**PAYROLL & PENSION SERVICES LTD**

**(PPS Umbrella Company, Company no: 10692978)**

**Tel: 02070417569, 07496892653. email: info@ppsumbrella.co.uk**

**43 High Street, Thornton Heath, Croydon. CR7 8RW**

**TERMS AND CONDTIONS: CONTRACT OF SERVICE**

**Background of Our Company**

**PPS Umbrella company** was established to provide services that are uniquely personalised to our clients' needs. Our specialist knowledge and experience in the contractor market means we understand what is important to them and our services had been developed to meet the various requirements of independent contractors and professionals working through intermediaries, recruitment agencies or their PSCs

As an umbrella company, **PPS Umbrella Company** collects payments from intermediaries/ recruitment agencies on behalf of temporary workers/ contractors. With a competitive rate/charge, we provide payroll / payment services (where applicable) and other administrative functions, leaving contractors with more time to focus on their work without concerns.

Our umbrella service offers efficient and reliable service that is good value for money and fully **HMRC compliant**. Our experienced team will listen and advise clients/contractors based on their circumstances. We will then offer what we believe to be the best solution. We can also offer advice on personal tax issues as well.

**Main Key Points**

PPS umbrella company will act as payment intermediary to the agency worker / contractor, usually through a recruitment agency; the recruitment agency will issue a contract to the agency worker (or Limited company where applicable).

**This is a 3 way relationship: the agency worker, the umbrella Company and the client (recruitment agency)**

PPS umbrella will issue an invoice (where applicable) to the recruitment agency for contractors payment then processes payments and payroll for the agency worker / contractor after making relevant deductions.

**How to join us**

Registration can be completed over the phone, online or in person within 15 minutes.

During registration, we will ask for information regarding your contract with the recruitment agency (such as: pay rate per hour, as regards the shift pattern, and an assessment of what the likely expenses you are to incur.

For registration, we will ask for contractors personal details, proof of ID (and work eligibility where applicable), proof of address, NI number and **UTR number** (where applicable for those registered already), current tax code, and bank account information. Also, your current employment status, if for instance, you have other permanent job somewhere, this is important to enable us give you best advice.

Contractors can simply register with us by **calling us on** **02070417569 / 07496892653 or email: info@ppsumbrella.co.uk** Our advisory team will explain the various services we have to offer in full and help to choose the best payroll solution for contractors. They will be provided with personal illustration of likely wage.

**Charge / Rate**

Our charge / rate is **4%/invoice, capped at £30 for any amount below £1,500**

**Engagement Status**

The status of this engagement is that, our contractors / agent workers are classified as **self employed**, therefore, they **source and determine** their **shifts, the time/hours** they work and relative income they realize per week.

**Pension**

There are no pension arrangements applicable to this contract.

**Sick & Holiday Pay**

There are no sick and holiday pay arrangements applicable to this contract.

**Enrolment Criteria**

* You will have your personal **UTR number (Unique Tax Reference)** available. We will register you if you do not have already; however, your consent to register is very important.
* Agree to file your Self Assessment at the end of the relevant Tax Year **as PPS Umbrella Company will notify HMRC of your total “Off Payroll” wages received through our HMRC Intermediary Reports filing**.
* **You will be responsible to file and pay your tax**. Your Accountant / Tax Adviser/Agent can help you fulfill this filing obligation when due. We can assist or advise if you do not have one already.
* **Agree to pay the TAX and NI contributions due from your Self Assessment filing**
* PPS Umbrella will get HMRC Approval based on the information you supply us
* PPS Umbrella will issue you **payment invoice** of the amount that will be paid to you
* You will receive your payments same day we receive your wages from your agency
* All payments by BACS into your personal bank account only **(NOT 3RD PARTY’s)**
* You will notify us of any change in your current details immediately
* Depends on your Recruitment Agency Intermediary Payments Terms and Conditions

**Standard of Performance & Compliance**

PPS Umbrella Company hereby agrees that it shall follow the highest professional standards and be compliant with the HMRC Rules and Self employment relationship to be provided under this Agreement. We will ensure that we do not offer a solution which might put you at risk of contravening HMRC Rules or Self -Employment Legislation. PPS Umbrella Company hereby represents and warrants that they will be fully compliant with the applicable laws in performing the above mentioned services.

**Insurance and Indemnification**

Each party is responsible for its own Professional/Trade/Work/Trading activities Indemnity Insurance. Each party shall at its own expense indemnify from and against any all claims, losses, liabilities, damages, settlement, expenses and cost (including attorneys’ fees and court costs) which may arise directly or indirectly out of or relate to or any breach of this Agreement.

**We have Business Insurance cover for the followings:**

Employers Liability Insurance - £10million

Public Liability Insurance - £10million

Professional Indemnity Insurance - £1million

**Changes to Terms and Conditions**

PPS Umbrella may amend, vary or terminate the terms and conditions in this document and any such change or amendment will be notified to you personally in writing (via email), or by notice, when generally applied.

**Termination of Agreement**

This agreement may be terminated by either party giving a 2 weeks’ notice to the other party or may immediately be terminated with the death of either party.

**Confidentiality and Client Records**

All Confidential Information that is communicated to PPS Umbrella Company in connection with this agreement and services shall be held by PPS Umbrella Company in full trust for the related party’s benefit and kept in accordance with Data Protection Law. The company, PPS Umbrella in the course of performing the Services, may gain access to certain confidential or proprietary information of The Client/Contractor. Such ‘Confidential Information’ may include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the Client and any data, documents, discussion, or other information developed by the PPS Umbrella hereunder and any other proprietary and trade secret information of Client/Contractor whether in oral, graphic, written, electronic or machine-readable form. PPS Umbrella agrees to hold all such Confidential Information of the Client / Contract in strict confidence and shall not, without the express prior written permission of the Client/Contractor, disclose such Confidential Information to third parties; or use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder.

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**Service Agreement**

|  |  |
| --- | --- |
| **Effective Date (DD/MM/YYYY)** |  |
| **Umbrella Company** | **PPS UMBRELLA COMPANY** |
| **Registered Office** | **43, High Street****Thornton Heath, Croydon. CR7 8RW** |
| **Contractor / Agent Worker** |  |
| **Address** |  |
| **Postcode** |  |
| **DOB** |  |
| **NI Number** |  |
| **UTR Number** |  |
| **Telephone/Mobile** |  |
| **Email** |  |

The above mentioned parties do hereby agree as follows:

This agreement shall become effective on the above stated effective date and it shall continue in effect, unless it is terminated due to provisions stated in this hereby Agreement.

Under the terms and conditions stated in this Agreement, the Contractor hereby authorizes Payment & Pension Services (PPS Umbrella Company) Ltd to collect payments on his/her behalf

**Captions**

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement

**Applicable Law**

This agreement shall be governed and construed in accordance with English law on Contractor.

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| --- | --- | --- |
|       |  |       |
| Name of the Contractor  |  | Signature |

**PERSONAL BANK ACCOUNT DETAILS**

|  |  |
| --- | --- |
| **NAME ON THE CARD** |  |
| **BANK NAME** |  |
| **SORT CODE** |  |
| **ACCOUNT NUMBER** |  |

**I agree that the bank details shown above are mine and correct. I also agree that I may be reported to the relevant authorities for prosecution if found to give wrong information**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| **Name of the Contractor**  |  | **Signature** |  | **Date** |