

MC1

THE VALIDITY OF JOINT- EMPLOYMENT

1. The Employment Rights Act 1996 does not prohibit an employee from having more than one employer or from being employed by joint employers. The definition for employee, contract of employment and employer is found at S230.

230

Employees, workers etc.

- (1) In this Act "employee" means an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment.
- (2) In this Act "contract of employment" means a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing.
- (3) In this Act "worker" (except in the phrases "shop worker" and "betting worker") means an individual who has entered into or works under (or, where the employment has ceased, worked under)—
 - (a) a contract of employment, or
 - (b) any other contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual;and any reference to a worker's contract shall be construed accordingly.
- (4) In this Act "employer", in relation to an employee or a worker, means the person by whom the employee or worker is (or, where the employment has ceased, was) employed.
- (5) In this Act "employment"—
 - (a) in relation to an employee, means (except for the purposes of section 171) employment under a contract of employment, and
 - (b) in relation to a worker, means employment under his contract,and "employed" shall be construed accordingly.

2. The section merely requires that for an individual to be an "employee" they should have entered into or be working under a "contract of employment", in our circumstances this would be an express written contract of service where the "employer" is stipulated as being Sugarman and People Paye jointly.
3. There is nothing within the Employment Rights Act which prohibits the employer being more than one party with the responsibilities of the employer being divided up between the named employers.
4. HMRC also recognise the existence of joint employers as evidenced from paragraph 3.2 of VAT notice 700/34:

3.2 Joint employment

Where staff are jointly employed there is no supply for VAT purposes between the joint employers. Staff are jointly employed if their contracts of employment or letters of appointment make it clear that they have more than one employer. The contract must expressly specify who the employers are for example 'Company A, Company B and Company C', or 'Company A and its subsidiaries'.

Staff are not jointly employed if their contracts are with a single company or person, even if it requires them to work for others. Paragraphs 2.1 to 2.3 apply in that case. There is no joint employment where for example there is a contract with one employer:

- which lays down that the employee's duties include assisting others
- that the employee will work full-time for another
- where the job title shows that the employee works for a group of associated companies (such as a group accountant)



5. To satisfy HMRC's requirements for joint employment it is sufficient simply for the contracts of employment to make it clear that they have more than one employer and that the contract expressly identifies who the employers are.
6. There have been numerous tax tribunal cases which have made reference to joint employers and recognise that such employment relationships can and do exist. The most recent being Agilisys Contact Services Limited and In Health (London) Ltd Vs HM Revenue & Customs (2016) UKFTT 0289 (TC). At paragraph 67 of the judgement the tribunal's "conclusion" is set out, having considered all of the documentation and supporting factual evidence the tribunal stated that "the joint employees were working for both InHealth and ACS the economic and commercial reality of what is, as the evidence shows, essentially a collaborative relationship between InHealth and ACS..."
7. What is proposed between People Paye and Sugarman is a collaborative relationship between the two parties whereby they will jointly employ contractors, under a contract of service, to carry out work for an end user under a contract for the provision of services. The documentation will support and reflect the economic and commercial reality of that collaborative relationship.
8. Courts and employment tribunal's have been struggling with the "tripartite" relationship between employment businesses, end users and the worker. The leading case of Brook Street Bureau (UK) Ltd and Patricia Dacas did not consider the further complication of having an Umbrella Company employer introduced into the equation.
9. The Dacas case is not entirely on all fours with the current discussion as it was primarily seeking to decide whether or not there could be an implied contract of employment between worker and hirer. The case itself was obviously decided prior to the introduction of statutory protections, to overcome some of the difficulties and provide rights and security, for temporary workers There are however some interesting comments in the judgement of Mummery LJ which are in support of the current proposition.

3. Under s 94 of the Employment Rights Act 1996 (the 1996 Act) an employee has the right not to be unfairly dismissed by his employer. An "employee" is defined in s 230 (1) of the 1996 Act by reference to the nature of the contract under which an individual works: an employee is

" a person who works under (or where the employment has ceased worked under) a contract of employment."

4. The definition of a "contract of employment" in s 230(2) of the 1996 Act reflects the traditional common law differentiation of contracts under which an individual works for another person as either a contract of service or as a contract for services: a contract of employment is

" a contract of service or apprenticeship whether express or implied, and (if it is express) whether oral or in writing."



5. There is no definition or further description of a "contract of service" in the legislation. The omission is deliberate. For better or for worse, Parliament decided to leave in the hands of the courts and tribunals the responsibility for defining the limits of a contract of service on a case by case approach. The general principles of the law of contract are applied and, in dealing with cases brought under the employment rights legislation, the courts take into account the object and scheme of the relevant statutory provisions. In that way the courts and tribunals decide who is within the category of employees, on whom it is intended to confer employment rights, such as the right not to be unfairly dismissed. The courts have to address general, as well as technical, questions: who is Parliament legislating for? If not for an individual in the position of the applicant, why not? What is meant by "a contract of service" in this context?
8. From personal experience everyone knows something about the rapid increase in recent years in the flexibility and diversity of complex legal and economic relationships and practices in the workplace. (The changing shape and structure of the labour market are examined in Professor Freedland's invaluable work, *The Personal Contract of Employment* (2nd ed 2003) published shortly before the hearing of this appeal. As will appear, I am indebted to him for his treatment of this topic.) The development of "complex employment relationships," which flourish on the theoretical freedom of the people in the labour market to make contracts of their choice, has added to the difficulty of deciding whether an individual, doing paid work for another, does so under a contract of service and, if so, for whom. The common law notion of a "contract of service" has to be applied by the courts, in the employment rights context, to constantly changing conditions in and outside the workplace. The general principles of the law of contract are sufficiently flexible to cope with many changes; but sometimes only legislation can supply the solution that the common law is unable to deliver. For example, the working conditions of "temporary agency workers" have prompted proposals for an EC Directive establishing a protective framework for temporary workers and providing a consistent and flexible framework conducive to the activities of temporary employment agencies, which post temporary workers employed by them to user undertakings to work temporarily under the latter's supervision.
50. The real problem for the tribunals is the application of the basic legal requirements to the case where an employment agency is interposed between the applicant and the end-user and where the functions normally found in a single employing entity are re-distributed between two entities, each of which denies that it is the employer. Thus, while the end-user is the real and immediate recipient of the work done by the applicant, the employment agency is made responsible for paying remuneration to the applicant and for arranging other benefits usually associated with employment, such as sick leave and holiday pay. If there were no interposed employment agency there would be no doubt that, even in the absence of an express contract, Mrs Dacas worked under a contract of service with the Council: it was managing and controlling work done by her in the mutual expectation that she would be paid for what she was told to do and had in fact done. So what difference does the presence of the employment agency really make to the status of Mrs Dacas? Does it mean that, although working under the daily control of the Council, she was an employee of Brook Street, who supplied her services to the Council? Or does it mean that she was not an employee of anyone?
51. In addressing those questions I should make it clear that there is nothing unlawful or wrongful in what Brook Street, as the employment agency, and the Council, as the end-user, are evidently seeking to achieve for their own mutual advantage: that, if possible, Mrs Dacas works as a cleaner, but not under a contract of service with either of them. They are entitled to arrange their affairs with that lawful aim in mind. As in other areas of the law, however, they must be prepared, if and when the matter is contested, to meet the challenge of general interpretative principles that the legal nature and effect of connected or associated transactions and the documents evidencing them are not ascertained by considering them in isolation from each other or by divorcing them from their context. It is legitimate to have regard to the fact, if it be the case, that a series or number of transactions are intended to operate in combination with one another or are ingredients of a wider transaction intended as a whole.



10. The proposed structure overcomes many of the problems which were identified in Dacas; in that the contractual documentation entered into between Sugarman and People Pay will clearly identify the employer thus avoiding the need to seek to impose an implied contract between the worker and the hirer. The worker will be provided with all necessary employment rights as an employee of the joint employers. This will also simplify the situation for many employment tribunal cases where a contractor brings a claim against the agency and the umbrella company as first and second respondent because they are not aware of the identity of their employer. Frequently this issue has to be dealt with by way of preliminary hearing to decide who is the employer and therefore who is the correct respondent. With a joint employment contract between Sugarman and People Pay this would not be necessary.
11. The proposal is also not in conflict with the decision of the CAC in the matter of IWGB and University of London. The application brought by IWGB was effectively to extend the provisions of S296 Trade Union and Labour Relations (Consolidation) Act 1992 by adding a further limb to the definition of worker to include a situation where an individual has more than one employer. The reference to more than one employer was an extension / variation of the implied contract argument put forward in Dacas.
12. The CAC were not prepared to grant the application on the basis that there were already in existence specific written contracts identifying Cordant Security as the employer and it was not necessary or desirable to allow for workers within the same bargaining unit to have one trade union in respect of their "de jure" employer and a different trade union with their "de facto" employer.
13. The proposed arrangement between Sugarman and People Pay does not conflict with the arguments put forward before the CAC on behalf of Cordant or University of London, and is also in accordance with the decision in Dacas.
14. Sugarman and People Pay are not seeking to imply a contract of employment between the hirer and the worker or to establish a different contract between the de facto and de jure employer. What is proposed is that the employment relationship between the contractor as employee is clearly stipulated in the contract of employment which names the joint employers. In the circumstances there would be no need for an implied contract of employment with the hirer as all employment rights would be provided as between the employee and the joint employers.



MC2

EXAMPLE KEY INFORMATION DOCUMENTS

KEY INFORMATION DOCUMENT

WHEN USING PAYE (JOINT EMPLOYMENT)



This document sets out key information about your relationship with us as our employee, including details about pay, holiday entitlement and other benefits.

Further information can be found at peoplegroupservices.com/agency/about-us/. Upon acceptance of these terms and your assignment, further information will be available on your secure portal such as holiday entitlement, employee benefits and wellbeing services. Access details for the portal will be communicated to you under a separate email.

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:	KID Test Contractor
Name of employment business:	Aquinas Education Limited (Principle) & People PAYE Limited (Joint Employer)
Your employer:	As above
Type of contract you will be engaged under:	An employment contract (contract of service) - containing details of all your employment particulars, notice period and holiday entitlement.
Who will be responsible for paying you (if different from your employer):	People PAYE Limited will be the employer of record for PAYE purposes. However, both employers are liable for payment irrespective of payment being received from the hirer.
How often you will be paid:	Weekly
Expected pay rate:	A weekly gross taxable payment of £500.00
Deductions from your wage required by law:	Employees PAYE tax of £47.85, Employees National Insurance of £41.08 & Employees Pension of £19.00. Plus any statutory deductions such as a student loan.
Any other deductions or costs from your wage (to include amounts or how they are calculated):	My Wallet Benefits £0.00
Holiday entitlement and pay:	Holiday is accrued at 12.07% (28 days including bank holidays), which equates to a pre-tax gross of £53.85 per week. This amount is accrued per pay period, however, you have chosen to have this paid out each period that you have worked.
Any fees for goods or services:	£0.00
Additional benefits:	£0.00

EXAMPLE PAY

Weekly gross pay:	£500.00
Deductions from your pay required by law:	Employees PAYE tax of £47.85, Employees National Insurance of £41.08 & Employees Pension of £19.00. Plus any statutory deductions such as a student loan.
Any other deductions or costs taken from your pay:	My Wallet Benefits £0.00
Any fees for goods and services:	£0.00
Example pay after deductions (not including any ad-hoc deductions):	£392.07

FURTHER INFORMATION

[Guidance for Workers: Who is your first point of contact for typical issues and questions?](#)

[Explanation of Joint Employment](#)

[Information about My Wallet Benefits](#)

KEY INFORMATION DOCUMENT

WHEN USING UMBRELLA



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

Further information can be found at peoplegroupservices.com/agency/about-us/

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:	KID Test Contractor
Name of employment business:	Aquinas Education Limited
Name of umbrella company:	People Umbrella Limited
Your employer:	People Umbrella Limited
Type of contract you will be engaged under:	An employment contract (contract of service)
Who will be responsible for paying you:	People Umbrella Limited
How often the umbrella company and you will be paid:	Weekly

UMBRELLA COMPANY PAY INFORMATION

You are being employed and paid by People Umbrella Limited who will calculate your tax and other deductions and then pay you for the work undertaken for the hirer. Aquinas Education Limited will still be finding you assignments.

The money earned on your assignments will be transferred to People Umbrella Limited 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 will show you as an employee of People Umbrella Limited.

Name of umbrella company:	People Umbrella Limited
Any business connection between People Umbrella Limited, Aquinas Education Limited and the person responsible for paying you:	None

1	Expected or minimum gross rate of pay transferred to People Umbrella Limited from Aquinas Education Limited:	£600.00
2	Any other deductions from umbrella income (to include amounts or how they are calculated):	Umbrella margin of £14.50. This margin is deducted from the gross amount transferred and legal deductions are made against the remaining figure of £585.50
3	Employer reductions from umbrella income required by law:	Employers National Insurance of £49.36, Apprenticeship Levy of £2.51 and the entire 8% statutory pension contribution of £30.64, People Umbrella Limited pays both employer and employee contributions
4	Holiday entitlement and pay:	Holiday is accrued at 12.07% (28 days including bank holidays), which equates to a pre-tax gross of £54.17 per week. This amount is accrued per pay period, however, you have chosen to have this paid out each period that you have worked.
5	Expected or minimum rate of pay to you:	A weekly gross taxable payment of £502.99
6	Deductions from your wage required by law:	Employees PAYE tax of £52.25, Employees National Insurance of £41.47 & Employees Pension of £0.00 (see 3 above). Plus any statutory deductions such as a student loan.
7	Any other deductions or costs from your wage (to include amounts or how they are calculated):	My Wallet Benefits £0.00
8	Any fees for goods or services:	£0.00
9	Additional benefits:	£0.00

EXAMPLE PAY

	See Above	Umbrella Fees
Example gross rate of pay to People Umbrella Limited from Aquinas Education Limited:	1	£600.00
Any other deductions or costs taken from umbrella income:	2	£14.50
Deductions from umbrella income required by law:	2 + 3	£97.01

	See Above	Worker Fees
Example rate of pay to you:	5	£502.99
Deductions from your pay required by law:	6 (Tax / NIC / Pension)	£93.72
Any other deductions or costs taken from your pay:	7	£0.00
Any fees for goods and services:	8	£0.00
Example net take home pay (including holiday pay but excluding ad-hoc charges):	The amount you receive	£409.27

KEY INFORMATION DOCUMENT

WHEN USING PEO (SOLE EMPLOYMENT)



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

Further information can be found at peoplegroupservices.com/agency/about-us/

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:	KID Test Contractor
Name of employment business:	Aquinas Education Limited
Name of umbrella company:	People PAYE Limited
Your employer:	People PAYE Limited
Type of contract you will be engaged under:	An employment contract (contract of service)
Who will be responsible for paying you:	People PAYE Limited
How often the intermediary and you will be paid:	Weekly

INTERMEDIARY COMPANY PAY INFORMATION

You are being employed and paid by People PAYE Limited who will calculate your tax and other deductions and then pay you for the work undertaken for the hirer. Aquinas Education Limited will still be finding you assignments.

The money earned on your assignments will be transferred to People PAYE Limited 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 will show you as an employee of People PAYE Limited.

Name of intermediary company:	People PAYE Limited
Any business connection between People PAYE Limited, Aquinas Education Limited and the person responsible for paying you:	None

1	Expected or minimum gross rate of pay transferred to People PAYE Limited from Aquinas Education Limited:	£500.00
2	Any other deductions from intermediary income (to include amounts or how they are calculated):	None
3	Employer deductions from intermediary income required by law:	None
4	Holiday entitlement and pay:	Holiday is accrued at 12.07% (28 days including bank holidays), which equates to a pre-tax gross of £53.85 per week. This amount is accrued per pay period, however, you have chosen to have this paid out each period that you have worked.
5	Expected pay rate:	A weekly gross taxable payment of £500.00
6	Deductions from your wage required by law:	Employees PAYE tax of £47.85, Employees National Insurance of £41.08 & Employees Pension of £19.00. Plus any statutory deductions such as a student loan.
7	Any other deductions or costs from your wage (to include amounts or how they are calculated):	My Wallet Benefits £0.00
8	Any fees for goods or services:	£0.00
9	Additional benefits:	£0.00

EXAMPLE PAY

	See Above	Intermediary Fees
Example gross rate of pay to People PAYE Limited from Aquinas Education Limited:	1	£500.00
Any other deductions or costs taken from intermediary income:	2	£0.00
Deductions from intermediary income required by law:	2 + 3	£0.00

	See Above	Worker Fees
Example rate of pay to you:	5	£500.00
Deductions from your pay required by law:	6 (Tax / NIC / Pension)	£107.93
Any other deductions or costs taken from your pay:	7	£0.00
Any fees for goods and services:	8	£0.00
Example net take home pay (including holiday pay but excluding ad-hoc charges):	The amount you receive	£392.07

MC 3

ASSIGNMENT RECONCILIATION UMBRELLA



Assignment Reconciliation

Private & Confidential

REFERENCE: CPL043950 2050 7887667

Mr Clive Andrew Niall
69 MUNDANIA ROAD
LONDON
SE22 0NW

Tax Code	1292L
National Insurance Number	WE683492C
Payment Frequency	WEEKLY
Week Ending Date	12 Mar 2021
Tax Paid to Date	£1,828.80
Gross Pay to Date	£21,576.80
Number of periods	1

Assignment Reconciliation for the Period

Agency/Client	Name of Workplace	Hours	Days	Rate	Total
Academics Limited	Assignment 1		1.00	£210.00	£210.00
Academics Limited	Assignment 2		1.00	£210.00	£210.00
Academics Limited	Assignment 3		1.00	£210.00	£210.00
		Total :	3.00		£630.00
				Net Total Invoiced:	£630.00

Please notify us and your agency immediately if you feel that these details are not correct or if you are missing any hours worked.

The pay rate we receive from your agency has been uplifted from the equivalent PAYE rate to take account of the employer items we are required to deduct. Employer items are taken from the 'Net Total Invoiced' and are for work done by you the worker as an employee of People Umbrella 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. For more information, [follow this link](#) to read a helpful document from the Low Incomes Tax Reform Group.

Employer Items	Deductions	Additions	Balance
Employers Margin	£5.00		£625.00
Employers Margin is the deduction we make for our service. It covers all statutory payments such as sick pay and maternity pay, employers insurances, administration costs and bank charges. This margin is taken from the money that we invoice the Agency or End Client. Please note this is never paid by you the employee.			
Pension Contribution this period	£33.44		£591.56
We provision for your pension contribution in full.			
Employment Costs Show	£53.60		£537.96
Employment costs include employers national insurance, and apprenticeship levy contributions where applicable. These are standard employment overheads that all employers are legally obligated to meet.			
Holiday Accrued this Period	£57.94		£480.02
Holiday Released on Request		£57.94	£537.96
Holiday pay this period – As the employer we are obligated to make provision for paid holiday. This is met from the total invoice amount and deducted and set aside until requested at a rate of 12.07%. Similarly, this means a statutory 28 days per annum (pro rata) or 5.6 weeks (pro rata). It is strongly advisable to take your holiday pay during period when you are not working. Your holiday year runs from 1st September to August 31st annually, unless specified in your individual contract.			

	Gross Taxable Pay:	£537.96
 PAYE Tax	£58.00	£479.96
PAYE tax – Pay As You Earn tax is the tax that you are required to pay to HM Revenue and Customs on your earned income. Levels, tax free amounts and thresholds are determined by your tax code which is issued by HM Revenue and Customs directly. If you feel this is incorrect you must contact HMRC personally. People Umbrella cannot change your tax code unless instructed to do so by HMRC.		
 National Insurance (A)	£42.59	£437.37
National Insurance - is a contribution to state benefits and is applicable to all employees aged over 16 on earnings above the weekly earnings threshold. Please refer to HMRC tax rates to confirm the threshold.		
	Net PAY:	£437.37
	TOTAL PAY:	£437.37
	Payment on 18/03/2021:	£437.37
	Total Amount PAID to BANK:	£437.37

Holiday Accrued this Period 0.32 Days Taken 0.32 Days Current Holiday Entitlement as of 22/06/2022 0 Days



The holiday year runs from 1st September to 31st August. Please ensure that you take your holiday entitlement **when you are not working**. Holiday **cannot** be carried forward to the next year or paid in lieu except in exceptional circumstances.



Holiday calculation where no fixed hours of work:

You are entitled to a minimum of 20 days + 8 bank holidays a year = 28 days or 5.6 weeks (working 5 days per week)

That means that you can only work for the weeks you aren't on holiday, which is for 46.4 weeks (52 weeks - 5.6 weeks)

In those 46.4 weeks you have to accrue 5.6 weeks of holiday, which is 5.6/46.4 as a percentage, which is 12.07%

Therefore the holiday entitlement of 5.6 weeks is equivalent to **12.07%** of your Gross Taxable Pay

Working for 5 full days in a week would accrue approximately 0.5 days of holiday

MC4

ASSIGNMENT RECONCILIATION PEO – JOINT



Assignment Reconciliation

Private & Confidential

REFERENCE: PEO008534 2052 7921329

Mrs Lisa Jane Williams
6
Blenheim Court
STOKE-ON-TRENT
ST7 2BY

Tax Code	1250L
National Insurance Number	JH873069B
Payment Frequency	WEEKLY
Week Ending Date	26 Mar 2021
Tax Paid to Date	£0.00
Gross Pay to Date	£7,622.90
Number of periods	1

Assignment Reconciliation for the Period

You are jointly employed by People PAYE and the named agencies below unless "SE" appears in front of the agency name, where you are solely employed by People PAYE

Agency/Client	Name of Workplace	Hours	Days	Rate	Total
CTA Supply Limited	Assignment 1	25.00		£12.00	£300.00
Total :		25.00			£300.00
				Net Total Invoiced:	£300.00

Please notify us and your agency immediately if you feel that these details are not correct or if you are missing any hours worked.

	Deductions	Additions	Balance
Holiday Accrued this Period	£32.31		£267.69

Holiday pay this period – As the employer we are obligated to make provision for paid holiday. This is met from the total invoice amount and deducted and set aside until requested at a rate of 12.07%. Similarly, this means a statutory 28 days per annum (pro rata) or 5.6 weeks (pro rata). It is strongly advisable to take your holiday pay during period when you are not working. Your holiday year runs from 1st September to August 31st annually, unless specified in your individual contract.

Gross Taxable Pay: £267.69

PAYE Tax	£0.00	£267.69
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PAYE tax – Pay As You Earn tax is the tax that you are required to pay to HM Revenue and Customs on your earned income. Levels, tax free amounts and thresholds are determined by your tax code which is issued by HM Revenue and Customs directly. If you feel this is incorrect you must contact HMRC personally. People Umbrella cannot change your tax code unless instructed to do so by HMRC.

National Insurance (A)	£10.16	£257.53
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National Insurance - is a contribution to state benefits and is applicable to all employees aged over 16 on earnings above the weekly earnings threshold. Please refer to HMRC tax rates to confirm the threshold.

Net PAY: £257.53

TOTAL PAY: £257.53

Notes

Sort Code 30 -90 -87

Agency Uplift 0.00 0% | 10% | 13.8%

Key Information Document Checks

Sorry, you cannot send a KID yet

 upload files

Convert Competitor Umbrella to PEO +

Days Per Week: 5.00

IR35 - Your Assignment ☐ Outside IR35 ☐ Caught by IR35.

Private Pension

Company Details

PSC/PS Pro Information[email](#) | [print](#) | [view](#)

email | 1

email | 1

People
Umbrella, Pro
or PAYE [print](#) | [view](#)

Selected Product:

- ☐ Not Selected

Email notes:

Import

This lead has already been imported

Lead added by on 29th April
2022, 10:30

Detail	
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Add Comms



Personal Illustration

working through People PAYE

Prepared for:

Mr Matthew William John Nuttall
55
Olive Lane
DARWEN
BB3 0ET

Personal Details

Tax Code BR
Daily Rate ~~£~~ £80.00
Days Per Week ~~5~~ 5
Illustration Date Friday 1st Jul 2022

Useful Information (Please READ)

Holiday Pay:

Holiday pay is automatically accrued and retained until it is requested. You were asked if you would like this retained or paid out every payroll, you elected for this to be **accrued until requested**

Pensions Act:

As your employer we have to comply with the Employers Pension Scheme. In short, we have to auto enrol all eligible individuals and take contributions at source. As a result we will also contribute to your pension pot. For more information check our FAQs at <https://peoplegroupservices.com/contractors/faqs-contractors/>

People PAYE Illustration

Standard PAYE

Total Gross	£ £400.00
Weekly Gross	£356.92
Holiday Pay Amount <i>retained until requested</i>	£43.08
Taxable Salary <i>(excluding Holiday Pay)</i>	£356.92
Deductions	
PAYE TAX	£71.38
Employee National Insurance	£22.12
NET PAY	£263.42 £
<i>Take-Home Vs Gross</i>	65.86%

**THIS IS NOT A
REAL PAYSLIP!**

DEMONSTRATION DOCUMENT

Total Annual Take-Home with People PAYE

£13,697.84

Assuming you work 52 weeks per year

Thank you for your recent enquiry to People PAYE.
If you are unsure about any aspect of this illustration please call us on: 0345 034 1530 - we will be happy to assist.
Important NOTE: As a Contractor, Employers NIC is paid directly to us by your Agency.

Please note that this illustration is based on your stated tax code and must be considered as a guide only

MC5

EMAIL TO CCS RE FRAMEWORK

Mark Clarke

From: Mark Clarke
Sent: 09 May 2022 12:45
To: 'John Wilson'
Cc: Terry Hillier
Subject: RE: FW: People Group - joint employment model and CCS - EASI [OC-OC_UK.FID4494840]
Attachments: Guidance_for_Audited_Education_Applicants_-_25.03.21.pdf; APSCo Compliance Education v6 April 2021.pdf

Good Afternoon John,

I would appreciate a response from CCS as to why it considered / considers that the supply of jointly employed workers is outside of the scope of its framework especially as a payroll company offering joint employment is clearly within the definition of Umbrella Company contained in the framework documentation.

Whilst I appreciate that the confirmation from BEIS was received after the email – it is actually only confirmation, of our original position, that joint employment is not prohibited by the Employment Rights Act, Employment Agency Act or the Conduct Regulations all of which have been in force for some years.

In relation to the issue from the “AB perspective” I have set out my thoughts below.

The main requirements under the framework are set out in clause 12.

- The Supplier (as defined this is the Agency named on the Framework Award Form, not both Joint Employers as they are only responsible for the Employment responsibilities) is required to carry out requisite safeguarding and pre-employment checks in accordance with clauses 12.3 - 12.8. the Supplier would still be doing this under joint employment
- Suppliers are also required to hold industry standard accreditation from an approved AB (12.19.1).
- The AB is “responsible for auditing Suppliers to ensure compliance with the safeguarding and pre-employment checks. In accordance with paragraph 12.7, 12.8 and 12.9, Suppliers must provide Accreditation Bodies, Buyers and the CCS access to the Worker files whenever requested”.(12.19.4)

Where a Supplier decides to pay the worker under clause 6.2.2 “ Umbrella company worker, paid by the umbrella company” the Supplier would still have to comply with clause 12 and hold accreditation from an AB. The AB would audit the Supplier as required under 12.19.4 – but this does not include auditing the Umbrella company to any extent. The AB may ask to see contracts of employment / payslips / RTI information and the terms governing the contract between the agency and the Umbrella but these would all be provided by the agency – they do not audit the Umbrella.

So if pay through an Umbrella Company is approved and this doesn’t involve the Umbrella company being audited by the AB – why should joint employment be any different?

Certainly the REC as an AB does not audit payroll companies – firstly as they only audit REC members and they have advised us that membership is only open to employment businesses. They have not explained why they do not consider that an Umbrella Company is an “employment business” as defined by the 1973 Act; “For the purposes of this Act “employment business” means the business (whether or not carried on with a view to profit and whether or not carried on in conjunction with any other business) of supplying persons in the employment of the person carrying on the business, to act for, and under the control of, other persons in any capacity.”

Secondly they do not have any experience or expertise in auditing payroll companies and the payroll function – to date they have relied upon other industry bodies to carry out this function e.g. FCSA / Professional Passport. People Group payroll activities are audited by Professional Passport (Professional Passport is an AB for payroll services under the MSTAR3 framework).

I have attached a copy of the REC's Guidance for Audited Education Applicants which I am sure you are familiar with – I have copied the six key areas of the audit which would result in an audit fail below for ease of reference (p18) – none of these areas require the Umbrella company to be audited – so why is it different in joint employment?

What are the six key areas?

- File sampling – a failure to carry out any of the following checks on a work-seeker prior to placing them with a client – identity check, Children's Barred List check, Enhanced DBS check, prohibition from teaching check, further checks as required (for individuals who have lived/worked outside the UK), professional qualifications, references and right to work in the UK.
- DBS/Update Service – a failure to implement REC policy in this area relating to both new registrations and on an ongoing basis i.e. at least annual checks via the Update Service/new DBS checks (some agencies are still in the process of "migrating" workers to the new regime but there should be evidence that you are "migrating" the workers with an approximate end date as to when all will be migrated across)
- Written assignment details to work-seekers – a failure to have such a process in place
- Induction and training for staff – a failure to have a structured and substantial induction and training programme in place.
- Guidelines that make standards of practice clear to staff – a failure to have any written guidelines/operating processes in place.
- Information to schools regarding checks carried out on a worker (education only audits) – failure to have such a process in place.

Indeed throughout the 18 pages of the audit guidance document there are limited references to Umbrella companies – page 11 regarding the provision of KID's, page 12 where work seekers will be employed and paid by an umbrella company, page 14 notifying Clients that umbrella company workers will be supplied. None of these references require the umbrella company to be audited or for policies to be reviewed.

The requirements where an agency uses in house PAYE for KID documents / Contracts with work seekers and written statements of particulars can all be met by sample contracts being provided in a joint employment scenario.

I am not aware that APSCO as an AB audit the payroll aspects either.

The APSCO guidance is 30 pages and makes no reference to Umbrella companies at all. I understand APSCO is also an AB for the CCS Framework.

Please can you confirm your position on the following:

- The use of joint employment where the worker is employed by and paid through an umbrella company is no different in terms of AB accreditation under the framework requirements than those where there is a standard umbrella company sole employment arrangement?
- There are no specific "payroll" AB accreditation requirements under the framework where a Supplier uses in house PAYE model and employs the workers direct? (If the REC do need to check payslips and RTI information under the framework then this information would be available if they requested it from the Supplier.)
- The framework requirements stipulate that only the Supplier needs to be audited and so surely this can still be carried out by the AB in a joint employment scenario?

I understand that the REC have suggested that they cannot sign off a joint employment model because they have not audited both parties to the joint employment model and that they would not want a party that they have not audited using "Rec Approval / Audited" .

In terms of the possible threat of misuse of the "Rec Accreditation / audited / approval" markings – surely this would be something for the REC to action direct with the company allegedly infringing copyright / misleading people by claiming to have the specific approval – rather than "enforcement" through the CCS framework by saying that they will not audit such a model even though it apparently complies with all of the framework's specified requirements? I note that the REC issued its update on joint employment within a month of the publication of the

FCSA code stating that FCSA members cannot use joint employment. Obviously the FCSA & REC's positions may have changed in light of the confirmation that BEIS have issued.

I look forward to hearing from you with answers to the questions above and any further thoughts on the use of joint employment. If you need any other information from me please email me.

Regards

Mark Clarke

Legal & Compliance Officer

From: John Wilson [mailto:john.wilson@crowncommercial.gov.uk]

Sent: 03 May 2022 17:08

To: Mark Clarke <mark.clarke@peoplegroupservices.com>

Subject: Re: FW: People Group - joint employment model and CCS - EASI [OC-OC_UK.FID4494840]

Hi Mark

Thanks for your email, and copying me into the one just now (addressed for Kevin's attention) - are the questions asked for Kevin, or are you wanting a response from CCS?

I will need to understand the position from an Accreditation Body (AB) perspective - will the AB have access to the relevant documentation to conduct an audit fully, and will they be willing to award certification where they are providing recruitment services in conjunction with another business which has not been audited?

Regards

[Image removed by sender.]

John Wilson

Pronouns - he / him

Commercial Agreement Lead

Crown Commercial Service

The Capital, Old Hall Street, Liverpool, L3 9PP

Customer Service Centre: info@crowncommercial.gov.uk<mailto:info@crowncommercial.gov.uk> 0345 410 2222

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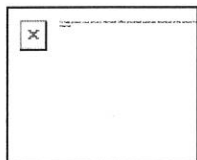
Mark Clarke

From: John Wilson <john.wilson@crowncommercial.gov.uk>
Sent: 26 May 2022 10:32
To: Mark Clarke
Subject: Re: FW: EASI- People Group - Joint-Employment model - Employment Agencies Act 1973 [OC-OC_UK.FID4494840]

Morning Mark

Thanks for sending the information through. As discussed on the call on Tuesday, I cannot make any amendments to any of the documentation until the procurement is awarded, and I will speak with other stakeholders following the response you received between now and then to agree a position. Once that is agreed I will contact you.

Regards



John Wilson

Pronouns - he / him

Commercial Agreement Lead

Crown Commercial Service

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On Wed, 25 May 2022 at 17:00, Mark Clarke <mark.clarke@peoplegroupservices.com> wrote:

Hi John,

Please see email below.

Part A is the relevant part as far as the regs are concerned.

Part B is in response to the point that umbrella companies are within the definition of an employment business under the EEA 73

Part C was to ensure we didn't say anything in our marketing material which was controversial and we will seek clarification on this.

MC6
JOINT EMPLOYMENT

Subject: PEO Partnership: Pertemps - Meeting Today

Date: Thursday, 11 January 2018 at 23:55:05 Greenwich Mean Time

From: suhail mirza on behalf of suhail mirza

To: Nicola Barr

CC: Jason Medcalf, Terry Hillier, david@goworky.com, jadenisbet@pertemps.co.uk

Hello Nicola

As always a real pleasure to see you today and we all enjoyed meeting you, Jade and the team. Refreshing as ever was your candour and clarity.

Clearly the timing appears to be ideal to explore partnering with you not only in Scotland but potentially across the UK network. There was also a clear alignment in values between our businesses which is vital for any successful long term partnership.

VALUE ADD PEO PARTNERSHIP

The combination of the “end to end” Capella technology platform and the PEO (PAYE) suite of services can , we are confident, help your goals in Scotland (and beyond) to:

(1)attract and retain candidates

- the anytime wage service in particular is likely to help develop longevity of Candidate relationship with you
- the breadth of the suite of benefits acts to be a differentiator

(2) differentiate yourselves with clients.

- permitting you to showcase supply chain risk (all payment are PAYE)
- offer bespoke “talent pool” services direct to certain clients via a “client portal”

As discussed our offering can be “white labelled” so that it is your brand that is ubiquitous; and the suite of additional benefits be extended to suite the various cohorts within talent pools as you deem apposite.

NEXT STEPS

I think the two clear next steps we agreed(and as Terry promised ; we shall indeed follow up stridently with you) were:

1. Group Level Leadership Meeting

- you have kindly agreed to facilitate our presenting to the (relevant and best members of) nationwide board at Pertemps.
- terry and Jason will liaise with you direct to align diaries that suit you best

2. Immediate PEO Payroll offering to candidates

- Jade mentioned the attraction to you of potentially migrating those contractors currently using a variety of umbrella services to our PAYE model (which we can show will increase

their net earnings) and Jason will liaise with Jade in this respect.

- furthermore the contractors you currently have on your payroll/PAYE could also potentially be offered our PEO/PAYE service(which offers anytime wages and the suite of benefits)subject to our legal officer confirming the “co-employment” status which is pertinent to your various large volume contracts with clients.

Conclusion

Fabulous to see you again and we are excited about the creative value add that a partnership with you can deliver. It is a seminal moment in the recruitment sector and we believe that it offers exceptional opportunities for those with vision. We would love to meet again soon to build on our energy from today.

Regards

Suhail Mirza
Non-Executive Director

RACS Group
T: 0345 604 0571
M: 07866 103 164
F:0845 604 0573
W: www.racsgroup.com

Dear Kevin,

Request for meeting – VAT implications of proposed new business

You know the RACS business from our past discussions. You may also know that the new 'Chapter 10' rules, the so called public sector IR35 regime (for ease, referred to as 'PSIR35' below), have affected the marketplace for intermediaries very significantly.

Public sector end users now need reassurance that they are not accruing PAYE and NIC liabilities when they use staff employed by intermediaries, and they require certainty on costs, so a number of agencies with which RACS has business relationships and which supply staff into the public sector have asked RACS to create a business model that keeps all parties compliant but (a) takes the responsibilities of employment and remuneration of temporary staff away from the end users and (b) enables them to provide certainty on costs to their clients. The agencies also prefer to adopt a model that shelters them from the risks of the new PSIR35 regime.

We have prepared what we think is the right product to meet that market demand, but in view of past discussions, and the fact that some PSIR35 cases involve supplies to VAT-exempt end users, we would like to discuss the proposed product with you. We should be happy to come up to Longbenton at a time to suit your diary, but as soon as is convenient.

Outline

We have now reorganised the business to operate in a formalised group structure with Recruitment and Contractor Services (RACS) providing the "back office" services to each of the individual payroll product corporate entities.

An organogram is enclosed to give you a brief picture of the various businesses drawn together in the new group and the contractual relations between Hirer / Agency / Payroll entity / Contractor.

The key issue for the agencies who use RACS services is that they must be the named employer on any contract with a public sector body ('PSB') for a supply of staff, because the PSB is seeking to ensure it is never going to be held liable for the payroll deductions. However, the agencies also want to subcontract out as much of the employment administration as possible – they see themselves as middlemen, not employers themselves, and they do not have the infrastructure in staff or software to act as employers. The two conflicting requirements, i.e., to be a named employer but not have to act as the employer, called for a solution that RACS is now proposing to offer.

To meet these two incompatible objectives of the agencies supplying PSBs, RACS now has a fellow subsidiary called People PAYE Ltd ('PPL'). It is proposed that PPL and each agency will enter into a joint employment agreement with each worker, so that both are joint - employers. A table showing a list of how the responsibilities of each joint - employer will be allocated is attached. The worker does not have his own limited company, and there is no umbrella company in the structure: the agency and PPL will directly employ the worker supplied to a PSB.

PPL will take on payroll and most of the HR support, and it is proposed to agree a flat percentage addition to the worker's pay, negotiated for each end user contract, to cover all the employment

on-costs, such as employer NICs, employer pension contributions, apprenticeship levy, statutory payments (SSP, SMP, etc), and directly associated operating costs.

The aim is for the PPL business to attract the agencies and workers to the RACS portfolio of businesses with this new model. PPL itself should break even, year-on-year, but other group companies aim to make money out of the relationships. RACS will charge PPL, and its other payroll vehicles, for its back office services, Contractor Wallet will provide benefits in kind, and PPL's cost arising from these contracts will be built in to the proposed flat rate.

VAT uncertainty

We would like to discuss the proposals with you (a) to ensure the VAT treatment is compliant and (b) reassure HMRC that there is no VAT avoidance motive in the proposed model.

Firstly, the workers will be jointly employed by an agency and PPL. As we read VAT Notice 700/34, the agency will invoice the end user with VAT (except where the agency nurse concession applies in health sector contracts), PPL will pay the workers everything to which they are entitled, and will recharge the PPL costs to the joint - employer agency as a disbursement, with no VAT implications.

The practical difficulty we foresee is that PPL will not know the exact cost from period to period, and will have to reconcile the ins and outs at longer intervals than monthly accounting periods. The fees to the end users will be wage costs plus the flat X%, but PPL will have to deal with accruals and payments of holiday pay, statutory payments and recoveries, the costs recharged by other entities, insurance premiums and recoveries, CPD costs, potential tribunal costs, etc. This means that, in any particular period, there may be a surplus of fees recharged over costs incurred, so that PPL will seem to make a book profit. There will also be compensating periods when it appears to make a book loss, as adjustments are processed.

We are concerned that this may appear to be a charge for services to, rather than a disbursement for, the joint - employer, which might take the invoice outside the protection of the joint employment rules in Notice 700/34 and would make the model very complicated to administer. We would aim to reconcile the figures quarterly, but even that will not be totally accurate because some of the accrued income and costs will still cross quarter-ends. We would suggest that we carry out an overall annual reconciliation, as well as quarterly ones, to achieve as near accurate figures as possible and avoid having to separate out VATable surpluses and deficits in each period.

Secondly, the proposed model is not intended to, nor should it, decrease VAT flows to the Exchequer. As you will have gathered, there is a real commercial driver behind the proposed structure. The agency will be billing its end users with VAT added as usual, so the same monthly or quarterly remittances will be made whether or not the workers are treated as straightforward agency temps or as joint employees of the agency and PPL. Under the old umbrella structures, the agency would have been incurring input tax on supplies by the umbrella company (and remitting less to HMRC), while that umbrella company would have been remitting its own output tax, so in overall terms nothing changes except for there being a single remittance of the whole output tax instead of two smaller amounts from different taxpayers.

Supplies between companies in the RACS Group will be made within a VAT group, so administration will be simplified and there will be no VAT leakage at that level.

Conclusion

We believe the proposed business model will be VAT- and PAYE-compliant, which is exactly what RACS's clients require, and that the above outline of the structure and the issues that we foresee gives you enough to prepare some thoughts, so that we can meet for a discussion to answer any questions you might have.

We should be grateful if you would agree to meet with us as soon as possible. Please let us know a date that is most convenient for you and any relevant colleagues, and we will make arrangements to come up to Longbenton.

We look forward to meeting you.

Yours sincerely,

Mark Clarke

Sent: 31 October 2018 15:17

To: Andrew Houldsworth <Andrew.Houldsworth@racsgroup.com>

Cc: Mark Clarke <Mark.Clarke@racsgroup.com>; Terry Hillier <Terry.Hillier@valyrian.co.uk>; Jason Medcalf PeoplePAYE <jason.medcalf@peoplepaye.com>

Subject: RE: Apprenticeship Levy - Spencer Ogden

Hi Andrew

Under normal circumstances we would only be able to pass up 10% of our apprenticeship levy pot to any suppliers – i.e. Agencies.

Under People as joint employers Terry has said they would have access to our fund. I'm not sure they would have access to it all of it or just People's proportion because the fund is fed by 3 to 4 companies. That would be a legal question.

1. Yes we have access to our funds 24/7. I just have to log in.
2. Easy to access
3. We only have the funds available to us which we collect. We can only replace with what we collect and if someone passes onto to us as a 10% supplier (mentioned above).

£7k-£9k per head for 50 people (£450,000) would wipe out our apprenticeship levy funds so would not be able to pass it anywhere else.

Regards

Jonathan Poole
Finance Manager

MC 7

JOINT TO SOLE PEO contract



People PAYE Limited
and
Smile Education Limited
Joint Employers

Date: 19th October 2021

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

Miss Darshae McKenzie

PEO011051
94 Hathersage Road BIRMINGHAM West Midlands B42 2RY
07535 020279

JOINT CONTRACT OF EMPLOYMENT

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

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

By Terry Hillier (Authorised signature for and on behalf of the Joint Employers) on 19th October 2021 at 11:00.

Miss Darshae McKenzie

By Employee on 20th October 2021 at 18:36 [IP: 92.40.186.79] following secure login to Employee's portal on Employer's website by user name and password issued to Employee.

1. 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. No previous period of employment will count as part of your period of continuity with the company.

4. Where there is no preceding continuity of employment, this contract of employment is conditional on

1. You having the legal right to work in UK, and
2. Actual commencement of your first Client Assignment.

5. You will work on a flexible, "as required and agreed" basis

1. This contract does not create any obligation on the Joint Employers to allocate Assignments or provide work to you, and by entering into this contract you confirm your understanding that the Joint Employers makes no promise or guarantee of a minimum level of work to you.
2. There is no obligation on you to accept any Assignment that may be offered.
3. It is the intention of both you and the Joint Employers that there be no mutuality of obligation between us at any time when you are not performing an Assignment.

3. Duties (during Assignments, and between Assignments)

1. You are employed as a Teacher, 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 will perform and complete such Client Assignments as we may from time to time allocate to you and you may agree to undertake. An Employee Assignment Schedule will be issued to you for each Client Assignment, this will include details of the role and tasks to be performed, and the working location and working hours. Where an Employee Assignment Schedule includes details of qualifications which are required to perform the assignment, you confirm that you hold all of the required qualifications, licenses, approvals and memberships

4. We ourselves do not exercise (or assert the right to exercise) supervision and/or direction and/or control as to your manner of working whilst on a client assignment. Subject thereto, you will comply with all lawful instructions; with our working practices; standards; regulations and other reasonable requirements.

5. 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; and
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; and
4. You will report to the End Client, and to any other person they may 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 must notify us promptly if you become aware of any circumstances giving rise to the possibility of a claim against us as a result of any act, default or omission on your part, regardless of whether or not you yourself consider such claim might be justifiable.

2. AGENCY WORKERS REGULATIONS

1. You will promptly notify us in writing immediately upon it coming to your notice that you may have grounds for complaint concerning any aspects of such entitlements as you may have under the Agency Workers Regulations 2010, in order that we may have a proper opportunity to investigate and make any necessary changes.

2. When assessing your pay entitlement under regulation 5 of the Agency Worker Regulations 2010, regard shall be had to any official guidance to the Agency Workers Regulations 2010, any bonuses or commission paid will be taken into account as forming part of your pay.

3. If, in relation to any Client Assignment,

1. You have completed the Qualifying Period under regulation 7 of the Agency Worker Regulations 2010, and

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

3. PAYMENT

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

4. HOLIDAYS

1. Whilst working on assignment you will accumulate holiday entitlement. Your holiday entitlement is accrued by default, and paid upon your request.
 1. Holiday should be taken in a period when you are not also working. You should take natural breaks in your working year to comply with the working time directive and the health and safety policy.
 2. You may take any accrued paid holiday entitlement at any time, subject only to the requirements of any Client Assignment.

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

5. SICKNESS AND INJURY

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

6. HOURS OF WORK

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

7. PENSIONS

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

8. 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.

9. CONFIDENTIALITY

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

10. 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.

11. DISCIPLINARY AND GRIEVANCE PROCEDURES

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

12. TERMINATION

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

13. DISCLOSURE AND BARRING SERVICE ('DBS')

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

14. DATA PROTECTION ACT

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

15. 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.

16. PREVENTION OF BRIBERY AND CORRUPTION

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

17. PREVENTION OF THE FACILITATION OF TAX EVASION

1. The Joint Employer's takes a zero tolerance approach to tax evasion. You must not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country.

2. You must immediately report to the Compliance Officer or a director any request or demand from a third party to facilitate the evasion of tax, or any concerns that such a request or demand may have been made. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of your employment.

18. 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.

19. OTHER OBLIGATIONS OF EMPLOYEE

1. Vehicles

If you provide a vehicle for commuting or for use in connection with your work, you must ensure that your motor insurance includes the use of the vehicle for commuting and (where applicable) for business purposes, and you must on request provide us with a copy of your insurance certificate.

2. Integrity

You must maintain the highest standards of honesty and fair dealing in your work.

3. Warranty

You warrant that you are not subject to any restriction (whether contractual or otherwise) which might restrict you from fully performing any of the duties of your employment.

4. Staff Handbook

The Joint Employer's may publish a Staff Handbook containing detailed information about the procedures and policies. If the Joint Employer's does so you will be required to familiarise yourself with 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.

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.

20. GENERAL

1. Status

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

2. Retirement

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

3. Governing Law

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

4. Short Time, Flexible Working and Furlough.

Should circumstances arise whereby I am unable to perform any assignments fully or partially as a result of restrictions imposed by government and a statutory scheme is in place whereby my employer may wish to suspend me from work on a full or partial basis and receive assistance with the costs of my employment from the government that I agree to being placed on such scheme and

understand that my working hours and pay may be reduced accordingly during the continuation of the scheme. I will not perform work or services during times that I am on furlough. I will be paid my normal salary by my employer for hours worked otherwise I will comply with all of the scheme rules and will only perform such work and functions for my employer as may be agreed with them and permitted by the scheme regulations in place at that time. I will only be entitled to payments permitted under the scheme rules which will always be subject to the deduction of PAYE tax, employees NI and pension contributions and all other statutory deductions applicable to me.

5. Severance

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

6. Our right to change these conditions

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

7. Notices

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

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

8. Electronic signatures

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

9. Definitions

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

10. Entire Agreement

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

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

By Employer on 19th October 2021 at 11:00.

Miss Darshae McKenzie

By Employee on 20th October 2021 at 18:36 [IP: 92.40.186.79] following secure login to Employee's portal on Employer's website by user name and password issued to Employee.

ANNEX A. - DISCIPLINARY AND GRIEVANCE PROCEDURES

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

DISCIPLINARY PROCEDURE

1. 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.

2. 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.

3. 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.

GUIDANCE FOR WORKERS



Who is your first point of contact for typical issues and questions?

A unique feature of your joint-employment is that your Agency & People PAYE are jointly and severally liable for all responsibilities. This gives you not one, but two layers of protection and assurance of your statutory obligations and rights. The joint employers would also be legally responsible for any issues escalated to the Employment Agency Standards Inspectorate or an employment tribunal.

Your agency and People Group have agreed primary and secondary responsibility for the typical tasks and issues associated with work finding services and employment. The below table shows who you should contact in the first instance for typical tasks and questions.

Issue	Primarily Responsible Party	
	Agency	Employer of Record (PEO)
Registering for Temporary Work (provide personal information)	✓	
Provide work finding services to the worker (work-seeker)	✓	
Job applications	✓	
Compliance Process (pre-employment screening)	✓	
Employment Reference Checks	✓	
Key Information Doc questions	✓	
Professional Indemnity Insurance	✓	
Assignment notice questions & statements of particulars	✓	
Timesheet issues and questions	✓	
Pay rate negotiations	✓	
AWR rate queries	✓	✓
'On the job' issues (e.g. running late)	✓	
Workplace concerns	✓	
Relationship with Hirer	✓	
Contract Extension	✓	
Request leave for date unavailable within assignment period	✓	
Contract Termination	✓	
Processes the payroll		✓
Issues personal illustrations		✓
Registering for Payroll (provide personal information)		✓
Identity checks		✓
Employment contract questions		✓
Issue Employment contract		✓
Employs the worker (work-seeker)		✓
You will not be charged for any of our services		✓
Will process the work-seekers' (employee) wages under PAYE		✓
Payslip Queries (tax codes, deductions, student loan etc.)		✓
Pension Queries (opting out of auto-enrolment)		✓
Employee Benefit Queries (discounts, CPD, etc.)		✓
Requesting an advance of pay (Anytime Wage Service)		✓
Statutory claims (SSP, SMP, SPP)		✓
Book holiday & request payment		✓
Holiday queries		✓
Insurance cover for EL & PL and claims		✓
Workplace injury		✓
Other HR issues		✓
Resignation	✓	✓
Issue P60's		✓
Submit all RTI records to HMRC		✓
Payment to HMRC		✓
Payment to Pension Provider		✓
Request & Issue P45		✓
Any other questions not listed		✓



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)**,
- **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

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 complaint/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.

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



People PAYE Limited ('People')

Date: 5th April 2022

(Registered No 11098037)

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

Tel: 0345 034 1530

Email: info@peoplegroupservices.com

Miss Darshae McKenzie

PEO011051

94 Hathersage Road BIRMINGHAM West Midlands B42 2RY

07535 020279

CONTRACT OF EMPLOYMENT

incorporating particulars required by Employment Rights Act 1996

Comparator November 2020

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

By Terry Hillier (Authorised signature for and on behalf of People PAYE Ltd.) on 5th April 2022 at 12:00.

By Employee on 7th April 2022 at 11:18 [IP: 92.40.184.203] following secure login to Employee's portal on Employer's website by user name and password issued to Employee.

A. YOUR EMPLOYMENT

1. Preliminary

1. Before offering you employment, you will be required to provide documentation to evidence that you are legally entitled to work in the UK. By signing this contract you confirm that you are legally entitled to work in the UK without any additional immigration approvals, and you agree to notify your employer immediately if you cease to be so entitled at any time.

2. Intentions; Commencement and continuity of employment

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.
4. No previous period of employment will count as part of your period of continuity with the company.
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.
6. You will work on a flexible, "as required and agreed" basis
 - a. This contract does not create any obligation on the Company to allocate Assignments or provide work to you, and by entering into this contract you confirm your understanding that the Company makes no promise or guarantee of a minimum level of work to you.
 - b. There is no obligation on you to accept any Assignment that may be offered.
 - c. It is the intention of both you and the Company 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

3. Duties (during Assignments, and between Assignments)

1. You are employed as a Teacher, 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 contractors on our behalf.
3. You are not authorised and will not hold yourself out as being an Employee of the Agency or the Client.
4. You will perform and complete such Client Assignments as we may from time to time allocate to you. 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
5. We ourselves do not exercise (or assert the right to exercise) supervision and/or direction and/or control as to your manner of working whilst on a client assignment. Subject thereto, you will comply with all lawful instructions; with our working practices; standards; regulations and other reasonable requirements.
6. Whilst on Client Assignment,
 - a. you are seconded to work for the End Client, at the location, and for the duration, all as specified in the applicable Employee Assignment Schedule; and
 - b. you will work with all proper skill and care, and in a professional manner.
 - c. insofar as you may require supervision and/or direction and/or control, such supervision direction and control shall be provided and exercisable by the End Client;
 - d. you will report to the End Client, and to any other person they may specify,
 - e. you must comply with such reasonable requirements (such as timesheets, or electronic time recording system) as may be imposed by the End Client for recording and verifying all time so worked,
 - f. You will familiarise yourself with and comply with all of the End 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, Harassment and Bullying, Anti-corruption and Bribery, Telephone and Social Media, Internet usage, Whistle blowing,
7. You will comply with the End Client's requirements for notifying sickness, absence or holiday requirements.
8. 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).

9. You must notify us promptly if you become aware of any circumstances giving rise to the possibility of a claim against us as a result of any act, default or omission on your part, regardless of whether or not you yourself consider such claim might be justifiable.
10. 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.

B. AGENCY WORKERS REGULATIONS

1. You will promptly notify us in writing immediately upon it coming to your notice that you may have grounds for complaint concerning any aspects of such entitlements as you may have under the Agency Workers Regulations 2010, in order that we may have a proper opportunity to investigate and make any necessary changes.
2. When assessing your pay entitlement under regulation 5 of the Agency Worker Regulations 2010, regard shall be had to any official guidance to the Agency Workers Regulations 2010, any bonuses or commission paid will be taken into account as forming part of your pay.
3. If, in relation to any Client Assignment,
 1. you have completed the Qualifying Period under regulation 7 of the Agency Worker Regulations 2010, and
 2. the amount you receive in pay under that Client Assignment (calculated as set out in clause 2 above) exceeds that which you would have been paid if you had been engaged by the hirer for the position other than by using the services of a temporary work agency (the 'Excess'), and
 3. had you been engaged directly by the hirer, you would have received either or both of (a) a greater entitlement to paid holiday than that to which you are entitled under this employment contract, or (b) some other benefit which falls to be treated as pay under the Agency Workers Regulations 2010 (together, 'Shortfall'), then credit shall be given for the amount of the Excess against the Shortfall, and the amount of the Excess shall be considered to have been received by you on account of any entitlements you may have to receive the Shortfall.

C. PAYMENT

1. Your pay includes Salary and Commission; and in addition you may in certain circumstances be reimbursed eligible expenses as set out below.
2. **Salary:** We will pay you at an agreed hourly or daily rate which will not be lower than the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate, to commence when the first Client Assignment commences, for hours actually worked on Assignment or your daily rate based upon a 6 hour day or longer where we are notified that your standard day exceeds 6 hours, subject in all cases to you complying with all applicable Company procedures and requirements.
3. For the avoidance of doubt there is no obligation on any End Client to require you to work on any day, and no obligation on the us to make payment in respect of any day on which your services are not required.
4. Commission:
 1. In addition you will be considered periodically for a Discretionary Profit Sharing Bonus (DPSB), provided that:
 - a. you have, in the reasonable opinion of the Company, generated sufficient profits, as determined by the Company, to warrant the grant of such a Bonus; and
 - b. you have not breached the terms of this Agreement.
 2. 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 Bonus, this payment will be separately identified on your payslip as Commission.
5. You will be paid in arrears, directly into your bank account, unless otherwise indicated in your current Employee Assignment Schedule.
6. Reimbursement of Expenses: At the start of each Entire 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 in accordance with our current expenses policies, provided that:
 - we are satisfied that the expense claimed can legitimately be reimbursed without deduction of tax and NIC
 - both the nature of the expense and the amount are (where practicable, and where applicable) agreed in advance
 - you comply with our current rules and procedures for expense claims
 - the claim is (unless our current expenses policy states otherwise) 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. Deductions: We will make all necessary deductions from your salary as required by law, including pension contributions which may be required to be deducted when the auto-enrolment regime applies. If any money becomes lawfully due from you to us (including money that may have been overpaid to you in error), we may deduct all or part of such money from salary, expenses, or any other payments due from us to you. If we have advanced you monies against hours worked or your accrued paid leave entitlement, we may recoup that advance by deduction or set off against any payment due to you for salary or paid leave as and when you actually become entitled to receive such payment. If you are in breach of contract we may withhold the whole or part of any monies otherwise due to you in full or partial compensation for our losses resulting from your breach, provided that we may not withhold more than would be reasonable compensation for such breach.
10. If in breach of contract you terminate an Assignment without giving the full period of notice that you are contractually required to give, and if as a result the Client withholds part or all of any payment due to us in respect of services you have provided, we may withhold payment of a corresponding amount from any sums due to you (including salary or holiday pay).
11. 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).
12. If a motor vehicle made available to you by a Client suffers damage whilst is in your charge, and if after investigation you are found to be responsible for the damage, you will be liable for the cost of repairing such damage, up to a maximum of the excess applicable under the Client's motor insurance policy. Pending conclusion of the investigation, if the Client withholds part or all of any payment due to us in respect of services you have provided, we may withhold payment of a corresponding amount from any sums due to you (including salary); and if the investigation concludes that you were responsible for the damage, we may retain the cost of repair, up to a maximum of such excess.

D. HOLIDAYS

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

E. SICKNESS AND INJURY

1. We will make payments of such statutory sick pay as may be due to you in respect of any period of absence. Should you recover damages from any third party in respect of any period of absence you will repay any sums paid to you under this clause. We do not make any payment for sickness and injury beyond statutory sick pay as required by law. For Statutory Sick pay purposes qualifying days are Monday to Friday.
2. If you are absent from work for any reason and absence has not previously been authorised by us you must inform 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).

F. HOURS OF WORK

1. Client Assignments: 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.
2. You will cooperate and comply with such means of recording working time and expenses as we may reasonably specify from time to time.
3. 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.

G. WORKING TIME REGULATIONS AND EU DRIVERS' HOURS RULES

1. Definitions applicable throughout this section:

1. 'EU Drivers' Hours Rules' means the Community Drivers' Hours Regulation (EC) 561/2006
2. 'Periods of Availability' means periods of waiting time as defined under the Road Transport (WT) Regulations, namely periods of waiting time the duration of which is known about in advance by you. Such periods of time consist of time spent when you are not required to remain at your workstation, but must be available to answer calls to start or resume driving or other work on request; and the period and the foreseeable duration is known in advance, either before departure or just before the start of the period of availability in question.
3. 'Road Transport (WT) Regulations' means the Road Transport (Working Time) Regulations 2005 or any other Regulations that supersede or replace these Regulations.
4. 'Mobile Worker' means any worker forming part of the travelling staff, including trainees and apprentices, who is in the service of an undertaking which operates transport services for passengers or goods by road for hire or reward or on its own account;
5. 'Other Work' means all activities which are defined as working time under the Working Time Directive except driving and includes any work within or outside the transport industry where you are not at the disposal of us or of the Client;

2. Unless you are a Mobile Worker working in operations that are subject to EC Drivers Hours Rules, or are working in an industry to which other special rules apply:

1. 'Working Time' means working time as defined by the Working Time Regulations 1998 as amended ("WTR") as amended.
2. Unless you have otherwise indicated in Annex A, you hereby agree that the 48 hour limit specified in the Working Time Regulations 1998 shall not apply to your employment, provided that you have the right to give us three month's notice in writing to withdraw such agreement.
3. If you withdraw such agreement, the Company must ensure that it does not offer you work which would result in you working for more than 48 hours in any week. You must keep the Company informed of the hours that you work for third parties so that it can comply with this obligation.
4. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of your Working Time for these purposes.

3. If you are a Mobile Worker and are working in operations that are subject to EC Drivers Hours Rules:

1. 'Working Time' means working time as defined by the Road Transport (WT) Regulations, namely, time consisting of those periods during which you are at your workstation at the disposal of us or the Client and exercising your functions or activities, and (where the Road Transport (WT) Regulations apply) such periods of time as are devoted to road transport activities, such as driving, loading, and unloading, assisting passengers boarding a vehicle, cleaning and maintenance of a vehicle, and all other work intended to enhance the safety of a vehicle, cargo and passengers or to fulfil the legal or regulatory obligations directly linked to specific transport operations.
2. The relevant reference period to calculate average Working Time used by the Employment Business will be a 17-week reference period as specified in the Road Transport (WT) Regulations.
 - a. The start date for the relevant reference period shall be the date on which you commence the first Assignment.
 - b. In certain circumstances, this reference period may be changed to a rolling 17-week reference period, in which case we will notify you in writing accordingly.
 - c. In addition, the relevant reference period used by us may be increased to 26 weeks if you enter into a valid collective or workforce agreement with us.
3. Time spent doing Other Work for any employer shall not be counted as rest for the purposes of the EU Drivers Hours Rules; and for these purposes, the number of hours worked by you during a week comprises
 - a. the total number of hours of Other Work for any employer except us and the Client,
 - b. Working Time for us and the Client, and
 - c. the total number of hours spent as Periods of Availability as defined under the Road Transport (WT) Regulations.

4. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of your Working Time or Periods of Availability and accordingly you will not be paid for such periods of time.
5. You must take all reasonable steps to comply with the EU Drivers' Hours Rules and the Road Transport (WT) Regulations, and observe all rules relating to the operation and maintenance of any vehicle, including those relating to the conduct of operation.
You must not accept or undertake any work that causes you to infringe the EU Drivers' Hours Rules or the Road Transport (WT) Regulations

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.
 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. Termination of a Client Assignment does not terminate your contract of employment.
2. You may not terminate your employment until any current Client Assignment can also be lawfully terminated by us. You may not terminate a Client Assignment without also terminating your contract of employment, without our written agreement. Subject thereto, this employment may be terminated by written notice as follows:

1. During the first month, either by you or by us with immediate effect
2. Until you have achieved two years continuous employment, either (a) by you giving us one week's notice, or (b) by us giving you one 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;
3. Your employment will automatically terminate, without any requirement for notice, if continuation of your employment would become unlawful, whether by reason of the expiry of any required work permit, or otherwise.
4. Your employment will automatically terminate, without any requirement for notice, on the first day on which both of the following statements are true:
 1. you have no current Assignment, and
 2. you have not worked on Assignment at any time during the last 12 weeks.
5. Nothing in this section shall prevent us from terminating the employment without notice and without making payment in lieu of notice, where we are justified in so doing.
6. 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.
7. 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

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

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. 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. The Joint Employer's may publish a Staff Handbook containing detailed information about the procedures and policies. If the Joint Employer's does so you will be required to familiarise yourself with 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.

Q. 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.

R. 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.

S. 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.

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. Not less than one month's written notice of any significant changes may be given by way of an individual notice or a general notice to all employees. Such changes will be deemed to be accepted unless you notify us of any objection in writing before the expiry of the notice period.

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 5th April 2022 at 12:00.

Miss Darshae McKenzie

By Employee on 7th April 2022 at 11:18 [IP: 92.40.184.203] 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

Please tick one of the boxes below and sign and date this form, and return it to People PAYE Limited

☐

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.

☐

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

Signed:

Print name:

Dated:

ANNEX B. - 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.

MC8

AGENCIES ON CCS CORRESPONDENCE



3rd DEC 2021 | 0345 034 1530 | [Visit our website](#) | [Send us an email](#)

Agency CCS & REC Acknowledgement

You may have recently received an email from the CCS Supply Teachers Team with subject **RM3826 – Joint Employment Model**.

We are writing to you as a number of teachers are presently engaged on a joint employment basis between your agency and People PAYE Limited (part of People Group Services). We want to reassure you and provide additional information relevant to your business.

The CCS email provides the below advice regarding supply of teachers through the framework:

"We have recently been made aware of an emerging 'joint employment model. The CCS Supply Teachers framework suppliers shall payroll workers as a PAYE worker via their own payroll, be paid by an umbrella company or as a limited company contractor inside IR35. This joint employer model falls outside the scope of delivery for workers supplied through the framework. No workers provided through the framework should be employed by you or a partnership arrangement in this way. If any workers are currently in a post through the framework their status should be amended immediately."

"CCS are in dialogue with colleagues at Employment Agency Standards Inspectorate (EAS) as they are reviewing the Conduct Regs in relation to this employment model. Please acknowledge receipt of this message, and respond to confirm that you have no workers employed through the framework using this arrangement."

Following conversation with the REC, People Group became aware that there were questions about joint employment on Tuesday 23 November. Immediately Terry Hillier (CEO), and Mark Clarke (Director of Legal and Compliance) began communication and holding meetings with the relevant authorities and bodies. The purpose of these discussions has been to provide information and answer questions sufficient for the relevant authorities to fully understand the joint-employment model and implications thereof.

Specific actions and dates so far:

- Meeting with the REC Standards Director on Wednesday 24 November
- Engagement of an independent specialist advisor on Wednesday 24 November

- Dialogue with the Employment Agency Standards Inspectorate entered into on Thursday 25 November
- Meeting agreed with the CCS on Monday 6th December
- Confirmation of reviewed and recognised status with HMRC
- Confirmation of audited status by independent body Professional Passport

It is our belief that the CCS email is most likely a result of a misunderstanding about the nature of the joint-employment, and the technical definition of the term 'umbrella company'. Based on feedback from EASI we are confident that the model will be confirmed as an appropriate engagement type by the highest expert authority within the Department for Business Energy & Industrial Skills (BEIS). We will communicate the outcome of the consultation as soon as this is reached.

In the meantime, we want to reassure you that joint-employment of workers has successfully taken place across numerous industries and roles in the UK for decades, and is recognised in tax law. Furthermore, the CCS email does not have relevance to teachers engaged outside of the CCS Framework.

We commit to communicating the outcome of conversations with EASI at the earliest opportunity. However if you have any immediate questions please contact our Director of Legal and Compliance Mark Clarke mark.clarke@peoplegroupservices.com
Phone: 01985 854086.

Is joint-employment an 'emerging model'?

The CCS email refers to joint-employment as an 'emerging' model. As background, People Group launched the joint employment PEO Model in 2017. The model has been reviewed and recognised by HMRC, and has successfully engaged and paid approximately 20,000 contingent workers in a joint-employment capacity alongside recruitment agencies throughout the UK. PAYE taxes and National Insurance are calculated and paid at correct levels on all employee gross earnings. All of the conditions for supply set out by Employment Agency Standards Inspectorate are observed by the joint-employment PEO Model.

Regards

People Group Service

0345 034 1530 | [Visit our website](#) | [Send us an email](#)

Registered Office:

People Group House, Three Horseshoes Walk, Warminster, Wiltshire. BA12 9BT
People Group Services Ltd, Registered in England No 11570329

Mark Clarke

From: Andrew Houldsworth
Sent: 28 June 2022 15:56
To: Michael Hillier; Terry Hillier
Cc: Mark Clarke
Subject: FW: PEO Joint Employment Legal Position Update

FYI

What is the update on when we expect a positive "official" announcement

Regards

Andrew Houldsworth
Business Development Director

From: "louise@class-solutions.co.uk" <louise@class-solutions.co.uk>
Date: Tuesday, 28 June 2022 at 11:26
To: Andrew Houldsworth <andrew.houldsworth@peoplegroupservices.com>
Subject: FW: PEO Joint Employment Legal Position Update

Hi Andrew

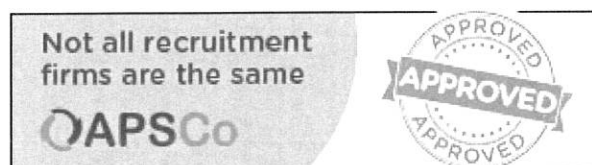
Hope you're well.

Has there been any update following on from the email below regarding CCS?

Louise Williams
Manager
CLASS Solutions
T: 01384 597585
M: 07496 198083
E: louise@class-solutions.co.uk
W: www.class-solutions.co.uk



EDUCATION RECRUITMENT SPECIALIST
Avalon House, 25 Zoar Street, Dudley, DY3 2PA



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Class Solutions is a Trading Name of Class Solutions Recruitment Ltd Registered in England No. 11028553

From: clientcare@peoplegroupservices.com <clientcare@peoplegroupservices.com>

Sent: 16 March 2022 12:51

To: louise@class-solutions.co.uk

Subject: PEO Joint Employment Legal Position Update



PEO Joint Employment Legal Position Update

FAO: Class Solutions Recruitment Ltd

Good afternoon,

Approximately 4 months ago we were told that our PEO Joint-Employment Model was unrecognised by Crown Commercial Services (CCS). Since then we have been in constant dialogue with BEIS, The Employment Agencies Standards Inspectorate (EASI) and industry leading legal specialists. We delighted to announce that after numerous zoom calls and a number of legal discussions we have received the following communication from BEIS (redacted accordingly) which confirms our understanding of the legal position when developing the product back in 2018:

Dear XXXXXX,

I am writing to you to set out our view of the joint employment arrangement that People Group operate with "employment business" and the employment of temporary work-seekers. I am sorry for the delay in writing to you on this topic.

I would like to thank for submitting examples of the documentation that People

Group use and for your time when we met with you and your legal advisor, XXXXXXXX.

We understand that a joint employment model can allow a small, or mid-sized employment business, to set up a joint venture/collaboration with People Group. Such a collaboration may well provide such employment businesses with HR and payroll compliance or support as well management of cashflow.

We have carefully considered this process and your documentation. In principle, our view is that a "joint employment" arrangement is not contrary to the provisions of section 13(2) of the Employment Agencies Act 1973 (which defines employment agency activity); or section 13(3) of the 1973 Act (which defines employment business activity).

It would seem from your documentation that a joint employment arrangement can be used in general employment relationships and also where an employment business is involved in providing work-finding services. I also take on board your view that joint employment works and that your contracts and relationships demonstrate that both "employers" are equally (jointly and severally) liable in relation to providing employment rights and compliance (including the 1973 Act and the Conduct of Employment Agencies and Employment Businesses Regulations 2003)...

.....

Regards

XXXXXXXXX



XXXXXXXXX
Head of Enforcement and Sanctions
Employment Agency Standards Inspectorate
Tel: 020 7215 5788 | Mobile: XXXXXXXXXX
XXXXXXXXX
Spur 1, 1 Victoria Street, London, SW1H OET

The letter does request some additional clarification on responsibilities surrounding the provision of KID documentation to which, we have responded. Once we receive final confirmation from BEIS that they are completely satisfied we expect CCS to follow

suit and in turn this should reassure all other accepted accreditation bodies from across the industry.

We will of course keep you updated on any further developments, but we think you'll agree that this confirmation, together with the confirmation already received from HMRC and our accreditation with Professional Passport firmly places People Group as the foremost provider of the PEO Joint-Employment in the UK.

As always, not all PEO Joint-Employment products are the same and there are some extremely intricate mechanics involved in running this correctly. Don't settle for second best!

Kind regards

People Group

0345 034 1530 | [Visit our website](#) | [Send us an email](#)

Registered Office:

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

People Group Services Ltd, Registered in England No 11570329

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