

PEOPLE PEO COMPLIANCE PACK



Here at People Group Services we take compliance very seriously, and therefore set the very highest standards across all our products and services. With 15 years of payroll and compliance experience, you are in safe hands.

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Q no.	Question	Answer
1.	Intermediary company details:	
	<ul style="list-style-type: none"> If a limited company, registered company no. 	11098037
	<ul style="list-style-type: none"> Registered name and trading name(s) if different. 	People PAYE Limited
	<ul style="list-style-type: none"> Date of incorporation. 	05 December 2017
	<ul style="list-style-type: none"> Registered address and trading address if different. 	People Group House, Three Horseshoes Walk, Warminster, Wiltshire, BA12 9BT
	<ul style="list-style-type: none"> VAT number 	284 1023 26
2.	Group companies: <ul style="list-style-type: none"> Please provide the above details for any holding, subsidiary or associated companies (referred throughout this checklist as 'group companies'). 	People Payments Limited 08833244 People PSC Limited 09381490 People Umbrella Limited 10831716
3.	Intermediary officers: <ul style="list-style-type: none"> If a limited company, please confirm the name and address of each company officer (e.g. directors and company secretary). If a partnership, please list all partners. 	Terence Hillier Address as above
	<ul style="list-style-type: none"> Please confirm that none of the company officers or partners have ever been disqualified from acting as a company officer, whether while a company officer at this intermediary company, any group company or any other company. <ul style="list-style-type: none"> If a company officer or partner has ever been disqualified please give details as to when that disqualification commenced and ceased, why the individual was disqualified and by whom. 	Confirmed
	<ul style="list-style-type: none"> Please confirm that none of the company officers have been involved in a 'phoenix company' i.e. they have not liquidated, dissolved or otherwise ceased the operation of a company only to resurrect the services provided by and operations of that company in another company. If yes, please explain the circumstances around liquidation, dissolution or cessation of operation of any previous companies. 	Group restructuring involving transfer of business in 2017. If you need further information, please contact legal@peoplegroupservices.com

4.	Financial matters:	
	Please note that we (the employment business) will only pay into a UK business bank account held in the umbrella company's name.	
	<ul style="list-style-type: none"> Please confirm how the intermediary company protects monies relating to temporary workers' pay, e.g. are they held in separate client accounts? 	Confirmed
	<ul style="list-style-type: none"> Please confirm that neither you nor any group company pays temporary workers via an offshore entity. 	Confirmed
	<ul style="list-style-type: none"> Please confirm that all temporary workers are paid in full via their own UK bank, building society or post office accounts (and not those of any nominee or third party). 	Confirmed
5.	Insurance: <ul style="list-style-type: none"> Please provide details of insurances held including in particular (a) employers' liability, (b) professional indemnity, and (c) any AWR related insurance. 	Please see attached copy insurance policies.
6.	Accreditation body membership: <ul style="list-style-type: none"> Is the intermediary company a member of a recognised membership accreditation body? 	Accredited by Professional Passport
	<ul style="list-style-type: none"> Please provide us with evidence of membership. 	Please see attached
7.	Gangmasters and Labour Abuse Authority (GLAA) licensing: <ul style="list-style-type: none"> If the intermediary company operates in the GLAA registered sector, please provide its GLAA licence number. 	Not applicable
	<ul style="list-style-type: none"> Has the GLAA ever refused or revoked the intermediary company's licence or that of any group company? If yes, please explain why. 	Not applicable
	<ul style="list-style-type: none"> Has the GLAA ever imposed Additional Licensing Conditions on the GLAA licence or that of any group company? If yes, please give details including the nature of the Additional Licensing Conditions, dates and the outcome. 	Not applicable

	<ul style="list-style-type: none"> Has the intermediary company ever been subject to a GLAA complaint or investigation? If yes, please give details including the nature of the complaint/investigation, dates and the outcome. Please provide documentary evidence as to the conclusion of the GLAA complaint/investigation. 	Not applicable
8.	Contractual documentation: <ul style="list-style-type: none"> Please provide a copy of your standard terms of business with employment businesses. 	Copy of Master Agreement – People PAYE Ltd attached
	<ul style="list-style-type: none"> Please confirm that all temporary workers for whose services the intermediary company charges are engaged directly by the intermediary company and not by any other legal entity whether a group company or otherwise. 	Confirmed
	<ul style="list-style-type: none"> Please tick the contracts the intermediary company engages temporary workers on: <ul style="list-style-type: none"> Annualised hours contracts Zero hours contracts Self-employed contracts Personal services/mini-umbrella Elective deduction model (or similar arrangements) Joint employment model Other? Please describe <p>Please provide a copy of each contract.</p>	Zero hours contracts Joint employment model
Specific compliance requirements		
9	ID checks: <ul style="list-style-type: none"> Please confirm the process(es) the intermediary company uses to check the identity of the temporary worker. 	People Group use bank grade electronic software approved by BEIS and the Borders Agency to confirm right to work checks and identity. Should a contractor fail an online ID check then People Group would require photographic ID and proof of address(utility bill) and any Visa requirements before any employment commences with every candidate.
10	Right to work checks: <ul style="list-style-type: none"> Please confirm the process(es) the intermediary company uses to check that the temporary worker has the right to work in the UK. 	As above

	<ul style="list-style-type: none"> Has the intermediary company ever been found by the UK Border Agency/the Home Office (or any of their predecessors) to have supplied illegal workers? If yes, give details. 	No
	<ul style="list-style-type: none"> Has the intermediary company been fined by the UK Border Agency/the Home Office? If yes, please provide the level and date of fine and an explanation as to why the fine was issued. 	No
	<ul style="list-style-type: none"> Please confirm the checks the intermediary company carries out to ensure that temporary workers/contractors have not been subjected to slavery, human trafficking or exploitation as defined in the Modern Slavery Act 2015. 	Please see attached Anti-Slavery and Human Trafficking Policy
11.	Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the Conduct Regulations): XXXXXXXX is required to comply with the Conduct Regulations unless those regulations do not apply because the work-seeker has opted out.	Contractors agree to opt out of the EAA Regs as far as may be practical when agreeing the terms of their employment agreement. Occupational restrictions would prevent them from opting out and therefore would not be practical, for example contractors working with the young and vulnerable.
	<ul style="list-style-type: none"> If a temporary worker wishes to opt out of the Conduct Regulations, please explain how the intermediary company manages the opt out process. 	
	<ul style="list-style-type: none"> How does the intermediary company (a) ensure that the opt out is validly given i.e. signed by both the intermediary company and the individual work-seeker and (b) notify us if the intermediary company and the temporary worker have opted out of the Conduct Regulations? 	See above, no notification required
	<ul style="list-style-type: none"> Does the intermediary company automatically opt all contractors/workers out of the Conduct Regulations? What % of contractors/workers opt out of the Conduct Regulations? 	As above, only those contractors whose role involves working with vulnerable adults or children would not be opted out.

	<p>The Key Information Document</p> <p>Since 6 April 2020 employment business must give all work-seekers a key information document (KID) which must include information about all charges and deductions made to a work-seeker's pay. Where they work through an intermediary company, the KID must include the fee the intermediary company charges for processing their pay.</p> <ul style="list-style-type: none"> • Please list all charges and deductions which the intermediary company may make to a work-seeker's pay. • Please clearly show how the intermediary company calculates any charges it makes to temporary workers for its services including the payroll charge/admin fee/service charge? Please provide all documentation relating to any additional services the intermediary company may provide to temporary workers. • How and when does the intermediary company advise the temporary workers of any charges made for its services? • What processes are in place to ensure that the intermediary company will advise the employment business immediately if any details on the KID change or require updating? 	<p>Please see example KID attached. There are no charges made to the worker for our services. The worker is automatically provided with a KID based upon actual figures for that assignment on registration when figures are provided.</p>
12.	<p>Agency Workers Regulations 2010 (AWR):</p> <ul style="list-style-type: none"> • How does the intermediary company work with employment businesses and their clients to manage AWR claims? 	Not applicable
	<ul style="list-style-type: none"> • How many AWR related employment tribunal claims has the intermediary company been notified of from its workers and how many have progressed to a hearing? Please provide us with a copy (or a link) to any employment tribunal decisions. 	Not applicable
	<ul style="list-style-type: none"> • If any AWR claims have proceeded to hearing what were the tribunal's, EAT's or higher court 's decisions? 	Not applicable
	<ul style="list-style-type: none"> • Please confirm that the intermediary company agrees to accept full liability, and to indemnify XXXXXXXX Limited for any losses (as defined in terms of business) incurred in relation to the 	Not applicable

	intermediary company's arrangements with the temporary workers.	
	<ul style="list-style-type: none"> Please confirm that the intermediary company has appropriate insurance cover (in terms of content and level of cover) in place to cover any AWR claims. <ul style="list-style-type: none"> Please confirm that the employment business can benefit from such insurance and on what basis e.g. that the employment business is a named insured party for the purposes of that insurance. 	Not applicable
13.	Working Time Regulations 1998 (WTR): <ul style="list-style-type: none"> How does the intermediary company calculate: <ul style="list-style-type: none"> holiday pay? holiday leave? 	Entitlement to paid annual leave is calculated in accordance with the WTR
	<ul style="list-style-type: none"> Please confirm that the intermediary company pays holiday pay at the time the temporary worker takes their holiday and does not roll it up into the hourly rate. <ul style="list-style-type: none"> If the intermediary company rolls up holiday pay, please explain (a) why this happens and (b) how this is made clear to the temporary worker both in advance and each time it is rolled up. 	<p>Holiday is accrued by default. Employee's are encouraged to take holiday when not otherwise working.</p> <p>If an employee request in writing that holiday should be paid out weekly it is separately shown on the payslip and not rolled up.</p>
	<ul style="list-style-type: none"> Please confirm that the intermediary company pays all accrued holiday pay to temporary workers. <ul style="list-style-type: none"> If the intermediary company does not pay all accrued holiday to temporary workers, please explain why. 	We comply with statutory & Professional Passport obligations in relation to holiday pay
14.	National minimum wage/National living wage: <ul style="list-style-type: none"> Does the intermediary company pay at least the applicable rate of NMW/NLW to all temporary workers for all hours worked? If not, why not? <p>See also section 25 (HMRC)</p>	Yes
15.	The Intermediaries Legislation ('IR35'): <ul style="list-style-type: none"> Since April 2017 the off-payroll rules were applied in the public sector and in April 2021 they applied in the private sector for medium and large sized clients 	

	<ul style="list-style-type: none"> Some technical changes to the off-payroll rules were made in 2021 which included a wider definition of an intermediary so that intermediary company workers are not within the scope of the rules because they will not have an interest in the company and only receive employment income. Please confirm that: <ul style="list-style-type: none"> the workers do not have any shareholding in the intermediary company; and they only receive employment income the intermediary company does not set up, promote, facilitate or otherwise engage with the formation of another intermediary company through which the temporary worker/contractor may be engaged. <ul style="list-style-type: none"> If this does happen, please explain why and how the intermediary company promotes, facilitates or otherwise engages with the formation of another intermediary company to engage the temporary worker. 	Confirmed
		Confirmed
		Confirmed
	<ul style="list-style-type: none"> Please confirm that the intermediary company (or any other intermediary company it has engaged with) does not operate any disguised remuneration schemes. 	Confirmed
	<ul style="list-style-type: none"> Please confirm that the intermediary company (or any other intermediary company it has engaged with) does not operate any disguised remuneration schemes, including but not limited to any loan and pension annuity schemes or any schemes identified by HMRC as non-compliant (See HMRC's Spotlights). 	Confirmed
	General:	
	<ul style="list-style-type: none"> What industry sectors do they operate in? e.g. IT, teaching, health, finance, legal, hospitality, retail, engineering, construction, oil and gas, etc. 	Not applicable, all workers are within IR35
	<ul style="list-style-type: none"> Please provide a copy of all marketing materials and all terms of business which the intermediary company may use with the employment business and any temporary workers or contractors it may engage with. 	Attached
16.	Deduction of PAYE and National Insurance contributions:	

	<ul style="list-style-type: none"> Does the intermediary company treat all income earned by the temporary worker as taxable earnings subject to PAYE tax and NICs in accordance with UK tax law and HMRC guidance? If not, why not? 	Yes, all correct Tax and NI deductions are made before release as PAYE income to the contractor.
	<ul style="list-style-type: none"> Please confirm that the intermediary company does not use any disguised remuneration schemes including but not limited to loan schemes. 	Confirmed
	<ul style="list-style-type: none"> Please provide pay slips and RTI receipts showing that (a) full PAYE and NICs have been deducted from the temporary worker's pay and (b) employers' NICs have been paid. <p>See also section 23 (HMRC).</p>	Attached
17	Travel and subsistence expenses: <ul style="list-style-type: none"> Does the intermediary company operate any expenses schemes under which it will pay a temporary worker/contractor some or all their travel and/or subsistence expenses? 	Agency reimbursed expenses only, in accordance with Professional Passport audit requirements
	<p>For the purposes of this section "under SDC" means working under (or subject to the right of) supervision, direction or control of any person as to the way in which the temporary worker provides the services.</p> <ul style="list-style-type: none"> Please confirm that the intermediary company does not operate a travel and subsistence (T&S) expenses relief scheme for temporary workers working under SDC. 	Confirmed
	<ul style="list-style-type: none"> How does the intermediary company establish whether the temporary worker does or does not work under SDC? Please provide full details of the umbrella company's process. 	This is a PAYE product which requires the contractor to accept that they are under SDC
	<ul style="list-style-type: none"> Does the intermediary company operate a T&S scheme for temporary workers not working under SDC? If yes, on what basis? <p>Please provide a copy of the scheme documentation and processes as to how T&S is facilitated given the removal of salary sacrifice and variable pay in exchange for expenses. This includes any material provided to the temporary worker.</p>	No, expenses must be submitted through form P87
	<ul style="list-style-type: none"> Does the intermediary company have a minimum hourly pay rate below which the intermediary company will not operate the T&S scheme? If yes, what is that rate? Why has the business chosen this rate? 	Not applicable

	<ul style="list-style-type: none"> Please confirm that neither the intermediary company, nor any group company, operates a pay day by pay day relief model. 	Confirmed
	<ul style="list-style-type: none"> Please confirm that: <ul style="list-style-type: none"> all travel and subsistence expenses for which the temporary worker receives tax and NICs relief are genuinely incurred by the temporary worker claiming the expenses; and that the intermediary company regularly conducts spot checks to check that those expenses have been genuinely incurred. 	Not applicable as expenses are not processed in house. These are directed to HMRC for approval at year end via P87 or Self-Assessment.
	<ul style="list-style-type: none"> Has HMRC reviewed the intermediary company's application of travel and subsistence expenses at any time? <ul style="list-style-type: none"> If yes, what was the outcome? Please provide documentary evidence from HMRC. 	Not applicable
18.	Pensions:	01/02/2021
	<ul style="list-style-type: none"> When did/will the intermediary company stage for auto-enrolment purposes? 	
	<ul style="list-style-type: none"> Does the intermediary company postpone enrolment for eligible jobseekers? 	Yes, pension enrolment is deferred for a period of 12 weeks
	<ul style="list-style-type: none"> Please confirm the percentage of temporary workers engaged by the intermediary company who have opted out of pensions auto-enrolment. 	20%
	<ul style="list-style-type: none"> Please confirm that the intermediary company has not directly or indirectly induced any temporary worker to opt out of their rights under the Pensions Act 2008, for example, by telling individuals that assignments are only available for those who have opted out. 	Confirmed
	<ul style="list-style-type: none"> What pensions provider does the intermediary company use? 	NEST
	<ul style="list-style-type: none"> What software does the intermediary company use for pensions auto-enrolment purposes? <ul style="list-style-type: none"> Does the software track how an individual moves from one category of worker to another? If it doesn't do this already, what plans do you have to upgrade (and why is there a delay in producing the required software?) Does the software prompt users regarding their record keeping requirements? 	Our system includes information needed for each contractor for auto enrolment purposes. It decides which person is eligible each week to make contributions and relays relevant information to NEST who produce all relevant paperwork for the contractor

	<ul style="list-style-type: none"> Does the software produce the relevant notices for the agency and/or the workers? 	
19.	Internal complaints process: <ul style="list-style-type: none"> Please explain the intermediary company's complaints handling process for workers and agencies and advise whether this is publicly available (e.g., published on website). Please provide a copy of the complaints procedure. 	Attached Complaints procedure
	<ul style="list-style-type: none"> Please advise on the number of complaints received in each of the past three years. 	Confidential business information, please contact legal@peoplegroupservices.com
	<ul style="list-style-type: none"> Please advise on the type of complaints received in each of the past three years. 	Confidential business information, please contact legal@peoplegroupservices.com
	<ul style="list-style-type: none"> Please advise on how complaints were resolved. 	Confidential business information, please contact legal@peoplegroupservices.com
	<ul style="list-style-type: none"> Are there more complaints from one sector than others? 	Confidential business information, please contact legal@peoplegroupservices.com
	<ul style="list-style-type: none"> How does the intermediary company deal with payment issues e.g. queries re timesheets, rates of pay? Do you deal directly with the employment business or directly with the temporary worker? 	Our dedicated Client Care Team deal with all contractor queries. They work closely with the Payroll team and will only refer back to the agency in circumstances where further clarification is needed.
20.	External complaints (e.g. to BEIS/EASI, GLAA, The Pensions Regulator (TPR), ACAS): <ul style="list-style-type: none"> Has the intermediary company ever been the subject of a complaint to BEIS/EASI, the GLAA, TPR, ACAS or other? 	No
	<ul style="list-style-type: none"> Number of complaints received in each of past three years. 	Not applicable
	<ul style="list-style-type: none"> Type of complaints received in each of the past three years. 	Not applicable
	<ul style="list-style-type: none"> How complaints were resolved. 	Not applicable
21.	ACAS/employment tribunal claims:	

	<ul style="list-style-type: none"> Please tell us about any matters referred to ACAS or any employment tribunal claims the intermediary company has received in the past three years. <p>In particular:</p>	Confidential business information, please contact legal@peoplegroupservices.com
	<ul style="list-style-type: none"> Type of claim (e.g. employment status, dismissal, non-payment of wages, discrimination etc.). 	Confidential business information, please contact legal@peoplegroupservices.com
	<ul style="list-style-type: none"> Number of claims. 	Confidential business information, please contact legal@peoplegroupservices.com
	<ul style="list-style-type: none"> Number of claims settled. 	Confidential business information, please contact legal@peoplegroupservices.com
	<ul style="list-style-type: none"> Number of claims which intermediary defended. 	Confidential business information, please contact legal@peoplegroupservices.com
	<ul style="list-style-type: none"> Number of claims lost. 	Confidential business information, please contact legal@peoplegroupservices.com
22.	HMRC complaints or investigations:	Not applicable
	<ul style="list-style-type: none"> Please tell us about any complaints or investigations HMRC has raised with the intermediary company, or any group company, or any other of which a director of your company was also a director at any time within the past six years. In particular, please advise on complaints or investigations relating to the following: 	
	<ul style="list-style-type: none"> NMW. 	Not applicable
	<ul style="list-style-type: none"> Holiday pay. 	Not applicable
	<ul style="list-style-type: none"> Deduction of PAYE tax and NICs, payment of employer NICs. 	Not applicable
	<ul style="list-style-type: none"> Travel and subsistence. 	Not applicable
	<ul style="list-style-type: none"> Real Time Information reporting. 	Not applicable
	<ul style="list-style-type: none"> VAT (in the past four years). 	Not applicable
23.	<ul style="list-style-type: none"> Other. 	Not applicable
	Services provided to temporary workers:	

FILE COPY



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

Company Number **11098037**

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

PEOPLE PAYE LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **5th December 2017**



* N11098037G *



Companies House



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

PEOPLE PAYE LIMITED
VAT Registration Number: 284 1023 26

VAT Certificate

VAT Registration Number: 284 1023 26

VAT registration status: Registered

Business details

Registered name: PEOPLE PAYE LIMITED

Trading name: Not provided

Principal Place of Business address line 1: 15A THREE HORSESHOES WALK

Principal Place of Business address line 2: WARMINSTER

Principal Place of Business address line 3: WILTSHIRE

Principal Place of Business address line 4:

Postcode: BA12 9BT

Email address: FINANCIALCONTROL@RACSGROUP.COM

Bank account number: Not provided

Bank sort code: Not provided

Type of business: Incorporated company

Trade classification (SIC code): 69202

Business activity description: Bookkeeping activities

Important dates

Effective Date of Registration: 07 Dec 2017

Date of certificate: 26 Feb 2018

VAT return period end date : 31 Mar 2018

Frequency of returns: Quarterly in June, September & December

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Combined Liability Insurance Policy Schedule

Policy number	QPMR/2024/240207
Policy form	PMR QDOS Rec Cons Civil AOC 0123
Policyholder	People Group Services Limited, People Group Operations Limited, People Umbrella Limited, People Paye Limited, People Payments Limited, People PSC Limited
Address	People Group House Three Horseshoes Walk Warminster Wilts BA12 9BT

Trade / Business	Umbrella Company
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Period of insurance	From	08/02/2024	To	07/02/2025
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Section 1 - Professional Indemnity Insurance	
Limit of indemnity	£5,000,000 Any one claim
Excess	£500 each and every claim does not apply to defence costs
Retroactive date	01/01/2007
Conditions	Geographical Limits: Worldwide excluding USA / Canada
	Jurisdictional Limits: Worldwide excluding USA / Canada
	HCC591: Cyber and Data Protection Law Exclusion with write-back
Section 2	
- Public/Product/Pollution Liability Insurance	
Limit of indemnity	£10,000,000 Any one occurrence in respect of Public Liability, in the aggregate in respect of Product/Pollution
Drivers' Negligence	Not Insured
Excess	£500 in respect of Damage
Applicable Courts	Worldwide excluding USA/Canada
- Employers Liability Insurance	
Limit of indemnity	£10,000,000 If EL applies, the Limit of Indemnity shall be GBP 5,000,000 in respect of bodily injury arising from Terrorism or occurring Offshore (if applicable) or arising out of exposure to Asbestos
Applicable Courts	United Kingdom and Channel Islands

People Group Services

Deductions Confirmation Letter



To whom it may concern

I am providing this open letter to provide our Agency partners with written confirmation that all payments made to any candidate working through ourselves will have been subject to the appropriate statutory deductions; PAYE, Employees NIC's, Employees Pension contributions, Student Loan and any other deductions which we are legally required to make prior to payment to the employee.

These deductions will be made across all of our products, Umbrella, PEO, PAYE, and PSC, this letter is given as formal confirmation in my position as Director of:

People Umbrella Limited

Company number 108317716

People Paye Limited

Company number 11098037

People Payments Limited

Company number 08833244

People PSC Limited

Company number 09381490

Each of our products and companies are audited independently by Professional Passport and as part of their audit standard we have to satisfy them that the payments made are subject to the appropriate deductions and that those deductions have been paid over to HRMC or NEST as required.

People CIS Limited Company number 06933298, which is not a PAYE product is also audited to ensure that appropriate deductions are made.

I understand that you may wish to provide a copy of this letter to your end Clients / Hirers as confirmation that such deductions are made and confirm my authority, consent and understanding that this letter may be used for such purposes.

Signed by

Terry Hillier as a Director for and on behalf of:

People Umbrella Ltd / People Paye Limited / People Payments Ltd / People PSC Ltd / People CIS Ltd



Private and Confidential

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



Your reference

Our reference

Date

Provider Services Compliance Report

June 2021

Professional Passport Limited

8 The Manor
Shinfield
Reading
Berkshire
RG2 9DP

0118 988 8034

Mobile 07881 511345

www.professionalpassport.com

E-mail

crawford.temple@professionalpassport.com

Mark

Following my recent visit to your offices I attach my report documenting your processes and procedures in line with Professional Passport's Audit Standards.

As you are aware our audit process not only looks to ensure an organisation is compliant against the appropriate legislation but also seeks to assess an organisation against a number of soft fact criteria, as well as it displaying an "attitude of compliance".

We believe it will be these soft fact criteria that will ultimately set organisations apart.

This report is intended to create a base line of your processes and should any of these be amended it is essential you inform us, preferably as soon as you are aware of the potential change, but in all cases once it is implemented. We will review any change, discuss where required and, amend and update our records to reflect the change in procedures. We will write to you every six months to formally request that you confirm no changes have been made.

Regards

Crawford Temple

Registered in England: No. 4393690

Registered Office

8 The Manor
Shinfield
Berkshire
RG2 9DP



People PAYE Limited ('PPL')

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

Registered No. 11098037

Tel: 0345 034 1530 Fax: 0345 604 0573

Email: legal@peoplegroupservices.com

Agency Name Limited

Address 1, Address 2, Town, PO5 8DE

Registered No. CompanyNo

Tel: 0800 123 456

Email: email@agency.com

Master Agreement with Agency for Joint Employment of Agency Workers

(April 2019 revision)

For People PAYE Limited:

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

Title: Director

Date: 11th November 2019

By the Agency:

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

Title: _____

Date: _____

Master Agreement for Joint Employment of Agency Workers

(April 2019 revision)

1. Definitions and Interpretation

1. 'the Agency' means the person or company so named on the front page of this Agreement
2. 'Agency-Hirer Contract' means a contract between the Agency and a Hirer for the performance of an Assignment by a Jointly-employed Worker for the benefit of a Hirer
3. 'Agreement' means this Master Agreement
4. 'Assignment' means
 1. an assignment to be performed by a Jointly-employed Worker, for the benefit of a Hirer contracting with the Agency, in accordance with this Agreement, and
 2. 'assignment' as defined by AWR regulation 2.
5. 'Assignment Proposal' means a proposal in the form which appears at the Appendix hereto
6. 'AWR' means the Agency Workers Regulations 2010 as amended from time to time, and the following terms have the meanings given to them in AWR:
 1. Agency Worker - regulation 3
 2. Hirer – regulation 2
 3. Qualifying Period - regulation 7
 4. Temporary Work Agency (also referred to in this Agreement as a 'TWA') – regulation 4
7. 'Conduct Regulations' means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended from time to time, and the following terms have the meanings given to them in the Conduct Regulations:
 1. Work-Seeker
 2. Employment business
 3. Work-Finding Services
 4. Vulnerable Person.
8. 'EAA' means the Employment Agencies Act 1973.
9. 'Employment Income' has the meaning given to it by the Income Tax (Earnings and Pensions) Act 2003
10. 'Gross Wages' means the total sum, including payment on account of holiday entitlement, due to the Jointly – employed worker for services supplied during the relevant pay period
11. 'the Hirer' (in addition to the meaning under clause 1.5.2 above) means the person or company for whom a Worker is to work, as specified in an Assignment Proposal
12. 'Jointly-employed Worker' means an individual who is jointly employed by the parties pursuant to this Agreement
13. 'PPL' means People PAYE Limited
14. 'Regulation 10' means AWR regulation 10
15. 'Worker' means an individual Work-Seeker, who wishes to work / work as an Agency Worker for a Hirer.
16. The headings in this Agreement are for convenience only and are not intended to have any legal effect.
17. References to Acts of Parliament, Statutory Instruments, or other subordinate legislation shall be construed as reference to such as are in force from time to time.

2. Introductory

1. The Agency is an Employment Business and a TWA, and its business is providing Work-Finding Services to Workers, in order to match Workers with Hirers requiring the performance of Assignments; save as and to the extent envisaged by this Agreement, the Agency does not itself generally act in the capacity of employer, in relation to such Workers.
2. PPL has expertise in managing employment relationships, human resources and administering payroll and related

activities; save as and to the extent envisaged by this Agreement, PPL does not generally itself provide Work-Finding Services to such Workers.

3. The parties wish to enter this Agreement, pursuant to which:

1. Workers will register with the Agency in order to seek Assignments, and the Agency will seek Assignments for such Workers
 2. On a Worker being offered (and indicating a wish to accept) an Assignment, the Agency may (but shall not be obliged to) provide PPL with an Assignment Proposal in order to introduce the Worker to PPL, with a view to the parties jointly employing the Worker; additionally, there may be occasions when a Worker who is already a Jointly-employed Worker may be offered a further Assignment.
 3. PPL may (but shall not be obliged to) agree to the parties jointly employing the Worker, and if it does agree, it will offer the Worker a joint employment contract, in terms agreed from time to time between the parties, together with an Employee Assignment Schedule in respect of the Assignment,
 4. Jointly-employed Workers will be deployed on Assignments
 5. As between (a) the parties and (b) each Jointly-employed Worker, the parties will carry joint responsibility for discharging the responsibilities of employer; and
 6. As between the parties themselves, the various Employer-related responsibilities and liabilities in relation to each such Jointly-employed Worker will be apportioned between them as provided by this Agreement.
4. In relation to all such arrangements, the capacity in which each party will act for the purposes of the Employment Agencies Act 1973 shall be that of an Employment business.
5. Either party may terminate the relationship constituted by this Agreement at any time by written notice of such period as may be specified in the notice to the other.
1. Termination of the relationship constituted by this Agreement shall have no effect on any Jointly-employed Worker's employment, and notwithstanding termination, the relationship constituted by this Agreement shall remain in force so far as necessary for the duration of any Jointly-employed Worker's employment
 2. Termination of any Jointly-employed Worker's employment shall not operate so as to terminate the relationship constituted by this Agreement.
6. This Agreement constitutes the entire agreement(s) between the parties relating to its subject matter and supersedes any earlier agreement between them; any such earlier agreement is hereby terminated by mutual consent.
7. This relationship between the parties is not exclusive; PPL is and remains at liberty to also provide services (including similar services) to, and to enter similar arrangements with, third parties, and the Agency is and remains at liberty to engage services (including similar services) from, and to enter similar arrangements with, third parties.

3. Roles and Responsibilities (as between the parties) of the Agency (Appendix A)

1. To select a suitable Worker for an Assignment, and to make all relevant disclosures to PPL and to the Worker, including:
 1. the Position and the nature of the work to be done
 2. details of any necessary experience, training, qualifications and authorisations
 3. any applicable constraints on working location and times
 4. the start date and likely duration
 5. any expenses payable
 6. details of any known health and safety risks, and of the steps taken to prevent or control such risks
 7. advising whether an engagement will involve the Worker working with or caring for or attending any Vulnerable Person.
 8. the gross hourly/daily rate for each specific assignment and where required the full value of contract irrespective of hours worked with payment terms.
 9. the actual hours worked in any assignment payroll period.
2. To comply with the requirements of the Conduct Regulations, as between itself and the Hirer.
3. To carry out identity checks and 'right to work' checks, in relation to each Worker.
4. To ensure that, in relation to each Worker, the Worker Pay Rate is sufficient to comply with the pay parity provisions in regulation 5 of AWR.
5. To contract with Hirers for the supply of Jointly-employed Workers, on such terms as it thinks fit, and to manage such contracts, including invoicing and collection.
6. To take reasonable steps to ensure that Hirers verifies verify all time actually worked by Jointly-employed Workers
7. To ensure that neither it nor a Hirer pays any remuneration or expenses in respect of any Jointly- employed Worker other

than via payroll pursuant to clause 4.3

8. Promptly from time to time, and upon request by PPL, to pay to PPL sufficient funds to enable payment by PPL of all wages and holiday pay Gross Wages due to the Jointly-employed Workers together with the agreed contribution to be made by the Agency to the employment costs of the Jointly – employed Workers.
9. To comply with all relevant legal requirements which are binding on the Agency, and to provide PPL with such information as PPL may reasonably request to enable PPL to do likewise.
10. To provide promptly from time to time all such information and cooperation as PPL may reasonably require, for the proper performance of this Agreement, and the management of Jointly-employed Workers.
11. Where a claim arises as a result of the failure by the Agency to properly discharge its responsibilities under paragraphs 3.1 – 3.10 above the Agency agrees to indemnify PPL against all losses, claims, awards, fines, penalties, orders, interest and costs incurred by or issued against PPL by virtue of its position as joint employer.

4. Roles and Responsibilities (as between the parties) of PPL (See Appendix A)

1. To respond promptly to any Assignment Proposal.
2. To administer contractual aspects of the engagement process, in relation to each prospective Jointly-employed Worker
3. To operate payroll on behalf of the parties as joint employers in respect of all Jointly-employed Workers, including (subject to being put in funds by the Agency) the disbursement on behalf of both parties of all sums due by way of
 1. salaries and paid leave entitlement, to Jointly-employed Workers
 2. PAYE tax and NIC deductions, to the appropriate authorities
 3. Employer's NIC, Apprenticeship Levy, and pensions auto-enrolment contributions, to the appropriate authorities
 4. Statutory Sick Pay
 5. Other statutory benefits or payments such as Statutory Maternity Pay, Paternity pay
 6. Paid leave entitlement accrued whilst absent due to illness or on maternity leave
4. To ensure that all remuneration paid to Jointly-employed Workers is paid and taxed as Employment Income.
5. To provide the functionality customarily associated with an HR and payroll department, in relation to all Jointly-employed Workers.
6. To manage and administer any claims that may be made by or in relation to any Jointly-employed Worker.
7. To maintain and pay for employers' liability, public liability, and professional indemnity insurance, in relation to Jointly-employed Workers; if such insurance is not effected in the joint names of the parties, PPL shall procure that the Agency's name is noted on the policy as joint employer.
8. To comply with all relevant legal requirements which are binding on PPL, and to provide the Agency with such information as the Agency may reasonably request to enable the Agency to do likewise.
9. To provide promptly from time to time all such information and cooperation as the Agency may reasonably require, for the proper performance of this Agreement, and the management of Jointly-employed Workers.
10. Where a claim arises as a result of the failure by PPL to properly discharge its responsibilities under paragraphs 4.1 – 4.9 above the PPL agrees to indemnify the Agency against all losses, claims, awards, fines, penalties, orders, interest and costs incurred by or issued against the Agency by virtue of its position as joint employer.

5. Residual liabilities

1. The parties both acknowledge that it is the Agency's sole responsibility to satisfy itself on all matters relating to the suitability of a Jointly-employed Worker for the performance of an Assignment.
2. To the extent that the parties have liabilities in relation to their positions as joint employers of the Jointly-employed Workers, and that such liabilities are otherwise not specifically allocated by this Agreement, and are not covered by insurance:
 1. where such liability is directly attributable to the acts or defaults of a party, such party shall bear the ultimate burden of such liability;
 2. otherwise, the parties shall bear the ultimate burden of such liability equally between them.

6. Payment

1. The Agency will pay to PPL all sums disbursed on behalf of both parties pursuant to clause 4.3.1 and 4.3.2 above plus, a contribution towards the statutory employment costs for the Jointly – employed Workers under calculated as X%* of the Gross Wages paid under clause 4.3.1 & 4.3.2. This payment is made as a contribution towards the statutory employment costs incurred by PPL including sums due under 4.3.3 – 4.3.6. Such contributions may be requested on each occasion

monies are required to be disbursed pursuant to clause 4.3 and shall be payable upon receipt of the contribution request. (*See Appendix B)

2. In addition to the payment due under clause 6.1 above PPL will be entitled to submit an invoice for the additional associated employment costs incurred in order to fulfil its obligations under clause 4.5 – 4.7 above. This charge will be calculated as 1% of the Gross Wages plus VAT.
3. Annually in April PPL will reconcile the payments made by the Agency on account of statutory employment costs disbursed pursuant to clauses 4.3.4 - 4.3.6 above with the sums actually paid out or incurred in respect of the jointly employed workers. Where the amount paid by the Agency on account exceeds the actual amounts expended by PPL the excess will be refunded to the Agency subject to the deduction of any amounts paid out for insurance claims and tribunal claims under clauses 4.6 & 4.7. Where the amount paid out exceeds the amount to be repaid the shortfall will be set against any excess due in subsequent years until such time as the shortfall is recovered.
4. Where an Agency terminates this agreement and there is a shortfall amount payable under clause 6.3 above PPL will be entitled to recover on demand any sums due under clause 6.3 above and the Agency agrees that it will pay any such demand within 14 days of receipt.
5. The parties agree that, pursuant to paragraph 3.2 of VAT Notice 700/34, where staff are jointly employed there is no supply for VAT purposes between the joint employers. PPL will not charge Vat on the payments received under clause 6.1 above. However, should HM Revenue & Customs alter the guidance or obtain a declaration that all or part of the supply should be subject to the addition of VAT the Agency agrees that PPL may submit an appropriate VAT invoice. (VAT will always be charged on the sum invoiced under clause 6.2.)
6. Should HM Revenue & Customs alter the guidance or obtain a declaration that all or part of the costs received under clause 6.1 above should have VAT added PPL will be entitled to terminate this agreement forthwith.

7. Intellectual Property Rights

1. All such rights in the nature of intellectual property rights (including, but not limited to, copyright) arising in any work created by a Worker in the course of an Assignment and which may vest in PPL as joint employer of the Jointly-employed Workers, are hereby assigned by way of future assignment of copyright by PPL to the Agency, and PPL will cooperate with any reasonable requirements as to formal assignment of such rights.

8. Confidentiality and Secrecy

1. The parties each recognise that information disclosed to the other in the course of the negotiation of and the performance of this Agreement will contain and incorporate confidential information in which the other has an interest.
2. The parties mutually agree with each other that they will each keep such information confidential and will neither use nor disclose to a third party any part or the whole of such information (or information gained from such disclosure). This obligation of confidentiality shall not extend so as to include information which was known to a party before disclosure by the other pursuant hereto, or which enters the public domain without fault of that party.

9. Limitation and Exclusion

1. Save to the extent expressly provided herein, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law, and except to the extent that it is not lawful to limit or exclude such liability, neither party shall be liable to the other or to anyone else for any loss or damage whatever or however caused (and whether or not caused by negligence) arising directly or indirectly in connection with this Agreement, in excess of £1,000,000
2. Notwithstanding the generality of the above, each party expressly excludes liability for consequential loss or damage of any kind, or for loss of profit, business, revenue, goodwill or anticipated savings.
3. Neither party excludes or limits liability for death or personal injury to the extent that it arises directly from negligence for which it is legally responsible, or otherwise where it is not lawful to exclude or limit liability.

10. Data Protection

1. In this clause,
 1. 'Data Protection Legislation' means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
 2. 'Data Controller', 'Data Processor', 'Data Subject', and 'Personal Data' have the meanings as defined in the Data Protection Legislation.
 3. 'Applicable Laws' means the laws of any member of the European Union or the laws of the European Union applicable to the DP.
2. Each party will
 1. comply with all applicable requirements of the Data Protection Legislation and Applicable Laws; this clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation and/or Applicable Laws

2. ensure that, in relation to any Personal Data to be provided to the other, it has all necessary appropriate consents and notices in place to enable lawful transfer of that Personal Data, for the duration and purposes of this Agreement
3. provide adequate and timely privacy notices to Data Subjects. The nature of the relationship constituted by this Agreement is such that the parties envisage that each party will be a Data Controller, and that neither will be in the position of Data Processor in relation to the other.

11. Bribery Act 2010

1. Each party confirms that it has not offered or given or agreed to give to any person employed by or connect with any gift or any consideration of any kind as an inducement to do or to forbear to do any act in relation to the entry of it into this Agreement.
2. Each party undertakes to the other that:
 1. it will comply with applicable laws, regulations, codes and sanctions relating to anti- bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-Bribery Law");
 2. it will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 3. it has and will maintain in place adequate procedures designed to prevent any conduct that would give rise to an offence under Anti-Bribery Law and to ensure compliance therewith;
 4. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement; and
 5. from time to time, at the reasonable request of the other, it will confirm in writing that it has complied with its undertakings under this provision and will provide any information reasonably requested by the other in support of such confirmation of compliance.
3. In interpreting this provision, regard shall be had to the provisions and definitions of the Bribery Act 2010 and to any current guidance issued pursuant to section 9 thereof.
4. Breach of any of the undertakings in this clause shall be deemed to be a material breach of this Agreement incapable of remedy.

12. Modern Slavery Act 2015

1. In performing its obligations under this Agreement, each party 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;
 4. and require that each of its direct subcontractors and suppliers shall comply with the anti- slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

13. Anti-Facilitation of Tax Evasion

1. In performing its obligations under this Agreement, each party 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 PPL) and
 2. to ensure compliance with clause 18.1.1;
 3. promptly report to the other any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement;
 4. at the other's request, provide the other with a statement of such steps it has taken to ensure compliance with the Criminal Finances Act 2017, together with such other information as the other may reasonably require in order to undertake risk assessments to ensure that the other is not itself facilitating tax evasion pursuant to the Criminal Finances Act 2017.

2. Each party shall ensure that any person associated with it 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 it in this clause (Relevant Terms). Each party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other for any breach by such persons of any of the Relevant Terms.
3. Breach of this clause shall be deemed a material breach of this Agreement incapable of remedy.
4. For the purposes of this clause, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with a party includes [but is not limited to] any subcontractor of that party.

14. 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 comply with all other applicable laws, statutes, regulations and codes from time to time in force.

15. Disputes generally

1. In this section, for the avoidance of doubt
 1. 'dispute or difference' does not include default; and
 2. 'default' includes failure to pay any sum by the due date, unless grounds of dispute have been expressly notified in writing to the other party; and
 3. nothing in this section shall prevent any party from immediately seeking injunctive or other equitable relief, including termination, from any court having competent jurisdiction.
2. In the event of any dispute or difference arising between the parties in connection with this Agreement, the parties shall attempt between their respective Operational Managers to resolve such dispute or difference in good faith and without recourse to legal proceedings.
3. If the parties are unable to resolve such dispute or difference within five (5) Working Days of initial discussions between the parties taking place, either party may request the other in writing that the matter be referred to senior representatives of the parties with authority to settle the dispute, who shall attempt to resolve the dispute within ten (10) Working Days of the written request to do so.

16. Alternative Dispute Resolution

1. if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.
2. Any such mediation shall be administered by Centre for Effective Dispute Resolution (CEDR) in accordance with the CEDR Model Mediation Procedure, and unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
3. If the parties do not succeed in settling the dispute within a period of 30 days following referral to mediation, then, upon notice by either party to the other, the dispute shall be referred to arbitration in accordance with clause 17.
4. Notwithstanding the referral of a dispute under this clause 16, the parties shall continue to perform their respective obligations under this Agreement.

17. Arbitration

1. Any dispute between the parties relating to this Agreement may (subject to clause 15.3) at the option of either party be referred to a single arbitrator.
2. If the parties fail to agree on an arbitrator within a reasonable time the President of the Chartered Institute of Arbitrators shall on the request of either party, make the appointment.
3. Any arbitration shall be conducted in London under the provisions of the Arbitration Act 1996 and the costs and expenses of any arbitrator agreed or appointed shall be borne by such of the parties and in such proportions as the arbitrator may determine, failing which the costs shall be borne equally by both parties.
4. Notwithstanding the referral of a dispute under this clause 17, the parties shall continue to perform their respective obligations under this Agreement.

18. Electronic Signatures

1. The parties to this Agreement agree that it may be signed by electronic signature (whatever the form the electronic signature takes), and that such method of signature shall be equally conclusive of their intention to be bound by its terms and conditions as if signed with the manuscript signature of both parties.

2. Subject thereto, and notwithstanding that the parties to this Agreement may have signed this Agreement by a form of electronic signature, no addition, amendment to, or modification or discharge of, this Agreement shall be effective otherwise than in writing on paper and signed with the manuscript signature of each party (in the case of a corporate party, by a director on its behalf).

19. Miscellaneous

1. **No agency**
For the avoidance of doubt, the relationship between the parties is solely commercial. Nothing in this agreement is intended to or shall be deemed to constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Save to the extent expressly provided, neither party (a) is or shall be liable for the other's acts defaults or omissions, or (b) has authority to bind the other. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
2. **Contracts (Rights of Third Parties) Act 1999**
No third party rights are intended to be conferred or created by this Agreement.

20. Notices

All notices shall be in writing and shall be deemed to have been duly given when delivered by hand, posted by pre-paid first class post or sent by fax or email to the intended recipient. Notices sent by fax shall be deemed received the first business day following such delivery or sending, and notices which have been posted as above shall be deemed received on the second business day following posting. Notices sent by email shall be deemed received when acknowledged.

1. **Waiver**
Failure or neglect by either party at any time to enforce any term of this Agreement shall not be a waiver of that party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.
2. **Severability**
If any provision of this Agreement is held by any court or other competent authority to be wholly or partially void, invalid, or unenforceable such provision shall be severed from the body of this Agreement (which shall continue to be valid and enforceable to the fullest extent permitted by Law).
3. **Force Majeure**
 1. If either party is prevented or delayed in the performance of any of its obligations by force majeure, then such party shall be excused performance for so long as such cause of prevention or delay shall continue
 2. 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party.
4. **Law**
This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and any questions arising shall be dealt with only by the Courts of England and Wales.



People PAYE Limited
and
Agency Name
Joint Employers

Osborne Clarke reviewed (Revision Nov 2022)

Date: 9th December 2022

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

Forename Surname

REF NO
Address 1 Address 2 Address 3 Town County PO5 CODE
TEL No

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 9th December 2022 at 11:14.

By Employee on 9th December 2022 at 11:14 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 [\[link\]](#) 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, and in any week that you are not working on assignment the Joint employers will make a payment of £1.00 (One Pound).
4. We will pay you in arrears, monthly, weekly or as otherwise mutually agreed, directly into your bank account, unless 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.
2. For the avoidance of doubt, bank and public holidays falling on days which would otherwise be normal working days, but which are not in fact worked by you, will be taken as part of your annual paid leave entitlement.
3. The holiday year runs from 1st September in each year.
 1. Annual paid leave entitlements may not be carried forwards from year to year, save where you are unable to take it as a result e.g. of sickness or maternity leave; it is your responsibility to ensure that you take any annual paid leave entitlement before the end of the holiday year; consequently if you do not take all of your leave in the current holiday year (i.e. the holiday year in which it is accrued) you will lose your entitlement to take this leave and you will not be allowed to receive a payment in lieu of this untaken entitlement even upon termination of your employment.

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

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 Mondays to Fridays.
2. The expected hours of work during any assignment will generally be 35-40 hours per week.
3. The normal days and normal hours may be set and varied by us from time to time.
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 specifications 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 weeks' notice
 3. Thereafter, either (a) by you giving us one week's notice, or (b) by us giving you notice of two weeks, plus one additional week for each year of continuous employment, up to a maximum of twelve (maximum notice twelve weeks);
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.

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 9th December 2022 at 11:14.

By Employee on 9th December 2022 at 11:14 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*

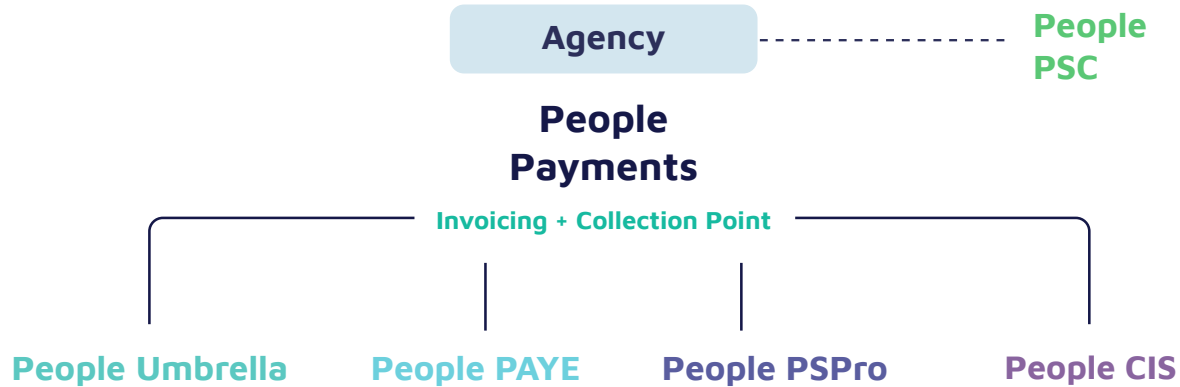
Or

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.*



1. People Payments is People Group's centralised invoice collection point.
2. Contractors will continue to be employed under the most appropriate payroll model, employment contracts will be issued to the contractor and agency agreements/contracts will remain entered into as before.
3. A centralised collection point is easier for agencies as they only have to pay into one account and also improves our reconciliation and credit control functions.
4. Payments of invoices into People Payments as requested, will discharge the Agency's liability under the invoice to any of the payroll models offered within the group.



Signed by Terry Hillier as Director for and on behalf of People Umbrella Ltd/People PAYE Ltd/People CIS Ltd/ People PSpro Ltd/People Payments Ltd/People Group Services Ltd/People Group Operations Ltd.

PEOPLE PAYMENTS LTD

Registered Office	People Group House Three Horseshoes Walk Warminster Wiltshire BA12 9BT
Legal Status	Incorporated UK Limited Company
Registered Number	8833244
Date Incorporated	6 th January 2014
Persons with significant control	People Group Operations Ltd

BANK DETAILS

Company Bankers	Barclays Corporate Plc
Account Number	83136736
Sort Code	20-05-38

PEOPLE PAYMENTS LIMITED

Proof of bank account



COMMUNISIA 9508 08/17

Date

COUNTERFOIL
bank giro credit

Cashier's stamp

Paid in by

Reference: 100150

BARCLAYS BANK PLC
BATH BRANCH

No. of Chqs/POs

Account: PEOPLE PAYMENTS*****

Notes	£50	£20	£10	£5
Coins	£2	£1		
	50p and 20p			
	10p and 5p			
	2p and 1p			

Total Cash *

Total Chqs +

Sort Code 20-05-38 Account Number 83136736 Trans. Code 78 £

▼ Please do not write or mark below this line or fold this voucher ▼

⑈ 100150 ⑈ 200538 ⑈ 83136736 ⑈ 78



KEY INFORMATION DOCUMENT

WHEN USING PEO (JOINT-EMPLOYMENT)



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

Further information can be found at [for Employment Business to insert here]

The Employment Agency Standards (EAS) Inspectorate is the government authority responsible for the enforcement of certain agency worker rights. You can raise a concern with them directly on 020 7215 5000 or through the ACAS helpline on 0300 123 1100, Monday to Friday, 8am to 6pm.

GENERAL INFORMATION

Your name:	Sarah Sample
Name of employment business:	Sample Agency
Name of intermediary or umbrella company:	People PAYE Limited
Your employer:	Sample Agency & People PAYE Limited will jointly employ Sarah Sample
Type of contract you will be engaged under:	Joint Employment contract with defined responsibilities
Who will be responsible for paying you:	People PAYE Limited
How often the umbrella company and you will be paid:	Weekly

INTERMEDIARY OR UMBRELLA COMPANY PAY INFORMATION

You are being paid through an intermediary or umbrella company: a third-party organisation that will calculate your tax and other deductions and then pay you for the work undertaken for the hirer. We will still be finding you assignments.

The money earned on your assignments will be transferred to the umbrella company as part of their income. They will then pay you your wage. All the deductions made which affect your wage are listed below. If you have any queries about these please contact us.

Your payslip may show you as an employee of the umbrella company listed below.

Name of intermediary or umbrella company:	People PAYE Limited
Any business connection between the intermediary or umbrella company, the employment business and the person responsible for paying you:	Sample Agency & People PAYE Limited are connected via joint employment terms, conditions and responsibilities

KEY INFORMATION DOCUMENT

WHEN USING PEO (JOINT-EMPLOYMENT)



1	Expected or minimum gross rate of pay transferred to the intermediary or umbrella company from us:	£650.00 (5 days @ £130)
2	Any other deductions from umbrella income (to include amounts or how they are calculated)	None
3	Deductions from intermediary or umbrella income required by law:	None
4	Holiday entitlement and pay:	Holiday is accrued at 12.07%, which equates to a pre-tax gross of £70.01 per week
5	Expected or minimum rate of pay to you:	Weekly gross taxable payment of £650.00
6	Deductions from your wage required by law:	Employees PAYE tax of £76.62 (20% of gross), employees national insurance of £55.92 (12%) & employees pension of £26.50 (5%). Plus any statutory deductions such as student loan.
7	Any other deductions or costs taken from your wage (to include amounts or how they are calculated):	£0.00
8	Any fees for goods or services:	£0.00
9	Additional benefits:	My Wallet Employment Benefits £0.00

EXAMPLE PAY

	Intermediary or umbrella fees	
Example gross rate of pay to intermediary or umbrella company from us:	1	£650.00
Any other deductions or costs taken from intermediary or umbrella income:	2	£0.00
Deductions from intermediary or umbrella income required by law:	2 + 3	£0.00

	Worker fees	
Example rate of pay to you:	5	£650.00
Deductions from your pay required by law:	6	£159.04
Any other deductions or costs taken from your pay:	7	£0.00
Any fees for goods or services:	8	£0.00
Example net take home pay:	The amount you receive	£490.96



Pay Advice

Private & Confidential

REFERENCE: PEO000001 1825 7814147

John Smith
2 Magnolia Drive
Your Town
AB1 2CD

Tax Code	1185L
National Insurance Number	TN000000M
Payment Frequency	WEEKLY
Week Ending Date	22 Jan 2021
Tax Paid to Date	£3,946.95
Gross Pay to Date	£14,788.21
Number of periods	1

Payment Components

Salary for the Period: £535.00

A (Taxable)

Holiday Pay **PAID OUT**: £0.00

B (Taxable)

Gross Taxable Pay: £535.00

Deductions & Additions Breakdown

Gross Taxable Pay: £535.00

PAYE Tax: £60.00

National Insurance: £55.00

Employee Pension: £4.10

Net PAY: £415.90

Legal Deductions: £0.00

TOTAL PAY: £415.90

Amount PAID to BANK: £415.90

Please read this Pay Advice in conjunction with your Assignment Reconciliation in all events.
Should you need to discuss this Pay Advice in detail please contact
clientcare@peoplepaye.com or call **0345 034 1530**

Where your money has been paid

Bank / B Soc Name:

Account Number

Sort Code:

Please notify us immediately if these details are incorrect

Barclays

*****XXXX

00-00-00

People PAYE Limited. Registered in England and Wales. Registered No. 11098037
Registered Office: People Group House, Three Horseshoes Walk, Warminster, Wiltshire BA12 9BT
VAT Registration number: 284 1023 26

Complaints Procedure

People Umbrella Limited aims to provide a responsive and timely service to all our clients, customers and contractors; we will:

- treat all complaints seriously and deal with them properly;
- resolve complaints promptly; and
- learn from complaints and take action to improve our service.

How to make a complaint

If you have a complaint about the service provided by People Umbrella Limited you can send your complaint by post, fax or e-mail. In all cases you should aim to provide as much relevant information as possible so that we can deal with your complaint promptly. Please also include your contact details in case we need to obtain more information from you.

All complaints about People Umbrella Limited should be sent to the Complaints Officer on:

Email: clientcare@peoplegroupservices.com

Address: Complaints Officer
FREEPOST
People Group Services

What happens next?

You will receive an acknowledgement from us that your complaint has been received. If you do not receive an acknowledgement within five working days of submitting your complaint, please contact the Complaints Officer.

Responding to complaints

In acknowledging receipt of your complaint, we will give an indication of how long it will take to send you a detailed response. In most cases, we would aim to provide a full reply within ten working days. However, this may not always be possible, especially if we need to obtain further information from someone outside of People Umbrella Limited. If it proves impossible to send a detailed answer to your complaint within the time originally indicated we will contact you again explaining the reason why and to advise when you will receive a full response.

Dealing with complaints

All complaints will be managed by the Complaints Officer. The manager responsible for the area to which your complaint relates will handle a detailed investigation into your complaint. The Managing Director of People Group Services Limited will also take a personal interest in each complaint.

People Group Services (Company No. 11570329 VAT No. 305131359) is one of the People Group of companies. Other group companies:

People PAYE Limited (Company No. 11098037, VAT No. 284102326)
People Compliance Limited (Company No. 11570398, VAT No. 305178616)

People Engage Limited (Company No. 11570346, VAT No. 305134448)
People Complete Limited (Company No. 11570386, VAT No. 305198118)

Anti-corruption and bribery policy.

1. Policy statement

- 1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery and corruption.
- 1.2 We will uphold all laws relevant to countering bribery and corruption. However, we remain bound by UK laws, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

2. About this policy

- 2.1 The purpose of this policy is to:
- (a) set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
 - (b) provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.
- 2.2 It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer if we fail to prevent bribery we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.
- 2.3 We have identified that the following are particular risks for our business
- Payment of rebates / incentives / introduction fees or bonuses to consultants in order to facilitate the introductions of the new contractors to our business.

To address those risks we have adopted a group wide policy that no such agreements will be entered into unless they are done so on a business to business basis.

- 2.4 In this policy, **third party** means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

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- 2.5 This policy does not form part of any employee's contract of employment and we may amend it at any time.

3. Who must comply with this policy?

This policy applies to all persons working for us or any Group Company or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located.

4. Who is responsible for the policy?

- 4.1 The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.
- 4.2 The Legal and Compliance Director has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering bribery and corruption.
- 4.3 Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it.
- 4.4 You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the compliance manager.

5. What are bribery and corruption?

- 5.1 **Bribery** is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.
- 5.2 An **advantage** includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.

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5.3 A person acts **improperly** where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any organisation of any kind.

5.4 **Corruption** is the abuse of entrusted power or position for private gain.

Examples:

Offering a bribe: You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.

Receiving a bribe: A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.

It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

6. What you must not do

It is not acceptable for you (or someone on your behalf) to:

- (a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- (b) give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
- (c) accept a payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that it we will provide a business advantage for them or anyone else in return;
- (d) accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.

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- (e) offer or accept a gift to or from government officials or representatives, or politicians or political parties;
- (f) threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- (g) engage in any other activity that might lead to a breach of this policy.

7. Facilitation payments and kickbacks

7.1 We do not make, and will not accept, facilitation payments or "kickbacks" of any kind.

7.2 **Facilitation payments**, also known as "back-handers" or "grease payments", are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are not common in the UK, but are common in some other jurisdictions.

7.3 **Kickbacks** are typically payments made in return for a business favour or advantage.

7.4 You must avoid any activity that might lead to a facilitation payment or kickback being made or accepted by us or on our behalf, or that might suggest that such a payment will be made or accepted. If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Legal and compliance Director.

8. Gifts, hospitality and expenses

8.1 This policy allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:

- (a) establishing or maintaining good business relationships;
- (b) improving or maintaining our image or reputation; or
- (c) marketing or presenting our products and/or services effectively.

8.2 The giving and accepting of gifts is allowed if the following requirements are met:

- (a) it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;

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- (b) it is given in our name, not in your name;
 - (c) it does not include cash or a cash equivalent (such as gift certificates or vouchers);
 - (d) it is appropriate in the circumstances, taking account of the reason for the gift, its timing and value. For example, in the UK it is customary for small gifts to be given at Christmas;
 - (e) it is given openly, not secretly; and
 - (f) it complies with any applicable local law.
- 8.3 Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.
- 8.4 Reimbursing a third party's expenses, or accepting an offer to reimburse our expenses (for example, the costs of attending a business meeting) would not usually amount to bribery. However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.
- 8.5 We appreciate that practice varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift, hospitality or payment is reasonable and justifiable. The intention behind it should always be considered.

9. Donations

- 9.1 We do not make contributions to political parties.
- 9.2 We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of a Director.

10. Record-keeping

- 10.1 We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.
- 10.2 You must declare and keep a written record of all hospitality or gifts given or received, which will be subject to managerial review.
- 10.3 You must submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

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- 10.4 All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

11. Your responsibilities

- 11.1 You must ensure that you read, understand and comply with this policy.
- 11.2 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 11.3 You must notify your manager **or** the Legal and Compliance Director as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business. Further "red flags" that may indicate bribery or corruption are set out in clause 16.

12. How to raise a concern

- 12.1 You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage.
- 12.2 If you are offered a bribe, or are asked to make one, or if you believe or suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your manager or the Legal and compliance Director as soon as possible.
- 12.3 If you are unsure about whether a particular act constitutes bribery or corruption, raise it with your manager.

13. Protection

- 13.1 Individuals who refuse to accept or offer a bribe, or who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.
- 13.2 We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future.

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Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure, which can be found in your contract and staff handbook.

14. Training and communication

- 14.1 Training on this policy forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.
- 14.2 Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

15. Breaches of this policy

- 15.1 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.
- 15.2 We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

16. Potential risk scenarios: "red flags"

The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly to your manager **or** to the Legal and Compliance Director:

- (a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- (b) you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- (c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;

People Group Services (Company No. 11570329 VAT No. 305131359) is one of the Valyrian Group of companies. Other group companies:

People PAYE Limited (Company No. 11098037, VAT No. 284102326)
People Compliance Limited (Company No. 11570398, VAT No. 305178616)

People Engage Limited (Company No. 11570346, VAT No. 305134448)
People Complete Limited (Company No. 11570386, VAT No. 305198118)

- (d) a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (e) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (f) a third party requests an unexpected additional fee or commission to "facilitate" a service;
- (g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- (h) a third party requests that a payment is made to "overlook" potential legal violations;
- (i) a third party requests that you provide employment or some other advantage to a friend or relative;
- (j) you receive an invoice from a third party that appears to be non-standard or customised;

- (k) a third party insists on the use of side letters or refuses to put terms agreed in writing;
- (l) you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- (m) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
- (n) you are offered an unusually generous gift or offered lavish hospitality by a third party.

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Anti-slavery and human trafficking policy.

Policy statement

- 1.1 Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.
- 1.2 We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.
- 1.3 This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Responsibility for the policy

- 2.1 The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.
- 2.2 The Legal and Compliance Director has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering modern slavery.
- 2.3 Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it and the issue of modern slavery in supply chains.

- 2.4 You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries are encouraged and should be addressed to the Legal and Compliance Director.

3. Compliance with the policy

- 3.1 You must ensure that you read, understand and comply with this policy.
- 3.2 The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 3.3 You must notify your manager and the Legal and Compliance Director as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future.
- 3.4 You are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.
- 3.5 If you believe or suspect a breach of this policy has occurred or that it may occur you must notify your manager or the Legal and Compliance Director as soon as possible.
- 3.6 If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with your manager or the Legal and Compliance Director.
- 3.7 We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure, which can be found at in your employment contract.

4. Communication and awareness of this policy

- 4.1 Training on this policy, and on the risk our business faces from modern slavery in its supply chains, forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.
- 4.2 Our commitment to addressing the issue of modern slavery in our business and supply chains must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and reinforced as appropriate thereafter.

5. Breaches of this policy

- 5.1 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.
- 5.2 We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

JOINT EMPLOYMENT RESPONSIBILITIES

Action	People Group	Agency
Obtain other personal info	✓	
Issue personal illustration	✓	
Issue employment contract	✓	
Issue data processing info and obtain consent	✓	
Obtain Employers & public liability insurance	✓	
Pay employers national insurance, pension, app levy	✓	
Calculate and administer Holiday pay	✓	
Pay employee's PAYE, NIC's & pension	✓	
Submit RTI	✓	
Make payments to HM Revenue & Customs for deductions & app levy	✓	
Administer employers pension scheme	✓	
Make pension payments	✓	
Source and administer employee benefits package	✓	
Administer and pay statutory obligations	✓	
Resolve payslip queries	✓	
Employment and legal support	✓	
Resolve operational and disciplinary issues		✓
Right to work checks		✓
Identity checks		✓
Obtain professional indemnity insurance		✓
Qualification checks		✓
Experience requirements		✓
Reference requirements		✓
Find assignments		✓
Check AWR requirements		✓
Issue assignment and Key Information Document		✓
Issue and receive timesheets		✓
Invoice hirer for salary costs and uplift + agency mark up + VAT where applicable		✓
Receive payment from hirer		✓
Pay People Group salary and employment costs		✓



HM Revenue & Customs

PEOPLE PAYE LIMITED
15A THREE HORSESHOES WALK
WARMINSTER
WILTSHIRE
BA12 9BT

Phone 03000 xxxxxxxxxxxx

Email xxxxxxxx@hmrc.gsi.gov.uk

Web www.gov.uk

Date 21 November 2018
VAT number XXX XXX XX

Dear Mr XXXXX,

Thank you for your emails dated 8 March 2018 and 27 July 2018 in which you set out specific VAT queries in relation to the proposed People PAYE Ltd model (PPL). It is my understanding that you wanted clarification regarding the application of VAT notice 700/34 with specific focus on what costs would be covered under disbursements between joint employers. I have now completed my review of the relevant legislation and guidance and can comment as follows.

Firstly, I had to consider if the agreement between parties constitutes a joint employment as per VAT notice 700/34. You provided sample contracts and supporting documents detailing the division of responsibility between PPL and an 'agency'. **If the working arrangement adheres to the contracts provided then I would consider a legitimate joint employment exists. I therefore agree that VAT notice 700/34 applies.**

As far as employment costs are concerned guidance at VATSC06000 says "*if staff are jointly employed by two or more parties it is not possible for one of the employers to make a taxable supply of the staff to another, even where it may charge part of the wages etc. costs of the staff.*"

VAT notice 700/34 gives further advice on paymaster services. It states "*Paymaster services can involve one company paying salaries and other expenses such as National Insurance and pension contributions. They commonly occur between associated companies in 2 situations:*

- *where employees are jointly employed by 2 or more companies and one company undertakes to pay salaries and the other expenses which it then recovers from the other joint employers*
- *where each of a number of associated companies employs its own staff, but one company (the paymaster) pays salaries and other expenses on behalf of the others who then pay their share of the costs to the paymaster*

Recovery of monies paid out by the paymaster in either of these situations is not subject to VAT as it's a disbursement. For more information about this see VAT guide (Notice 700).



In my opinion, the guidance is stating that there can be no taxable supply (of staff) between joint employers because the workers in question are each the employer's own employees. So, even when monies (thus potential monetary consideration) pass between them for paying the workers – including salaries and resulting taxes - there is still no supply between the joint employers, because the monies are related to paying their own workers. Put another way, if the worker wasn't paid by one of the joint employers, the other joint employer(s) would be jointly and severally liable to pay the worker, so the monies in question are the wages/related taxes and pensions.

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To summarise, I consider that there is a joint employment given the conditions and contracts provided. Remittances between the agency and PPL would be subject to guidance at 700/34 however only costs that can be associated with wages, related taxes, pensions and statutory payments would be classified as outside the scope of VAT.

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If you have any further queries then do not hesitate to contact me

Yours sincerely

XXXXX XXXXXXXX
Investigator

To find out what you can expect from us and what we expect from you go to www.gov.uk/hmrc/your-charter and have a look at 'Your Charter'.

PEOPLE PEO COMPLIANCE PACK



Key contacts

Payroll enquiries

payroll@peoplegroupservices.com



Martin Polden

Payroll Director

martin.polden@peoplegroupservices.com



Matthew Harrison

Payroll Manager

matthew.harrison@peoplegroupservices.com

Registrations and general enquiries

clientcare@peoplegroupservices.com



Karen Illston-Baggs

Client Care Manager

karen.illston-baggs@peoplegroupservices.com

Agency account managers

info@peoplegroupservices.com



Jason Medcalf

Business Development Director

jason.medcalf@peoplegroupservices.com



Andrew Houldsworth

Business Development Director

Andrew.houldsworth@peoplegroupservices.com

Finance enquiries

finance@peoplegroupservices.com



Lucie Clifford

Financial Accountant

lucie.clifford@people.flywheelstaging.com



Steve Billingham

Credit Control/Payroll

Stephen.Billingham@peoplegroupservices.com

