



## People CIS Limited ('People')

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

Tel: 0345 034 1530

Email: info@peoplegroupservices.com

### Forename Surname ('Subcontractor')

REF NO

Address 1 Address 2 Address 3 Town County PO5 CODE

TEL No

Trade / Skill / Services: Job Title

UTR / CIS registration: CISNumber

**Date: 7th May 2026**

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

(for use where Services are provided either via an Agency, or direct to a Main Contractor)  
[not suitable for use where Main Contractor has determined Chapter 10 ITEPA status to be 'Inside']  
**December 2025 revision**

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

For People CIS Limited:

By the Employee:

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

(Authorised Signature following secure login to Subcontractor's  
portal on People CIS' website by user name and password issued)

Title: Terry Hillier, Director

Title: Forename Surname

Date: 7th May 2026

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**This is an agreement for engaging a self-employed Subcontractor. The Subcontractor will not be an employee and will not be a 'worker'. The Subcontractor will not be entitled to paid leave, or to any other statutory employment rights.**

**This Master Agreement** is made between **People CIS Limited** of People Group House, Three Horseshoes Walk, Warminster BA12 9BT incorporated in England and Wales with company registered number 06933298 ('People') and the Subcontractor whose details are specified on the first page of this Contract.

## **People - Subcontractor Construction Industry Services Terms (December 2025 revision)**

### **1. Definitions and Interpretation**

#### 1. In this Agreement:

1. 'Agency' means an employment business operating as a CIS contractor, and providing workers to Main Contractors
  2. 'Agreement' means this agreement and includes any Assignment Schedules
  3. 'Assignment' means the Services and terms specified in an Assignment Schedule
  4. 'Assignment Schedule' means an assignment schedule in the form annexed to this Agreement, and including the details specified therein
  5. 'Associate' means a company which is an associate company of People, within the meaning of s256 Companies Act 2006. In cases where the Subcontractor is or is to be supplied via a People Associate, references to People or to a party shall, where the context permits, be deemed to include and to refer to that People Associate.
  6. 'CIS' means the Construction Industry Scheme
  7. 'CIS Subcontractors' means independent skilled tradespersons, capable of working on Assignments without requiring supervision, direction or control as to the manner in which their services are provided, and registered with HMRC under
  8. 'Immediate Notice' means notice to terminate with immediate effect, and shall be effective however communicated, provided confirmed in writing as soon as reasonably practicable
  9. 'ITEPA' means the Income Tax (Earnings and Pensions) Act 2003
  10. 'Main Contractor' means a third-party main contractor engaging the services of one or more Subcontractors, either via an Agency and People, or directly via People
  11. 'People' means People CIS Limited of People Group House, Three Horseshoes Walk, Warminster BA12 9BT incorporated in England and Wales with company registered number 10831716
  12. 'Personal Data' has the meaning given to it by currently applicable data protection legislation
  13. 'PPE' means personal protective equipment
  14. 'Services' means the work specified in an Assignment Schedule to be performed by the Subcontractor for a Main Contractor
  15. 'Work Product' means any work carried out as part of the Services, and includes any drawings, plans, reports and other documents and changes to the same
2. These People - Subcontractor Construction Industry Services Terms (December 2025 edition) (Terms') will apply to all Assignment Schedules referencing them.

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

## 2. Background

1. The Subcontractor is registered with HMRC under CIS, and as self-employed, and the Subcontractor will provide People with evidence thereof promptly upon request.
2. People engages the services of Subcontractors, in order to provide those services to Main Contractors, either via Agencies, or directly.
3. The Subcontractor represents to People that:
  1. the Subcontractor is an independent skilled tradesperson, registered as above under the Construction Industry Scheme ('CIS')
  2. the Subcontractor is capable of working on Assignments and providing Services without requiring supervision, direction or control as to the manner in which such Services are provided, and
  3. the Subcontractor wishes to enter this Agreement with People, with a view to being engaged by People from time to time to carry out Assignments for Main Contractors, either via Agencies, or directly.

## 3. Nature of this Agreement

1. This is a Master Agreement and defines the terms under which the Subcontractor will carry out Assignments, as agreed between the parties from time to time in Assignment Schedules.
2. Entering this Agreement does not of itself oblige the Subcontractor to provide any Services and does not of itself oblige People to offer any work to Subcontractor, or to pay other than for Services actually performed pursuant to Assignment Schedules.
3. Before any work is to be performed, an Assignment Schedule will be prepared by People from information provided by the Subcontractor and the Agency and/or Main Contractor and issued to the Subcontractor and the Agency (or, if no Agency, to the Main Contractor).
4. On receipt of an Assignment Schedule, if the Subcontractor does not accept its terms, or considers them to be in any way inaccurate, it will promptly advise People.
5. An Assignment Schedule shall become a contract binding on the parties upon **both**
  1. the earlier of either
    1. the Subcontractor signing the Assignment Schedule and returning it to People , or
    2. the Subcontractor commencing performance of the Services to which the Assignment Schedule relates, on or after the Assignment Start Date,
  2. **and** the earlier of either

1. the Agency or, if no Agency, the Main Contractor signing the Assignment Schedule and returning it to People , or
  2. the Agency or, if no Agency, the Main Contractor permitting the Subcontractor to commence performance of the Services to which the Assignment Schedule relates, on or after the Assignment Start Date.
6. A contract formed on the basis of an Assignment Schedule referencing this Agreement is governed only by this Agreement and by no other terms, except where and to the extent that both parties expressly agree in writing; and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

#### 4. Subcontractor Responsibilities

##### 1. The Subcontractor

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

12. shall enter a VAT self-billing agreement with People , if the Subcontractor is VAT registered
13. warrants that the Subcontractor's last engagement immediately prior to entering this contract was not carrying out similar work as an employee of the person that is the Main Contractor in respect of the Subcontractor's first Assignment under this Agreement.
14. The Subcontractor shall maintain throughout the term, at their own cost, adequate insurance with reputable insurers, including as a minimum: (a) public liability insurance of not less than £5,000,000 per claim; (b) professional indemnity insurance of not less than £1,000,000 per claim where the Services include design, advice, specification or professional judgment; (c) employers' liability insurance where legally required because the Subcontractor engages staff; and (d) motor insurance where vehicles are used in connection with the Services.
15. Evidence of insurance, renewals and policy wording shall be supplied to People CIS on request. Failure to maintain required insurance is a material breach.

#### **5. People, Agency (where applicable) and Main Contractor Responsibilities**

1. Neither People, nor any Agency, nor the Main Contractor has responsibility for the Subcontractor or any person engaged by the Subcontractor on the Services, other than (a) as specifically provided for in this Agreement or under an Assignment Schedule, and (b) such responsibilities as are generally owed to the public at large.
2. The Main Contractor is responsible for:
  1. giving the Subcontractor such cooperation, information and access as are reasonably necessary for the proper performance of the Services
  2. informing the Subcontractor if on any day the Services are not required
  3. ensuring that all relevant Health & Safety policies, risks, information and relevant statutory compliance measures are disclosed to the Subcontractor.

#### **6. Payment and Tax**

1. On receipt of money from the Agency or Main Contractor in respect of Services performed by the Subcontractor, subject to **clause 7**, People shall
  1. deduct its margin and any sums required by law to be deducted,
  2. raise a self-billing invoice on behalf of the Subcontractor, and
  3. make payment by BACS to the Subcontractor within 7 days of receipt, plus VAT as applicable, and
  4. remit any sums required by law to be deducted, as required
2. People reserves the right to require the Subcontractor to sign and return a copy of this Master Agreement and/or the applicable Assignment Schedule, and to provide evidence of registration with HMRC under CIS and as self-employed, before making any payment.
3. The Subcontractor is not entitled to payment other than for time actually worked, for any reason whatsoever.
4. The Subcontractor is and shall remain solely responsible for all income tax, National Insurance contributions, VAT, corporation tax, student loan deductions, pension contributions, apprenticeship levy liabilities relating to their own business, and any other taxes, duties, levies, charges, penalties, interest and costs arising from or connected with payments made under this Agreement, except to the extent that People CIS is required by law to deduct and account for CIS or PAYE.

5. The Subcontractor shall: (a) maintain registration under CIS if applicable; (b) file all required tax returns on time; (c) keep complete business records; (d) provide People CIS promptly with all information reasonably requested to verify status and comply with legal reporting obligations; and (e) cooperate fully with People CIS and HMRC in relation to any audit, enquiry, review, inspection or status challenge.
6. The Subcontractor warrants that the Services are not provided in circumstances that would require People CIS to treat the payments as employment income under PAYE unless and until the parties agree or the law requires a different treatment. If any legal or factual change means that PAYE or another payment model should apply, the Subcontractor shall notify People CIS immediately and People CIS may suspend or terminate the Assignment or re-document the arrangement with immediate effect.
7. To the fullest extent permitted by law, the Subcontractor shall indemnify and keep indemnified People CIS, its group companies, any Client, any employment business and their respective officers, employees and agents against all liabilities, losses, costs, expenses, taxes, NICs, levies, interest, penalties, claims, demands and legal fees arising out of or in connection with:
  - 6.7.1 any breach by the Subcontractor of this Agreement or of any tax, CIS or status warranty;
  - 6.7.2 any inaccuracy or omission in the Working Practices Questionnaire or other status information supplied by the Subcontractor;
  - 6.7.3 any finding or allegation that the Subcontractor or any Substitute/assistant was or is an employee or worker of People CIS or of any Client, or was entitled to employment, worker, pension, holiday pay, sick pay, notice, discrimination, whistleblowing, auto-enrolment or other statutory rights, to the extent the liability arises from the Subcontractor's representations, conduct or working practices and not solely from People CIS's own deliberate re-engineering of the role contrary to this Agreement;
  - 6.7.4 any failure by the Subcontractor to account for tax, NICs or VAT correctly or any failure to maintain valid CIS registration or payment status;
  - 6.7.5 any claim for reimbursement, contribution or recoupment brought by the Subcontractor or a third party in respect of tax or employment liabilities that People CIS is required to meet because of the Subcontractor's acts, omissions or representations.
8. The parties acknowledge that any statutory rights that cannot lawfully be excluded are preserved by law. However, the Subcontractor agrees that, except to the extent such rights are finally established by a court or tribunal on facts inconsistent with the warranties in this Agreement, they shall not present themselves as entitled to employee or worker status and shall not knowingly assist any third party to do so.

## **7. Deductions**

1. If any money becomes lawfully due from the Subcontractor to People (including money that may have been overpaid in error), People may deduct all or part of such money from any payments due from People.
2. If the Subcontractor is in breach of contract People may withhold the whole or part of any monies otherwise due in full or partial compensation for its losses resulting from the Subcontractor's breach, provided that People may not withhold more than would be reasonable compensation for such breach.
3. If in breach of contract the Subcontractor terminates an Assignment without giving the full period of contractually required notice, or if the Subcontractor fail to pay the Agency or Main Contractor an amount the Agency or Main Contractor reasonably considers to be due to it, and (in either case) the Agency or Main Contractor indicates an intention

to make a claim for loss it has suffered as a result of the breach, People may withhold payment of an appropriate amount from any sums otherwise due.

4. If any equipment is issued to the Subcontractor for the purposes of or in connection with an Assignment, the Subcontractor 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 to so return any such equipment would be a breach of contract, and pending such return People may withhold payment of any sums otherwise due, provided that People may not withhold more than the value of the equipment (if not returned) or the cost of repair (if returned damaged).
5. If a motor vehicle made available to the Subcontractor by an Agency or Main Contractor suffers damage whilst is in the Subcontractor's charge, and if after investigation the Subcontractor is found to be responsible for the damage, the Subcontractor will be liable for the cost of repairing such damage, up to a maximum of the excess applicable under the applicable motor insurance policy.
  1. Pending conclusion of the investigation, People may withhold payment of an appropriate amount from any sums otherwise due; and if the investigation concludes that the Subcontractor was responsible for the damage, People may retain the cost of repair, up to a maximum of such excess.
  2. People may make deductions in respect of any Penalty Charge Notice or other road traffic fixed penalty for which the Subcontractor has incurred liability.

## 8. Status

1. The relationship governed by this Agreement and an Assignment Schedule is neither that of agent-principal, nor that of employer-employee; no individual providing Services will be the employee of the Main Contractor, or of the Agency (where applicable), or of People .
2. The Subcontractor warrants and represents that
  1. he is self-employed,
  2. he is in business on his own account, and enters this contract in the course of that business,
  3. the status of the Main Contractor and/or the Agency (where applicable) and/or People is that of customers of the Subcontractor's own business,
  4. the manner in which the Subcontractor provides the Services shall not be subject to (or to the right of) supervision, direction or control by any person,
  5. the nature of the Services is 'Construction Operations' as defined in section 74 Finance Act 2004, and the Services are delivered by the Subcontractor or any substitute as a self-employed worker, and
  6. he has the right to live and work in UK.
3. The Subcontractor as a self-employed person will manage his own tax affairs and comply with all other applicable legal requirements, and will keep People and the Agency (where applicable) and the Main Contractor indemnified
  1.
    1. in respect of any legitimate claim or demand made by the proper authorities for all taxes, national insurance or social security contributions, in relation to payments made for the Services performed by the Subcontractor or by any substitute on his behalf, and
    2. against any claims that may be made by any individual providing Services under employment-related legislation.
  2. People shall be entitled to set off and/or withhold any such sums to which it reasonably considers it may be entitled under the above indemnity against any sum it may be liable to pay the Subcontractor.

4. If People has reasonable grounds to consider that the Subcontractor is no longer self-employed and/or that the manner in which the Subcontractor provides the Services is in fact subject to (or to the right of) supervision, direction or control by any person, People may also (in addition to the items specified under clause 6.1) make provision for payment of Employers NIC from sums received in respect of Services performed by the Subcontractor, and pay the balance after deduction of tax and NIC to the Subcontractor as if it were employment income.
5. The Subcontractor shall immediately notify People of anything which might affect his self-employed status, including any changes to the arrangements under which he is supplying the Services, and/or the loss or cancellation of or any change to his UTR or status.
6. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of the services or during any notice period. There is no obligation on People or on any Agency or Main Contractor to offer any work beyond that specified in this Agreement to the Subcontractor and no obligation on the Subcontractor to accept any work that may be offered. For the avoidance of doubt there is no obligation on People or on any Agency or Main Contractor to require Services on any day, and no obligation on People or on any Agency or Main Contractor to make payment in respect of any day on which the Services are not required.
7. The Subcontractor acknowledges that, consistently with the intended self-employed nature of this Agreement, they are not entitled under this Agreement to holiday pay, sick pay, pension contributions, redundancy pay, minimum notice, maternity/paternity/adoption/shared parental pay, staff bonus or commission schemes, training not expressly commissioned, insurance benefits, grievance or disciplinary procedures, or any other benefit made available by People CIS to its employees or workers, save only to the extent that non-excludable law would provide otherwise.
8. The Subcontractor is free to market their services to others, to work for other clients and to provide services to competitors of People CIS, provided that in doing so the Subcontractor does not breach confidentiality, create an unmanageable conflict of interest or materially prejudice the proper performance of the Services.
9. Audit, information rights and upstream support
  1. The Subcontractor shall maintain complete, accurate and up-to-date records reasonably sufficient to demonstrate compliance with this Agreement, including tax status records, CIS information, insurance, right-to-work evidence, qualifications, trade cards, invoices, Materials evidence, time/progress records and health and safety records relevant to the Services.
  2. On reasonable notice, People CIS may inspect or request copies of such records for the purposes of verifying compliance with this Agreement, satisfying Client or employment business audit requirements, dealing with HMRC or regulatory enquiries, responding to legal claims, or defending the status and tax treatment of the engagement.
  3. The Subcontractor shall provide all reasonable assistance, statements and documents requested by People CIS in connection with any challenge, enquiry, payment dispute, audit, investigation, adjudication, tribunal claim or legal proceedings relating to the Services, the Subcontractor's status, CIS, health and safety, insurance or tax.

## **9. Intellectual Property Rights**

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

## **10. Confidentiality**

1. The Subcontractor will keep any information of a confidential nature disclosed by People and/or the Agency (where applicable) and/or the Main Contractor secret, and on termination (or sooner if required) will at the option of the owner

thereof return or destroy such information.

2. The Subcontractor may not use or take advantage of any such information without the discloser's consent, even after the end of an Assignment or termination of this Agreement.
3. For the avoidance of doubt, nothing precludes the Subcontractor 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.

#### **11. Conduct of Employment Agencies and Employment businesses Regulations 2003 - Opting Out**

1. People does not provide work-finding services as defined under these regulations, nor does it operate as an employment business as defined under the Employment Agencies Act 1973. The parties acknowledge and agree that at no time will People offer work-finding services to or be obliged to find work for the Subcontractor.
2. The parties therefore envisage that, as between them, the arrangements contemplated by this Agreement and any Assignment Schedule do not fall within the scope of such regulations.
3. In relation to an Agency, People's position in relation to these regulations will be that of a 'work-seeker which is a company', and the Subcontractor's will be that of the 'person who is or would be supplied ... to carry out the work'.
4. If People contracts with an Agency ('Employment business') for the provision of the Subcontractor's services, People and the Subcontractor may agree to opt out of these regulations, unless the Subcontractor will be working with children or other vulnerable people.
5. If the Subcontractor notifies People that (s)he wishes to opt out, People will support the Subcontractor's decision, and will tell the Agency that People and the Subcontractor have jointly agreed to opt out.
6. The Subcontractor may use the form in Annex A to tell People of the Subcontractor's decision to opt out, or not to opt out, or of a change an earlier decision.
7. Until and unless the Subcontractor expressly tells People otherwise, by signing this contract, the Subcontractor (a) confirms that the Subcontractor wishes to Opt Out of the regulations where it is legally permissible to do so, and (b) authorises People to notify the Agency on the Subcontractor's behalf that People and the Subcontractor have agreed to opt out.
8. The Assignment Schedule for the Subcontractor's current Assignment will show whether or not the Subcontractor has elected to opt out of these regulations for that Assignment.

#### **12. Legal and Regulatory requirements**

1. The parties acknowledge that various legal and regulatory requirements may affect their relationship, and that they may not have the option to elect how such provisions may impact on their relationship. However, in deciding whether or not to enter this Agreement, the parties have agreed and intend that their positions in respect of the following legal and regulatory requirements shall be as follows:

##### **2. Agency Workers' Regulations 2010**

1. The parties do not consider the Subcontractor to be an 'agency worker', within the meaning of these regulations.

##### **3. Working Time Regulations 1998**

1. The parties consider the Subcontractor not to be a 'worker', for the purposes of these regulations, and there is no entitlement to paid leave.

#### **4. National Minimum Wage Act 1998**

1. Whether or not such regulations apply, for the avoidance of doubt, People will pay the Subcontractor at a rate no less than the applicable National Minimum Wage / National Living Wage rate in respect of all time actually worked.

#### **5. Pensions Act 2008**

1. The parties consider the Subcontractor not to be a 'worker', for the purposes of this Act, and therefore that People does not have obligations under Pensions Act 2008 to the Subcontractor.

#### **6. Employment Rights Act 1996, and other employment legislation**

1. The parties consider the Subcontractor not to be an employee or a 'worker', and the Subcontractor does not have the benefit of any statutory employment rights.

#### **7. CITB Construction Skills Levy**

1. Where CITB levy may be payable by People in respect of payments made to the Subcontractor, People may deduct and retain provision for its liability to pay such levy from payments made to the Subcontractor.

### **13. Termination**

1. An Assignment may be terminated
  1. by either party giving the other written notice of the Notice Period specified in the Assignment Schedule
  2. by either party by Immediate Notice, if the other is in material breach of contract, or is in breach of contract and fails to remedy the breach within fourteen days of being required in writing to do so, or if the other becomes insolvent or ceases to carry on business, or if any preliminary step is taken towards the other's liquidation winding up receivership or administration (other than for bona fide reconstruction or amalgamation)
  3. by People by Immediate Notice, if the corresponding contract and/or Assignment Schedule with the Agency or Main Contractor (as the case may be) under which People provides the Subcontractor's services terminates (for whatever reason).
2. This Agreement may be terminated by either party by Immediate Notice at any time when there is no current Assignment.
3. Any provision which expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

### **14. Liability**

1. The Subcontractor is engaged to perform the Services as specified in the Assignment Schedule as an independent contractor, and neither the Subcontractor nor any person engaged by it on the provision of Services is under the control of People or the Agency (where applicable) or the Main Contractor; and therefore
  1. the Subcontractor accepts responsibility for any wrongful negligent or unlawful acts defaults or omissions of itself and of any such person in relation to an Assignment; and
  2. People shall not be liable for the Services provided by the Subcontractor, for working conditions or other arrangements at the Site / Work Location or for any act, default or omission of the Agency (where applicable) or the Main Contractor (or any of its personnel) in relation to the Services and/or the Site / Work Location.
2. People shall not be liable for any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure by People to perform any obligations under this Agreement or an

Assignment Schedule.

3. Neither party excludes or limits liability for death, personal injury, fraud, repudiatory breach, or otherwise where it is not lawful to do so. Subject thereto, the total liability of People to the Subcontractor and any individual providing Services on its behalf arising out of a particular Assignment, whether in contract, tort or otherwise shall not exceed the amount of fees actually paid and payable to the subcontractor under that Assignment in the 3 months immediately preceding the event giving rise to the claim.
4. Neither party enters this Agreement or an Assignment Schedule on the basis of or relying on any representation, warranty or other provision except as expressly provided in writing, and all other terms implied by statute or common law are excluded so far as legally permitted.
5. Liability or remedy for innocent or negligent (but not fraudulent) misrepresentation is excluded.

#### **15. Complaints Procedure**

1. As part of its ongoing commitment to providing excellent service, People has a policy of dealing with all feedback, good or bad, and attempting to achieve a satisfactory resolution.
2. The Subcontractor may at any time register a complaint:
  1. by phone 0345 034 1530
  2. by email to [info@peoplegroupservices.com](mailto:info@peoplegroupservices.com)
  3. in writing to the Managing Director, People CIS Limited, People Group House, Three Horseshoes Walk, Warminster BA12 9BT
3. All complaints
  1. shall be recorded, investigated, acted upon as appropriate, recorded, and closed
  2. may be escalated by the Subcontractor if not resolved to the Subcontractor's satisfaction
  3. shall be dealt with in accordance with the then current People Complaints Policy and Procedure, which will be provided at any time on request.

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

1. In performing its obligations under this Agreement, the Subcontractor shall:
  1. not engage in any activity, practice or conduct which would constitute either:
    1. a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
    2. a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
  2. have and shall maintain in place throughout the term of this agreement such policies and procedures as are reasonable
    1. to prevent the facilitation of tax evasion by another person (including without limitation employees of the Subcontractor) and
    2. to ensure compliance with clause 16.1.1;
  3. promptly report to People any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this agreement;
  4. at People's request, provide People with a statement of such steps it has taken to ensure compliance with the Criminal Finances Act 2017, together with such other information as People may reasonably require in order to

undertake risk assessments to ensure that People is not facilitating tax evasion pursuant to the Criminal Finances Act 2017.

5. The Subcontractor shall ensure that any person associated with the Subcontractor who is performing services and/or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Subcontractor in this clause (Relevant Terms). the Subcontractor shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to People for any breach by such persons of any of the Relevant Terms.
2. Breach of this clause shall be deemed a material breach.
3. For the purposes of this clause, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Subcontractor includes [but is not limited to] any subcontractor of the Subcontractor.

#### **17. Fraud, Bribery and Corruption**

1. The Subcontractor shall comply with all applicable legal requirements relating to fraud, bribery and corruption, including any Agency and/or Main Contractor policies relating to fraud, bribery and corruption that may be disclosed to the Subcontractor, as though such policies applied to and had been adopted by the Subcontractor.

#### **18. Data Protection and Privacy**

1. People is required by law to give the Subcontractor information about the personal data (including sensitive personal data / special category data) that People records, keeps and processes, and about the conditions under which People ensures its processing of such data is lawful.
2. This information is now contained in People's Employee, Worker and Freelance Contractor 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 at the time of signing this contract.

#### **19. Modern Slavery Act 2015**

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

#### **20. Prevention of Discrimination and Harassment**

1. The Company is committed to promoting equal opportunities. You and any other applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.

2. The Company takes a 'zero tolerance' approach to unlawful discrimination, sexual harassment, and all other forms of harassment of any person with whom its employees, workers and contractors may come into contact in the course of their work. These may include, but will not be limited to, current and former employees, workers and contractors, job applicants, agency staff, end-client staff and end-client customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.
3. All employees, workers and contractors must familiarise themselves with, and must comply with, our policies in relation to both sexual harassment, and all other forms of discrimination.
4. All employees, workers, and contractors are intended to benefit from our policies in relation to sexual harassment and all other forms of discrimination, and are encouraged to report any instances they may encounter of sexual harassment or other discrimination. All such reports will be treated seriously and in confidence, will be investigated, in accordance with our policies, and appropriate action taken.
5. Unlawful discrimination or harassment will be treated seriously and may result in the immediate termination of your engagement.

## **21. Compliance with all other applicable laws**

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

## **22. Electronic signatures**

1. Notwithstanding that a contract constituted by this agreement and an Assignment Schedule may be formed pursuant to clause 3.5 without the Assignment Schedule being signed by either or both parties,
  1. This Agreement and/or an 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 party to be bound by its terms and conditions as if signed with manuscript signatures.
  2. Without prejudice to clause 24.1, notwithstanding that it may have been signed by a form of electronic signature, no addition, amendment to, or modification or discharge of, this Agreement and/or an Assignment Schedule shall be effective otherwise than in writing and signed by 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.

## **23. Third Party Rights**

1. Applies only where Services are provided via a People Associate: The terms of People's contract with its Associate expressly provide for the Associate to have the benefit of the Subcontractor's commitments herein and (where appropriate) to take legal action directly against the Subcontractor. Any agreement between People and the Subcontractor to rescind or vary this Agreement and/or an Assignment Schedule in a way which affects the Associate's rights is therefore conditional on the Associate's consent.
2. Applies only where Services are provided via an Agency: The terms of People's (or, where applicable, its Associate's)

contract with the Agency expressly provide for the Agency (but not the Main Contractor) to have the benefit of the Subcontractor's commitments herein and (where appropriate) to take legal action directly against the Subcontractor. Any agreement between People and the Subcontractor to rescind or vary this Agreement and/or an Assignment Schedule in a way which affects the Agency's rights is therefore conditional on the Agency's consent.

3. Applies only where Services are not provided via an Agency: The terms of People's contract (or, where applicable, its Associate's) with the Main Contractor expressly provide for the Main Contractor to have the benefit of the Subcontractor's commitments herein and (where appropriate) to take legal action directly against the Subcontractor. Any agreement between People and the Subcontractor to rescind or vary this Agreement and/or an Assignment Schedule in a way which affects the Main Contractor's rights is therefore conditional on the Main Contractor's consent.
4. Generally: Subject thereto, (a) these Terms and any Contract may be modified or discharged by agreement between the parties hereto and without any requirement for the consent of any third party; (b) no third party rights are intended to be conferred or created by these Terms or by any Contract; and (c) no one other than a party hereto shall have any right to enforce any of its terms.

## 24. General

1. Changes to this Agreement: People reserves the right to make reasonable changes to any of the terms of this Agreement. Not less than one month's written notice of any significant changes may be given. Such changes will be deemed to be accepted unless the Subcontractor notifies People of any objection in writing before the expiry of the notice period.
2. Assignment: The Subcontractor may not assign its rights or obligations under this Agreement without the consent of People. For the avoidance of doubt, substitution pursuant to clause 4.1.5 does not require the consent of People.
3. Force majeure: If a party is obstructed in performing any of its obligations by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. Whilst performance has been suspended for more than 7 days, either party may terminate this Agreement and/or an Assignment Schedule by Immediate Notice.
4. Waiver: Failure to enforce any of these terms or any provision of this Agreement and/or an Assignment Schedule is not a waiver of a party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.
5. Severability: Any part of a term of this Agreement and/or an Assignment Schedule which is wholly or partially void, invalid, or unenforceable shall be severed from the remainder (which shall remain enforceable).
6. Notices: Any notice pursuant to this Agreement or an Assignment Schedule shall be given in writing (excluding email), provided that notices
  1. from People to the Subcontractor may be given by email to the most recent email address provided to People by the Subcontractor, and shall be deemed received forthwith upon sending unless notice of rejection is received from the Subcontractor's email provider
  2. from the Subcontractor to People may be given by electronic message via People's website when the Subcontractor is logged in on the Subcontractor's portal and shall be deemed received forthwith upon sending unless the Subcontractor is notified of non-acceptance by the website.
  3. sent by post shall be deemed served 2 days after posting.
7. Entire Agreement: This Agreement and its Assignment Schedules together constitute the entire agreement and understanding between the parties relating to their subject matter. Any earlier agreement between the parties relating to the same subject matter is hereby superseded and is discharged by mutual consent. In case of conflict, the Assignment Schedule shall prevail. Save as and to the extent otherwise expressly provided for elsewhere in this Agreement, no other

terms or changes will apply unless in writing and signed by both parties.

8. Adjudication: Any dispute arising under or out of this Agreement may be referred by either party to an adjudicator for adjudication in accordance with the Adjudication Rules published by the Technology and Construction Solicitors Association (2011 Version 3.2).
9. Law: This Agreement, any Assignment Schedule, and any non-contractual disputes or claims between the parties are governed by the laws of England and Wales, whose courts shall (subject to the provision for adjudication) have sole jurisdiction in relation to all matters arising.

## 25. **CONTRACT ACCEPTANCE**

By signing this page,

### 1. **Subcontractor contract for Construction Industry Services:**

1. You confirm that you wish to take up engagement with People Limited ('People').
2. You agree that your engagement will be governed by the People - Subcontractor Construction Industry Services Terms (December 2025 revision) set out on preceding pages of this document.

### 2. **Pay: You will be paid on the basis specified in your current Assignment Schedule.**

1. If you work through an Agency, you should find an illustration of your expected gross pay in the Key Information Document given to you by them.

### 3. **Privacy Notice: you acknowledge receipt of a copy of the People Limited Employee, Worker, and Freelance Contractor Data Protection and Privacy Notice (December 2025 edition)**

4. Only sign if you want to enter this contract, and if you understand and agree the options set out on this page – otherwise please contact us to discuss.

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

1. You do not need to complete this form when you sign the contract, and your initial choice will be shown on the Signature Page at the end of this document.

This form is not contractual, and you may use it to notify us of future changes to your preference at any time.

If you wish to change your wishes, please tick one of the boxes below and sign and date this form, and return it to us.

Notes:

These regulations are there to give added protection to workers who, like you, are working through agencies ('Employment businesses'). Unless you will be working with children or other vulnerable people, you have the right to choose to opt out of these regulations; if you do,

2. **we will support your decision, and will tell the agency that you and we have jointly agreed to opt out**
3. **as between (a) you and us, and (b) the agency, the regulations will not apply for that Assignment.**

Some agencies may prefer that you opt out, but they cannot legally insist that you to do so – it is your own free choice.

If you have previously opted out, you have the right to change your mind, and to tell us that you wish to opt back in for the next assignment.

To indicate your preference, please tick ONE of the boxes below, sign and date this form, and return it to People :

To People Limited:

EITHER

I wish to OPT OUT of these regulations

OR

I DO NOT wish to OPT OUT of these regulations

and (in either case) I authorise you to notify my choice to any Employment business with whom you are contracting for an engagement to be performed by me.

I understand that I can change my mind and give you a fresh instruction at any time, although that fresh instruction will not take effect until I finish working in my current role.

NB you DO NOT need to check either of these boxes at the time you sign the contract - the choice you have made will be shown on the signature page at the end. You can use this form to tell us of any later change to your wishes.

.....

(signed)

.....

(print name)

.....

(date)