

PEOPLE PEO COMPLIANCE PACK



Here at People Group Services we take compliance very seriously, and therefore set the very highest standards across all our products and services. With 15 years of payroll and compliance experience, you are in safe hands.

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Should you need anything additional please do get in touch.





INTERMEDIARIES CHECKLIST

Contents of checklist

N.B. The People PAYE Limited responses in this checklist are relevant to our PEO and PAYE products.

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Throughout this document “Intermediary” means People PAYE Ltd, the payroll company.

Question no.	Question	Answer
1.	<p>Intermediary details:</p> <ul style="list-style-type: none"> • If a limited company, registered company no. • Registered name and trading name(s) if different • Date of incorporation • Registered address and trading address if different • Country of incorporation – if the business is incorporated overseas, tell us: <ul style="list-style-type: none"> ▪ where it is incorporated and why; ▪ which sectors contractors/ workers working through the overseas company operate it (please give % breakdowns). • VAT number 	<p>People PAYE Limited - 11098037</p> <p>People PAYE Limited</p> <p>05 December 2017</p> <p>People Group House, Three Horseshoes Walk, Warminster, Wiltshire, BA12 9BT</p> <p>United Kingdom</p> <p>284 1023 26</p>
2.	<p>Group companies:</p> <ul style="list-style-type: none"> • Please provide the above details for any holding, subsidiary or associated companies (referred throughout this checklist as “group companies”). 	<p>People Payments Limited 08833244 People PSC Limited 09381490 People Umbrella Limited 10831716</p>
3.	<p>Intermediary officers:</p> <ul style="list-style-type: none"> • If a limited company, please confirm the name and address of each company officer. • If a partnership, please list all partners 	<p>Terence Hillier Address as above</p>
	<ul style="list-style-type: none"> • Please confirm that none of the company officers or partners have ever been disqualified from acting as a company officer, whether whilst a company officer at this intermediary, any group company or any other company. <ul style="list-style-type: none"> ○ If a company officer or partner has ever been disqualified please give details as to when that disqualification commenced and ceased, why the individual was disqualified and by whom. 	<p>Confirmed</p>
4.	<p>Financial matters</p> <ul style="list-style-type: none"> • Please confirm that the Intermediary holds monies relating to temporary workers’ pay in separate client accounts? 	<p>Confirmed</p>

Question no.	Question	Answer
	<ul style="list-style-type: none"> Please confirm that neither you nor any group company pays temporary workers via an offshore entity. 	Confirmed
	<ul style="list-style-type: none"> Please confirm that all temporary workers are paid in full via their own UK bank, building society or post office accounts (and not those of any nominee or third party). 	Confirmed
5.	<p>Insurance:</p> <ul style="list-style-type: none"> Please provide details of insurances held including in particular (a) employers' liability, (b) professional indemnity, and (c) any AWR related insurance. 	Please see attached copy insurance policies.
6.	<p>FCSA membership: [optional]</p> <ul style="list-style-type: none"> Is the intermediary a <u>full</u> member of the Freelancer and Contractor Services Association (FCSA)? 	No We are fully audited by Professional Passport.
	<ul style="list-style-type: none"> Is the intermediary working towards <u>full</u> FCSA membership? Expected entry date? 	No
	<ul style="list-style-type: none"> Please provide us with a copy of the latest audit report completed for FCSA membership. 	Not applicable
	<ul style="list-style-type: none"> Does the audit report completed for FCSA membership cover the new travel and subsistence arrangements in operation? (If not, please provide confirmation of when your arrangements will be assessed by the FCSA) 	Not applicable
7.	<p>GLA licensing: [optional]</p> <ul style="list-style-type: none"> If the Intermediary operates in the GLA* registered sector please provide its GLA licence no. (* Gangmasters Licensing Authority). 	Not applicable
	<ul style="list-style-type: none"> Has the GLA ever refused or revoked the Intermediary's licence or that of any group company? If yes, please explain why. 	Not applicable
	<ul style="list-style-type: none"> Has the GLA ever imposed Additional Licensing Conditions upon the Intermediary's GLA licence or that of any group company? If yes, please give details including the nature of the Additional Licensing Conditions, dates and the outcome. 	Not applicable
	<ul style="list-style-type: none"> Has the Intermediary ever been subject to a GLA complaint or investigation? If yes, please give details including the nature of the complaint/ investigation, dates and the outcome. Please provide documentary evidence as to the conclusion of the GLA complaint/ investigation. 	Not applicable

Question no.	Question	Answer
8.	<p>Contractual documentation:</p> <ul style="list-style-type: none"> Please provide a copy of your standard terms of business with employment businesses. Please confirm that all temporary workers for whose services the Intermediary charges are engaged directly by the Intermediary and not by any other legal entity whether a group company or otherwise. Please tick all of the following contracts the Intermediary engages temporary workers on: <ol style="list-style-type: none"> AWR Regulation 10 contract (aka “Swedish Derogation” or “Pay between assignments”) * Annualised hours contracts Zero hours contract Self-employed contract Personal services umbrella Elective deduction model (or similar arrangements) Other? Please describe Please provide a copy of each contract. 	<p>Copy of Master Agreement – People PAYE Ltd attached</p> <p>All contractors working through our PAYE and PEO models are employed by People PAYE Limited</p> <p>People PAYE Limited engages contractors on a zero hours contract</p>
Specific compliance requirements		
9.	<p>ID checks: Please confirm the process(s) the Intermediary uses to check the identity of the temporary worker.</p>	<p>People Group use bank grade electronic software approved by BEIS and the Borders Agency to confirm right to work checks and identity. Should a contractor fail an online ID check then People Group would require photographic ID and proof of address (utility bill) and any Visa requirements before any employment commences with every candidate.</p>
10.	<p>Right to work checks:</p> <ul style="list-style-type: none"> Please confirm the process(s) the Intermediary uses to check that the temporary worker has the right to work in the UK. 	<p>As above</p>
	<ul style="list-style-type: none"> Has the Intermediary ever been found by the UK Border Agency/ the Home Office (or any of their predecessors) to have supplied illegal workers? 	<p>No</p>
	<ul style="list-style-type: none"> Has the intermediary been fined by the UK Border Agency/the Home office? If yes, please provide value and date of fine. 	<p>No</p>
	<ul style="list-style-type: none"> Please confirm the checks the intermediary carries out to ensure that temporary workers/contractor have not been subjected to slavery, human trafficking or exploitation as defined in the Modern Slavery Act 2015. 	<p>Please see attached Anti-Slavery and Human Trafficking Policy</p>

Question no.	Question	Answer
11.	<p>Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the Conduct Regulations):</p> <p>Agencies are required to comply with the Conduct Regulations unless those regulations do not apply because the work seeker has opted out. Therefore:</p> <ul style="list-style-type: none"> If a temporary worker wishes to opt out of the Conduct Regulations, please explain how the Intermediary manages the opt out process. 	<p>Contractors agree to opt out of the EAA Regs as far as may be practical when agreeing the terms of their employment agreement. Occupational restrictions would prevent them from opting out and therefore would not be practical, for example contractors working with the young and vulnerable.</p>
	<ul style="list-style-type: none"> How does the Intermediary <ol style="list-style-type: none"> ensure that the opt out is validly given i.e. signed by both the Intermediary and the individual work seeker and notify us if the Intermediary and the temporary worker have opted out of the Conduct Regulations? 	<p>See above, no notification required</p>
	<ul style="list-style-type: none"> Does the Intermediary automatically opt all contractors/ workers out of the Conduct Regulations and if so why? If not, what % of contractors/ workers opt out of the Conduct Regulations? 	<p>As above, only those contractors whose role involves working with vulnerable adults or children would not be opted out</p>
	<ul style="list-style-type: none"> How and when does the Intermediary advise the temporary workers of any charges made for its services e.g. the payroll charge/ service fee? 	<p>Each worker is given an individual illustration of our payroll products and a recommendation of which product would be most suitable based upon information provided by the worker using our Best Advice Matrix prior to registration. Fees and charges for each product are disclosed within this process and on the pay slip.</p>
12.	<p>Agency Workers Regulations 2010 (AWR):</p> <ul style="list-style-type: none"> Does the Intermediary employ workers on AWR Regulation 10 contracts? If yes: <ul style="list-style-type: none"> how many? what % of workers on their books does this represent? 	<p>No</p>
	<ul style="list-style-type: none"> What is the average length of time on assignments? 	<p>Not applicable</p>
	<p>Where the Intermediary engages temporary workers on a AWR Regulation 10 contract (aka “Swedish Derogation” or “pay between Assignments” contract please complete the following:</p>	<p>Not applicable</p>
	<ul style="list-style-type: none"> That the contract enters into force before the temporary worker commences his/her first assignment under that contract. 	<p>Not applicable</p>

Question no.	Question	Answer
	<ul style="list-style-type: none"> ○ How does the Intermediary assist temporary workers to find alternative work during time between assignments? 	Not applicable
	<ul style="list-style-type: none"> ○ How does the Intermediary calculate and fund Pay between Assignments (PBA) (per Regulations 10 and 11)? 	Not applicable
	<ul style="list-style-type: none"> ○ Does the Intermediary require agency workers to take holiday during time between assignments? If yes, please explain why (a) the Intermediary considers this to be appropriate and (2) why the Intermediary consider this meets with the requirements of Regulation 10. 	Not applicable
	<ul style="list-style-type: none"> • How many AWR specific claims has the Intermediary received? 	Not applicable
	<ul style="list-style-type: none"> • How has the Intermediary dealt with these? 	Not applicable
	<ul style="list-style-type: none"> • How has the Intermediary worked with its employment business clients and their clients to manage AWR claims? 	Not applicable
	<ul style="list-style-type: none"> • How many employment tribunal claims has the Intermediary been notified of and how many have progressed to a hearing? Please provide us with a copy (or a link to) any employment tribunal decisions. 	Not applicable
	<ul style="list-style-type: none"> • If any AWR claims have proceeded to hearing what were the tribunal's decisions? 	Not applicable
13.	<p>Working Time Regulations 1998 (WTR):</p> <ul style="list-style-type: none"> • How does the Intermediary calculate: <ul style="list-style-type: none"> ○ holiday pay; ○ holiday leave? 	<p>Holiday pay is deducted and accrued at a rate of 12.07% of taxable pay. Where holiday benefit increases as per AWR requirements the contractor's rate should be increased to incorporate the extra allowance.</p>
	<ul style="list-style-type: none"> • Please confirm that the Intermediary pays holiday pay at the time the temporary worker takes their holiday and does not roll it up into the hourly rate. 	<p>Holiday pay is either accrued and taken at the time of the holiday or paid out per payroll and shown separately on the pay slip – contractors' choice. Holiday pay is not rolled up.</p>

Question no.	Question	Answer
14.	<p>National minimum wage / National living wage:</p> <ul style="list-style-type: none"> Does the Intermediary pay at least the NMW/NLW to all temporary workers for all hours worked? If not, why not? <p>See also section 23 (HMRC).</p>	Yes
15.	<p>Deduction of PAYE and National Insurance Contributions:</p> <ul style="list-style-type: none"> Does the Intermediary treat all income earned by the temporary worker as taxable earnings subject to PAYE tax and NICs in accordance with UK tax law and HMRC guidance? 	Yes, all correct Tax and NI deductions are made before release as PAYE income to the contractor.
	<ul style="list-style-type: none"> Please provide pay slips showing that <ul style="list-style-type: none"> (a) full PAYE and NICs have been deducted from the temporary worker's pay and (b) employers' NICs have been paid. <p>See also section 23 (HMRC).</p>	Sample pay slips are attached .
16.	<p>Travel and subsistence:</p> <p>For the purposes of this section "under SDC" means working under (or subject to the right of) supervision, direction or control of any person as to the manner in which the temporary worker provides the services".</p> <ul style="list-style-type: none"> Please confirm that from 6 April 2016 the Intermediary does not operate a travel and subsistence (T&S) expenses relief scheme for temporary workers working under SDC. 	Confirmed.
	<ul style="list-style-type: none"> How does the Intermediary establish whether the temporary worker works under SDC? Please provide full details of the Intermediary's process. 	As part of the contractor Registration process, they are taken through the Best Advice Matrix (BAM). As part of this process we ask each contractor a series of questions regarding their assignment and the assumption is they fall under Supervision, Direction and Control.
	<ul style="list-style-type: none"> Does the Intermediary operate a T&S scheme for temporary workers <u>not</u> working under SDC? If yes, on what basis? 	No, expenses must be submitted through form P87

Question no.	Question	Answer
	<ul style="list-style-type: none"> Please provide a copy of the scheme documentation and processes as to how T&S is facilitated given the removal of salary sacrifice and variable pay in exchange for expenses. This includes any material provided to the temporary worker. 	Not applicable as T & S expenses have not been allowed since 5 April 2016. Any compliant expenses must be claimed at year end through Self- Assessment or P87
	<ul style="list-style-type: none"> Does the intermediary have a minimum hourly pay rate below which the intermediary will not operate the T&S scheme? If yes, what is that rate? Why has the business chosen this rate? 	Not applicable as T & S expenses have not been allowed since 5 April 2016.
	<ul style="list-style-type: none"> Please confirm that neither the intermediary, nor any group company, operates a pay day by pay day relief model. 	Confirmed
	<ul style="list-style-type: none"> Please confirm that: <ul style="list-style-type: none"> (a) all travel and subsistence expenses for which the temporary worker receives tax and NICs relief are genuinely incurred by the temporary worker claiming the expenses; and (b) that the intermediary regularly conducts spot checks to check that those expenses have been genuinely incurred. 	Not applicable as expenses are not processed in house. These are directed to HMRC for approval at year end via P87 or Self-Assessment.
	<ul style="list-style-type: none"> Has HMRC reviewed the Intermediary's application of travel and subsistence expenses at any time? If yes, what was the outcome? Please provide documentary evidence from HMRC. 	No longer applicable
17.	<p>IR35:</p> <ul style="list-style-type: none"> How does the Intermediary establish IR35 status? 	As part of the contractor registration process our Best Advice Matrix requires that we ask each contactor a series of questions regarding their assignment. The assumption is always that a contractor falls under Supervision Direction and Control. The questions asked are designed, amongst other things, to establish whether IR35 status exists.
	<ul style="list-style-type: none"> How many of the Intermediary's contractors/workers are deemed to be outside of IR35? 	20 on PSC product, i.e. genuinely outside IR35.
	<ul style="list-style-type: none"> What sectors do they operate in? 	Medical, Finance, IT, Web Development
18.	<p>Pensions:</p>	
	<ul style="list-style-type: none"> When did/will the Intermediary stage for auto-enrolment purposes? 	01 September 2017

Question no.	Question	Answer
	<ul style="list-style-type: none"> Does the Intermediary postpone enrolment for eligible jobseekers? 	Our system decides which person is eligible each week to make contributions.
	<ul style="list-style-type: none"> Please confirm the percentage of temporary workers engaged by the Intermediary who have opted out of pensions auto-enrolment. 	20%
	<ul style="list-style-type: none"> Please confirm that the Intermediary has not directly or indirectly induced any temporary worker to opt out of their rights under the Pensions Act, for example, by telling individuals that assignments are only available for those who have opted out. 	Confirmed
	<ul style="list-style-type: none"> What pensions provider does the Intermediary use? 	NEST
	<ul style="list-style-type: none"> What software does the Intermediary use for pensions auto-enrolment purposes? <ul style="list-style-type: none"> What does the software record? For example: Does it track how an individual moves from one category of worker to another? If their software doesn't do this already what plans do they have to upgrade (and why the delay in producing the required software?) Does it prompt members re their record keeping requirements? Does it produce the relevant notices for them? 	Our system includes information needed for each contractor for auto enrolment purposes. It decides which person is eligible each week to make contributions and relays relevant information to NEST who produce all relevant paperwork for the contractor
19.	<p>Internal complaints process: [optional]</p> <ul style="list-style-type: none"> Please explain the intermediary's complaints handling process for workers and agencies. Please provide a copy of the complaints procedure. Please advise the number of complaints received in each of last 3 years. Please advise the type of complaints received in each of the last 3 years. Please advise how complaints were resolved. Are there more complaints from one sector than another? How does the Intermediary deal with payment issues e.g. queries re timesheets, rates of pay? Do you deal directly with the employment business or direct the temporary worker to take it up with the employment business? 	<p>Please see attached Complaints Procedure.</p> <p>Confidential business information</p> <p>Confidential business information</p> <p>Confidential business information</p> <p>No</p> <p>Our dedicated Client Care Team deal with all contractor queries. They work closely with the Payroll team and will only refer back to the agency in circumstances where further clarification is needed.</p>

Question no.	Question	Answer
20	External complaints (e.g. to BIS): <ul style="list-style-type: none"> Has the Intermediary ever been the subject of a complaint to BIS? 	No
	<ul style="list-style-type: none"> Number of complaints received in each of last 3 years. 	Not applicable
	<ul style="list-style-type: none"> Type of complaints received in each of the last 3 years. 	Not applicable
	<ul style="list-style-type: none"> How complaints were resolved. 	Not applicable
21	Employment tribunal claims: Please tell us about any employment tribunal claims the Intermediary has received in the past 3 years. In particular:	
	<ul style="list-style-type: none"> Type of claim (e.g. employment status, dismissal, non-payment of wages, discrimination etc.). 	Confidential business information
	<ul style="list-style-type: none"> Number of claims. 	Confidential business information
	<ul style="list-style-type: none"> Number of claims settled. 	Confidential business information
	<ul style="list-style-type: none"> Number of claims successfully defended. 	Confidential business information
	<ul style="list-style-type: none"> Number of claims lost. 	Confidential business information
22	HMRC complaints or investigations: Please tell us about any complaints or investigations HMRC has raised with the Intermediary, or any group company or any other company of which a director of your company was also a director) at any time within the last 6 years. In particular, please advise on complaints or investigations relating to the following:	This is company confidential information. Should you require further information please contact Mark Clarke, Legal & Compliance Officer.
	<ul style="list-style-type: none"> NMW 	
	<ul style="list-style-type: none"> Holiday pay 	
	<ul style="list-style-type: none"> VAT (in the past 4 years) 	
	<ul style="list-style-type: none"> Travel and subsistence 	
	<ul style="list-style-type: none"> Real Time Information reporting 	
23	Services provided to temporary workers: <ul style="list-style-type: none"> How many contractors are on the Intermediary's books? 	Circa 8,000
	<ul style="list-style-type: none"> Are there seasonal or annual variations? 	Academic year variations

Question no.	Question	Answer
	<ul style="list-style-type: none"> • Benefits packages for contractors/ workers: <ol style="list-style-type: none"> a) Please provide details of any benefits packages you offer to contractors/ workers: <ul style="list-style-type: none"> ▪ Type of service ▪ Cost of service ▪ Eligibility criteria ▪ Assessment of suitability of the product/ service. b) Please confirm that these are optional services the contractors/ workers may choose to take. c) If these are not optional services, but the contractors/ workers are required to take these services, please confirm why these are compulsory rather than optional services. d) What is the connection between the company providing the optional services and the intermediary company? 	<p>a/b) People PAYE/PEO contractors have access to a points-based rewards package called My Wallet. They can choose to use the services if they wish but none are mandatory.</p> <p>c) To obtain the required reduction in premium achieved by large numbers and to avoid positive selection these benefits are available to all new contractors.</p> <p>d) There is no connection.</p>
24.	<p>Referral fees:</p> <ul style="list-style-type: none"> • Please confirm that the Intermediary does not pay a fee to any employment business or end user clients in order to be included on a preferred supplier list or for any other reason. This includes referral fees whether to the employment business or direct to its staff, timesheet rebates or other. • If you do pay a fee please confirm the basis upon which you pay any such fee(s). 	Confirmed
	<ul style="list-style-type: none"> • Please confirm that <ol style="list-style-type: none"> (a) the Intermediary does not refer temporary workers to any group company or any accountancy service provider(s) and (b) that it does not receive a fee for such referral. • If the Intermediary does make such referrals and/ or receive such fees please confirm the basis upon which you make such referrals and receive such fee(s). 	<p>Confirmed</p> <p>Confirmed</p>
25.	<p>Public sector exit payments: [only when supplying into the public sector]</p> <ul style="list-style-type: none"> • Has the contractor/ temporary worker supplied through the intermediary received a “relevant payment” for the purposes of the Repayment of Public Sector Exit Payments Regulations 2016? 	Not applicable
	<ul style="list-style-type: none"> • What arrangements has the contractor/ temporary worker made to repay the “relevant payment”? 	Not applicable

I confirm that:

1. the information provided via this checklist by People Umbrella Limited is complete and accurate.
2. People PAYE Limited will keep Agencies updated if any of the information provided changes; and
3. People PAYE Limited agrees to provide Agencies with any and all additional information which Agencies may require to enable them to comply with their reporting requirements under the Income Tax (Pay as you Earn) (Amendment No. 2) Regulations 2015.

MARK CLARKE

Signed:

On behalf of People PAYE Limited (10831716)

Position at the intermediary: LEGAL & COMPLIANCE OFFICER

Date: July 2021

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number **11098037**

The Registrar of Companies for England and Wales, hereby certifies that

PEOPLE PAYE LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **5th December 2017**



* N11098037G *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

PEOPLE PAYE LIMITED

VAT Registration Number: 284 1023 26

VAT Certificate

VAT Registration Number: 284 1023 26

VAT registration status: Registered

Business details

Registered name: PEOPLE PAYE LIMITED

Trading name: Not provided

Principal Place of Business address line 1: 15A THREE HORSESHOES WALK

Principal Place of Business address line 2: WARMINSTER

Principal Place of Business address line 3: WILTSHIRE

Principal Place of Business address line 4:

Postcode: BA12 9BT

Email address: FINANCIALCONTROL@RACSGROUP.COM

Bank account number: Not provided

Bank sort code: Not provided

Type of business: Incorporated company

Trade classification (SIC code): 69202

Business activity description: Bookkeeping activities

Important dates

Effective Date of Registration: 07 Dec 2017

Date of certificate: 26 Feb 2018

VAT return period end date : 31 Mar 2018

Frequency of returns: Quarterly in June, September & December

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BESPOKE BROKERS

TO WHOM IT MAY CONCERN

4 January 2021

Dear Sirs,

Insured: People Group Operations Limited

Registered Office: Three Horseshoes Walk, Warminster, Wiltshire BA12 9BT

We write to confirm that we are the appointed insurance brokers to the above insured and that the insurances detailed below are in place for the period of 21 November 2021 to 20 November 2022 both days inclusive.

Class of Business	Policy No	Insurer	Limit of Indemnity
Public Liability	PL-PSC04009257347	Hiscox Insurance Company Limited	GBP 10,000,000 and as per policy wording
Employers Liability	PL-PSC04009257347	Hiscox Insurance Company Limited	GBP 10,000,000 and as per policy wording
Professional Indemnity	PL-PSC04009257347	Hiscox Insurance Company Limited	GBP 5,000,000 and as per policy wording

This document is furnished to you as a matter of information only. The issue of this document does not make the person or organisation to whom it is issued an additional assured, nor does it modify in any manner the contract of insurance between the Assured and the Underwriters.

Where applicable the policies extend to include indemnity to principles clause and all policies are subject to the normal terms, conditions and exceptions of the insurers policy wordings.

Should the above mentioned contracts of insurance be cancelled, assigned or changed during the above Policy period in such manner as to affect this document, no obligation to inform the Holder of this document is accepted by the undersigned or by the Underwriters.

If any additional information is required, please do not hesitate to contact me.

Yours faithfully,

Henry Hayes

Stamped and Signed on behalf of Blackmore Borley Limited

People Group Services

Deductions Confirmation Letter



To whom it may concern

I am providing this open letter to provide our Agency partners with written confirmation that all payments made to any candidate working through ourselves will have been subject to the appropriate statutory deductions; PAYE, Employees NIC's, Employees Pension contributions, Student Loan and any other deductions which we are legally required to make prior to payment to the employee.

These deductions will be made across all of our products, Umbrella, PEO, PAYE, and PSC, this letter is given as formal confirmation in my position as Director of:

People Umbrella Limited	Company number 108317716
People Paye Limited	Company number 11098037
People Payments Limited	Company number 08833244
People PSC Limited	Company number 09381490

Each of our products and companies are audited independently by Professional Passport and as part of their audit standard we have to satisfy them that the payments made are subject to the appropriate deductions and that those deductions have been paid over to HRMC or NEST as required.

People CIS Limited Company number 06933298, which is not a PAYE product is also audited to ensure that appropriate deductions are made.

I understand that you may wish to provide a copy of this letter to your end Clients / Hirers as confirmation that such deductions are made and confirm my authority, consent and understanding that this letter may be used for such purposes.

Signed by

A handwritten signature in black ink, appearing to read 'Terry Hillier', written over a horizontal dotted line.

Terry Hillier as a Director for and on behalf of:

People Umbrella Ltd / People Paye Limited / People Payments Ltd / People PSC Ltd / People CIS Ltd



Private and Confidential

People Group
People Group House
Three Horseshoes Walk
Warminster
Wiltshire
BA12 9BT



Your reference
Our reference
Date

Provider Services Compliance Report
June 2021

Professional Passport Limited

Mark

8 The Manor
Shinfield
Reading
Berkshire
RG2 9DP

0118 988 8034

Mobile 07881 511345

www.professionalpassport.com

E-mail
crawford.temple@professionalpassport.com

Following my recent visit to your offices I attach my report documenting your processes and procedures in line with Professional Passport's Audit Standards.

As you are aware our audit process not only looks to ensure an organisation is compliant against the appropriate legislation but also seeks to assess an organisation against a number of soft fact criteria, as well as it displaying an "attitude of compliance".

We believe it will be these soft fact criteria that will ultimately set organisations apart.

This report is intended to create a base line of your processes and should any of these be amended it is essential you inform us, preferably as soon as you are aware of the potential change, but in all cases once it is implemented. We will review any change, discuss where required and, amend and update our records to reflect the change in procedures. We will write to you every six months to formally request that you confirm no changes have been made.

Regards

Crawford Temple

Registered in England: No. 4393690
Registered Office
8 The Manor
Shinfield
Berkshire
RG2 9DP



People PAYE Limited ('PPL')

People Group House, Three Horseshoes Walk, Warminster BA12 9BT
Registered No. 11098037
Tel: 0345 034 1530 Fax: 0345 604 0573
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Agency Name Limited

Address 1, Address 2, Town, PO5 8DE
Registered No. CompanyNo
Tel: 0800 123 456
Email: email@agency.com

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.



People PAYE Limited
and
Agency Name
Joint Employers

Date: 28th April 2021

People Group House, Three Horseshoes Walk, Warminster BA12 9BT
Tel: 0345 034 1530
Email: info@peoplegroupservices.com

Forename Surname

REF NO
Address 1 Address 2 Address 3 Town County PO5 CODE
TEL No

JOINT CONTRACT OF EMPLOYMENT

incorporating particulars required by Employment Rights Act 1996 for multiple assignments.

This contract has been formed electronically, following electronic signature by the parties as follows:

A handwritten signature in black ink, appearing to read 'Terry Hillier', is written in a cursive style.

By Terry Hillier (Authorised signature for and on behalf of the Joint Employers) on 28th April 2021 at 11:10.
By Employee on 28th April 2021 at 11:10 following secure login to Employee's portal on
Employer's website by user name and password issued to Employee.

A. YOUR EMPLOYMENT

1. Preliminary

1. Before offering you employment, you will be required to provide documentation to evidence that you are legally entitled to work in the UK. By signing this contract you confirm that you are legally entitled to work in the UK without any additional immigration approvals, and you agree to notify your employer immediately if you cease to be so entitled at any time.
2. Intentions; Commencement and continuity of employment
 - a. You have applied for employment with us, and you have represented to us that in the course of that employment, you are willing and intending to carry out successive Assignments for various clients and at various locations.
 - b. In reliance on those representations, we offer and you hereby accept employment on the terms of this Employment Contract.
 - c. Your period of continuity of employment commenced on the first day of your first assignment for us. No previous period of employment will count as part of your period of continuity with the company.
 - d. Where there is no preceding continuity of employment, this contract of employment is conditional on
 - a. You having the legal right to work in UK, and
 - b. Actual commencement of your first Client Assignment.
 - e. You will work on a flexible, "as required and agreed" basis
 - a. This contract does not create any obligation on the Joint Employers to allocate Assignments or provide work to you, and by entering into this contract you confirm your understanding that the Joint Employers makes no promise or guarantee of a minimum level of work to you.
 - b. There is no obligation on you to accept any Assignment that may be offered.
 - c. It is the intention of both you and the Joint Employers that there be no mutuality of obligation between us at any time when you are not performing an Assignment.

3. Duties (during Assignments, and between Assignments)

- a. You are employed as a Job Title, having regard to your qualifications and experience as notified to us, and to perform such other duties as we may allocate to you from time to time.
- b. You are not authorised to enter into or conclude contracts on our behalf.
- c. You will perform and complete such Client Assignments as we may from time to time allocate to you and you may agree to undertake. An Employee Assignment Schedule will be issued to you for each Client Assignment, this will include details of the role and tasks to be performed, and the working location and working hours. Where an Employee Assignment Schedule includes details of qualifications which are required to perform the assignment, you confirm that you hold all of the required qualifications, licenses, approvals and memberships
- d. We ourselves do not exercise (or assert the right to exercise) supervision and/or direction and/or control as to your manner of working whilst on a client assignment. Subject thereto, you will comply with all lawful instructions; with our working practices; standards; regulations and other reasonable requirements.
- e. Whilst on Client Assignment,
 - a. You are seconded to work for the End Client, at the location, and for the duration, all as specified in the applicable Employee Assignment Schedule; and
 - b. You will work with all proper skill and care, and in a professional manner.
 - c. Insofar as you may require supervision and/or direction and/or control, such supervision direction and control shall be provided and exercisable by the End Client; and
 - d. You will report to the End Client, and to any other person they may specify,
 - e. You must comply with such reasonable requirements (such as timesheets, or electronic time recording system) as may be imposed by the End Client for recording and verifying all time so worked
- f. You must notify us promptly if you become aware of any circumstances giving rise to the possibility of a claim against us as a result of any act, default or omission on your part, regardless of whether or not you yourself consider such claim might be justifiable.

B. AGENCY WORKERS REGULATIONS

1. You will promptly notify us in writing immediately upon it coming to your notice that you may have grounds for complaint concerning any aspects of such entitlements as you may have under the Agency Workers Regulations 2010, in order that we may have a proper opportunity to investigate and make any necessary changes.
2. When assessing your pay entitlement under regulation 5 of the Agency Worker Regulations 2010, regard shall be had to any official guidance to the Agency Workers Regulations 2010, any bonuses or commission paid will be taken into account as forming part of your pay.

3. If, in relation to any Client Assignment,
 1. You have completed the Qualifying Period under regulation 7 of the Agency Worker Regulations 2010, and
 2. The amount you receive in pay under that Client Assignment (calculated as set out in clause 2 above) exceeds that which you would have been paid if you had been engaged by the hirer for the position other than by using the services of a temporary work agency (the 'Excess'), and
 3. Had you been engaged directly by the hirer, you would have received either or both of (a) a greater entitlement to paid holiday than that to which you are entitled under this employment contract, or (b) some other benefit which falls to be treated as pay under the Agency Workers Regulations 2010 (together, 'Shortfall'), then credit shall be given for the amount of the Excess against the Shortfall, and the amount of the Excess shall be considered to have been received by you on account of any entitlements you may have to receive the Shortfall.

C. PAYMENT

1. Salary: You will be paid at an agreed hourly or daily rate which will not be lower than the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate, to commence when the first Client Assignment commences, for hours actually worked on Assignment or your daily rate based upon a 6 hour day or longer where we are notified that your standard day exceeds 6 hours, subject in all cases to you complying with all applicable procedures and requirements.
2. For the avoidance of doubt there is no obligation on any End Client to require you to work on any day, and no obligation on the Joint Employers to make payment in respect of any day on which your services are not required.
3. You will be paid in arrears, directly into your bank account, unless otherwise indicated in your current Employee Assignment Schedule.
4. Reimbursement of Expenses: At the start of each Client Assignment, we will discuss with you whether any expenses may be reimbursed (including, where applicable, conducting an assessment as to whether or not we are satisfied that the manner of your working is subject to supervision, direction or control by any person)
5. We may reimburse to you authorised expenses actually and reasonably incurred in the performance of your duties provided that:
 1. We are satisfied that the expense claimed can legitimately be reimbursed without deduction of tax and NIC
 2. Both the nature of the expense and the amount are (where practicable, and where applicable) agreed in advance
 3. You comply with our current rules and procedures for expense claims
 4. The claim is accompanied by receipts, and is submitted at the same time as any timesheet for the period in question.
6. Any claim for expenses which are expected to be passed on to the Client may only be made direct to the Client if the Client's expense procedures require that you do so; and if you make any such expense claim direct to the Client, you must provide us with a copy of every such claim, and with such further details as we may require, to enable us to comply with our own legal obligations.
7. Deductions: We will make all necessary deductions from your salary as required by law, including pension contributions which may be required to be deducted when the auto-enrolment regime applies. If any money becomes lawfully due from you to us (including money that may have been overpaid to you in error), we may deduct all or part of such money from salary, expenses, or any other payments due from us to you. If we have advanced you monies against hours worked or your accrued paid leave entitlement, we may recoup that advance by deduction or set off against any payment due to you for salary or paid leave as and when you actually become entitled to receive such payment. If you are in breach of contract we may withhold the whole or part of any monies otherwise due to you in full or partial compensation for our losses resulting from your breach, provided that we may not withhold more than would be reasonable compensation for such breach.
8. If in breach of contract you terminate an Assignment without giving the full period of notice that you are contractually required to give, and if as a result the Client withholds part or all of any payment due to us in respect of services you have provided, we may withhold payment of a corresponding amount from any sums due to you (including salary or holiday pay).
9. If any equipment is issued to you for the purposes of or in connection with an Assignment, you must use it for no other purposes, take all proper care of it, and return it at the end of the Assignment in good serviceable condition, fair wear and tear only excepted. Failure by you to so return any such equipment would be a breach of contract, and pending such return we may withhold payment of any sums due to you (including salary), provided that we may not withhold more than the value of the equipment (if not returned) or the cost of repair (if returned damaged).
10. If a motor vehicle made available to you by a Client suffers damage whilst is in your charge, and if after investigation you are found to be responsible for the damage, you will be liable for the cost of repairing such damage, up to a maximum of the excess applicable under the Client's motor insurance policy. Pending conclusion of the investigation, if the Client withholds part or all of any payment due to us in respect of services you have provided, we may withhold payment of a corresponding amount from any sums due to you (including salary); and if the investigation concludes that you were responsible for the damage, we may retain the cost of repair, up to a maximum of such excess.

D. HOLIDAYS

1. Whilst working on assignment you will accumulate holiday entitlement. Your holiday entitlement is accrued by default, and paid upon your request.

1. Holiday should be taken in a period when you are not also working. You should take natural breaks in your working year to comply with the working time directive and the health and safety policy.
 2. You may take any accrued paid holiday entitlement at any time, subject only to the requirements of any Client Assignment.
 3. Please give at least one week's notice of your request for paid annual holiday leave.
 4. Holiday leave may be booked online via your contractor portal.
2. Your minimum statutory holiday entitlement* is 20 days per annum plus 8 public and bank holidays which equates to 5.6 weeks per holiday year for a full time worker, part time workers will be calculated on a pro rata basis. *Your holiday entitlement will increase in accordance with agency worker regulations after 12 weeks if you are on a comparator 'match pay' employment contract and circumstances dictate.
 3. Holiday entitlement is calculated and accrued by reference to a % of gross taxable wages earned in each pay period (calculated as 5.6 weeks /46.4 weeks [52 weeks - 5.6 weeks] x 100 = 12.07%) this value is then converted into an entitlement expressed in hours or days and shown on the payslip based upon the standard working day of 6 hours (30 hours per week).
 4. The holiday year runs from 1st September in each year. Holiday accrued during the current holiday year should be taken by the 31st August. **The Working Time Regulations do not provide for unclaimed annual leave to be "rolled-over" from one year into the next except in limited circumstances. Consequently if you do not take all of your holiday leave in the current holiday year (i.e. the holiday year in which it is accrued) you will lose your entitlement to take this leave and you will not be allowed to receive a payment in lieu of this untaken entitlement even upon termination of your employment.**
 5. Upon notification of termination any untaken annual leave / holiday pay for the current holiday year will be paid out to workers and subject to usual tax and NIC deductions.

E. SICKNESS AND INJURY

1. We will make payments of such statutory sick pay as may be due to you in respect of any period of absence. Should you recover damages from any third party in respect of any period of absence you will repay any sums paid to you under this clause. We do not make any payment for sickness and injury beyond statutory sick pay as required by law. For Statutory Sick pay purposes qualifying days are Monday to Friday.
2. If you are absent from work for any reason and absence has not previously been authorised by us you must inform the End Client and then either of the Joint Employers as early as possible. Any absence not previously authorised must be properly explained and in the case of an absence of uncertain duration you must keep us regularly informed of its expected duration.
3. If you are absent from work due to sickness or injury which continues for more than five working days (excluding weekends) you must provide us with a medical certificate from your doctor on the sixth day of sickness or injury. Thereafter medical certificates must be provided to us on a weekly basis.
4. Immediately following return to work after a period of absence which has not previously been authorised you are required to complete a Self-Certification form stating the dates of and the reason for absence, including details of sickness on non-working days (this information is required by us for calculating Statutory Sick Pay entitlement).

F. HOURS OF WORK

1. Your normal working hours are such hours as may specify from time to time to be required for the current Client Assignment, subject to variation as reasonably required from time to time. You will be entitled to an unpaid lunch break (minimum 20 minutes) where your Assignment requires you to work more than six hours in any one day.
2. You will cooperate and comply with such means of recording working time and expenses as we may reasonably require.
3. Flexible hours may be required from time to time in relation to a Client Assignment. It is your responsibility to maintain records of hours and days worked, to produce such records to us whenever required to do so, and to ensure that you do not work for more than 46.4 weeks in any year.

G. PENSIONS

1. The statutory Pension Auto-Enrolment provisions will apply, from our Staging Date. The Joint Employers will comply with the employer pension duties to you, in accordance with Part 1 of the Pensions Act 2008.
2. The Joint Employers chosen Auto-Enrolment pension scheme provider is National Employment Savings Trust (NEST). The Joint Employers reserve the right to change its chosen Auto-Enrolment pension scheme provider from time to time, and you will be notified of any such changes.
3. Subject thereto, there is no company pension scheme.
4. Your Pay Reference Period for the purpose of Pensions Auto-Enrolment will be Monday to Sunday when Weekly paid (or when paid by reference to multiples of a week) and each Calendar Month when Monthly Paid.

H. INTELLECTUAL PROPERTY RIGHTS

1. All rights in the nature of Intellectual Property Rights (including, but not limited to, copyright) arising in any work created by you whilst this Contract subsists which relate to or are capable of being used in any business of ours or your current End Client with which you are (at the time of creation) or have been (within two years before that time) concerned to a material degree must be disclosed promptly to us, and shall vest in us. It is our responsibility to pass on to any third party such rights as we have agreed. You will cooperate fully in any formal steps reasonably required by us so as to put this term into effect. If we so require, you will sign any reasonable form of assurance of Intellectual Property rights which may be required.
2. You will indemnify us against any liability we may incur as a result of any alleged infringement of any third party's intellectual property rights as a result of any act by you, other than to the extent that any such infringement results from compliance with any specifications issued by us or by an End Client.

I. CONFIDENTIALITY

1. You may not disclose or use for your own purposes or for any purposes (other than ours) any information of a private, confidential, or secret nature which you have obtained by virtue of your employment with us and either relating to us or to our business, or in respect of which we owe an obligation of confidence to an End Client or any third party:
 1. During the employment, except in the proper course of the employment, or
 2. At all, after the termination of the employment.
 3. For the avoidance of doubt, nothing precludes you from making a "protected disclosure" within the meaning of Part 4A (Protected Disclosures) of the Employment Rights Act 1996. This includes protected disclosures made about matters previously disclosed to another recipient.
 4. Your obligations under this clause shall survive the termination of this Agreement, for whatever reason.

J. SOCIAL MEDIA, TELEPHONES, COMPUTERS, EMAIL, AND INTERNET

1. You will comply with all applicable policies (both ours, and those of any Client for whom you may be engaged on an Assignment) in relation to social media and the use of computer and telecommunications equipment.

K. DISCIPLINARY AND GRIEVANCE PROCEDURES

1. Disciplinary and Grievance Procedures based on those recommended by ACAS will generally be followed. These procedures are not contractual, and the Joint Employers reserve the right to depart from them at their discretion, and/ or to change them from time to time. A copy of the procedures in force at the date of this contract is at Annex A.
2. Any grievance should be brought to the attention of either of the Joint Employers in the first instance. If a they are unable to resolve it, you may refer it to a Director.
3. Appeals in relation to disciplinary matters may be made to a Director.

L. TERMINATION

1. Termination of a Client Assignment does not terminate your contract of employment.
2. You may not terminate your employment until any current Client Assignment can also be lawfully terminated by us. You may not terminate a Client Assignment without also terminating your contract of employment, without our written agreement. Subject thereto, this employment may be terminated by written notice as follows:
 1. During the first month, either by you or by us with immediate effect
 2. Until you have achieved two years continuous employment, either (a) by you giving us one week's notice, or (b) by us giving you one weeks' notice
 3. Thereafter, either (a) by you giving us one week's notice, or (b) by us giving you notice of two weeks, plus one additional week for each year of continuous employment, up to a maximum of twelve (maximum notice twelve weeks);
3. Your employment will automatically terminate, without any requirement for notice, if continuation of your employment would become unlawful, whether by reason of the expiry of any required work permit, or otherwise. Your employment will automatically terminate, without any requirement for notice, on the first day on which both of the following statements are true:
 1. You have no current Assignment, and
 2. You have not worked on Assignment at any time during the last 4 weeks.
4. Nothing in this section shall prevent us from terminating the employment without notice and without making payment in lieu of notice, where we are justified in so doing.
5. If on termination you have taken more or less than the amount of paid leave to which you are entitled (calculated to the date of termination), an adjustment will be made to your final salary payment.

6. On termination of your employment for whatever reason, you will forthwith return all property belonging to us or to any Client which is in your possession or under your control. You will if so required by us, confirm in writing that you have complied with your obligation under this term.

M. DISCLOSURE AND BARRING SERVICE ('DBS')

Any person applying to work in a capacity involving contact with vulnerable adults or children under the age of 18 is excluded from the provision for the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) Order 1986. You are therefore not entitled to withhold information about convictions or cautions which for other purposes may be 'spent', and any failure to disclose such convictions could result in termination of both an Assignment and this contract. An enhanced disclosure will be requested from the Disclosure and Barring Service. An equivalent standard of criminal background check will be required in respect of any period(s) you have lived overseas, from the appropriate authorities.

N. DATA PROTECTION ACT

1. In order to keep and maintain records relating to your employment (including Assignments) it shall be necessary for the Joint Employers to record, keep and process personal data (which may include sensitive personal data) relating to you. This data may be recorded, kept and processed on computer and in hard copy form.
2. To the extent that it is reasonably necessary for legal, personnel, administrative and management purposes, and/ or in connection with (a) your employment, (b) the performance of our responsibilities as an employer, and/or (c) demonstrating our own compliance with legal requirements to those with legitimate interests, the Joint Employers may be required to disclose this data to others, which may involve the transfer and processing of data outside of the European Economic Area.
3. Such others to whom Joint Employers may disclose this data include
 1. End Clients to whom your services may be provided,
 2. Other employees and consultants providing services to us,
 3. Group Companies of either Joint Employer,
 4. Affiliated or associated companies who provide services to either Joint Employer
 5. Our professional advisers and pension scheme provider,
 6. HMRC and other authorities.
4. If either Joint Employer plans to sell its business or integrate it with another business, it may also disclose this data to prospective purchasers and their advisors, and to any new owner of the business.
5. The data we may disclose may include your passport and any applicable visa, your CV, payslips, references, this employment contract, and (where relevant to the work you do or seek) results of DBS (Disclosure and Barring Service) checks, your name, NI number and details of hours worked and payment received. We may also be required to provide a copy of recent payslips and RTI submissions.
6. You consent to the recording, processing, use and disclosure by us of personal data (including sensitive personal data) relating to you, as set out above.
7. When sending your personal data to us (particularly your sensitive personal data), you are advised to do so only in a secure manner. Email is intrinsically insecure, and you should not send such data to us by email unless it has been encrypted. You accept that if you choose to send such data to us by unencrypted email, you do so at your own risk.
8. By signing this agreement you consent to us contacting you by email, text or phone in respect of matters relating to your contract of employment and the performance thereof.
9. For the purposes of the GDPR, the Joint Employers have nominated the HR Director as its Data Protection Compliance officer.
10. This does not affect your rights as a data subject or our obligations and responsibilities under the Data Protection Act 1998 ('DPA') or the General Data Protections Regulations 2018.

O. HEALTH AND SAFETY

1. You must:
 1. Familiarise yourself and comply at all times with all aspects of our Health and Safety policy, and with that of any Client on whose premises you are working;
 2. Comply with the requirements of the Health and Safety at Work Act 1974 and all other current relevant safety legislation, regulations, laws, codes of practice, standards, and requirements imposed by any competent authority ('the Requirements');
 3. Take responsible care for the health and safety of yourself and any other person who may be affected by your acts or omissions at work as required by section 7 of that Act;
 4. As regards any duty imposed on us or on any other person by or under any relevant Requirement, cooperate with us or such other person so far as is necessary to enable that duty or requirement to be performed or complied with;
 5. Not intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety, or

welfare in pursuance of any relevant statutory provisions.

2. Failure to comply with Health and Safety requirements is a serious matter, and may result in disciplinary action, including dismissal.

P. PREVENTION OF BRIBERY AND CORRUPTION

1. The Joint Employer's take a zero tolerance approach to bribery and corruption. You must comply with the applicable anti-bribery and corruption laws, and with any related policies and procedures of which we may notify you from time to time.
2. If you are offered a bribe, or if you are asked to make one, or if you suspect that any bribery or corruption has occurred or may occur, you must immediately report to the Compliance Officer or a director. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of your employment.

Q. PREVENTION OF THE FACILITATION OF TAX EVASION

1. The Joint Employer's takes a zero tolerance approach to tax evasion. You must not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country.
2. You must immediately report to the Compliance Officer or a director any request or demand from a third party to facilitate the evasion of tax, or any concerns that such a request or demand may have been made. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of your employment.

R. COMPLIANCE WITH ALL OTHER APPLICABLE LAWS

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

S. OTHER OBLIGATIONS OF EMPLOYEE

1. Vehicles
If you provide a vehicle for commuting or for use in connection with your work, you must ensure that your motor insurance includes the use of the vehicle for commuting and (where applicable) for business purposes, and you must on request provide us with a copy of your insurance certificate.
2. Integrity
You must maintain the highest standards of honesty and fair dealing in your work.
3. Warranty
You warrant that you are not subject to any restriction (whether contractual or otherwise) which might restrict you from fully performing any of the duties of your employment.
4. Staff Handbook
The Joint Employer's may publish a Staff Handbook containing detailed information about the procedures and policies. If the Joint Employer's does so you will be required to familiarise yourself with its content, keep up to date with any changes and generally abide by its provisions. If you are uncertain on any point in the Staff Handbook, then discuss it with a Director. The Staff Handbook (when published) is not contractual and the Joint Employer's may change it from time to time.
5. Criminal charges
If you at any time have a Criminal Charge laid against you, or if you receive a summons to appear in the Magistrates Court (other than as a witness, in domestic proceedings, or for a Road Traffic offence where the Court has no power to order endorsement of your driving licence) you must disclose it to us immediately. If you have had such a conviction in the past (other than a conviction which is 'spent' within the meaning of the Rehabilitation of Offenders Act) you must do likewise;
6. Other work
 1. You must devote the whole of your time, attention and abilities during your normal working hours on a Client Assignment to your duties under this Contract of Employment, and you may not under any circumstances during those hours whether directly or indirectly, undertake any other duties, of whatever kind;
 2. We do not seek to restrict what you do outside your normal working hours.
7. Working Clothing
You must provide yourself with suitable working clothing and ensure that your personal presentation is excellent at all times when you may come into contact with Clients of ours; any protective clothing or equipment which may be necessary to minimise risks to your health or safety will be provided without charge.
8. Property
 1. If any property is issued to you by us or by a Client in connection with the performance of your duties under this Agreement, you will use it for no other purpose, take all proper care of it, ensure that at all times it is adequately insured, under no circumstances seek to exercise any lien on such property, and return it at the end of your employment (earlier, if so required) in good serviceable condition, fair wear and tear only excepted.

2. All property of yours shall be at your risk at all times and we shall not be liable for any loss or damage to it, however such loss or damage may be caused.

T. GENERAL

1. Status

It is not the intention of either of us that you should be or become an employee of any Client for whom you may perform a Client Assignment.

2. Retirement

We are obliged to give you notice of at least six months and no more than one year of any retirement date we may intend for you. If we do so, you have the statutory right to request that you do not retire on that date. We will comply with any then prevailing legislative requirements.

3. Governing Law

This contract is governed by the law of England and any questions arising shall be dealt with by the English courts.

4. Short Time, Flexible Working and Furlough.

Should circumstances arise whereby I am unable to perform any assignments fully or partially as a result of restrictions imposed by government and a statutory scheme is in place whereby my employer may wish to suspend me from work on a full or partial basis and receive assistance with the costs of my employment from the government that I agree to being placed on such scheme and understand that my working hours and pay may be reduced accordingly during the continuation of the scheme. I will not perform work or services during times that I am on furlough. I will be paid my normal salary by my employer for hours worked otherwise I will comply with all of the scheme rules and will only perform such work and functions for my employer as may be agreed with them and permitted by the scheme regulations in place at that time. I will only be entitled to payments permitted under the scheme rules which will always be subject to the deduction of PAYE tax, employees NI and pension contributions and all other statutory deductions applicable to me.

5. Severance

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

6. Our right to change these conditions

The Joint Employers reserve the right to make reasonable changes to any of these terms and conditions of employment. Not less than one month's written notice of any significant changes may be given by way of an individual notice or a general notice to all employees. Such changes will be deemed to be accepted unless you notify us of any objection in writing before the expiry of the notice period.

7. Notices

Any notice pursuant to this contract shall be given in writing (excluding email), provided that notices

1. From us to you may be given by email to the most recent email address provided to us by you, and shall be deemed received forthwith upon sending unless notice of rejection is received from your email provider
2. From you to us may be given by electronic message via our website when you are logged in on your portal, and shall be deemed received forthwith upon sending unless you are notified of non-acceptance by the website.

8. Electronic signatures

1. This Agreement and/or your Employee Assignment Schedule may be signed by electronic signature (whatever the form the electronic signature takes), and that such method of signature shall be equally conclusive of the intention of each of us to be bound by its terms and conditions as if signed with manuscript signatures.
2. Notwithstanding that this Agreement and/or your Employee Assignment Schedule may have been signed by a form of electronic signature, and save in case of changes pursuant to clause 16.6 above, no addition, amendment to, or modification or discharge of, this Agreement and/or your Employee Assignment Schedule shall be effective otherwise than in writing on paper and signed with the manuscript signature of each party (in our case, by a director on our behalf), and no additional or modified terms may be implied by any other actions of you or the Company.

9. Definitions

1. 'Assignment' includes any Client Assignment detailed in your Employee Assignment Schedule, and Sourcing Assignments as detailed in this Agreement
2. 'Client' includes any End Client specified in your Employee Assignment Schedule.
3. 'Entire Assignment' means the entire period during which you work continuously in the same role for the same End Client, and therefore may be covered by more than one Employee Assignment Schedule.

10. Entire Agreement

This Agreement and your current Employee Assignment Schedule together are intended to fully reflect the intentions and expectations of both parties as to our future dealings, and (in the event of any dispute regarding your engagement by the Company) shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a relationship; together, they contain and constitute the entire understanding between us, and supersede any prior arrangements relating to your employment (which shall be deemed to have been discharged by mutual consent). In case of conflict, this Agreement has priority over your Employee Assignment Schedule. You confirm that you have read and understood the contents of this document and have had the opportunity to take advice where necessary.

This contract has been formed electronically, following electronic signature by the parties as follows:

By Employer on 28th April 2021 at 11:10.

By Employee on 28th April 2021 at 11:10 following secure login to Employee's portal on Employer's website by user name and password issued to Employee.

ANNEX A. - DISCIPLINARY AND GRIEVANCE PROCEDURES

(Based on ACAS Guide on discipline and grievance at work 2009. These are the procedures in force at the date of this contract. They are not contractual, and we reserve the right to depart from them at our discretion, and/or to change them from time to time.)

DISCIPLINARY PROCEDURE

A. Purpose and scope

The organisation's aim is to encourage improvement in individual conduct or performance. This procedure sets out the action which will be taken when disciplinary rules are breached.

B. Principles

The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated.

At every stage employees will be informed in writing of what is alleged and have the opportunity to state their case at a disciplinary meeting and be represented or accompanied, if they wish, by a trade union representative or a work colleague.

An employee has the right to appeal against any disciplinary penalty.

C. The Procedure

Stage 1 – first warning

If conduct or performance is unsatisfactory, the employee will be given a written warning or performance note. Such warnings will be recorded, but disregarded after 12 months of satisfactory service. The employee will also be informed that a final written warning may be considered if there is no sustained satisfactory improvement or change. (Where the first offence is sufficiently serious, for example because it is having, or is likely to have, a serious harmful effect on the organisation, it may be justifiable to move directly to a final written warning.)

Stage 2 – final written warning

If the offence is serious, or there is no improvement in standards, or if a further offence of a similar kind occurs, a final written warning will be given which will include the reason for the warning and a note that if no improvement results within ... months, action at Stage 3 will be taken.

Stage 3 – dismissal or action short of dismissal

If the conduct or performance has failed to improve, the employee may suffer demotion, disciplinary transfer, loss of seniority (as allowed in the contract) or dismissal.

Gross misconduct

If, after investigation, it is confirmed that an employee has committed an offence of the following nature (the list is not exhaustive), the normal consequence will be dismissal without notice or payment in lieu of notice:

– theft, damage to property, fraud, incapacity for work due to being under the influence of alcohol or illegal drugs, physical violence, bullying and gross insubordination.

While the alleged gross misconduct is being investigated, the employee may be suspended. Any decision to dismiss will be taken by the employer only after full investigation.

Appeals

An employee who wishes to appeal against any disciplinary decision must do so to the named person in the organisation within five working days. The employer will hear the appeal and decide the case as impartially as possible.

Dealing with grievances informally

If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your manager. You may be able to agree a solution informally between you,

Formal grievance

If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to your manager. You should stick to the facts and avoid language that is insulting or abusive.

Where your grievance is against your manager and you feel unable to approach him or her you should talk to another manager or a director.

Grievance hearing

Your manager will call you to a meeting, normally within five days, to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.

After the meeting the manager will give you a decision in writing, normally within 24 hours.

Appeal

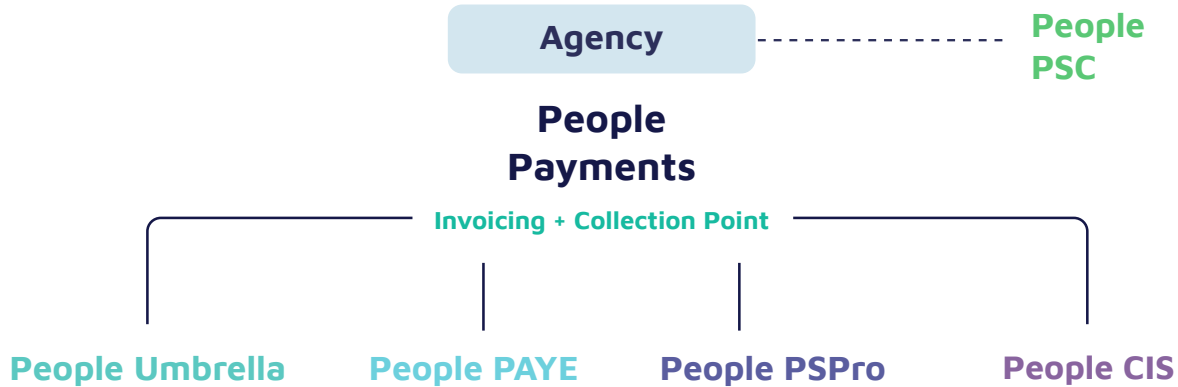
If you are unhappy with your manager's decision and you wish to appeal you should let your manager know.

You will be invited to an appeal meeting, normally within five days, and your appeal will be heard by a more senior manager (or a director). You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.

After the meeting the manager (or a director) will give you a decision, normally within 24 hours. The manager's (or a director's) decision is final.

PEOPLE GROUP

Streamlined structure & payment process



1. People Payments is People Group's centralised invoice collection point.
2. Contractors will continue to be employed under the most appropriate payroll model, employment contracts will be issued to the contractor and agency agreements/contracts will remain entered into as before.
3. A centralised collection point is easier for agencies as they only have to pay into one account and also improves our reconciliation and credit control functions.
4. Payments of invoices into People Payments as requested, will discharge the Agency's liability under the invoice to any of the payroll models offered within the group.

Signed by Terry Hillier as Director for and on behalf of People Umbrella Ltd/People PAYE Ltd/People CIS Ltd/ People PSpro Ltd/People Payments Ltd/People Group Services Ltd/People Group Operations Ltd.

PEOPLE PAYMENTS LTD

Registered Office	People Group House Three Horseshoes Walk Warminster Wiltshire BA12 9BT
Legal Status	Incorporated UK Limited Company
Registered Number	8833244
Date Incorporated	6 th January 2014
Persons with significant control	People Group Operations Ltd


BANK DETAILS

Company Bankers	Barclays Corporate Plc
Account Number	83136736
Sort Code	20-05-38

PEOPLE PAYMENTS LIMITED

Proof of bank account



COUNTERFOIL
bank giro credit 

Date:

Cashier's stamp:

No. of Chqs/POs:

Comm. 9508 08/17

Paid in by: **BARCLAYS BANK PLC BATH BRANCH**

Reference: 100150

Account: **PEOPLE PAYMENTS*******

Notes	£50	£20	£10	£5
Coins	£2			
	£1			
	50p and 20p			
	10p and 5p			
	2p and 1p			

Total Cash: *

Total Chqs: +

Sort Code: 20-05-38 Account Number: 83136736 Trans. Code: 78 £

▼ Please do not write or mark below this line or fold this voucher ▼

⑈ 100150 ⑈ 2000538⑈ 83136736 ⑈ 78



KEY INFORMATION DOCUMENT

WHEN USING PEO (JOINT-EMPLOYMENT)



This document sets out key information about your relationship with us and the intermediary or umbrella company used in your engagement, including details about pay, holiday entitlement and other benefits.

Further information can be found at [for Employment Business to insert here]

The Employment Agency Standards (EAS) Inspectorate is the government authority responsible for the enforcement of certain agency worker rights. You can raise a concern with them directly on 020 7215 5000 or through the ACAS helpline on 0300 123 1100, Monday to Friday, 8am to 6pm.

GENERAL INFORMATION

Your name:	Sarah Sample
Name of employment business:	Sample Agency
Name of intermediary or umbrella company:	People PAYE Limited
Your employer:	Sample Agency & People PAYE Limited will jointly employ Sarah Sample
Type of contract you will be engaged under:	Joint Employment contract with defined responsibilities
Who will be responsible for paying you:	People PAYE Limited
How often the umbrella company and you will be paid:	Weekly

INTERMEDIARY OR UMBRELLA COMPANY PAY INFORMATION

You are being paid through an intermediary or umbrella company: a third-party organisation that will calculate your tax and other deductions and then pay you for the work undertaken for the hirer. We will still be finding you assignments.

The money earned on your assignments will be transferred to the umbrella company as part of their income. They will then pay you your wage. All the deductions made which affect your wage are listed below. If you have any queries about these please contact us.

Your payslip may show you as an employee of the umbrella company listed below.

Name of intermediary or umbrella company:	People PAYE Limited
Any business connection between the intermediary or umbrella company, the employment business and the person responsible for paying you:	Sample Agency & People PAYE Limited are connected via joint employment terms, conditions and responsibilities

KEY INFORMATION DOCUMENT

WHEN USING PEO (JOINT-EMPLOYMENT)



1	Expected or minimum gross rate of pay transferred to the intermediary or umbrella company from us:	£650.00 (5 days @ £130)
2	Any other deductions from umbrella income (to include amounts or how they are calculated)	None
3	Deductions from intermediary or umbrella income required by law:	None
4	Holiday entitlement and pay:	Holiday is accrued at 12.07%, which equates to a pre-tax gross of £70.01 per week
5	Expected or minimum rate of pay to you:	Weekly gross taxable payment of £650.00
6	Deductions from your wage required by law:	Employees PAYE tax of £76.62 (20% of gross), employees national insurance of £55.92 (12%) & employees pension of £26.50 (5%). Plus any statutory deductions such as student loan.
7	Any other deductions or costs taken from your wage (to include amounts or how they are calculated):	£0.00
8	Any fees for goods or services:	£0.00
9	Additional benefits:	My Wallet Employment Benefits £0.00

EXAMPLE PAY

	Intermediary or umbrella fees	
Example gross rate of pay to intermediary or umbrella company from us:	1	£650.00
Any other deductions or costs taken from intermediary or umbrella income:	2	£0.00
Deductions from intermediary or umbrella income required by law:	2 + 3	£0.00

	Worker fees	
Example rate of pay to you:	5	£650.00
Deductions from your pay required by law:	6	£159.04
Any other deductions or costs taken from your pay:	7	£0.00
Any fees for goods or services:	8	£0.00
Example net take home pay:	The amount you receive	£490.96



Pay Advice

Private & Confidential

REFERENCE: PEO000001 1825 7814147

John Smith
2 Magnolia Drive
Your Town
AB1 2CD

Tax Code	1185L
National Insurance Number	TN000000M
Payment Frequency	WEEKLY
Week Ending Date	22 Jan 2021
Tax Paid to Date	£3,946.95
Gross Pay to Date	£14,788.21
Number of periods	1

Payment Components

Salary for the Period: £535.00

A (Taxable)

Holiday Pay **PAID OUT**: £0.00

B (Taxable)

Gross Taxable Pay: £535.00

Deductions & Additions Breakdown

Gross Taxable Pay: £535.00

PAYE Tax: £60.00

National Insurance: £55.00

Employee Pension: £4.10

Net PAY: £415.90

Legal Deductions: £0.00

TOTAL PAY: £415.90

Amount PAID to BANK: £415.90

Please read this Pay Advice in conjunction with your Assignment Reconciliation in all events.
Should you need to discuss this Pay Advice in detail please contact
clientcare@peoplepaye.com or call **0345 034 1530**

Where your money has been paid

Bank / B Soc Name:

Account Number

Sort Code:

Please notify us immediately if these details are incorrect

Barclays

****XXXX

00-00-00

People PAYE Limited. Registered in England and Wales. Registered No. 11098037
Registered Office: People Group House, Three Horseshoes Walk, Warminster, Wiltshire BA12 9BT
VAT Registration number: 284 1023 26

Complaints Procedure

People Umbrella Limited aims to provide a responsive and timely service to all our clients, customers and contractors; we will:

- treat all complaints seriously and deal with them properly;
- resolve complaints promptly; and
- learn from complaints and take action to improve our service.

How to make a complaint

If you have a complaint about the service provided by People Umbrella Limited you can send your complaint by post, fax or e-mail. In all cases you should aim to provide as much relevant information as possible so that we can deal with your complaint promptly. Please also include your contact details in case we need to obtain more information from you.

All complaints about People Umbrella Limited should be sent to the Complaints Officer on:

Email: clientcare@peoplegroupservices.com

Address: Complaints Officer
FREEPOST
People Group Services

What happens next?

You will receive an acknowledgement from us that your complaint has been received. If you do not receive an acknowledgement within five working days of submitting your complaint, please contact the Complaints Officer.

Responding to complaints

In acknowledging receipt of your complaint, we will give an indication of how long it will take to send you a detailed response. In most cases, we would aim to provide a full reply within ten working days. However, this may not always be possible, especially if we need to obtain further information from someone outside of People Umbrella Limited. If it proves impossible to send a detailed answer to your complaint within the time originally indicated we will contact you again explaining the reason why and to advise when you will receive a full response.

Dealing with complaints

All complaints will be managed by the Complaints Officer. The manager responsible for the area to which your complaint relates will handle a detailed investigation into your complaint. The Managing Director of People Group Services Limited will also take a personal interest in each complaint.

People Group Services (Company No. 11570329 VAT No. 305131359) is one of the People Group of companies. Other group companies:

People PAYE Limited (Company No. 11098037, VAT No. 284102326)
People Compliance Limited (Company No. 11570398, VAT No. 305178616)

People Engage Limited (Company No. 11570346, VAT No. 305134448)
People Complete Limited (Company No. 11570386, VAT No. 305198118)

Anti-corruption and bribery policy.

1. Policy statement

- 1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery and corruption.
- 1.2 We will uphold all laws relevant to countering bribery and corruption. However, we remain bound by UK laws, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

2. About this policy

- 2.1 The purpose of this policy is to:
- (a) set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
 - (b) provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.
- 2.2 It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer if we fail to prevent bribery we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.
- 2.3 We have identified that the following are particular risks for our business
- Payment of rebates / incentives / introduction fees or bonuses to consultants in order to facilitate the introductions of the new contractors to our business.

To address those risks we have adopted a group wide policy that no such agreements will be entered into unless they are done so on a business to business basis.

- 2.4 In this policy, **third party** means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

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- 2.5 This policy does not form part of any employee's contract of employment and we may amend it at any time.

3. Who must comply with this policy?

This policy applies to all persons working for us or any Group Company or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located.

4. Who is responsible for the policy?

- 4.1 The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.
- 4.2 The Legal and Compliance Director has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering bribery and corruption.
- 4.3 Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it.
- 4.4 You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the compliance manager.

5. What are bribery and corruption?

- 5.1 **Bribery** is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.
- 5.2 An **advantage** includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.

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5.3 A person acts **improperly** where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any organisation of any kind.

5.4 **Corruption** is the abuse of entrusted power or position for private gain.

Examples:

Offering a bribe: You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.

Receiving a bribe: A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.

It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

6. What you must not do

It is not acceptable for you (or someone on your behalf) to:

- (a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- (b) give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
- (c) accept a payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that it we will provide a business advantage for them or anyone else in return;
- (d) accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.

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- (e) offer or accept a gift to or from government officials or representatives, or politicians or political parties;
- (f) threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- (g) engage in any other activity that might lead to a breach of this policy.

7. Facilitation payments and kickbacks

7.1 We do not make, and will not accept, facilitation payments or "kickbacks" of any kind.

7.2 **Facilitation payments**, also known as "back-handers" or "grease payments", are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are not common in the UK, but are common in some other jurisdictions.

7.3 **Kickbacks** are typically payments made in return for a business favour or advantage.

7.4 You must avoid any activity that might lead to a facilitation payment or kickback being made or accepted by us or on our behalf, or that might suggest that such a payment will be made or accepted. If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Legal and compliance Director.

8. Gifts, hospitality and expenses

8.1 This policy allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:

- (a) establishing or maintaining good business relationships;
- (b) improving or maintaining our image or reputation; or
- (c) marketing or presenting our products and/or services effectively.

8.2 The giving and accepting of gifts is allowed if the following requirements are met:

- (a) it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;

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- (b) it is given in our name, not in your name;
 - (c) it does not include cash or a cash equivalent (such as gift certificates or vouchers);
 - (d) it is appropriate in the circumstances, taking account of the reason for the gift, its timing and value. For example, in the UK it is customary for small gifts to be given at Christmas;
 - (e) it is given openly, not secretly; and
 - (f) it complies with any applicable local law.
- 8.3 Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.
- 8.4 Reimbursing a third party's expenses, or accepting an offer to reimburse our expenses (for example, the costs of attending a business meeting) would not usually amount to bribery. However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.
- 8.5 We appreciate that practice varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift, hospitality or payment is reasonable and justifiable. The intention behind it should always be considered.

9. Donations

- 9.1 We do not make contributions to political parties.
- 9.2 We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of a Director.

10. Record-keeping

- 10.1 We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.
- 10.2 You must declare and keep a written record of all hospitality or gifts given or received, which will be subject to managerial review.
- 10.3 You must submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

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- 10.4 All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

11. Your responsibilities

- 11.1 You must ensure that you read, understand and comply with this policy.
- 11.2 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 11.3 You must notify your manager **or** the Legal and Compliance Director as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business. Further "red flags" that may indicate bribery or corruption are set out in clause 16.

12. How to raise a concern

- 12.1 You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage.
- 12.2 If you are offered a bribe, or are asked to make one, or if you believe or suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your manager or the Legal and compliance Director as soon as possible.
- 12.3 If you are unsure about whether a particular act constitutes bribery or corruption, raise it with your manager.

13. Protection

- 13.1 Individuals who refuse to accept or offer a bribe, or who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.
- 13.2 We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future.

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Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure, which can be found in your contract and staff handbook.

14. Training and communication

- 14.1 Training on this policy forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.
- 14.2 Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

15. Breaches of this policy

- 15.1 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.
- 15.2 We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

16. Potential risk scenarios: "red flags"

The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly to your manager **or** to the Legal and Compliance Director:

- (a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- (b) you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- (c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;

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- (d) a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (e) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (f) a third party requests an unexpected additional fee or commission to "facilitate" a service;
- (g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- (h) a third party requests that a payment is made to "overlook" potential legal violations;
- (i) a third party requests that you provide employment or some other advantage to a friend or relative;
- (j) you receive an invoice from a third party that appears to be non-standard or customised;

- (k) a third party insists on the use of side letters or refuses to put terms agreed in writing;
- (l) you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- (m) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
- (n) you are offered an unusually generous gift or offered lavish hospitality by a third party.

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Anti-slavery and human trafficking policy.

Policy statement

- 1.1 Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.
- 1.2 We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.
- 1.3 This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Responsibility for the policy

- 2.1 The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.
- 2.2 The Legal and Compliance Director has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering modern slavery.
- 2.3 Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it and the issue of modern slavery in supply chains.

2.4 You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries are encouraged and should be addressed to the Legal and Compliance Director.

3. Compliance with the policy

3.1 You must ensure that you read, understand and comply with this policy.

3.2 The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

3.3 You must notify your manager and the Legal and Compliance Director as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future.

3.4 You are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.

3.5 If you believe or suspect a breach of this policy has occurred or that it may occur you must notify your manager or the Legal and Compliance Director as soon as possible.

3.6 If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with your manager or the Legal and Compliance Director.

3.7 We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure, which can be found at in your employment contract.

4. Communication and awareness of this policy

4.1 Training on this policy, and on the risk our business faces from modern slavery in its supply chains, forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.

4.2 Our commitment to addressing the issue of modern slavery in our business and supply chains must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and reinforced as appropriate thereafter.

5. Breaches of this policy

- 5.1 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.
- 5.2 We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

JOINT EMPLOYMENT RESPONSIBILITIES

Action	People Group	Agency
Obtain other personal info	✓	
Issue personal illustration	✓	
Issue employment contract	✓	
Issue data processing info and obtain consent	✓	
Obtain Employers & public liability insurance	✓	
Pay employers national insurance, pension, app levy	✓	
Calculate and administer Holiday pay	✓	
Pay employee's PAYE, NIC's & pension	✓	
Submit RTI	✓	
Make payments to HM Revenue & Customs for deductions & app levy	✓	
Administer employers pension scheme	✓	
Make pension payments	✓	
Source and administer employee benefits package	✓	
Administer and pay statutory obligations	✓	
Resolve payslip queries	✓	
Employment and legal support	✓	
Resolve operational and disciplinary issues		✓
Right to work checks		✓
Identity checks		✓
Obtain professional indemnity insurance		✓
Qualification checks		✓
Experience requirements		✓
Reference requirements		✓
Find assignments		✓
Check AWR requirements		✓
Issue assignment and Key Information Document		✓
Issue and receive timesheets		✓
Invoice hirer for salary costs and uplift + agency mark up + VAT where applicable		✓
Receive payment from hirer		✓
Pay People Group salary and employment costs		✓





HM Revenue & Customs

PEOPLE PAYE LIMITED
15A THREE HORSESHOES WALK
WARMINISTER
WILTSHIRE
BA12 9BT

Phone 03000 xxxxxxxxxxxx

Email xxxxxxxx@hmrc.gsi.gov.uk

Web www.gov.uk

Date 21 November 2018
VAT number XXX XXX XX

Dear Mr XXXXX,

Thank you for your emails dated 8 March 2018 and 27 July 2018 in which you set out specific VAT queries in relation to the proposed People PAYE Ltd model (PPL). It is my understanding that you wanted clarification regarding the application of VAT notice 700/34 with specific focus on what costs would be covered under disbursements between joint employers. I have now completed my review of the relevant legislation and guidance and can comment as follows.

Firstly, I had to consider if the agreement between parties constitutes a joint employment as per VAT notice 700/34. You provided sample contracts and supporting documents detailing the division of responsibility between PPL and an 'agency'. **If the working arrangement adheres to the contracts provided then I would consider a legitimate joint employment exists. I therefore agree that VAT notice 700/34 applies.**

As far as employment costs are concerned guidance at VATSC06000 says "if staff are jointly employed by two or more parties it is not possible for one of the employers to make a taxable supply of the staff to another, even where it may charge part of the wages etc. costs of the staff."

VAT notice 700/34 gives further advice on paymaster services. It states "Paymaster services can involve one company paying salaries and other expenses such as National Insurance and pension contributions. They commonly occur between associated companies in 2 situations:

- where employees are jointly employed by 2 or more companies and one company undertakes to pay salaries and the other expenses which it then recovers from the other joint employers
- where each of a number of associated companies employs its own staff, but one company (the paymaster) pays salaries and other expenses on behalf of the others who then pay their share of the costs to the paymaster

Recovery of monies paid out by the paymaster in either of these situations is not subject to VAT as it's a disbursement. For more information about this see VAT guide (Notice 700)."

Information is available in large print, audio and Braille formats.
Text Relay service prefix number – 18001



In my opinion, the guidance is stating that there can be no taxable supply (of staff) between joint employers because the workers in question are each the employer's own employees. So, even when monies (thus potential monetary consideration) pass between them for paying the workers – including salaries and resulting taxes - there is still no supply between the joint employers, because the monies are related to paying their own workers. Put another way, if the worker wasn't paid by one of the joint employers, the other joint employer(s) would be jointly and severally liable to pay the worker, so the monies in question are the wages/related taxes and pensions.

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To summarise, I consider that there is a joint employment given the conditions and contracts provided. Remittances between the agency and PPL would be subject to guidance at 700/34 however only costs that can be associated with wages, related taxes, pensions and statutory payments would be classified as outside the scope of VAT.

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If you have any further queries then do not hesitate to contact me

Yours sincerely

XXXXX XXXXXXXX
Investigator

To find out what you can expect from us and what we expect from you go to www.gov.uk/hmrc/your-charter and have a look at 'Your Charter'.

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