwise not specifically allocated by this Agreement, and are not covered by insurance:
 1. where such liability is directly attributable to the acts or defaults of a party, such party shall bear the ultimate burden of such liability;
 2. otherwise, the parties shall bear the ultimate burden of such liability equally between them.

6. Payment

1. The Agency will pay to PPL all sums disbursed on behalf of both parties pursuant to clause 4.3.1 and 4.3.2 above plus, a contribution towards the statutory employment costs for the Jointly – employed Workers under calculated as X%* of the Gross Wages paid under clause 4.3.1 & 4.3.2. This payment is made as a contribution towards the statutory employment costs incurred by PPL including sums due under 4.3.3 – 4.3.6. Such contributions may be requested on each occasion

monies are required to be disbursed pursuant to clause 4.3 and shall be payable upon receipt of the contribution request. (*See Appendix B)

2. In addition to the payment due under clause 6.1 above PPL will be entitled to submit an invoice for the additional associated employment costs incurred in order to fulfil its obligations under clause 4.5 – 4.7 above. This charge will be calculated as 1% of the Gross Wages plus VAT.
3. Annually in April PPL will reconcile the payments made by the Agency on account of statutory employment costs disbursed pursuant to clauses 4.3.4 - 4.3.6 above with the sums actually paid out or incurred in respect of the jointly employed workers. Where the amount paid by the Agency on account exceeds the actual amounts expended by PPL the excess will be refunded to the Agency subject to the deduction of any amounts paid out for insurance claims and tribunal claims under clauses 4.6 & 4.7. Where the amount paid out exceeds the amount to be repaid the shortfall will be set against any excess due in subsequent years until such time as the shortfall is recovered.
4. Where an Agency terminates this agreement and there is a shortfall amount payable under clause 6.3 above PPL will be entitled to recover on demand any sums due under clause 6.3 above and the Agency agrees that it will pay any such demand within 14 days of receipt.
5. The parties agree that, pursuant to paragraph 3.2 of VAT Notice 700/34, where staff are jointly employed there is no supply for VAT purposes between the joint employers. PPL will not charge Vat on the payments received under clause 6.1 above. However, should HM Revenue & Customs alter the guidance or obtain a declaration that all or part of the supply should be subject to the addition of VAT the Agency agrees that PPL may submit an appropriate VAT invoice. (VAT will always be charged on the sum invoiced under clause 6.2.)
6. Should HM Revenue & Customs alter the guidance or obtain a declaration that all or part of the costs received under clause 6.1 above should have VAT added PPL will be entitled to terminate this agreement forthwith.

7. Intellectual Property Rights

1. All such rights in the nature of intellectual property rights (including, but not limited to, copyright) arising in any work created by a Worker in the course of an Assignment and which may vest in PPL as joint employer of the Jointly-employed Workers, are hereby assigned by way of future assignment of copyright by PPL to the Agency, and PPL will cooperate with any reasonable requirements as to formal assignment of such rights.

8. Confidentiality and Secrecy

1. The parties each recognise that information disclosed to the other in the course of the negotiation of and the performance of this Agreement will contain and incorporate confidential information in which the other has an interest.
2. The parties mutually agree with each other that they will each keep such information confidential and will neither use nor disclose to a third party any part or the whole of such information (or information gained from such disclosure). This obligation of confidentiality shall not extend so as to include information which was known to a party before disclosure by the other pursuant hereto, or which enters the public domain without fault of that party.

9. Limitation and Exclusion

1. Save to the extent expressly provided herein, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law, and except to the extent that it is not lawful to limit or exclude such liability, neither party shall be liable to the other or to anyone else for any loss or damage whatever or however caused (and whether or not caused by negligence) arising directly or indirectly in connection with this Agreement, in excess of £1,000,000
2. Notwithstanding the generality of the above, each party expressly excludes liability for consequential loss or damage of any kind, or for loss of profit, business, revenue, goodwill or anticipated savings.
3. Neither party excludes or limits liability for death or personal injury to the extent that it arises directly from negligence for which it is legally responsible, or otherwise where it is not lawful to exclude or limit liability.

10. Data Protection

1. In this clause,
 1. 'Data Protection Legislation' means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
 2. 'Data Controller', 'Data Processor', 'Data Subject', and 'Personal Data' have the meanings as defined in the Data Protection Legislation.
 3. 'Applicable Laws' means the laws of any member of the European Union or the laws of the European Union applicable to the DP.
2. Each party will
 1. comply with all applicable requirements of the Data Protection Legislation and Applicable Laws; this clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation and/or Applicable Laws

2. ensure that, in relation to any Personal Data to be provided to the other, it has all necessary appropriate consents and notices in place to enable lawful transfer of that Personal Data, for the duration and purposes of this Agreement
3. provide adequate and timely privacy notices to Data Subjects. The nature of the relationship constituted by this Agreement is such that the parties envisage that each party will be a Data Controller, and that neither will be in the position of Data Processor in relation to the other.

11. Bribery Act 2010

1. Each party confirms that it has not offered or given or agreed to give to any person employed by or connect with any gift or any consideration of any kind as an inducement to do or to forbear to do any act in relation to the entry of it into this Agreement.
2. Each party undertakes to the other that:
 1. it will comply with applicable laws, regulations, codes and sanctions relating to anti- bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Anti-Bribery Law”);
 2. it will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 3. it has and will maintain in place adequate procedures designed to prevent any conduct that would give rise to an offence under Anti-Bribery Law and to ensure compliance therewith;
 4. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement; and
 5. from time to time, at the reasonable request of the other, it will confirm in writing that it has complied with its undertakings under this provision and will provide any information reasonably requested by the other in support of such confirmation of compliance.
3. In interpreting this provision, regard shall be had to the provisions and definitions of the Bribery Act 2010 and to any current guidance issued pursuant to section 9 thereof.
4. Breach of any of the undertakings in this clause shall be deemed to be a material breach of this Agreement incapable of remedy.

12. Modern Slavery Act 2015

1. In performing its obligations under this Agreement, each party shall:
 1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
 2. have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance;
 3. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
 4. and require that each of its direct subcontractors and suppliers shall comply with the anti- slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

13. Anti-Facilitation of Tax Evasion

1. In performing its obligations under this Agreement, each party shall:
 1. not engage in any activity, practice or conduct which would constitute either:
 1. a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 2. a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
 2. have and shall maintain in place throughout the term of this Agreement such policies and procedures as are reasonable
 1. to prevent the facilitation of tax evasion by another person (including without limitation employees of PPL) and
 2. to ensure compliance with clause 18.1.1;
3. promptly report to the other any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement;
4. at the other’s request, provide the other with a statement of such steps it has taken to ensure compliance with the Criminal Finances Act 2017, together with such other information as the other may reasonably require in order to undertake risk assessments to ensure that the other is not itself facilitating tax evasion pursuant to the Criminal Finances Act 2017.

2. Each party shall ensure that any person associated with it who is performing services and/or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on it in this clause (Relevant Terms). Each party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other for any breach by such persons of any of the Relevant Terms.
3. Breach of this clause shall be deemed a material breach of this Agreement incapable of remedy.
4. For the purposes of this clause, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with a party includes [but is not limited to] any subcontractor of that party.

14. Compliance with all other applicable laws

1. In addition to the specific requirements for compliance elsewhere in this Agreement, each party expressly agrees with the other that it will at all times comply with all other applicable laws, statutes, regulations and codes from time to time in force.

15. Disputes generally

1. In this section, for the avoidance of doubt
 1. 'dispute or difference' does not include default; and
 2. 'default' includes failure to pay any sum by the due date, unless grounds of dispute have been expressly notified in writing to the other party; and
 3. nothing in this section shall prevent any party from immediately seeking injunctive or other equitable relief, including termination, from any court having competent jurisdiction.
2. In the event of any dispute or difference arising between the parties in connection with this Agreement, the parties shall attempt between their respective Operational Managers to resolve such dispute or difference in good faith and without recourse to legal proceedings.
3. If the parties are unable to resolve such dispute or difference within five (5) Working Days of initial discussions between the parties taking place, either party may request the other in writing that the matter be referred to senior representatives of the parties with authority to settle the dispute, who shall attempt to resolve the dispute within ten (10) Working Days of the written request to do so.

16. Alternative Dispute Resolution

1. if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.
2. Any such mediation shall be administered by Centre for Effective Dispute Resolution (CEDR) in accordance with the CEDR Model Mediation Procedure, and unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
3. If the parties do not succeed in settling the dispute within a period of 30 days following referral to mediation, then, upon notice by either party to the other, the dispute shall be referred to arbitration in accordance with clause 17.
4. Notwithstanding the referral of a dispute under this clause 16, the parties shall continue to perform their respective obligations under this Agreement.

17. Arbitration

1. Any dispute between the parties relating to this Agreement may (subject to clause 15.3) at the option of either party be referred to a single arbitrator.
2. If the parties fail to agree on an arbitrator within a reasonable time the President of the Chartered Institute of Arbitrators shall on the request of either party, make the appointment.
3. Any arbitration shall be conducted in London under the provisions of the Arbitration Act 1996 and the costs and expenses of any arbitrator agreed or appointed shall be borne by such of the parties and in such proportions as the arbitrator may determine, failing which the costs shall be borne equally by both parties.
4. Notwithstanding the referral of a dispute under this clause 17, the parties shall continue to perform their respective obligations under this Agreement.

18. Electronic Signatures

1. The parties to this Agreement agree that it may be signed by electronic signature (whatever the form the electronic signature takes), and that such method of signature shall be equally conclusive of their intention to be bound by its terms and conditions as if signed with the manuscript signature of both parties.

2. Subject thereto, and notwithstanding that the parties to this Agreement may have signed this Agreement by a form of electronic signature, no addition, amendment to, or modification or discharge of, this Agreement shall be effective otherwise than in writing on paper and signed with the manuscript signature of each party (in the case of a corporate party, by a director on its behalf).

19. Miscellaneous

1. No agency

For the avoidance of doubt, the relationship between the parties is solely commercial. Nothing in this agreement is intended to or shall be deemed to constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Save to the extent expressly provided, neither party (a) is or shall be liable for the other's acts defaults or omissions, or (b) has authority to bind the other. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

2. Contracts (Rights of Third Parties) Act 1999

No third party rights are intended to be conferred or created by this Agreement.

20. Notices

All notices shall be in writing and shall be deemed to have been duly given when delivered by hand, posted by pre-paid first class post or sent by fax or email to the intended recipient. Notices sent by fax shall be deemed received the first business day following such delivery or sending, and notices which have been posted as above shall be deemed received on the second business day following posting. Notices sent by email shall be deemed received when acknowledged.

1. Waiver

Failure or neglect by either party at any time to enforce any term of this Agreement shall not be a waiver of that party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.

2. Severability

If any provision of this Agreement is held by any court or other competent authority to be wholly or partially void, invalid, or unenforceable such provision shall be severed from the body of this Agreement (which shall continue to be valid and enforceable to the fullest extent permitted by Law).

3. Force Majeure

1. If either party is prevented or delayed in the performance of any of its obligations by force majeure, then such party shall be excused performance for so long as such cause of prevention or delay shall continue
2. 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party.

4. 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 disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and any questions arising shall be dealt with only by the Courts of England and Wales.