



People PAYE Limited
and
Agency Name
Joint Employers

Osborne Clarke reviewed (Revision Nov 2022)

Date: 8th May 2024

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Standard terms for a
JOINT CONTRACT OF EMPLOYMENT

incorporating particulars required by Employment Rights Act 1996

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

A handwritten signature in black ink, appearing to read 'T Hillier', written in a cursive style.

By Terry Hillier (Authorised signature for and on behalf of the Joint Employers) on 8th May 2024 at 10:37.

By Employee on 8th May 2024 at 10:37 following secure login to Employee's portal on
Employer's website by user name and password issued to Employee.

Standard terms for a JOINT CONTRACT OF EMPLOYMENT

incorporating particulars required by Employment Rights Act 1996

This document sets out the standard employment terms that will apply for each assignment you from time to time agree with the Joint Employers (each assignment being an "Assignment"). Details of each Assignment are set out in an assignment schedule for that Assignment in the form of, or otherwise including the details set out in, Annex B (the "Assignment Schedule").

This document and the relevant Assignment Schedule together contain a statement of the applicable terms of your employment for each Assignment as required by section 1 of the Employment Rights Act 1996.

Capitalised terms shall have, in relation to an Assignment, the meanings set out in the Assignment Schedule for that Assignment.

Who is your employer?

You will have noticed that two companies are named at the front of this contract. We have called one the "agency" {Merge: AgencyName} and the other the "employer of record" (People PAYE Limited). Those two companies are, jointly, your employers. In this document those two companies will be referred to jointly and individually as "we" and "us" and "ours" and "your employer" and "joint employers".

Who should you deal with about issues that arise under your contract?

We realise this is not a standard approach and that you may wonder which of the two joint employers you should approach with concerns or queries relating to your contract. The answer to this is that you are entitled to approach either of us with concerns or queries and we are each responsible to you for all of the obligations owed to you under this contract.

Having said that the two companies that are your joint employers will each deal with slightly different aspects of your employment and one rather than the other will usually be better placed to deal with the relevant issue depending on what is involved. As such you will get the best response to various issues if you look at the list at <https://portal.peoplegroupservices.com/samples/ghostbusters> which sets out which joint employer should be your first line of support for specific issues.

What are the statutory roles of the respective joint employers, and what statutory rights do you have?

The agency acts as an employment business and temporary work agency in relation to you. That gives you a range of rights and protections under the Agency Workers Regulations 2010, the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

The employer of record will also accept responsibility to comply with the obligations of an employment business in relation to you.

We are, in addition, together your joint employer and will each be jointly and severally liable to you in respect of the obligations owed to you under this contract (including for example the right to be paid) and employment legislation such as the Employment Rights Act 1996.

Why is your employment structured as joint employment by us?

We know that some old-style umbrella companies are regarded as having been mainly about helping to avoid tax. That is not what the joint employment model is about. This model is designed to help staffing companies via which you find work (and which are mainly good at finding work for people rather than running payroll) run payroll, benefits and employment matters cost-efficiently using the expertise and systems of an employer of record company, but without there being a lengthened contract chain under which the hirers and workers get confused about who the employer is and who they go after if there's a problem.

So, joint employment by us is a partnership of an employment business with the employer of record, operated in a way which offers reassurance and cost-efficiency to workers and hirers.

You may also (for assignments not related to ones covered by this joint employment contract) have a separate and additional sole employment contract with the employer of record for work carried out via a different employment business. Your payslip will identify sole employment earnings separately – denoted (SE).

1. YOUR EMPLOYMENT

1. Preliminary

1. Before we offer you (the employee named in the relevant Assignment Schedule) employment in relation to an Assignment, 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 for us in the UK in the proposed role 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 in relation to an Assignment, and you have represented to us that in the course of that employment, you are willing and intending to carry out services for the client and at the location set out in the Assignment Schedule.
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 commences on the first day of your first assignment for us under the terms of this contract. No previous period of employment under any earlier contract or with any other company will count as part of your period of continuity with us under the terms of this contract. There is no entitlement to paid leave in respect of any period before actual commencement of your first Assignment under this contract.
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 Assignment.
5. 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.
6. There is no obligation on you to accept any Assignment that may be offered.
7. 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 and each Assignment shall form a separate employment.
8. 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

1. You are employed in the role set out in the Assignment Schedule having regard to your qualifications and experience as notified to us, and to perform such other duties as we may allocate to you from time to time.
2. You are not authorised to enter into or conclude contracts on our behalf.
3. You are not authorised to amend or change, or to terminate contracts on our behalf. If anyone other than ourselves attempts to discuss changes to or the termination of an Assignment with you, you must decline to discuss such matters and refer them to us.
4. You will perform and complete the Client Assignment. The Assignment Schedule for any Assignment will be issued to you for each Assignment. This will include details of the role and tasks to be performed, and the working location and working hours. Where an 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 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,
 1. You are seconded to work for the Client, at the location, and for the duration, all as specified in the 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 Client albeit their instructions may be routed through us; and
 4. You will report to the Client, and to any other person they may specify, and
 5. You must comply with such reasonable requirements (such as timesheets, or electronic time recording system) as may be imposed by the Client for recording and verifying all time so worked
 6. You will familiarise yourself with and comply with all of the Client's policies procedures rules and guidance as required or notified to you, including (this is not an exhaustive list) Health and Safety, Data Protection, use of Company Equipment, Confidentiality, Harrassment and Bullying, Anti-corruption and Bribery, Telephone and Social Media, Internet usage, Whistleblowing
 7. You will comply with the Client's requirements for notifying sickness, absence or holiday requirements
7. 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.
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. Whilst you are not working on Client Assignment and not on paid leave,
 1. as a minimum, you must notify us via your portal on our website on the Monday of each week (or on the next following working day, if Monday is a public holiday) to confirm the details of your current assignment and any future assignments that you are aware of.
 2. if you do not so contact us, (a) we may conclude that you are not available for work, and we may treat this as indicating an intention on your part to resign from your employment, unless you advise us otherwise; and/or (b) we may give you notice, including notice pursuant to clause 12, to terminate this contract and your employment.

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. Where we have, at your request, agreed to implement an arrangement in order to pay employers contributions into a SIPP or other registered pension scheme for you, you agree that the amount of such employers contributions made at your request shall nevertheless be taken into account as forming part of your pay.
4. If, in relation to the 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 the 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 Client, 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: 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 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. Time worked in excess of those specified in your current Employee Assignment Schedule will only be paid if authorised by the End Client, and so if you work additional time without first getting such authorisation, you accept the risk that such time will be unpaid.
3. For the avoidance of doubt there is no obligation on any End Client to require you to work on any day.
4. We will pay you in arrears, monthly, weekly or as otherwise mutually agreed, directly into your bank account otherwise indicated in your Assignment Schedule.
5. Reimbursement of Expenses: At the start of the Assignment, we will discuss with you whether any expenses may be reimbursed (including, where applicable, conducting an assessment as to whether we are satisfied that the manner of your working is subject to supervision, direction or control by any person)
6. 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.
7. 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.
8. **Anytime Wages Pay Advances**
In this clause
'Pay Advance' means an advance by us to you, on account of your accrued entitlement to pay for time already worked.
'Administration Fee' means our administration fee (inclusive of all banking charges), in relation to a Pay Advance; the amount will vary according to the amount of the Pay Advance, and will be disclosed to you before you decide whether or not to accept any offer of a Pay Advance.
 1. You may from time to time be eligible to request Pay Advances.
 2. By making a request for a Pay Advance, you consent to your personal data held by us being processed by us for all related purposes, including considering and processing your request, and obtaining repayment of any Pay

Advance we may make.

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

4. PAID ANNUAL LEAVE

1. Unless otherwise notified to you in relation to (and for the duration of) a specific Assignment,
 1. your annual paid leave entitlement is 5.6 weeks per year, and
 2. during the first year of employment your annual paid leave entitlement accrues at $5.6/12 = 0.4667$ working weeks per month ($5.6/52 = 0.1077$ working weeks per week).
 3. Your paid leave entitlement is accrued by default and paid upon your request.
 4. Paid Leave should be taken in a period when you are not also working. You should take natural breaks in your working year to comply with Working Time Regulations and the health and safety policy.
 5. You may take any accrued paid leave entitlement at any time, subject only to the requirements of any Client Assignment.
 6. Please give at least one week's notice of your request for paid annual leave.
 7. Paid leave may be booked online via your contractor portal.
 8. We may agree to make advance payments on account of holiday entitlement on a weekly basis provided that we receive your written request to do so.
 9. We reserve the right to make a payment of accrued holiday in respect of Bank Holidays or any week that you are not working on assignment.
2. For the avoidance of doubt, bank and public holidays falling on days which would otherwise be normal working days, but which are not in fact worked by you, will be taken as part of your annual paid leave entitlement.
3. The holiday year runs from 1st September in each year.
 1. Annual paid leave entitlements may not be carried forwards from year to year, save where you are unable to

take it as a result e.g. of sickness or maternity leave; it is your responsibility to ensure that you take any annual paid leave entitlement before the end of the holiday year; consequently if you do not take all of your leave in the current holiday year (i.e. the holiday year in which it is accrued) you will lose your entitlement to take this leave and you will not be allowed to receive a payment in lieu of this untaken entitlement even upon termination of your employment.

2. If you anticipate difficulty in taking any part of your annual paid leave entitlement before the end of the holiday year, you should contact us before the year end, and if you do so, we will work with you, with a view to finding a solution which does not result in you losing any part of your annual paid leave entitlement.
4. The amount of a week's pay for the purposes of paid leave will be based on an average of your gross pay (disregarding (a) payment for paid leave itself, and (b) any advances we may have made against your annual paid leave entitlement).
5. We will accumulate a paid leave provision from revenues generated by you.
 1. Unless otherwise notified to you in relation to (and for the duration of) an Assignment, where you would be working for 46.4 weeks over the course of a full year, your annual paid leave provision accumulates at the rate of $5.6/46.4 = 12.07\%$ of your gross pay (disregarding (a) payment for paid leave itself, and (b) any advances we may agree to make against your annual paid leave provision).
 2. We may at our discretion allocate a higher percentage of your gross pay to your paid leave provision and may change such percentage allocation from time to time.
 3. On termination of your contract with us any balance for the current holiday year will be paid to you.
6. We will honour any additional statutory rights to paid leave to which you may from time to time become entitled (such as maternity/paternity, adoption or shared parental leave, parental bereavement leave, or paid time off for ante-natal appointments). You must tell us in advance if you wish to take any statutory paid leave.
7. If on termination of your employment you have taken more or less than the amount of paid leave to which you are entitled (calculated to the date of termination), an adjustment will be made to your final pay. If you have taken more than the amount of paid leave to which you are entitled, this will mean that a deduction is made, and any balance due shall be a debt due to us and payable on the last day of your employment.
8. You have no other entitlement to paid leave.

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

6. HOURS OF WORK

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

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 for the Assignment 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 to put this term into effect. If we so require, you will sign any reasonable form of assignment of Intellectual Property Rights which may be required.
2. You will indemnify us against any liability we may incur because 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 specification, instruction, order or request issued by us or by the 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 the 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 the 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. There is no probationary period associated with your employment. Your employment is not for a fixed term and is not of a temporary nature. It may be terminated by notice, as set out in this clause (or, where we are justified in so doing, for example as a result of gross misconduct, without notice and without making payment in lieu of notice). It may automatically terminate, without any requirement for notice, as set out below.
2. Termination of the Assignment does not terminate your contract of employment.
3. You may not terminate your employment until the Assignment can also be lawfully terminated by us. You may not terminate the 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 (maximum notice twelve weeks);
4. Your employment will automatically terminate, without any requirement for notice, if continuation of your employment would become unlawful, whether by reason of the expiry of any required work permit, or otherwise.
5. If on termination you have taken more or less than the amount of paid leave to which you are entitled (calculated to the date of termination), an adjustment will be made to your final salary payment.
6. On termination of your employment for whatever reason, you will forthwith return all property belonging to us or to the 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. We are required by law to give you information about the personal data (including sensitive personal data / special category data) about you that we record, keep and process, and about the conditions under which we ensure our processing of such data is lawful. This information is now contained in our Data Protection and Privacy Notice. This notice is not contractual, and may be changed from time to time. A copy of the notice in force at the date of this contract is provided to you at the time of signing this contract.

15. HEALTH AND SAFETY

1. You must:
 1. Familiarise yourself and comply at all times with all aspects of our Health and Safety policy/ies, and with that of the 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 Employers 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.

17. PREVENTION OF THE FACILITATION OF TAX EVASION

1. The Joint Employers 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.

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 always comply with all other applicable laws, statutes, regulations and codes from time to time in force.
2. For regulatory purposes both joint-employers will operate as employment businesses under the Conduct of Employment Agencies Act 1973 and the Employment Businesses Regulations 2003 (as amended) and subject to enforcement of that by the Employment Agencies Standards Inspectorate, now part of the UK Governments' Department of Business, Energy and Industrial Strategy.

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 Employers or either of them may publish a Staff Handbook containing detailed information about the procedures and policies. If either or both of the Joint Employers does so you will be required to familiarise yourself with its content, keep up to date with any changes and generally abide by its provisions. If you are uncertain on any point in the Staff Handbook, then discuss it with a Director. The Staff Handbook (when published) is not contractual and the Joint Employers 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 the 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 the Client; 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 the 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 the Client.

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 English law and any questions arising shall be dealt with by the courts of England and Wales.
4. Short Time, Flexible Working and Furlough.
Should circumstances arise whereby you are unable to perform any assignments fully or partially as a result of restrictions imposed by government and a statutory scheme is in place whereby the Joint Employers may wish to suspend you from work on a full or partial basis and receive assistance with the costs of your employment from the government that you agree to being placed on such scheme and understand that your working hours and pay may be reduced accordingly during the continuation of the scheme. You will not perform work or services during times that you are on furlough. You will be paid your normal salary by us for hours worked otherwise will comply with all of the scheme rules and will only perform such work and functions for us as may be agreed with us and permitted by the scheme regulations in place at that time. You 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 you.
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. 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. The Assignment Schedule may be signed by electronic signature (whatever the form the electronic signature takes), and such method of signature shall be equally conclusive of the intention of each of us to be bound by its terms and conditions and the terms of these standard terms as if signed with manuscript signatures.
 2. Notwithstanding that the Assignment Schedule may have been signed by a form of electronic signature, and save in case of changes pursuant to clause 20.6 above, no addition, amendment to, or modification or discharge of, these standard terms and/or your 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 us.
9. Definitions
 1. 'Assignment' means the Assignment detailed in your Assignment Schedule,
 2. 'Client' means the Client specified in your Assignment Schedule.
10. Entire Agreement
These standard terms and your 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 us) 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, these standard terms take precedence over your 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 8th May 2024 at 10:37.

By Employee on 8th May 2024 at 10:37 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 grievance@peoplegroupservices.com. You should stick to the facts and avoid language that is insulting or abusive.

Grievance hearing

A representative of People Group Services (PGS) will call you to a meeting, normally within five working 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 PGS will give you a decision in writing, normally within 24 hours.

Appeal

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

You will be invited to an appeal meeting, normally within five working days, and your appeal will be heard by a senior manager (or director) of PGS. 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 senior manager (or director) of PGS will give you a decision, normally within 24 hours. The senior manager's (or 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)**, Subject to eligibility
- **Parental Leave and Pay**
- **Shared Parental Leave and Pay**
- **Maternity, Paternity and Adoption Leave and Pay**
- **Parental Bereavement Leave and Pay**
- **Time off for Dependants**
- Time off for Public Duties
- **Redundancy Pay** after 2 years' continuous service
- Being able to claim **Unfair Dismissal** after 2 years' continuous service
- Getting the **Minimum Notice Period** if dismissed or made redundant
- The right to **Flexible Working Requests** after 26 weeks' continuous service
- Protection for **'Whistleblowing'**
- Protection against **Unlawful Discrimination**
- Not being treated unfairly if you work part time
- Protection against dismissal or suffering any detriment if taking action over a health and safety issue

WHAT'S MY PROTECTION?

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

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

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

WHAT IF I'M UNHAPPY OR MISTREATED?

Firstly

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

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

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.*