



## People CIS Limited ('People')

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## Agency Name Limited

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# Master Agreement with Agency for the Supply of Construction Industry Services

(only for use when contracting with Employment Agencies / Employment businesses, not for use when contracting directly with Main Contractors)

[not suitable for use where Main Contractor has determined Chapter 10 ITEPA status to be 'Inside']

**December 2025 revision**

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

For People CIS Limited:

By the Agency:

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

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

Title: Terry Hillier, Director

Title: \_\_\_\_\_

Date: 7th May 2026

Date: 7th May 2026

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# Terms of Business of People CIS Limited ('People') for the Supply of Construction Industry Services (Agencies)

(only for use when contracting with Employment Agencies / Employment businesses, not for use when contracting directly with Main Contractors)

[not suitable for use where Main Contractor has determined Chapter 10 ITEPA status to be 'Inside']  
(December 2025 revision)

## 1. Definitions and Interpretation

### 1. In these Terms:

1. 'Agency' means the person or company so named on the front page of this Agreement
2. 'Agreement' means this Master Agreement
3. 'Assignment' means the Services and terms specified in an Assignment Schedule
4. 'Assignment Schedule' means an assignment schedule in the form specified from time to time by People, and including the details specified therein
5. 'CIS' means the Construction Industry Scheme
6. 'CIS Subcontractors' and 'Subcontractors' means independent skilled tradespersons, capable of working on Assignments without requiring supervision, direction or control as to the manner in which their services are provided, and registered with HMRC under CIS
7. 'Contract' means a contract between People and an Agency, constituted by an Assignment Schedule and these Terms, for the performance of an Assignment
8. 'Data Protection Legislation' has the meaning given by clause 16.1.2
9. 'Immediate Notice' means notice to terminate with immediate effect, and shall be effective however communicated, provided confirmed in writing as soon as reasonably practicable
10. 'ITEPA' means the Income Tax (Earnings and Pensions) Act 2003
11. 'Main Contractor' means a third-party main contractor engaging the services of one or more CIS Subcontractors via the Agency and People
12. 'People' means People Limited of People Group House, Three Horseshoes Walk, Warminster BA12 9BT incorporated in England and Wales with company registered number 06933298
13. 'People Associate' means a company which is an associate company of People, within the meaning of s256 Companies Act 2006. In cases where the Subcontractor is or is to be engaged via a People Associate, references to People or to a party shall, where the context permits, be deemed to include and to refer to that People Associate.
14. 'PPE' means personal protective equipment
15. 'Services' means the work specified in an Assignment Schedule to be performed by the Subcontractor for a Main Contractor
16. 'Terms' means these terms of business
17. 'Work Product' means any work carried out as part of the Services, and includes any drawings, plans, reports and other documents and changes to the same and terms defined in an Assignment Schedule have the meanings given to

them there.

2. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of a Contract) and all subordinate legislation made (before or after a Contract) under it from time to time.
3. Where the context permits, words denoting:
  1. persons shall include bodies corporate and unincorporated associations of persons;
  2. the singular includes the plural and vice versa; and
  3. one gender shall include any gender.

## **2. Background**

1. People is registered with HMRC under CIS as a contractor, and as a subcontractor with gross payment status.
2. People engages the services of CIS Subcontractors, in order to provide those services via Agencies to Main Contractors.
3. Each Subcontractor has represented to People that:
  1. the Subcontractor is an independent skilled tradesperson, registered under the Construction Industry Scheme ('CIS')
  2. the Subcontractor is capable of working on Assignments and providing Services without requiring supervision, direction or control as to the manner in which such Services are provided, and
  3. the Subcontractor wishes to or has entered an agreement with People, with a view to being engaged by People from time to time to carry out Assignments for Main Contractors via Agencies.

## **3. Nature of these Terms, and Contracts**

1. These Terms define the basis on which People will provide Subcontractors to carry out Assignments, as agreed between the parties from time to time in Contracts and specified in Assignment Schedules.
2. Before any work is to be performed, an Assignment Schedule will be prepared by People from information provided by the Subcontractor and the Agency and issued to the Subcontractor and the Agency.
3. On receipt of an Assignment Schedule, if the Agency does not accept its terms, or considers them to be in any way inaccurate, it will promptly advise People.
4. An Assignment Schedule shall become a Contract binding on the parties and incorporating these Terms upon both
  1. the earlier of either
    1. the Subcontractor signing the Assignment Schedule and returning it to People, or
    2. the Subcontractor commencing performance of the Services to which the Assignment Schedule relates, on or after the Assignment Start Date,
  2. and the earlier of either
    1. the Agency signing the Assignment Schedule and returning it to People, or
    2. the Agency permitting the Subcontractor to commence performance of the Services to which the Assignment Schedule relates, on or after the Assignment Start Date.

5. A Contract formed on the basis of an Assignment Schedule referencing these Terms is governed only by these Terms and by no other terms, except where and to the extent that both parties expressly agree in writing; and all conditions, warranties or

other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

#### **4. Subcontractor Responsibilities**

1. Each Subcontractor is engaged on terms which require that the Subcontractor

1. shall provide Services for the Main Contractor as specified in the Assignment Schedule and in these Terms, with reasonable skill and care, and so far as is reasonably practicable within any timescale required by the Main Contractor
2. shall not require (or be subject to the right of) supervision direction or control as to the manner of performance of its Services
3. in the course of providing the Services, shall comply with site-specific requirements applicable to independent contractors at the Work Location, as notified by the Agency and/or the Main Contractor from time to time
4. shall provide Services to the Main Contractor's reasonable satisfaction and in accordance with the Main Contractor's required quality standards, and to the extent not so provided must be corrected in the Subcontractor's own time and at the Subcontractor's own cost
5. shall be responsible for the performance of the Services, and may perform them himself, or arrange for their performance, in full compliance with these Terms and the applicable Assignment Schedule, by a substitute with any necessary skills, experience, and (where applicable) security clearance, and equally capable of providing the Services without requiring supervision direction or control as to the manner of performance of its Services
6. shall be responsible for his own health and safety, and in particular for assessing any risks or hazards at the Site / Work Location that may affect the provision of the Services, taking into account any applicable Risk Assessment Methods Statement, and for ensuring that he is fit and able to perform the Services and that he does not place other personnel or members of the public at risk by failing to take appropriate rest breaks
7. shall be responsible for familiarising himself and complying with (a) all reasonable standards of safety including the Main Contractor's own Risk Assessment Methods Statement and Health and Safety procedures from time to time in force at the Site / Work Location, and (b) all security, working, operating, and any other requirements applicable to independent contractors working at the Site / Work Location
8. shall comply strictly with all requirements of the Main Contractor and/or the Agency for recording time worked, and shall (where applicable) submit timesheets promptly
9. shall comply with all his obligations under CIS
10. shall pay his own expenses, save where otherwise agreed
11. shall provide at his own cost all such equipment (including PPE, save for any agreed to be provided by the Agency or Main Contractor) and training as may be required for the proper performance of the Services.
12. Shall maintain at their own cost public liability insurance of not less than £5,000,000 and professional indemnity insurance of not less than £1,000,000 per claim, employers liability and motor insurance where required in connection with the provision of their services

#### **5. Agency and Main Contractor Responsibilities**

1. In respect of each CIS Subcontractor to be engaged pursuant to these Terms,

1. the Agency acknowledges that its own status shall be that of a customer of the business carried on by the Subcontractor, and

2. the Agency warrants and represents that it has procured, or shall, before permitting any Subcontractor to commence performance of the Services to which an Assignment Schedule relates, procure from each Main Contractor a written assurance (and on request at any time provide a copy thereof to People) that the Main Contractor agrees:

1. the Subcontractor has been engaged to provide the Services on a self-employed basis, and no individual providing Services may be assumed to do so as employee of any person,
2. that its status shall be that of a customer of the business carried on by the Subcontractor;
3. that the manner in which the Subcontractor provides the Services shall not be subject to (or to the right of) supervision, direction or control by any person;
4. that it has no authority to discipline the Subcontractor, or to terminate the provision of the Services other than by giving notice to the Agency in accordance with the terms on which the Subcontractor has been engaged; and
5. that the Subcontractor has the right to procure the performance of the Services by a substitute having any necessary skills, experience, and (where applicable) security clearance, and equally capable of providing the Services without requiring supervision direction or control as to the manner of performance of its Services.

3. Such written assurance may be provided

1. in the form of the applicable contract terms between Agency and Main Contractor,
2. in the form annexed to these Terms, or
3. in such other form as may be agreed from time to time.

2. The Agency acknowledges that it is responsible for carrying out all due diligence and checks to confirm that each Subcontractor has the necessary qualifications, skills, experience and/or any authorisation which are required by law or by any professional body in order to perform the Services lawfully. For the avoidance of doubt this includes, without limitation, carrying out appropriate due diligence to confirm that each Subcontractor is eligible to work lawfully in the United Kingdom for the period of the Assignment.

3. Neither the Agency nor the Main Contractor has responsibility for the Subcontractor or any person engaged on the Services, other than (a) as specifically provided for in these Terms or under an Assignment Schedule, and (b) such responsibilities as are generally owed to the public at large.

4. The Agency is responsible for requiring the Main Contractor to:

1. give the Subcontractor such cooperation, information and access as are reasonably necessary for the proper performance of the Services
2. inform the Subcontractor if on any day the Services are not required
3. ensure that all relevant Health & Safety policies, risks, information and relevant statutory compliance measures are disclosed to the Subcontractor.

5. The Agency shall

1. notify People immediately of anything which might affect the Subcontractor's self-employed status including any changes to the arrangements under which he is supplying the Services
2. itself provide, or procure that the Main Contractor provides all PPE as may be required to perform the Services (save for any agreed to be provided by the Subcontractor), details of all health and safety policies, procedures and

requirements (including requirements for safety clothing and/or equipment) relevant to the Site / Work Location(s) and details of any specific risks to health or safety of which the Subcontractor should be aware

3. provide the Subcontractor with an accurate Key Information Document, as required by Regulation 13A of the Conduct Regulations.
6. For the avoidance of doubt, neither the Agency nor the Main Contractor has authority to discipline the Subcontractor, or to terminate the provision of the Services other than by giving notice to People in accordance with the applicable Assignment Schedule
7. People shall if so requested enter a VAT self-billing agreement with the Agency.

## **6. Payment and Tax**

1. The Agency is responsible for making payment to People for all Services provided by Subcontractors under Assignment Schedules at the applicable Pay Rate and Invoice Frequency plus VAT as applicable.
2. Where the amounts and the make-up of the amounts to be paid are based on time records maintained by the Agency or by the Main Contractor, the Agency must, according to the Invoice Frequency, provide People with sufficient information, in an agreed format, to enable People:
  1. to readily identify the amounts and make-up of the amounts to be paid for that period in respect of each Subcontractor and each Assignment Schedule,
  2. to invoice the Agency, where applicable, and
  3. to make such payments to and in respect of each Subcontractor, on or before the dates such payments are due.
3. If the Agency fails to make payment by self-billing notwithstanding that VAT self-billing arrangements may have been agreed, People may itself invoice the Agency.
4. The due date for payment by the Agency of each invoice shall be the later of 3 days after the date of each invoice; and the final date for payment of each invoice shall be 1 day after the due date. If the Agency proposes to withhold payment of any sum set out on any invoice it shall, not later than 1 day before the final date for payment, provide to People a notice setting out the amount(s) that the Agency proposes to withhold and the ground(s) for withholding such sum(s).
5. If the Agency has any cause for dissatisfaction with performance of any Services by any Subcontractor it must notify People, and promptly provide any requested further details. Payment may not be withheld for time actually worked by a Subcontractor.
6. 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 by the due date then, without prejudice to any other remedy:
  1. People may withhold or suspend the provision of further work by any Worker in respect of any Assignment; and
  2. all sums owing by the Agency to People on any account shall become due and payable immediately; and
  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
  4. People may terminate any or all then current Assignments for material breach.
7. On receipt of money from the Agency in respect of Services performed by a Subcontractor, or (if sooner) on receipt of the information to be provided pursuant to clause 6.2, People shall, on or before the dates such payments are due to the

Subcontractor:

1. deduct its margin and any sums required by law to be deducted,
2. raise a self-billing invoice on behalf of the Subcontractor,
3. make payment by BACS to the Subcontractor, plus VAT as applicable, and
4. remit any sums required by law to be deducted, as required.

8. Each Subcontractor as a self-employed person has agreed to manage his own tax affairs and comply with all other applicable legal requirements, and to keep the Agency and the Main Contractor indemnified

1. in respect of any legitimate claim or demand made by the proper authorities for all taxes, national insurance or social security contributions, in relation to payments made for the Services performed by the Subcontractor or by any substitute on his behalf, and
2. against any claims that may be made by any individual providing Services under employment-related legislation.

## 7. Status

1. The relationship governed by these Terms and an Assignment Schedule is neither that of agent-principal, nor that of employer-employee; no individual providing Services will be the employee of the Main Contractor, or of the Agency, or of People, or (in relation to the Services) of any other person.

2. Each Subcontractor has warranted and represented that

1. he is self-employed,
2. he is in business on his own account, and enters this contract in the course of that business,
3. the status of the Main Contractor and the Agency and People is that of customers of the Subcontractor's own business,
4. the manner in which the Subcontractor provides the Services shall not be subject to (or to the right of) supervision, direction or control by any person,
5. the nature of the Services is 'Construction Operations' as defined in section 74 Finance Act 2004, and the Services are delivered by the Subcontractor or any substitute as a self-employed worker, and
6. he has the right to live and work in UK.

3. Each Subcontractor has agreed to immediately notify People of anything which might affect his self-employed status, including any changes to the arrangements under which he is supplying the Services, and/or change to or the loss or cancellation of his UTR or CIS status.

4. People warrants and confirms that no Subcontractor engaged on an Assignment has a 'material interest' in People, within the meaning of sections 51(4) and (5) ITEPA, and that none of the conditions A to C in section 61N ITEPA is met. The parties therefore understand that the IR35 legislation in Schedule 8 and Schedule 10 of Part 2, ITEPA, will not apply, in relation to any Subcontractor supplied under these Terms.

## 8. Intellectual Property Rights

1. All rights in the nature of intellectual property rights in any Work Product shall vest in and belong to the Main Contractor, and the Subcontractor has agreed on request to sign any required form of documentary assurance in respect thereof.

## 9. Confidentiality

1. Each party will keep any information of a confidential nature disclosed by the other secret, and on termination (or sooner if required) will at the option of the owner thereof return or destroy such information.
2. Neither party may use or take advantage of any such information without the discloser's consent, even after the end of an Assignment or termination of a Contract.
3. For the avoidance of doubt, nothing precludes the making of 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.

## 10. Legal and Regulatory requirements

1. The parties acknowledge that various legal and regulatory requirements may affect their relationship, and that they may not have the option to elect how such provisions may impact on their relationships with each other and with any Subcontractor. However, in deciding whether or not to enter any Contract, the parties have agreed and intend that their positions in respect of the following legal and regulatory requirements shall be as follows:
  2. Agency Workers' Regulations 2010
    1. The parties do not consider Subcontractors to be 'agency workers', within the meaning of these regulations.
  3. Conduct of Employment Agencies and Employment businesses Regulations 2003
    1. Unless otherwise stated in the applicable Assignment Schedule, to the extent that such regulations may apply as between (a) People and a Subcontractor, and (b) the Agency, and to the extent legally permissible, People and each Subcontractor have agreed to opt out of the regulations, and each Subcontractor has authorised People to so notify the Agency. It is the Agency's responsibility to satisfy itself as to the validity of any purported opt out.
  4. Working Time Regulations 1998
    1. The parties consider no Subcontractor to be a 'worker', for the purposes of these regulations, and no payment will be made for paid leave.
  5. National Minimum Wage Act 1998
    1. Whether or not such regulations apply, for the avoidance of doubt, the Agency is responsible for ensuring that the Pay Rate (Agency-People) is sufficient to provide for People's margin, and for payment to each Subcontractor at a rate no less than the applicable National Minimum Wage / National Living Wage rate in respect of all time actually worked.
  6. Pensions Act 2008
    1. The parties consider the Subcontractor not to be a 'worker', for the purposes of this Act, and therefore that People does not have obligations under Pensions Act 2008 to the Subcontractor.
  7. CITB-ConstructionSkills levy
    1. Where CITB levy may be payable by People in respect of payments made to the Subcontractor, People may deduct and retain provision for its liability to pay such levy from payments made to the Subcontractor.
  8. Managed Service Companies
    1. So far as section 61B ITEPA is concerned, People is not a 'managed service company', and no MSC provider is involved with People.

## 11. Termination

1. A Contract may be terminated

1. by either party giving the other written notice of the Notice Period specified in the Assignment Schedule
  2. by either party by Immediate Notice, if the other is in material breach of contract, or is in breach of contract and fails to remedy the breach within fourteen days of being required in writing to do so, or if the other becomes insolvent or ceases to carry on business, or if any preliminary step is taken towards the other's liquidation winding up receivership or administration (other than for bona fide reconstruction or amalgamation)
  3. by People by Immediate Notice, if the corresponding contract and/or Assignment Schedule under which People engages the Subcontractor's services terminates (for whatever reason).
2. Any provision which expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

**12. Liability**

1. The parties agree that the Agency's own knowledge of its requirements and those of its Main Contractors is greater than that of People, and that it is therefore the Agency's sole responsibility to satisfy itself as to qualifications, skills, experience or suitability of each Subcontractor to perform the Services.
  1. By allowing the commencement of an Assignment, the Agency acknowledges that it has satisfied itself as to such qualifications, skills, experience and suitability.
  2. People shall have no liability to the Agency or the Main Contractor in respect of any failure by a Subcontractor to have the experience, training, qualifications or any authorisation which the Agency or the Main Contractor considers are necessary, or which are required by law or by any professional body in order to perform the Services lawfully.
2. People does not engage any Subcontractor under a contract of employment, service or apprenticeship, whether expressed or implied and whether oral or in writing. Accordingly, People has no legal duty to carry out pre-employment immigration checks in relation to any Subcontractor and shall have no liability to the Agency or to the Main Contractor if any Subcontractor is found to be working unlawfully in the UK.
3. The Agency acknowledges and agrees that, in relation to each Subcontractor, the Subcontractor is engaged to perform the Services as specified in the applicable Assignment Schedule as an independent contractor, and neither the Subcontractor nor any person engaged by it on the provision of Services is under the control of People; and therefore
  1. the Subcontractor has accepted responsibility for any wrongful negligent or unlawful acts defaults or omissions of itself and of any such person in relation to an Assignment; and
  2. People shall not be liable for any such acts defaults or omissions, or for the Services provided by the Subcontractor, or for working conditions or other arrangements at the Site / Work Location, or for any act, default or omission of the Agency or the Main Contractor (or any of its personnel) in relation to the Services and/or the Site / Work Location.
4. Neither People nor the Agency shall be liable for economic, consequential or indirect loss or damage of any kind or any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure to perform any obligations under these Terms or an Assignment Schedule.
5. Neither party nor any Subcontractor excludes or limits liability for death, personal injury, fraud, repudiatory breach, or otherwise where it is not lawful to do so.

6. Neither party enters any Contract on the basis of or relying on any representation, warranty or other provision except as expressly provided in writing, and all other terms implied by statute or common law are excluded so far as legally permitted. Liability or remedy for innocent or negligent (but not fraudulent) misrepresentation is excluded.
7. These limitation and exclusion provisions shall operate for the benefit of all potentially liable persons.

### **13. Anti-Facilitation of Tax Evasion**

1. In performing its obligations under a Contract, People shall:

1. not engage in any activity, practice or conduct which would constitute either:

1. a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
2. a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

2. have and shall maintain in place throughout the term of this Agreement such policies and procedures as are reasonable

1. to prevent the facilitation of tax evasion by another person (including without limitation employees of People) and
2. to ensure compliance with clause 13.1.1;

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;

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.

5. People shall ensure that any person associated with People who is performing services and/or providing goods in connection with a Contract 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.

2. Breach of this clause shall be deemed a material breach.

3. 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.

### **14. Anti-fraud**

1. People shall during the term of this Agreement:

1. not engage in any activity, practice or conduct which would constitute fraud, including but not limited to a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023;
2. comply with all applicable policies relating to fraud prevention, as updated from time to time and notified by the Agency to People;
3. notify the Agency in writing if it becomes aware of any suspected or actual breach of this clause, or has reason to believe that it has received a request or demand to commit a fraud offence within the meaning of section 199(6) of

- the Economic Crime and Corporate Transparency Act 2023, in connection with the performance of this Agreement;
4. establish, maintain and enforce its own policies and procedures including but not limited to reasonable procedures to prevent the commission of fraud and to ensure compliance with this clause;
  5. if requested, co-operate with and provide reasonable assistance to the Agency, at the Agency's reasonable cost, to enable the Agency to investigate, or respond to any requests from a relevant government department or agency to investigate, an alleged offence under 199 of the Economic Crime and Corporate Transparency Act 2023; and
  6. from time to time (but no more frequently than annually) on the Agency's request, certify to the Agency in writing signed by an officer of People compliance by People with this clause, and provide such supporting evidence of compliance as the Agency may reasonably request.
2. People shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of People's obligations under this Agreement do 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.
  3. Breach of this this clause shall be deemed a to be a material breach of this Agreement incapable of remedy.

## 15. Bribery and Corruption

1. The parties shall comply with all applicable legal requirements relating to bribery and corruption.
2. A Subcontractor is responsible for complying with any Agency and/or Main Contractor policies relating to bribery and corruption that may be disclosed to the Subcontractor, as though such policies applied to and had been adopted by the Subcontractor.
3. 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.
4. People undertakes to the Agency that:
  1. it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-Bribery Law");
  2. it will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  3. it has and will maintain in place adequate procedures designed to prevent any conduct that would give rise to an offence under Anti-Bribery Law and to ensure compliance therewith;
  4. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement; and
  5. from time to time, at the reasonable request of the 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.
5. 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.
6. Breach of any of the undertakings in this clause shall be deemed to be a material breach incapable of remedy.

## 16. Data Protection

### 1. Definitions: In this clause,

1. 'Agreed Purpose' means the performance by each party of its obligations in connection with this Agreement, the verification of the performance by the other party of that other party's obligations in connection with this Agreement, and the promotion by each party of its products and services.
2. 'Data Protection Legislation' means (i) the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) ('UK GDPR'), (ii) the Data Protection Act 2018, and (iii) any successor legislation to the UK GDPR and/or the Data Protection Act 2018.
3. 'controller', 'data controller', 'processor', 'data processor', 'data subject', 'personal data', 'processing', and 'appropriate technical and organisational measures' have the meanings as defined in the Data Protection Legislation.
4. 'Permitted Recipients' means the parties to this Agreement, the employees of each party, and any third parties engaged to perform obligations in connection with this Agreement.
5. 'Shared Personal Data': the personal data to be shared between the parties under or in connection with this Agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:
  1. names and contact details of actual and potential contractual counterparties of each party;
  2. data in relation to assignments to be performed by actual or potential contractual counterparties of one party, via the parties, for an actual or potential contractual counterparty of the other party;
  3. data in relation to times worked and services provided on assignments performed by contractual counterparties of one party, via the parties, for contractual counterparties of the other party, for purposes relating to payment of remuneration.

2. Shared Personal Data. The nature of the relationship constituted by this Agreement is such that the parties envisage that each party will be a controller, and that neither will be in the position of processor in relation to the other. This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

3. Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

4. Particular obligations relating to data sharing. Each party shall:

1. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
2. give full information to any data subject whose personal data may be processed under this Agreement of the nature such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
3. process the Shared Personal Data only for the Agreed Purposes;

4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
7. not transfer any personal data outside the UK unless the transferor:
  1. complies with the provisions of Articles 26 of the UK GDPR (in the event the third party is a joint controller);  
and
  2. ensures that (i) the transfer is to a country approved by the Information Commissioner as providing adequate protection pursuant to Article 45 UK GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 UK GDPR; or (iii) one of the derogations for specific situations in Article 49 UK GDPR applies to the transfer.
5. Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
  1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
  2. promptly inform the other party about the receipt of any data subject access request;
  3. provide the other party with reasonable assistance in complying with any data subject access request;
  4. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
  5. assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  6. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
  7. where and to the extent appropriate, at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;
  8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
  9. maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the other party or the other party's designated auditor; and
  10. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

#### 6. Indemnity.

1. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or

incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

2. The liability of the indemnifying party under this clause shall be subject to the limits set out in this Agreement.

#### **17. Modern Slavery Act 2015**

1. In performing its obligations under a Contract, People shall:

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

#### **18. Equality Act 2010**

1. People is committed to promoting equal opportunities in employment. Employees, workers, contractors, and job applicants will receive equal treatment, regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.
2. People will not itself act in a manner which may constitute unlawful discrimination and harassment, and will treat any unlawful discrimination and harassment by its own staff or by any individual engaged by it as a disciplinary matter.
3. People takes a 'zero tolerance' approach to unlawful discrimination and harassment. No person is authorised in its dealings with or on behalf of People to act in a manner which may constitute unlawful discrimination and harassment.

#### **19. Sexual Harassment**

1. The parties recognise that

1. each has a positive legal duty to take reasonable steps to prevent sexual harassment of its workers (the 'preventative duty'), and
2. that such duty extends to taking reasonable steps to prevent such harassment by third parties.

2. The parties mutually confirm that they each will take a 'zero tolerance' approach to sexual harassment, to include such harassment of workers of, or introduced or supplied by, the other.

3. The parties therefore mutually agree that they will each

1. comply with the preventative duty
2. on request from time to time, provide the other with such information and documentation as the other may reasonably request, in relation to the manner in which that party and any contractual counterparty complies with the preventative duty, including details of training, policies, and any other preventative measures

3. notify any contractual counterparty of the terms of this provision and of the other party's interest in its workers, and impose similar requirements on such contractual counterparty.

4. In this provision, 'contractual counterparty' means any third party with which a party may deal and which may as a consequence of such dealing have contact with the other party's workers.

## 20. Compliance with all other applicable laws

1. In addition to the specific requirements for compliance elsewhere in this Agreement, each party expressly agrees with the other that it will at all times

1. comply with all applicable laws, statutes, regulations and codes from time to time in force ('Compliance'), and
2. where the other party reasonably considers it might itself be exposed to liability as a result of non-compliance, promptly on request from time to time provide such evidence of Compliance as the other party may request; such evidence may include (but is not limited to) evidence of Compliance with reporting requirements, evidence of the calculation and making of tax and VAT returns and payments, and the provision of copies of payslips.

## 21. Electronic signatures

1. Notwithstanding that a Contract constituted by these Terms and an Assignment Schedule may be formed pursuant to clause 3.4 without the Assignment Schedule being signed by either or both parties,

1. An Assignment Schedule may be signed by electronic signature (whatever the form the electronic signature takes), and such method of signature shall be equally conclusive of the intention of each party to be bound by its terms and conditions as if signed with manuscript signatures.
2. Notwithstanding that it may have been signed by a form of electronic signature, no addition, amendment to, or modification or discharge of a Contract shall be effective otherwise than in writing on paper and signed with the manuscript signature of each party.

## 22. Change of Control

1. The Agency shall notify People prior to any change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).

1. People reserves the right to suspend the Agency's credit account pending completion of updated checks, including credit checks and "know your client" checks, following a change of control of the Agency.
2. People may terminate this Agreement with immediate effect by giving notice in writing to the Agency
  1. following receipt of results which in the opinion of People are unsatisfactory, or
  2. if the Agency fails to provide People with such information or to do such acts and things as People reasonably requests within the timeframe given by People or, if no timeframe is given, within a reasonable time of People making such a request.

## 23. Third Party Rights:

1. **HMRC liabilities:** Any third party who shares joint and several liability to HMRC in relation to any obligations under these Terms or any Contract shall have the benefit of all commitments herein in relation to such obligations, and (where appropriate) the right to take legal action directly against any party sharing such joint and several liability.

2. **Agency has the benefit of Subcontractor's commitments:** The terms of People's (or, where applicable, a People Associate's) contract with the Subcontractor expressly provide for the Agency (but not the Main Contractor) to have the benefit of the Subcontractor's commitments therein and (where appropriate) to take legal action directly against the Subcontractor.
3. **Agency has the benefit of any Associate's commitments:** Where a People Associate has engaged or is to engage a Subcontractor in order that People may itself provide that Subcontractor to the Agency under a Contract, the terms of People's contract with its Associate expressly provide for the Agency (but not the Main Contractor) to have the benefit of the Associate's commitments under the contract between People and the Associate and (where appropriate) the right to take legal action directly against such Associate.
4. **Associate has the benefit of the Agency's commitments:** The parties intend that any People Associate who has engaged or is to engage a Subcontractor with a view to providing that Subcontractor for supply by People to the Agency under a Contract shall have the benefit of the Agency's commitments under these Terms and any Contract and (where appropriate) the right to take legal action directly against the Agency
5. **Generally:** Any agreement between People and the Agency to rescind or vary these Terms or any Contract in a way which affects any other party's rights is therefore conditional on that party's consent.
6. Subject thereto, (a) no third party rights are intended to be conferred or created by these Terms or by any Contract, no one other than a party hereto shall have any right to enforce any of its terms; and (b) these Terms and any Contract may be modified or discharged by agreement between the parties hereto and without any requirement for the consent of any third party.

#### 24. General

1. **Assignment:** People may assign its rights or obligations under a Contract without the consent of the Agency and, upon such assignment, without prejudice to the assignor's rights in respect of matters arising prior to such assignment, all references to People shall be deemed to refer to the assignee.
2. **Force majeure:** If a party is obstructed in performing any of its obligations by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. Whilst performance has been suspended for more than 7 days, either party may terminate a Contract by Immediate Notice.
3. **Waiver:** Failure to enforce any of these terms or any provision of a Contract is not a waiver of a party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.
4. **Severability:** Any part of a term of a Contract which is wholly or partially void, invalid, or unenforceable shall be severed from the remainder (which shall remain enforceable).
5. **Notices:** Any notice pursuant to a Contract shall be given in writing (excluding email), provided that notices
  1. from People to the Agency may be given by email to the most recent email address provided to People by the Agency, and shall be deemed received forthwith upon sending unless notice of rejection is received from the Agency's email provider
  2. sent by post shall be deemed served 2 days after posting.
6. **Entire Agreement:** A Contract constituted by these Terms and an Assignment Schedule together constitutes the entire agreement and understanding between the parties relating to the subject matter. Any earlier agreement between the parties

relating to the same subject matter is hereby superseded and is discharged by mutual consent. In case of conflict, the Assignment Schedule shall prevail. No other terms or changes will apply unless in writing and signed by both parties.

7. **Adjudication:** Any dispute arising under or out of a Contract may be referred by either party to an adjudicator for adjudication in accordance with the Adjudication Rules published by the Technology and Construction Solicitors Association (2011 Version 3.2).

8. **Law:** These Terms, any Assignment Schedule, and any non-contractual disputes or claims between the parties are governed by the laws of England and Wales, whose courts shall (subject to the provision for adjudication) have sole jurisdiction in relation to all matters arising.

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**Annex to Terms of Business of People CIS Limited ('People') for the Supply of Construction Industry Services (Agencies)**

**Letter to be signed between Agency and Main Contractor before provision of any Subcontractor**

From [Agency company name]

To [Main Contractor company name]

We refer to the contract terms between us ('Terms'), under which we ('Agency') will provide you ('Main Contractor') with services to be performed by independent self-employed Subcontractors.

For the avoidance of doubt, and notwithstanding any contrary or conflicting provision in the Terms, you the Main Contractor agree and confirm that, in relation to each such individual providing services to you under the Terms,

1. each Subcontractor has been engaged to provide the Services on a self-employed basis, and no individual providing Services may be assumed to do so as employee of any person,
2. your status shall be that of a customer of the business carried on by the Subcontractor;
3. the manner in which the Subcontractor provides the Services shall not be subject to (or to the right of) supervision, direction or control by any person;
4. you have no authority to discipline the Subcontractor, or to terminate the provision of the Services other than by giving notice to the Agency in accordance with the terms on which the Subcontractor has been engaged; and
5. the Subcontractor has the right to procure the performance of the Services by a substitute having any necessary skills, experience, and (where applicable) security clearance, and equally capable of providing the Services without requiring supervision direction or control as to the manner of performance of its Services.

Signed as an amendment to the Terms:

For [Main Contractor company name]

(Authorised Signature, for and on behalf of [Main Contractor company name])

Title:

Date:

For [Agency company name]

(Authorised Signature, for and on behalf of [Agency company name])

Title:

Date: