

PEOPLE UMBRELLA 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 due diligence checklist

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Throughout this document 'intermediary' means the umbrella company or CIS intermediary.

Q no.	Question	Answer
1.	Intermediary details: If a limited company, registered company no.	10831716
	Registered name and trading name(s) if different	People Umbrella Limited
	Date of incorporation	22 June 2017
	Registered address and trading address if different	People Group House Three Horseshoes Walk Warminster Wiltshire BA12 9BT
	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). 	United Kingdom
	VAT number	271 5896 69
2.	Group companies: Please provide the above details for any holding, subsidiary or associated companies (referred throughout this checklist as 'group companies').	People Payments Limited 08833244 People PSC Limited 09381490 People PAYE Limited 11098037 People Group Services Limited 11570329
3.	Intermediary officers: If a limited company, please confirm the name and address of each company officer (e.g. directors and company secretary). If a partnership, please list all partners	Terence Hillier Address as above
	Please confirm that none of the company officers or partners have ever been disqualified from acting as a company officer, whether while a company officer at this intermediary, any group company or any other company. 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.	Confirmed
	Please confirm that none of the company officers have been involved in a 'phoenix company' i.e. they have not liquidated,	Group restructuring involving transfer of business in 2017. If

	dissolved or otherwise ceased the operation of a company only to resurrect the services provided by and operations of that company in another company. If yes, please explain the circumstances around liquidation, dissolution, or cessation of operation of any previous companies.	you need further information, please contact legal@peoplegroupservices.com
4.	Financial matters:	
	Please note that we (the employment business) will only pay into a UK business bank account held in the intermediary's name.	
	Please confirm how the intermediary protects monies relating to temporary workers' pay, e.g. are they held in separate client accounts?	Confirmed
	Please confirm that neither you nor any group company pays temporary workers via an offshore entity.	Confirmed
	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.	Insurance: 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.	FCSA membership: Is the intermediary a member of the Freelancer and Contractor Services Association (FCSA)?	No. We are fully audited by Professional Passport
	Is the intermediary working towards FCSA membership? Expected entry date?	No
	Note that the FCSA no longer has an 'associate' member category. They only have a full member category Identified by an orange logo.	
7.	GLAA licensing: If the intermediary operates in the GLAA* registered sector, please provide its GLAA licence no. (* Gangmasters and Labour Abuse Authority).	Not applicable
	Has the GLAA ever refused or revoked the intermediary's licence or that of any group company? If yes, please explain why.	Not applicable
	Has the GLAA ever imposed Additional Licensing Conditions upon the Intermediary's GLAA licence or that of any group	Not applicable

	company? If yes, please give details including the nature of the Additional Licensing Conditions, dates, and the outcome.	
	Has the intermediary ever been subject to a GLAA 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 GLAA complaint/investigation.	Not applicable
8.	Contractual documentation: Please provide a copy of your standard terms of business with employment businesses.	Copy of Master Agreement – People Umbrella attached
	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.	All contractors working through our Umbrella model are employed by People Umbrella Limited
	Please advise which of the following contracts the intermediary engages temporary workers on: <ul style="list-style-type: none"> ▪ AWR Regulation 10 contract (aka “Swedish Derogation” or “pay between assignments” contract) * ▪ Annualised hours contracts ▪ Zero hours contracts ▪ Self-employed contracts ▪ Personal services/mini-umbrella ▪ Elective deduction model (or similar arrangements) ▪ Other? Please describe Please provide a copy of each contract. * See additional questions on AWR (see section 12)	People Umbrella Limited engages contractors on a zero hours contract Please see attached
Specific compliance requirements		
9.	ID checks: Please confirm the process(s) the intermediary uses to check the identity of the temporary worker.	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.
10.	<p>Right to work checks:</p> <p>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
	Has the intermediary ever been found by the UK Border Agency/the Home Office (or any of their predecessors) to have supplied illegal workers? If yes, give details.	No
	Has the intermediary been fined by the UK Border Agency/the Home Office? If yes, please provide the level and date of fine and an explanation as to why the fine was issued.	No
	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.	Please see attached Anti-Slavery and Human Trafficking Policy
11.	<p>Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the Conduct Regulations):</p> <p><AGENCY NAME> is 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. 	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
	How does the intermediary (a) ensure that the opt out is validly given i.e. signed by both the intermediary and the individual work-seeker and (b) notify us if the intermediary and the temporary worker have opted out of the Conduct Regulations?	See above, no notification required
	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?	As above, only those contractors whose role involves working with vulnerable adults or children would not be opted out
	<p>The Key Information Document</p> <p>From 6 April 2020 employment business must give all work-seekers a key information document (KID) which must include information about all charges and deductions made to a work-seeker's pay. Where s/he might work through an intermediary</p>	Each worker is given an individual illustration of our payroll products and a recommendation of which product would be most suitable

	<p>such as an umbrella company, the KID must include the fee the intermediary charges for processing their pay.</p> <p>Please list all charges and deductions which the intermediary may make to a work-seeker's pay.</p> <p>Please clearly show how the intermediary calculates any charges it makes to temporary workers for its services including but not only the payroll charge/admin fee/service charge? Please provide all documentation relating to any additional services the Intermediary may provide to temporary workers.</p> <p>How and when does the intermediary advise the temporary workers of any charges made for its services?</p>	<p>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> <p>We make statutory deductions and the only charge for services is our margin – all detailed on the KID information document.</p>
12.	<p>Agency Workers Regulations 2010 (AWR):</p> <p>Does the intermediary employ workers on AWR Regulation 10 contracts? If yes:</p> <ul style="list-style-type: none"> ▪ how many? ▪ what % of workers on their books does this represent? 	No
	What is the average length of time on assignments?	Not applicable
	Where the intermediary engages temporary workers on an AWR Regulation 10 contract (aka "Swedish Derogation" contract) please complete the following:	Not applicable
	Confirm that the contract enters into force before the temporary worker commences his/her first assignment under that contract.	Not applicable
	How does the Intermediary assist temporary workers to find alternative work during time between assignments?	Not applicable
	How did the intermediary calculate and fund Pay between Assignments (PBA) (before the repeal of Regulations 10 and 11)?	Not applicable
	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
	How has the intermediary managed the repeal of Regulations 10 and 11 of the AWR from 6 April 2020?	Not applicable
	How many AWR specific claims has the intermediary received?	2
	How has the intermediary dealt with these?	Notified agency & hirer, settlement then agreed by agency & hirer.

	How has the intermediary worked with its employment business clients and their clients to manage AWR claims?	Agency advised when 12-week qualification period approaches
	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.	All decisions are available on the employment tribunal website
	If any AWR claims have proceeded to hearing, what were the tribunal's, EAT's or higher court decisions?	Not applicable
	Please confirm that the intermediary agrees to accept full liability, and to indemnify the REC member for any losses (as defined in terms of business) incurred in relation to the Intermediary's arrangements with the temporary workers.	Confirmed in so far as losses are solely attributable to the act or omission of the intermediary
	Please confirm that the intermediary has appropriate insurance cover (in terms of content and level of cover) in place to cover any AWR claims. Please confirm that the employment business can benefit from such insurance and on what basis e.g. that the employment business is a named insured party for the purposes of that insurance.	Insurance policy attached
13.	Working Time Regulations 1998 (WTR): How does the intermediary calculate: <ul style="list-style-type: none"> • holiday pay? • holiday leave? 	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.
	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. If the intermediary does roll up holiday pay, please explain (a) why this happens and (b) how this is made clear to the temporary worker both in advance and each time it is rolled up.	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.
	Please confirm that the Intermediary pays all accrued holiday pay to temporary workers. If the intermediary does not pay all accrued holiday to temporary workers, please explain why.	We comply with statutory & Professional Passport obligations in relation to holiday pay
14.	National minimum wage/National living wage:	Yes

	<p>Does the Intermediary pay at least the applicable rate of NMW/NLW to all temporary workers for all hours worked? If not, why not?</p> <p>See also section 25 (HMRC)</p>	
15.	<p>General:</p>	
	<p>How many of the intermediary's contractors/workers are deemed to be outside of IR35?</p>	<p>Not applicable, all Umbrella contractors are within IR35</p>
	<p>What industry sectors do they operate in? E.g. IT, teaching, health, finance, legal, hospitality, retail, engineering, construction, oil and gas, etc.</p>	<p>Not applicable</p>
	<p>Please provide a copy of all marketing materials and all terms of business which the intermediary may use with the employment business and any temporary workers or contractors it may engage with.</p>	<p>Not applicable</p>
16.	<p>Deduction of PAYE and National Insurance contributions:</p> <p>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? If not, why not?</p>	<p>Confirmed.</p>
	<p>Please confirm that the intermediary does not use any disguised remuneration schemes including but not limited to loan schemes.</p> <p>If <AGENCY NAME> suspects or knows that the intermediary uses any disguised remuneration schemes it will terminate its engagement with the intermediary immediately.</p>	<p>Confirmed.</p>
	<p>Please provide pay slips showing that (a) full PAYE and NICs have been deducted from the temporary worker's pay and (b) employers' NICs have been paid.</p> <p>See also section 22 (HMRC).</p>	<p>Sample pay slips are attached.</p>
17.	<p>Travel and subsistence expenses:</p> <p>Does the intermediary operate any expenses schemes under which it will pay a temporary worker/contractor some or all their travel and/or subsistence expenses?</p>	<p>Agency reimbursed expenses only, in accordance with Professional Passport audit requirements</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 way in which the temporary worker provides the services.</p>	<p>Confirmed.</p>

	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.	
	How does the intermediary establish whether the temporary worker does or does not work 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.
	Does the intermediary operate a T&S scheme for temporary workers not working under SDC? If yes, on what basis? 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.	No, expenses must be submitted through form P87
	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.
	Please confirm that neither the intermediary, nor any group company, operates a pay day by pay day relief model.	Confirmed
	Please confirm that: <ul style="list-style-type: none"> ▪ 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 ▪ 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.
	Has HMRC reviewed the intermediary's application of travel and subsistence expenses at any time? <ul style="list-style-type: none"> ▪ If yes, what was the outcome? Please provide documentary evidence from HMRC. 	No longer applicable
18.	Pensions: When did/will the intermediary stage for auto-enrolment purposes?	01 September 2017
	Does the intermediary postpone enrolment for eligible jobseekers?	Our system decides which person is eligible each week to make contributions.

	Please confirm the percentage of temporary workers engaged by the intermediary who have opted out of pensions auto-enrolment.	20%
	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
	What pensions provider does the intermediary use?	NEST
	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 your software doesn't do this already what plans do you 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 the agency and/or the workers? 	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.	Internal complaints process: Please explain the intermediary's complaints handling process for workers and agencies. Please provide a copy of the complaints procedure.	Please see attached Complaints Procedure.
	Please advise the number of complaints received in each of last 3 years.	Confidential business information
	Please advise the type of complaints received in each of the last three years.	Confidential business information
	Please advise how complaints were resolved.	Confidential business information
	Are there more complaints from one sector than another?	No
	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?	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.
20.	External complaints (e.g. to BEIS/EASI, GLAA, The Pensions Regulator (TPR), ACAS):	

	Has the intermediary ever been the subject of a complaint to BEIS/EASI, the GLAA, TPR, ACAS or other?	No
	Number of complaints received in each of last three years.	Not applicable
	Type of complaints received in each of the last three years.	Not applicable
	How complaints were resolved.	Not applicable
21.	ACAS/employment tribunal claims: Please tell us about any matters referred to ACAS or any employment tribunal claims the intermediary has received in the past three years. In particular:	
	Type of claim (e.g. employment status, dismissal, non-payment of wages, discrimination etc.).	
	Number of claims	7
	Number of claims settled	4
	Number of claims successfully defended	3
	Number of claims lost.	0
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. 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.
	NMW	
	Holiday pay	
	Deduction of PAYE tax and NICs, payment of employer NICs	
	Travel and subsistence	
	Real Time Information reporting	
	VAT (in the past four years)	
	Other	
23.	Services provided to temporary workers: How many temporary workers/contractors are on the intermediary's books?	Circa 8,000

	Are there seasonal or annual variations?	Academic year variations
	<p>Benefits packages for contractors/workers:</p> <ul style="list-style-type: none"> ▪ 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. ▪ Please confirm that these are optional services the contractors/workers may choose to take. ▪ 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. ▪ What is the connection between the company providing the optional services and the intermediary company? 	<p>People Umbrella 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>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>There is no connection.</p>
24.	<p>Referral fees:</p> <p>Please note that the employment business never requests and its staff are instructed never to accept a referral fee or other incentive from any intermediary. If the Intermediary offers any referral fee or incentive to the employment business or its staff, the employment business will terminate its relationship with the Intermediary immediately.</p> <p>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.</p> <ul style="list-style-type: none"> • If you do pay a referral fee please confirm the basis upon which you pay any such fee(s). 	Business to Business only
	<p>Please confirm that (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.</p> <p>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
25.	<p>Data protection/GDPR</p> <p>Please provide a copy of the Intermediary's data protection policy and any privacy statements it provides to individuals.</p>	Attached
	<p>Please confirm that the Intermediary does not transfer personal data outside of the European Economic Area. If the Intermediary</p>	Confirmed

	does make such transfers, (a) on what legal basis does it make these transfers and (b) to whom does it make the transfers?	
	Please confirm the intermediary's process for dealing with any data subject rights including: <ul style="list-style-type: none"> ▪ Subject access requests ▪ The right to rectification ▪ The right to request erasure of personal data ▪ The right to object ▪ The right to be informed ▪ The right to withdraw consent ▪ The right to data portability ▪ Rights relating to automated decision-making and profiling 	Please see attached policy
	Has the intermediary ever had a data protection breach? If yes, how did the Intermediary resolve this?	No
	Has the intermediary ever been under investigation by the Information Commissioner's Office for any alleged breaches of data protection laws? If yes, what was the outcome of such investigation?	No

I confirm that:

the information provided via this checklist by People Group is complete and accurate.

People Group will keep ***** updated if any of the information provided changes; and

People Group agrees to provide ***** with any and all additional information which ***** may require to enable it to comply with its reporting requirements under the Income Tax (Pay as you Earn) (Amendment No. 2) Regulations 2015.

Signed: 

Print name:TERENCE HILLIER.....

On behalf of: People Umbrella Limited - 10831716

Position at the Intermediary:DIRECTOR.....
 (You must be authorised to complete their checklist on behalf of the Intermediary)



FILE COPY

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company Number 10831716

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

RACS COLLECTIVE PLUS LIMITED

a company incorporated as private limited by shares, having its registered office situated in England and Wales, has changed its name to:

PEOPLE UMBRELLA LIMITED

Given at Companies House on **13th August 2019**



* N10831716E *

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

FILE COPY



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

Company Number **10831716**

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

RACS COLLECTIVE PLUS 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 **22nd June 2017**



* N10831716E *



Companies House



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

**PEOPLE UMBRELLA LIMITED**

VAT Registration Number: 271 5896 69

VAT Certificate

VAT Registration Number: 271 5896 69

VAT registration status: Registered

Business details

Registered name: PEOPLE UMBRELLA LIMITED

Trading name: Not provided

Principal Place of Business address line 1: PEOPLE GROUP HOUSE

Principal Place of Business address line 2: THREE HORSESHOES WALK

Principal Place of Business address line 3: WARMINSTER

Principal Place of Business address line 4: WILTSHIRE

Postcode: BA12 9BT

Email address: FINANCE@PEOPLEGROUPSERVICES.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: 01 Jul 2017

Date of certificate: 16 Sep 2019

VAT return period end date : 30 Nov 2019

Frequency of returns: Quarterly in February, May & August

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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



2019

People Umbrella Limited ('PEOPLE')

PEOPLE Group House, Three Horseshoes Walk, Warminster
BA12 9BT

Tel: 0345 034 1530

Email: info@peoplegroupservices.com

[Agency] Ltd ('Agency')

[Agency address]

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Master Agreement with Agency for the Supply of Agency Workers

(Only for use when contracting with Employment Agencies/Employment businesses,
not for use when contracting directly with hirers)

For People Umbrella Limited.....
(Authorised Signature, for and on behalf of People Umbrella Limited)

Title:.....Date:.....

By the **Agency**.....
(Authorised Signature, for and on behalf of [Agency] Ltd)

Title:.....Date:.....

1. Definitions and Interpretation

- 1.1. 'the Agency' means the person or company so named on the front page of this Agreement
- 1.2. 'Agreement' means this Master Agreement
- 1.3. 'Assignment' means
 - 1.3.1. an assignment to be performed by a Worker engaged by PEOPLE, for the benefit of a Hirer contracting with the Agency (or who is contracting with a Client of the Agency), in accordance with a Contract, and
 - 1.3.2. 'assignment' as defined by AWR regulation 2.
- 1.4. 'Assignment Schedule' means a schedule in the form which appears at the Appendix hereto
- 1.5. '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:
 - 1.5.1. Agency Worker - regulation 3
 - 1.5.2. Hirer – regulation 2
 - 1.5.3. Qualifying Period - regulation 7
 - 1.5.4. Temporary Work Agency (also referred to in these Terms as a 'TWA') – regulation 4
- 1.6. 'Client' means a client of the Agency who is a contractual intermediary between the Agency and the Hirer, in circumstances where the Agency does not itself contract directly with the Hirer
- 1.7. '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:
 - 1.7.1. Work-Seeker
 - 1.7.2. Employment business
 - 1.7.3. Work-Finding Services
 - 1.7.4. Vulnerable Person.
- 1.8. 'Contract' means a contract between PEOPLE and the Agency for the performance of an Assignment by a Worker for the benefit of a Hirer, and comprising an Assignment Schedule and these Terms; and in a Contract, expressions used in these Terms have the meanings assigned to them in the applicable Assignment Schedule.
- 1.9. 'EAA' means the Employment Agencies Act 1973.
- 1.10. 'Employment Income' has the meaning given to it by the Income Tax (Earnings and Pensions) Act 2003
- 1.11. '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 Schedule
- 1.12. 'Position' means the position in which the Worker will work to perform the Assignment.
- 1.13. 'Regulation 10' means AWR regulation 10
- 1.14. 'PEOPLE' means People Umbrella Limited
- 1.15. 'PEOPLE Associate' means a company which is an associate company of PEOPLE, within the meaning of s256 Companies Act 2006

- 1.16. 'PEOPLE Worker' means an individual who is engaged by PEOPLE or by a PEOPLE Associate
- 1.17. 'Terms' means these Terms of Business
- 1.18. 'Worker' means an individual Work-Seeker, who wishes to work / works as an Agency Worker for a Hirer.
- 1.19. The headings in these Terms are for convenience only and are not intended to have any legal effect.
- 1.20. References to Acts of Parliament, Statutory Instruments, or other subordinate legislation shall be construed as reference to such as were in force at the time a Contract was formed.

2. Introductory

- 2.1. These Terms govern the underlying relationship between PEOPLE and the Agency. These Terms also govern Contracts, as evidenced by Assignment Schedules.
- 2.2. These Terms shall apply to all services agreed to be provided by PEOPLE, and to all Assignments. Acceptance by PEOPLE of any Contract/Assignment is conditional upon acceptance by the Agency that the services to be provided by PEOPLE are governed solely by these Terms. In particular, it is agreed that any purchase order or similar document from the Agency relating to the engagement is intended for the Agency's own administrative purposes only, and that notwithstanding its wording, neither a purchase order nor its content will have any legal effect.
- 2.3. Either party may terminate the relationship constituted by these Terms at any time by written notice of such period as may be specified in the notice to the other.
 - 2.3.1. Termination of the relationship constituted by these Terms shall have no effect on any current Assignment, and notwithstanding termination, the relationship constituted by these Terms shall remain in force so far as necessary for the completion of any current Assignments
 - 2.3.2. Termination of an Assignment shall not operate so as to terminate the relationship constituted by these Terms.
- 2.4. These Terms and any Assignment Schedules together constitute the entire agreement(s) between the parties relating to its subject matter, and supersede any earlier agreement between them; any such earlier agreement is hereby terminated by mutual consent.
- 2.5. This relationship between the parties is not exclusive; PEOPLE is and remains at liberty to also provide services (including similar services) to third parties, and the Agency is and remains at liberty to engage services (including similar services) from third parties.

3. Respective roles of each party

- 3.1. 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, subject (where supervision and/or direction and/or control are required) to Hirers' supervision direction and control; the Agency does not itself generally act in the capacity of employer, in relation to such Workers.
- 3.2. The business of PEOPLE is the engagement and hiring on of Workers to Employment Businesses and Hirers, for the purpose of fulfill Assignments; PEOPLE does not generally itself provide Work-Finding Services to such Workers.
- 3.3. The parties envisage that
 - 3.3.1. Workers will register with the Agency in order to seek Assignments, and the Agency will seek Assignments for such Workers
 - 3.3.2. On a Worker being offered (and indicating a wish to accept) an Assignment, the Agency may (but shall not be obliged to) introduce the Worker to PEOPLE

- 3.3.3. PEOPLE or a PEOPLE Associate may (but shall not be obliged to) engage the Worker, and contract with the Agency for the provision of the Worker to work in the Position for the performance of the Assignment,
- 3.3.4. Additionally, there may be occasions when a Worker who is already a PEOPLE Worker may be offered an Assignment or a further Assignment by the Agency.
- 3.3.5. 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.
- 3.4. The terms on which PEOPLE engages any Worker will include provision that the Worker will, when working on an Assignment:
 - 3.4.1. use reasonable care and skill
 - 3.4.2. comply with the Hirer's lawful and reasonable requirements in connection with Assignment as may be notified by the Agency and/or the Hirer from time to time
 - 3.4.3. comply with the Hirer's rules, regulations, procedures and policies as notified by the Agency and/or the Hirer from time to time, to the extent that such rules, regulations, procedures and policies apply whilst working at the Hirer's premises, including (without limitation) to any Hirer security requirements, quality requirements and health and safety procedures.

4. Other Specific Disclosures required by the Conduct Regulations

- 4.1. The Agency Pay Rate for each Assignment shall be negotiated separately and shall be inclusive of PEOPLE's fees. No refunds or rebates are applicable.
- 4.2. If a Worker engaged through PEOPLE is unsatisfactory, the Agency should advise PEOPLE immediately and advise PEOPLE if the Agency wishes to terminate the Assignment.
- 4.3. Any Worker engaged on an Assignment will be engaged by PEOPLE or a PEOPLE Associate, and provided to the Agency by PEOPLE under a contract for services.
- 4.4. As between the parties, it is the Agency's sole responsibility to select a suitable Worker for an Assignment, and to make all relevant disclosures to PEOPLE and to the Worker, including:
 - 4.4.1. the Position and the nature of the work to be done
 - 4.4.2. details of any necessary experience, training, qualifications and authorizations
 - 4.4.3. any applicable constraints on working location and times
 - 4.4.4. the start date and likely duration
 - 4.4.5. any expenses payable
 - 4.4.6. details of any known health and safety risks, and of the steps taken to prevent or control such risks
 - 4.4.7. advising whether an engagement will involve the Worker working with or caring for or attending any Vulnerable Person.

5. Assignments

- 5.1. Where the Agency wishes to place a Worker in an Assignment and to introduce the Worker to PEOPLE, or the Agency wishes to offer a Worker who is already a PEOPLE Worker an Assignment, an Assignment Schedule in the form (or, where it is envisaged that a Worker will be placed by the Agency on a succession of multiple short Assignments (each less than 5 days), the Alternative form) which appears at the Appendix hereto will be produced by the Agency and provided to PEOPLE.
- 5.2. On receipt of such an Assignment Schedule
 - 5.2.1. if PEOPLE wishes to engage a Worker who is not already a PEOPLE Worker, PEOPLE or a PEOPLE Associate will do so

- 5.2.2. if PEOPLE wishes to accept the terms set out in the Assignment Schedule, PEOPLE will promptly sign and return one copy to the Agency
- 5.2.3. otherwise, PEOPLE will promptly advise the Agency.
- 5.3. Upon the earlier of (1) that Assignment Schedule being signed by both parties, and (2) the Agency or the Client or Hirer accepting from a Worker any work in the Position specified in that Assignment Schedule, a Contract on the terms set out in that Assignment Schedule and in these Terms will become binding on the parties.
- 5.4. Any Contract is conditional on (i) the Worker entering a contract with PEOPLE or a PEOPLE Associate, and (ii) the Agency entering a contract with the respective Client or Hirer (as the case may be) for the Assignment in question and (if that contract is conditional) on that contract becoming unconditional.
- 5.5. The parties envisage that any signatures required by this section may be made and communicated by email or other means of electronic communication.

6. Contracts

- 6.1. In relation to any Contract, PEOPLE's responsibilities are
 - 6.1.1. to second the Worker to work in the Position for the Hirer at the Hirer's Address and elsewhere as specified by the Hirer, for the specified duration of the Assignment; insofar as supervision and/or direction and/or control may be required, such supervision direction and control shall be exercisable and provided by the Hirer
 - 6.1.2. to instruct the Worker to cooperate with the Hirer's reasonable requirements (such as timesheets, or electronic time recording system) for recording and verifying all time so worked
 - 6.1.3. to invoice the Agency at the Agency Pay Rate with the Invoice Frequency for all time so worked, accompanied by such evidence as the Agency may reasonably require that the time invoiced has in fact been worked
 - 6.1.4. to ensure that all remuneration it pays to the Worker is paid and taxed as Employment Income
 - 6.1.5. to comply with all relevant legal requirements which are binding on PEOPLE, and to provide the Agency with such information as the Agency may reasonably request to enable the Agency to do likewise.
- 6.2. In relation to any Contract, the Agency's responsibilities are
 - 6.2.1. to pay PEOPLE's invoices calculated at the Agency Pay Rate
 - 6.2.2. to take reasonable steps to ensure that the Hirer verifies all time actually worked by the Worker
 - 6.2.3. to ensure that neither it nor the Client or the Hirer pays any remuneration or expenses in respect of the Worker other than via PEOPLE
 - 6.2.4. to comply with all relevant legal requirements which are binding on the Agency, and to provide PEOPLE with such information as PEOPLE may reasonably request to enable PEOPLE to do likewise
 - 6.2.5. to contract with the Client or the Hirer (as the case may be) on terms which provide that the Hirer will be solely responsible for the exercise and provision of such supervision direction and control over the Worker as may be required, in the course of the Assignment.
- 6.3. It is acknowledged by both parties that
 - 6.3.1. all charges are subject to VAT as applicable
 - 6.3.2. there is no obligation on the Agency to make payment other than in respect of time actually worked by the Worker
 - 6.3.3. PEOPLE will keep the Agency indemnified in respect of any claim or demand made by the proper authorities for all taxes, national insurance or social security contributions, and other liabilities, charges and dues in respect of remuneration paid for work done by the Worker under an Assignment

- 6.3.4. it is not the intention of either party that any Worker should be or become an employee either of the Agency, or of any Client or Hirer
- 6.3.5. so far as payment is concerned, the Agency's sole obligation is to make payments on the basis provided for in an Assignment Schedule, and the Agency will not be responsible for making any payments for salary, sickness SSP and holiday pay, pensions, and other employee benefits PEOPLE will indemnify the Agency against any claims that may be made by any Worker under employment-related legislation except where such claim is founded on the Agency's or the Client's or the Hirer's own acts defaults or omissions.

7. Payment

- 7.1. So far as payment of PEOPLE's invoices is concerned, time is of the essence, and if the Agency does not pay any sum due within the Payment Terms then, without prejudice to any other remedy:
 - 7.1.1. PEOPLE may withhold or suspend the provision of further work by any Worker in respect of any Contract; and
 - 7.1.2. all sums owing by the Agency to PEOPLE on any account shall become due and payable immediately; and
 - 7.1.3. the Agency will pay interest and fixed charges as specified in the Late Payment of Commercial Debts (Interest) Act 1998 on all sums due from date of invoice to date of payment both before and after any judgment; and
 - 7.1.4. PEOPLE may terminate any or all then current Contracts.
- 7.2. Without prejudice to any claim the Agency may have against the Worker,
 - 7.2.1. the Agency may not make deductions or deferments in respect of any disputes with or claims against PEOPLE, until and unless the same have been agreed; and
 - 7.2.2. the Agency may not withhold payment in respect of any time actually spent working in the Position during the Assignment Hours of Work.

8. AWR

- 8.1. The Agency acknowledges that PEOPLE's role is substantially administrative, and (unless PEOPLE has agreed in an Assignment Schedule to operate an assignment under Regulation 10), that PEOPLE operates on the basis that, from the sums paid by the Agency,
 - 8.1.1. PEOPLE will retain as its fee a sum calculated as set out in the Assignment Schedule, the amount of which has been openly disclosed to and accepted as reasonable by the Agency and by the Worker
 - 8.1.2. subject thereto, all other funds received from the Agency will be applied
 - 8.1.2.1. firstly, in payment of National Minimum/Living Wage to the Worker, in setting aside a paid leave provision, and in discharging any Employer's NIC liability in respect of sums to be paid to the Worker
 - 8.1.2.2. secondly, in payment of expenses legitimately reimbursed to the Worker
 - 8.1.2.3. thereafter, in payment of the balance to the Worker as Employment Income.
 - 8.1.3. the pay (within the meaning of AWR, and including expenses legitimately reimbursed to the Worker) that can be paid to the Worker is therefore determined by the sums paid to PEOPLE by the Agency
 - 8.1.4. each temporary work agency in the contract chain and the Hirer has a responsibility for complying with the provisions of AWR.
- 8.2. If (unless PEOPLE has agreed in an Assignment Schedule to operate an assignment under Regulation 10) it comes to PEOPLE's notice that the Worker's pay is less than would be required to comply with the AWR, PEOPLE will notify the Agency accordingly; and on receipt of such notice, the Agency will

- 8.2.1. In respect of the period up to the date of such notice, pay PEOPLE an additional amount sufficient to enable it to comply with its obligations under AWR regulation 5 in relation to pay (including Employer's NIC thereon and any requisite additional paid leave provision) in respect of the period from the end of the Qualifying Period to the date of such notice, and
- 8.2.2. At the Agency's option, either
 - 8.2.2.1. Terminate the Assignment, or
 - 8.2.2.2. increase the Agency Pay Rate to such sum as will enable PEOPLE to comply on an ongoing basis with its obligations under AWR regulation 5 in relation to pay.
- 8.3. **PEOPLE and the Agency**
 - 8.3.1. recognise that the prompt and accurate provision of information either to other is necessary for the fulfilment of the parties' respective obligations under AWR
 - 8.3.2. will mutually cooperate in relation to the prompt provision of such information as may be reasonably required by the other for the purpose of ensuing compliance with AWR.
 - 8.3.3. warrant the accuracy of any such information so disclosed
 - 8.3.4. will indemnify the other against loss suffered as a result of the provision of any such information which is inaccurate
- 8.4. Clause 13 (Limitation and Exclusion) shall not apply in relation to the liability of either party to the other under this clause 8 (AWR).

9. Termination of a Contract

- 9.1. A Contract may be terminated without cause by the Agency or PEOPLE giving the other written notice of the applicable period as specified in the Assignment Schedule. Where no period is so specified, such notice may be given to take immediate effect.
- 9.2. A Contract may be terminated at any time by the Agency by written notice with immediate effect if the Worker fails to perform the Assignment in accordance with these Terms, or if the Client or Hirer (as the case may be) has reasonable grounds for dissatisfaction with the Worker, provided the Agency gives PEOPLE full written details, and such further cooperation as PEOPLE may reasonably require. The Agency acknowledges that such right to terminate is the Agency's sole remedy against PEOPLE for any such failure, without prejudice to such rights as the Agency may have against the Worker.
- 9.3. A Contract may be terminated by either party with immediate effect by notice (however communicated, provided confirmed in writing as soon as reasonably practicable):
 - 9.3.1. if the other is in material breach of contract, or is in breach of contract and fails to remedy the breach within seven days of being required in writing to do so
 - 9.3.2. if any distress or execution (in Scotland, diligence) is levied against the other, or if the other makes or seeks to make any composition or arrangement with its creditors, or if the other ceases to carry on business, or if any preliminary step is taken by or in respect of the other party towards the other's liquidation winding up receivership or administration (other than for the purposes of a bona fide reconstruction or amalgamation).
- 9.4. A Contract may be terminated by PEOPLE with immediate effect by notice (however communicated, provided confirmed in writing as soon as reasonably practicable) if the Worker's engagement with PEOPLE terminates (for whatever reason), or if (unless PEOPLE has agreed in an Assignment Schedule to operate an assignment under Regulation 10) in PEOPLE's reasonable opinion in all the circumstances and taking into account the Agency Pay Rate, it is not commercially viable to provide the Worker with his/her entitlements in relation to pay under AWR regulation 5, or if in PEOPLE's reasonable opinion it is under a legal obligation to terminate.

- 9.5. In the absence of express agreement to extend, if the Agency continues to accept the Worker's performance of an Assignment after the end of the Contract Period and the Worker continues to perform the Assignment, the applicable Contract shall be deemed extended at will and may be terminated at any time without notice by either party.
- 9.6. Save as expressly provided, termination shall not affect any accrued rights of either party, and any obligation of a continuing nature shall remain in force after termination.

10. Intellectual Property Rights

- 10.1. All 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 are hereby assigned by way of future assignment of copyright to the Agency, and PEOPLE will cooperate with any reasonable requirements as to formal assignment of such rights created.

11. Confidentiality and Secrecy

- 11.1. The parties each recognise that information disclosed to the other in the course of the negotiation of and the performance of a Contract will contain and incorporate confidential information in which the other has an interest.
- 11.2. 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 with a view to a Contract, or which enters the public domain without fault of that party.

12. Liability

- 12.1. PEOPLE has no reason to believe any information presented to the Agency in writing in relation to any Worker with a view to engagement by Contract to perform an Assignment to be other than true.
- 12.2. The Agency has no reason to believe any information presented to PEOPLE in writing in relation to any Worker with a view to engagement by Contract to perform an Assignment to be other than true.
- 12.3. The Agency agrees that PEOPLE is under no responsibility in relation to any use by the Worker of any vehicle in the course of a Contract.
- 12.4. The parties both acknowledge that it is the Agency's sole responsibility to satisfy itself on all matters relating to the suitability of a Worker for the performance of an Assignment, to the extent that it regards as necessary.
- 12.5. The Agency acknowledges and agree that in performing an Assignment, the Worker is not under the supervision direction or control of PEOPLE, and that PEOPLE therefore does not accept liability for any acts defaults or omissions of the Worker whilst working (or purporting to work) in the Position.

13. Limitation and Exclusion

- 13.1. 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 a Contract, in excess of the total sums payable under the relevant Contract during the period from the Assignment Start Date to the Assignment End Date or (if less) one year.
- 13.2. 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.

- 13.3. If any exclusion of liability or other provision contained in these Terms shall be held to be invalid for any reason and PEOPLE becomes liable for loss or damage that is capable of being limited in law, such liability shall be limited to £10,000. PEOPLE shall not in any event be liable for any claims made against it unless they are notified to it within twelve months of the cause of action arising.
- 13.4. PEOPLE does not exclude or limit 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.
- 13.5. The Agency acknowledges that the PEOPLE fee basis and all other material terms are assessed having regard to the parties' respective existing insurance arrangements and on the basis that liability shall rest as expressly provided by this Contract, that in the parties' respective opinions the provisions hereof satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act 1977.

14. Protection of Agency's Business

- 14.1. Where the Conduct Regulations Status is 'opt out' and a Worker has been introduced or supplied to a Client or Hirer (as the case may be) by the Agency, PEOPLE will not itself provide that Worker to the Client or Hirer other than under a Contract through the Agency during the period specified under 'Restrictions' following the end of the Contract (or, if there has been no Contract in relation to the supply of that Worker to that Client or Hirer, following the date of introduction).

15 Immigration Act 2016

- 15.1 PEOPLE as will carry out all necessary right to work checks in respect of each Worker. As Employer PEOPLE acknowledges that liability for breach of the provisions of the Immigration Act rests with PEOPLE and not the Agency.
- 15.2 Where there has been a breach of the Immigration Act and no statutory excuse can be established as a result of any act, omission or failure by PEOPLE to carry out the necessary checks PEOPLE will be liable for any fine or penalty imposed.
- 15.3 PEOPLE will notify the Worker and the Agency that there is no current right to work, or that right to work has restrictions imposed or that an existing right to work is due to expire.
- 15.4 PEOPLE will notify the Worker and the Agency of the Workers suspension from work as a result of the Worker not having an existing valid right to work.
- 15.5 The Agency agrees that having received notification from PEOPLE that the Worker has been suspended on the grounds that their right to work permissions have expired, or that there are restrictions imposed on the type of work or number of hours that can be worked, the Agency will not provide any assignments for that Worker which would be in breach of the Act.
- 15.6 The Agency acknowledges that in providing the Worker with an assignment which breaches the Act they will cause PEOPLE and the Worker to commit a criminal offence under sections 34 & 35 of the Immigration Act 2016. These offences are punishable with a fine.
- 15.7 Where the Agency has breached its obligations under clause 15.5 above and a fine is imposed upon PEOPLE and or the Worker, the Agency agrees to indemnify PEOPLE and the Worker in respect of any such fine and also any costs order imposed together with any reasonable legal costs or expenses that PEOPLE or the Worker may have incurred in defending the claim.

16. Bribery Act 2010

- 16.1. PEOPLE confirms that it has not offered or given or agreed to give to any person employed by or connected with the Agency 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 PEOPLE into this Agreement.

- 16.2. PEOPLE undertakes to the Agency that:
- 16.2.1. 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”);
 - 16.2.2. 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;
 - 16.2.3. 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;
 - 16.2.4. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement; and
 - 16.2.5. from time to time, at the reasonable request of the Agency, it will confirm in writing that it has complied with its undertakings under this provision and will provide any information reasonably requested by the Agency in support of such confirmation of compliance.
- 16.3. 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.
- 16.4. Breach of any of the undertakings in this clause shall be deemed to be a material breach of this Agreement incapable of remedy.

17. Modern Slavery Act 2015

- 17.1. In performing its obligations under this Agreement, PEOPLE shall:
- 17.1.1. 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;
 - 17.1.2. have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance;
 - 17.1.3. 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; and
 - 17.1.4. 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.

18. Anti-Facilitation of Tax Evasion

- 18.1. In performing its obligations under this Agreement, PEOPLE shall:
- 18.1.1. not engage in any activity, practice or conduct which would constitute either:
 - a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 - a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
 - 18.1.2. have and shall maintain in place throughout the term of this Agreement such policies and procedures as are reasonable
 - to prevent the facilitation of tax evasion by another person (including without limitation employees of PEOPLE) and
 - to ensure compliance with clause 18.1.1;
 - 18.1.3. promptly report to the Agency 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;

- 18.1.4. at the Agency's request, provide the Agency 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 Agency may reasonably require in order to undertake risk assessments to ensure that the Agency is not facilitating tax evasion pursuant to the Criminal Finances Act 2017.
- 18.2. PEOPLE shall ensure that any person associated with PEOPLE 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 PEOPLE in this clause (**Relevant Terms**). PEOPLE shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Agency for any breach by such persons of any of the Relevant Terms.
- 18.3. Breach of this clause shall be deemed a material breach of this Agreement incapable of remedy.
- 18.4. 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 PEOPLE includes [but is not limited to] any subcontractor of PEOPLE.

19. Data Protection

- 19.1. In this clause,
 - 19.1.1. '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.
 - 19.1.2. 'Data Controller', 'Data Processor', 'Data Subject', and 'Personal Data' have the meanings as defined in the Data Protection Legislation.
 - 19.1.3. 'Applicable Laws' means the laws of any member of the European Union or the laws of the European Union applicable to the DP.
- 19.2. Each party will
 - 19.2.1. comply with all applicable requirements of the Data Protection Legislation and Applicable Laws; this clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation and/or Applicable Laws
 - 19.2.2. 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
 - 19.2.3. provide adequate and timely privacy notices to Data Subjects.
- 19.3. 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.

20. Compliance with all other applicable laws

- 20.1. 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.

21. Electronic Signatures

- 21.1. 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.
- 21.2. The parties to this Agreement agree that Assignment Schedules may from time to time be signed by electronic means.
- 21.3. 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).

22. Miscellaneous

22.1. **Contracts (Rights of Third Parties) Act 1999**

No third party rights are intended to be conferred or created by these Terms or by any Contract.

22.2. **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.

22.3. **Waiver**

Failure or neglect by either party at any time to enforce any of these Terms 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.

22.4. **Severability**

If any Term of a Contract 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).

22.5. **Force Majeure**

22.5.1. If either party to a Contract 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

22.5.2. 'force majeure' shall be deemed to be any cause affecting the performance of a Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party.

22.6. **Law**

22.6.1. A Contract is governed by the laws of England and Wales and any questions arising shall be dealt with only by the Courts of England and Wales.

APPENDIX**SKELETON ASSIGNMENT SCHEDULE**

To Master Agreement between People Umbrella Limited and [agency] for the Supply of Agency Workers dated []

Name of Worker	
Worker contact details	
Agency Name	
Hirer Name	
Hirer Address	
Assignment Start Date	
Assignment End Date	
Assignment Hours of Work	
Conduct Regulations Status	Opt in / Opt out (<i>delete as applicable</i>)
Premature Termination of Assignment (by Agency, without cause)	<i>Immediate</i>
Premature Termination of Assignment (by PEOPLE, without cause)	<i>7 days</i>
Restrictions	<i>6 months</i>
Position	
Agency Pay Rate	<i>£[] per hour</i>
Invoice Frequency	<i>Weekly</i>
Payment Terms	<i>On invoice, cleared funds must be received by close of business on Thursday for payroll on Friday. If payment is not received PEOPLE are not obliged to pay the Worker</i>
Workplace Status (temporary workplace?) (for completion by PEOPLE)	
Previous work for Hirer	<i>Agency confirms that Worker has not previously worked in this role for this Hirer</i>
PEOPLE fee basis	<i>£x per weekly invoice / £y per fortnightly invoice / £z per monthly invoice / A% of each invoice (delete as applicable)</i>
Does PEOPLE agree to engage the Worker under an employment contract complying with	<i>Yes / No (delete as applicable)</i>
Signed for People Umbrella Limited	
Signed for [Agency]	
Date:	

ALTERNATIVE SKELETON ASSIGNMENT SCHEDULE

To Master Agreement between People Umbrella Limited and [agency] for the Supply of Agency Workers dated [] for use in connection with one worker to be deployed on multiple short assignments (each less than 5 days)

Name of Worker	
Worker contact details	
Agency Name	
Hirer Name	<i>As notified from time to time by Agency</i>
Hirer Address	<i>As notified from time to time by Agency</i>
Assignment Start Date	
Assignment End Date	<i>Until terminated by notice</i>
Assignment Hours of Work	<i>As notified from time to time by Agency; there is no guarantee that there will be an opportunity for work on any particular day, and there is no requirement on the Agency to pay in respect of any periods other than when work is actually done</i>
Conduct Regulations Status	<i>Opt in / Opt out (delete as applicable)</i>
Premature Termination of Assignment (by Agency, without cause)	<i>Immediate</i>
Premature Termination of Assignment (by PEOPLE, without cause)	<i>7 days</i>
Restrictions	<i>6 months</i>
Position	<i>As notified from time to time by Agency</i>
Agency Pay Rate	<i>As notified from time to time by Agency</i>
Invoice Frequency	<i>Weekly</i>
Payment Terms	<i>On invoice, cleared funds must be received by close of business on Thursday for payroll on Friday. If payment is not received PEOPLE are not obliged to pay the Worker</i>
Workplace Status (temporary workplace?) (for completion by PEOPLE)	
Previous work for Hirer	<i>Agency confirms that Worker has not previously worked in this role for this Hirer</i>
PEOPLE fee basis	<i>£x per weekly invoice / £y per fortnightly invoice / £z per monthly invoice / A% of each invoice (delete as applicable)</i>
Is the Worker engaged by PEOPLE as an employee (contract of service), or as a worker (contract for services)?	<i>Contract of service (employee) / contract for services (worker) (delete as applicable)</i>
Does PEOPLE agree to engage the Worker under an employment contract complying with AWR Regulation 10?	<i>Yes / No (delete as applicable)</i>
Signed for People Umbrella Limited	
Signed for [Agency]	
Date:	



DATE: 9th December 2022

People Umbrella Limited

(Registered No 10831716)
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

CONTRACT OF EMPLOYMENT

incorporating particulars required by Employment Rights Act 1996

Comparator November 2022

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 centered on the page.

By TERRY HILLIER on 9th December 2022 at 11:08

By Employee on 9th December 2022 at 11:08 following secure login to Employee's portal on Employer's website by user name and password issued to Employee.

Important Note

The rate the Agency or Client will pay us is NOT your gross pay.

It is an amount intended to cover not only your gross pay, but also

- your employment overheads (including employer's National Insurance and workplace pension auto-enrolment contributions, and apprenticeship levy),
- our own margin, and
- provision for payments when you are not working on an Assignment and for paid Annual Leave.

If you work through an Agency, you should find an illustration of your expected gross pay in the Key Information Document given to you by them. However, if you have not received a Key Information Document, we will also supply you with one.

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

1. 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.
2. In reliance on those representations, we offer and you hereby accept employment on the terms of this Employment Contract.
3. your period of continuity of employment commenced on the first day of your first assignment for us under the terms of this contract.
4. No previous period of employment with us under any earlier contract or any other company will count as part of your period of continuity with us under the terms of this contract.
5. 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, and
 - c. there is no entitlement to paid leave in respect of any period before actual commencement of your first Assignment under this contract.
6. You will work on a flexible, "as required and agreed" basis
 - a. This contract does not create any obligation on us to allocate Assignments or provide work to you, and by entering into this contract you confirm your understanding that we make 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 us that there be no mutuality of obligation between us at any time when you are not performing an Assignment.
 - d. You acknowledge that there may be periods when no work is available for you. You are not exclusively required to work for us and are free to work elsewhere for other Employers of your choice.

B. Duties (during Assignments, and between Assignments)

1. 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.
2. You are not authorised to enter into or conclude contracts on our behalf.
3. You are not authorised to amend or change, or to terminate contracts on our behalf. If anyone other than ourselves attempts to discuss changes to or the termination of an Assignment with you, you must decline to discuss such matters and refer them to us.
4. You are not authorised and will not hold yourself out as being an Employee of the Agency or the Client.
5. 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, 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

6. 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 adjustments.
7. Whilst on Client Assignment;
 1. 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;
 2. You will work with all proper skill and care, and in a professional manner;
 3. 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;
 4. You will report to the Directors, and to any other person they may from time to time specify;
 5. 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;
 6. You will familiarise yourself with and comply with all of the Client's policies procedures rules and guidance as required or notified to you, including (this is not an exhaustive list) Health and Safety, Data Protection, use of Company Equipment, Confidentiality, Harrassment and Bullying, Anti-corruption and Bribery, Telephone and Social Media, Internet usage, Whistleblowing,
8. You will comply with the Client's requirements for notifying sickness, absence or holiday requirements.
9. We do not expect to provide workspace for you at our premises; your duties will be carried out at such places of work as we may specify from time to time within the United Kingdom (or otherwise, as you and we may from time to time agree).
10. You will act loyally and faithfully to us and will 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.
11. During any period when you are not on Client Assignment, including during any notice period given in accordance with clause 12, if requested by us, you agree not to contact such persons as we may reasonably specify.
12. Whilst you are not working on Client Assignment and not on paid leave,
 1. as a minimum, you must notify us via your portal on our website on the Monday of each week (or on the next following working day, if Monday is a public holiday) to confirm the details of your current assignment and any future assignments that you are aware of.
 2. if you do not so contact us, (a) we may conclude that you are not available for work, and we may treat this as indicating an intention on your part to resign from your employment, unless you advise us otherwise; and/or (b) we may give you notice to terminate this contract and your employment.

C. 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 Worker Regulations 2010.
3. Where we have, at your request, agreed to implement an arrangement in order to pay employers contributions into a SIPP or other registered pension scheme for you, you agree that the amount of such employers contributions made at your request shall nevertheless be taken into account as forming part of your pay.
4. 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.

D. PAYMENT

1. Your total pay is made up of Salary and where appropriate Uplift.

2. **Salary:** We will pay you at the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate, to commence when the first Client Assignment commences, for all 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 Company procedures and requirements. We undertake that we will pay your Salary for all authorised time actually worked on Assignment, whether or not we ourselves receive payment in respect of that work.
 1. Time worked in excess of those specified in your current Employee Assignment Schedule will only be paid if authorised by the End Client, and so if you work additional time without first getting such authorisation, you accept the risk that such time will be unpaid.
 2. Your rate will be at the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate.
3. For the avoidance of doubt there is no obligation on any End Client to require you to work on any day, and in any week that you are not working on assignment we will make a payment of £1.00 (One Pound).
4. **Uplift:**
 1. Is your guaranteed, regular but varied payment and will be made to the extent that your gross taxable pay (excluding holiday pay) exceeds your salary (calculated at the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate, it constitutes your additional earnings, this payment will be separately identified on your payslip as Uplift and;
 2. Will always be paid subject to clause 4.1. and provided that you have not breached the terms of this Agreement.
5. You will be paid in arrears monthly, weekly or as otherwise mutually agreed, directly into your bank account, unless otherwise indicated in your current Employee Assignment Schedule. You will be provided with a payslip for each pay period together with an Assignment Reconciliation report of actual work completed for the same period.
6. **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)
7. 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.
8. 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.
9. **Anytime Wages Pay Advances**

In this clause
'Pay Advance' means an advance by us to you, on account of your accrued entitlement to pay for time already worked.
'Administration Fee' means our administration fee (inclusive of all banking charges), in relation to a Pay Advance; the amount will vary according to the amount of the Pay Advance, and will be disclosed to you before you decide whether or not to accept any offer of a Pay Advance.

 1. You may from time to time be eligible to request Pay Advances.
 2. By making a request for a Pay Advance, you consent to your personal data held by us being processed by us for all related purposes, including considering and processing your request, and obtaining repayment of any Pay Advance we may make.
 3. In considering any request for a Pay Advance, your employment record with us, and the history of any previous Pay Advances made to you, will be taken into account, but no third party credit check will be made, and no 'footprint' will be left on your credit record. We may (but are not obliged to) agree your request.
 4. We may introduce an online system to manage requests for Pay Advances. If we do so, decisions in relation to requests for Pay Advances may be made on an automated basis.
 5. No interest is payable in respect of Pay Advances repaid on the due date.
 6. Any Pay Advance we may agree to make
 - a. will be subject to your agreement to pay the Administration Fee
 - b. will be paid direct into your bank account
 - c. will be repayable from (and may be deducted from) your net pay.
 7. The Administration Fee will be payable from (and may be deducted from) your net pay.
 8. To extent not so deducted and repaid, a Pay Advance, together with the Administration Fee, shall constitute a debt due from you, and shall be payable on demand.

10. 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 to us. 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.
11. 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).
12. 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).
13. 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.

E. PAID ANNUAL LEAVE

1. Unless otherwise notified to you in relation to (and for the duration of) a specific Assignment,
 1. your annual paid leave entitlement is 5.6 weeks per year, and
 2. during the first year of employment your annual paid leave entitlement accrues at $5.6/12 = 0.4667$ working weeks per month ($5.6/52 = 0.1077$ working weeks per week).
 3. Your paid leave entitlement is accrued by default, and paid upon your request.
 4. Paid Leave should be taken in a period when you are not also working. You should take natural breaks in your working year to comply with Working Time Regulations and the health and safety policy.
 5. You may take any accrued paid leave entitlement at any time, subject only to the requirements of any Client Assignment.
 6. Please give at least one week's notice of your request for paid annual leave.
 7. Paid leave may be booked online via your contractor portal.
2. For the avoidance of doubt, bank and public holidays falling on days which would otherwise be normal working days, but which are not in fact worked by you, will be taken as part of your annual paid leave entitlement.
3. The holiday year runs from 1st September in each year.
 1. Annual paid leave entitlements may not be carried forwards from year to year, save where you are unable to take it as a result e.g. of sickness or maternity leave; it is your responsibility to ensure that you take any annual paid leave entitlement before the end of the holiday year; consequently if you do not take all of your 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.
 2. If you anticipate difficulty in taking any part of your annual paid leave entitlement before the end of the holiday year, you should contact us before the year end, and if you do so, we will work with you, with a view to finding a solution which does not result in you losing any part of your annual paid leave entitlement.
4. The amount of a week's pay for the purposes of paid leave will be based on an average of your gross pay (disregarding (a) payment for paid leave itself, and (b) any advances we may have made against your annual paid leave entitlement).
5. We will accumulate a paid leave provision from revenues generated by you.
 1. Unless otherwise notified to you in relation to (and for the duration of) an Assignment, where you would be working for 46.4 weeks over the course of a full year, your annual paid leave provision accumulates at the rate of $5.6/46.4 = 12.07\%$ of your gross pay (disregarding (a) payment for paid leave itself, and (b) any advances we may agree to make against your annual paid leave provision).
 2. We may at our discretion allocate a higher percentage of your gross pay to your paid leave provision and may change such percentage allocation from time to time.
 3. During your employment we guarantee that all sums retained in your paid leave provision will be paid to you.
 4. On termination of your contract with us any balance for the current holiday year will be paid to you.

6. We will honour any additional statutory rights to paid leave to which you may from time to time become entitled (such as maternity/paternity, adoption or shared parental leave, parental bereavement leave, or paid time off for ante-natal appointments). You must tell us in advance if you wish to take any statutory paid leave.
7. If on termination of your employment 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 pay. If you have taken more than the amount of paid leave to which you are entitled, this will mean that a deduction is made, and any balance due shall be a debt due to us and payable on the last day of your employment.
8. You have no other entitlement to paid leave.

F. 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 your normal working days under your current Assignment.
2. If you are absent from work for any reason and absence has not previously been authorised by us you must inform us the Agency and the End Client 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).
5. You agree to consent to a medical examination (at our expense) by a doctor appointed by us, should we so require.
6. You warrant that you have disclosed (and on an ongoing basis will promptly disclose) to us any medical conditions or other circumstances known to you which might adversely affect your ability to perform the duties of the Position, and/or of any Assignment we may propose to allocate to you.

G. HOURS OF WORK

1. The expected days of work during any assignment will generally be Mondays to Fridays.
2. The expected hours of work during any assignment will generally be 35-40 hours per week.
3. The normal days and normal hours may be set and varied by us from time to time.
 1. Your normal working hours are such hours as we 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.
4. You will cooperate and comply with such means of recording working time and expenses as we may reasonably specify from time to time.
5. Flexible hours may be required from time to time. 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.
6. The Client may, for whatever reason, require us to temporarily suspend your Assignment. If your Assignment is to be suspended, we will give you as much notice as possible. You will not be entitled to be paid in respect of any such period of suspension. We are required to display on your payslip the total number of hours for which you have worked during each pay period.
7. We ourselves may not have direct visibility of these hours (for example, if you send a timesheet direct to the agency, or if you are paid on the basis of a day rate and not by the hour). To enable us to comply with our own obligations, you must therefore:
 1. keep appropriate records, and
 2. notify us on an ongoing basis of the total number of hours worked during each pay period, and
 3. notify us promptly if you consider the figure stated on your payslip for the total number of hours worked to be inaccurate.

H. PENSIONS

1. The statutory Pension Auto-Enrolment provisions will apply, from our Staging Date. The Company will comply with the employer pension duties to you, in accordance with Part 1 of the Pensions Act 2008.

2. The Company's chosen Auto-Enrolment pension scheme provider is National Employment Savings Trust (NEST). The Company reserves 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.

I. 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.

J. 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.
2. You will sign any reasonable form of non-disclosure, secrecy, or confidentiality agreement that may be required from time to time.
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.

K. 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.

L. 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 Company reserves the right to depart from them at its 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 B.
2. Any grievance should be brought to the attention of your account manager in the first instance. If your account manager is unable to resolve it, you may refer it to a Director.
3. Appeals in relation to disciplinary matters may be made to a Director.

M. TERMINATION

1. There is no probationary period associated with your employment. Your employment is not for a fixed term and is not of a temporary nature. It may be terminated by notice, as set out in this clause (or, where we are justified in so doing, for example as a result of gross misconduct, without notice and without making payment in lieu of notice). It may automatically terminate, without any requirement for notice, as set out below.
2. Termination of a Client Assignment does not terminate your contract of employment.
3. 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 week's 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 weeks;
4. 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.
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.

N. DATA PROTECTION ACT

We are required by law to give you information about the personal data (including sensitive personal data / special category data) about you that we record, keep and process, and about the conditions under which we ensure our processing of such data is lawful.

This information is now contained in our Data Protection and Privacy Notice. This notice is not contractual, and may be changed from time to time. A copy of the notice in force at the date of this contract is provided to you at the time of signing this contract.

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. We 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 or the Client 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. We take 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

1. We 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 it's content, keep up to date with any changes and generally abide by it's 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. However, to ensure we at all times have accurate up to date information as to your ongoing availability for work, you must keep us informed on an ongoing basis of any periods during which you are committed to such other employment or business activity.

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. Conduct of Employment Agencies and Employment businesses Regulations 2003

Where these regulations apply to us in relation to an Assignment, our capacity will be that of an employment business. If we contract at your request with an employment business for the provision of your services, you confirm that you wish to Opt Out of the regulations where it is legally permissible to do so*, unless you specifically instruct us otherwise in relation to any particular engagement; and you authorise us to notify the employment business of such agreement between us.

* There can be no opt out where the worker 'is or would be involved in working or attending any person who is under the age of 18, or who, by reason of age, infirmity or any other circumstance, is in need of care or attention'.

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. Governing Law

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

6. 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).

7. Our right to change these conditions

We reserve the right to make reasonable changes to any of these terms and conditions of employment. 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.

8. 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.

9. 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.

10. 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.

11. 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 9th December 2022 at 11:08

By Employee on 9th December 2022 at 11:08 following secure login to Employee's portal on Employer's website by user name and password issued to Employee.

ANNEX A. WORKING TIME ELECTION FORM

If you wish to opt out, tick the opt-out box at the bottom of the contract, this is just for printed versions.

If you choose to print and sign this document and send it into us by post, please indicate which of the following options you wish to choose:

I wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998. You may terminate this agreement by giving three months' written notice at any time.

or

I do not wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998.

Add your signature, print your name and date in black ink below:

Signed:

Print name:

Dated:

Printed versions Only

ANNEX B. PEOPLE UMBRELLA LIMITED - 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.



YOUR EMPLOYMENT RIGHTS

AS AN EMPLOYEE

As an employee of either **People Umbrella** or **People PAYE**, you have several employment rights including:

- **Written terms** (a 'written statement of employment particulars') outlining your job rights and responsibilities
- **National Minimum Wage**
- **Paid Holiday**
- **Payslips**
- Entitled to **Statutory Sick Pay (SSP)**, Subject to eligibility
- **Parental Leave and Pay**
- **Shared Parental Leave and Pay**
- **Maternity, Paternity and Adoption Leave and Pay**
- **Parental Bereavement Leave and Pay**
- **Time off for Dependants**
- Time off for Public Duties

- **Redundancy Pay** after 2 years' continuous service
- Being able to claim **Unfair Dismissal** after 2 years' continuous service
- Getting the **Minimum Notice Period** if dismissed or made redundant
- The right to **Flexible Working Requests** after 26 weeks' continuous service
- Protection for **'Whistleblowing'**
- Protection against **Unlawful Discrimination**
- Not being treated unfairly if you work part time
- Protection against dismissal or suffering any detriment if taking action over a health and safety issue

WHAT'S MY PROTECTION?

As an employee, you also have protection against dismissal or experiencing any 'detriment' if you:

- reasonably believe being at work or doing certain tasks would put you in serious and imminent danger
- take reasonable steps over a health and safety issue
- inform your employer about your health and safety issue in an appropriate way

You could have a case for automatically unfair dismissal if you're dismissed in these circumstances.

WHAT IF I'M UNHAPPY OR MISTREATED?

Firstly

If you have a complaint or feel unfairly treated the first action is to consult your employer(s) directly. This means that working

- under People Umbrella, please contact us
- under People PEO (Sole Employment), please contact us
- under People PEO (Joint Employment), please contact us or your recruitment agency – we are both equally responsible

**Please note, all contact details & telephone numbers are correct at time of print - all links are directed to ACAS website.*

It is also worthwhile looking out our complaints procedure, contained within your employee handbook. We set out our procedure, timescales and expectations within the handbook.

Secondly

If you feel we haven't addressed, handled or resolved your compliant/issue fairly, impartially and with courtesy you may then wish to take matters further and independently by contacting:

Citizens Advice on 0808 223 1133*

Or

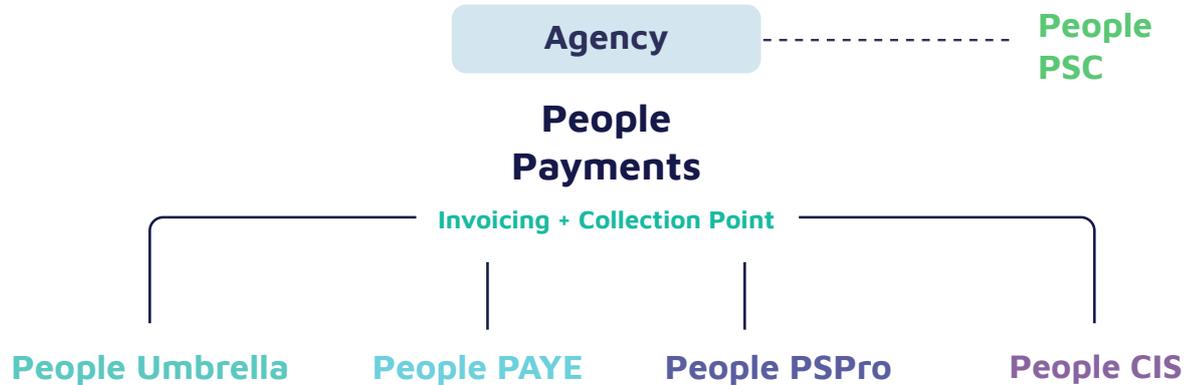
ACAS on 0300 123 1100*

Or

The Employment Agencies Standards Inspectorate on www.gov.uk/government/publications/pay-and-work-rights-complaints*

Thirdly

If the first two options are still yet to finalise your issue, then seeking a resolution or settlement via an employment tribunal is usually a conclusive solution. This course of action is the UK's legal arbitrator in all things employment related.



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 ⑈ 200538 ⑈ 83136736 ⑈ 78



KEY INFORMATION DOCUMENT

WHEN USING UMBRELLA



YOUR KEY INFO

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:	John Sample
Name of employment business:	Sample Agency
Name of intermediary or umbrella company:	People Umbrella Limited
Your employer:	People Umbrella Limited
Type of contract you will be engaged under:	An employment contract
Who will be responsible for paying you:	People Umbrella 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 Umbrella Limited
Any business connection between the intermediary or umbrella company, the employment business and the person responsible for paying you:	None

KEY INFORMATION DOCUMENT

WHEN USING UMBRELLA



1	Expected or minimum gross rate of pay transferred to the intermediary or umbrella company from us:	£750.00 (5 days @ £150)
2	Any other deductions from umbrella income (to include amounts or how they are calculated)	Umbrella margin of £15.00. This margin is deducted from the gross amount transferred and legal deductions are made against the remaining figure of £735.00.
3	Deductions from intermediary or umbrella income required by law:	Employers National Insurance of £63.21 (13.8%), Apprenticeship Levy of £3.14 (0.5%) and Employers Pension of £40.64 (3%).
4	Holiday entitlement and pay:	Holiday is accrued at 12.07%, which equates to a pre-tax gross of £67.64 per week
5	Expected or minimum rate of pay to you:	Weekly gross taxable payment of £628.01
6	Deductions from your wage required by law:	Employees PAYE tax of £77.53 (20% of gross), employees national insurance of £53.28 (12%) & employees pension of £25.50 (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	£750.00
Any other deductions or costs taken from intermediary or umbrella income:	2	£15.00
Deductions from intermediary or umbrella income required by law:	2 + 3	£121.99

	Worker fees	
Example rate of pay to you:	5	£628.01
Deductions from your pay required by law:	6	£130.81
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	£497.20

Assignment Reconciliation

Private & Confidential

REFERENCE: CPL000001 1825 6960462

John Smith
2 Magnolia Drive
Your Town
AB1 2CD

Tax Code	1185L
National Insurance Number	TN000000M
Payment Frequency	WEEKLY
Week Ending Date	02 Aug 2019
Tax Paid to Date	£3,946.95
Gross Pay to Date	£14,788.21
Number of periods	1

Assignment Reconciliation for the Period (These are employee charge out rates per client)

Agency/Client	Name of Workplace	Hours	Days	Rate	Total
Recruitment Agency			1.00	£120.00	£120.00
Recruitment Agency			1.00	£120.00	£120.00
Recruitment Agency			1.00	£120.00	£120.00
Recruitment Agency			1.00	£120.00	£120.00
Recruitment Agency			1.00	£120.00	£120.00
			Total :	5.00	£600.00
INVOICED TOTAL for the Period (Net of any VAT if applicable):					£600.00

Employer items are taken from the 'Invoiced Total for the Period' and are for work done by you the worker and as an employee of RACS Collective Plus Limited. Please call us if you are unsure about any aspect of this document. Please note the Employers National Insurance is still payable for individuals who have reached state retirement age and no longer pay Employees National Insurance.

Employer Deductions	Deductions	Additions	Balance
<i>i</i> Employers Margin	£10.00		£590.00
<i>i</i> Employment Costs	£7.70		£582.30
<i>i</i> Holiday Provision this Period	£50.00	£0.00	£532.30
Gross Taxable Pay:			£490.00
<i>i</i> Statutory Pay		£0.00	£490.00
<i>i</i> PAYE Tax	£60.00		£430.00
<i>i</i> National Insurance	£55.00		£375.00
<i>i</i> Student Loan Repayment	£0.00		£375.00
<i>i</i> Employee Pension	£4.10		£370.90
Net PAY:			£370.90
<i>i</i> Legal Deductions	£0.00		£370.90
TOTAL PAY:			£370.90
<i>i</i> AnyTime Wages Advance Recovery		£0.00	£370.90
<i>i</i> Monies Already Paid		£0.00	£370.90
<i>i</i> Journals		£0.00	£370.90

Amount PAID to BANK: £370.90

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



Pay Advice

Private & Confidential

REFERENCE: CPL000001 1825 8098908

John Smith
2 Magnolia Drive
Your Town
AB1 2CD

Tax Code	1257L
National Insurance Number	TN000000M
Payment Frequency	WEEKLY
Week Ending Date	16 Jul 2021
Tax Paid to Date	£3,946.95
Gross Pay to Date	£14,788.21
Number of periods	1

Payment Components

Salary (25.00 @ NLW (£8.91)):	£222.75
A (Taxable)	
Uplift (if applicable):	£267.25
B (Taxable)	
Holiday Pay PAID OUT :	£0.00
C (Taxable)	
Gross Taxable Pay: (A+B+C)	£490.00

Deductions & Additions Breakdown

Gross Taxable Pay:	£490.00
PAYE Tax:	£60.00
National Insurance:	£55.00
Employee Pension:	£4.10
Net PAY:	£370.90
Legal Deductions:	£0.00
TOTAL PAY:	£370.90

Amount PAID to BANK: £370.90

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@peoplegroupservices.com or call **0345 034 1530**

Where your money has been paid

Bank / B Soc Name:	Barclays
Account Number	****XXXX
Sort Code:	00-00-00

Please notify us immediately if these details are incorrect

People Umbrella Limited. Registered in England and Wales. Registered No. 10831716.
Registered Office: People Group House, Three Horseshoes Walk, Warminster, Wiltshire BA12 9BT
VAT Registration number: 271 5896 69

Complaints Procedure

People Group Services Limited (People Group) aims to provide a responsive and timely service to all our clients, customers, and contractors. We promise to:

- 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 Group, you can send your complaint by post, fax, or email. 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 Group 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 Group. 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.

1. 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.

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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 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.

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