OPRaaS
Virtual Compliance Director

TRN LIVE SESSION

Compliance as a *commercial advantage*.

Turning the compliance capability you already pay for into evidence that wins, keeps and grows client relationships.

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OFFICIAL PARTNER TRN

THE ARGUMENT

You already pay for compliance. Almost nobody gets paid for it.

Compliance is *your asset*.

Every recruitment business here funds compliance already. Governance, systems, audits, insurance, legal review, and a great deal of senior time.

Very few can convert any of it into a reason a client chooses them, pays them properly, or keeps them when procurement comes round again.

DEFINING THE TERM

So what do we actually mean by *compliance*?

In a labour supply chain it is not one thing, and it is not a folder. It is six checkable things, and every one of them can be evidenced.

01
Chain visibility
Every entity in every tier, and who actually runs the payroll at each step.

02
Worker status
Employment status, the IR35 position, and supervision, direction and control.

03
Pay and tax
PAYE, NIC and RTI genuinely operated, traceable from payslip to bank payment.

04
Deductions and entitlements
Margin, deductions and holiday pay, shown in full and reconciled.

05
Right to work
Right to work and CIS handling for the workers actually placed, not the policy.

06
Governance and record
A named owner, a set cycle, and a dated record of what was checked.

Compliance is the evidenced state of your labour supply chain, tested and recorded on a cycle.

WHERE THE RISK SITS NOW

The risk has moved *up the supply chain*.

End client ▶ **Recruitment business** ▶ Umbrella or supplier ▶ Worker

PAYE responsibility for umbrella employed workers now sits here

From 6 April 2026, the agency that holds the contract with the end client is responsible for making sure PAYE is operated correctly on workers employed by an umbrella company. Where there is no UK agency, the end client carries it, and HMRC can recover any underpayment from that party.

> **Known in the market as joint and several liability. The umbrella still owes the money, and HMRC can come to you as well.**

Source: GOV.UK, PAYE rules for labour supply chains that include umbrella companies from 6 April 2026.

THE NEXT TWELVE MONTHS

What recruitment leaders need to know now.

APRIL 2026
In force

Umbrella PAYE responsibility sits with the agency holding the client contract, or the end client where there is no UK agency.

APRIL 2026
In force

The Fair Work Agency is live. One body now spans minimum wage, agency conduct and labour exploitation. Powers phasing in.

OCTOBER 2026
Coming

An all reasonable steps duty on preventing sexual harassment, including by third parties. Tribunal time limits rise to six months.

OCTOBER 2026
Indicated

Right to work checks extend beyond employees to agency, gig and self employed labour. Penalties up to £60,000 per illegal worker.

2027
Consulting

Umbrella companies brought into regulation under the Fair Work Agency. Guaranteed hours and shift notice extend to agency workers.

IR35 and SDC have not gone away. They now sit inside a chain you are accountable for.

Sources: GOV.UK umbrella PAYE guidance, the published Employment Rights Act timetable and Home Office indications on right to work. Items marked coming, indicated or consulting are not yet final.

THE GAP

Asking is not assurance. *Evidence is*.

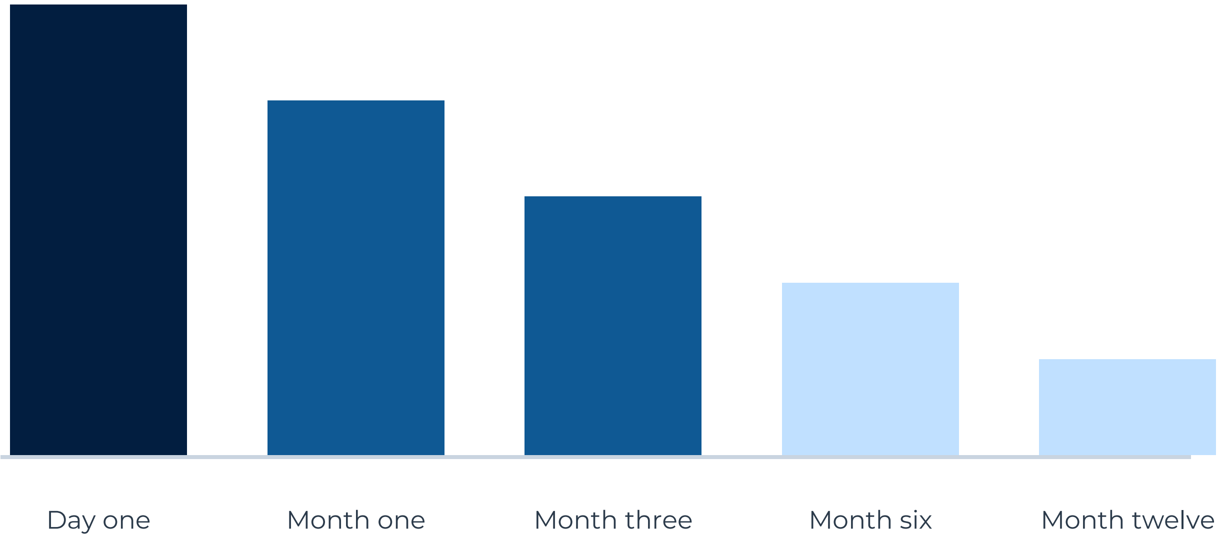
A completed questionnaire tells you what a supplier said on the day somebody signed it.

It does not tell you who ran their payroll last month, or whether the worker standing on your client's site was paid the way the contract says they would be.

WHY POINT IN TIME CHECKS DECAY

Compliance has a *half life*.

Confidence in a point in time check



What changes in between

- A new payroll intermediary
- A new margin or deduction model
- A director resigns
- Holiday pay handling changes
- Right to work documents expire

The check was true. It just stopped being true, and nobody was watching.

SUPPLIER GOVERNANCE

A preferred supplier list is not a list. It is a *control*.

What most PSLs actually are

- A spreadsheet of names.
- Added when somebody needed capacity quickly.
- Reviewed when a contract comes up for renewal.
- Owned by nobody in particular.

What a PSL *framework* is

- Written entry standards, applied before placement.
- Evidence at onboarding, not assurances.
- A contractual right to audit worker level data.
- Re-verification on a fixed cycle, not at renewal.
- A rating that can change between reviews.
- A named owner, and a trigger to remove a supplier.

UMBRELLA DUE DILIGENCE

What credible umbrella due diligence looks like.

1. The legal entity, its company number, and who its directors are.
2. Who actually runs the payroll, and whether that is the entity you contracted with.
3. PAYE and NIC traced from payslip, to bank payment, to RTI submission.
4. Deductions and margin shown in full, with no unexplained lines.
5. How holiday pay is calculated, when it is paid, and how it reconciles.
6. Right to work and CIS handling for the workers actually placed.
7. A contract giving you a right to audit and to see worker level data.
8. Re-verification on a set cycle, with a record of what was checked.

Ask for the evidence, not the confirmation. How fast a supplier can produce it is itself a control indicator.

THE COMMERCIAL SWAP

Stop selling compliance. Start selling *proof*.

STOP SELLING

Claims

“We have robust compliance processes.”

“All our suppliers are fully vetted.”

“Our suppliers hold the right accreditations.”

Your competitor writes the same sentence. The buyer cannot test it, so they discount all of it equally.

START SELLING

Proof

- A mapped chain, tier by tier, with who pays whom.
- Worker level audit findings, on a set cycle.
- A dated record of what was checked, and when.
- A rating that changes when reality changes.

A buyer can inspect this. It cannot be copied into a competitor's tender.

Claims cancel each other out. Proof is the only part of your compliance a client can actually buy.

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THE SENTENCE THAT DOES THE WORK

Change the conversation.

FROM

“We have robust compliance processes.”

TO

“Would you like us to show you how we know the workers supplied into your organisation remain compliant after onboarding?”

It moves you from claim to demonstration.

It makes the buyer's own new duty visible.

It opens a conversation the incumbent cannot join.

THE COMMERCIAL RETURN

What evidenced compliance *wins you*.

01

You win work others cannot bid for

Clients carrying new duties need suppliers who can evidence the chain. Evidence is what gets you onto preferred supplier lists and through the framework and tender questions that stop your competitors.

02

You keep work at renewal

Procurement reviews are won by the supplier who can produce evidence on request, not the one who promises to. Audit ready beats well intentioned every time.

03

You compete on assurance, not on rate

Assurance is a reason for a client to pay your margin. A rate card is not. Lower risk is worth real money to a buyer whose own exposure has just increased.

04

You get placed faster

When your evidence already answers the client's internal risk, legal and audit questions, their sign off moves quicker and your workers start sooner.

None of this is new spend. It is the same compliance work, produced in a form a client can inspect.

WHY PROTECTION IS COMMERCIAL

Protection is part of the *advantage*.

Since 6 April 2026, an unpaid PAYE bill inside your supply chain can be collected from you. Evidence is the only thing standing between a supplier's failure and your balance sheet. That protection is not a side benefit. For an owner, it is part of what the business is worth.

- **Helps prevent criminal liability**
- **Protects contracts**
- **Safeguards brand reputation**
- **Averts business disruption**
- **Mitigates financial penalties**
- **Supports ethical labour standards**
- **Strengthens the industry's reputation**
- **Builds trust and accountability**

Your defence is evidence. **Map the chain. Test the parties. Record the practice. Continuously.**

AND WHEN YOU COME TO SELL

The value nobody prices until *you come to sell*.

Liability moves up the chain

HMRC rules now expose an agency to PAYE and NIC beyond its own employees.

Buyers now probe labour risk

Purchasers scrutinise contingent worker tax, umbrella models and worker status.

Fragmented evidence invites chips

Inconsistent documentation triggers price reductions and indemnities.

Late questions cost the most

Labour concerns surface during data room review, when your leverage is lowest.

WHAT READY LOOKS LIKE

- **A buyer ready narrative**
  Labour compliance framed for the transaction, in buyer language.
- **Curated, ready evidence**
  Documentation organised so questions come back in days, not weeks.
- **Early sight of material risk**
  Issues surfaced before they become a price issue.

The evidence file that wins you clients is the same file a buyer will ask for.

TAKE THIS INTO A CLIENT MEETING

The ten minute client compliance *health check*.

Visibility	Can you name every entity that pays a worker on your sites?	R	A	G
Supplier control	Do your contracts give you a right to audit and to worker level data?	R	A	G
Worker evidence	Could you evidence PAYE for one named worker this week?	R	A	G
Ongoing assurance	When did anyone last check, and what did they check?	R	A	G
Governance	Who owns this, and who do they report to?	R	A	G

Rate each area red, amber or green with your client. Amber and red are conversations, not criticisms.

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THE QUESTION THAT UNLOCKS IT

If a regulator started with one worker and worked upwards, where would the *chain break*?

Ask it about their supply chain, not yours. Then stop talking. The pause is the insight, and it is the start of the commercial conversation.

HOW IT GETS BUILT

From compliance process to compliance *asset*.

A process protects you. An asset earns for you. The difference is whether the work produces evidence somebody outside your business can inspect.

ACTION

Three things to do next week.

01

Map one chain

Pick your largest client. Draw the chain on one page, tier by tier, including who runs the payroll at each step. Note every gap you cannot fill from memory.

02

Ask for evidence

Take your three largest umbrella suppliers. Trace one worker, one week, from payslip to bank payment to RTI. Time how long they take to produce it.

03

Run the health check

Book one client meeting and run the five area health check together. Rate it in their words, not yours, and let the ambers set the agenda for the next meeting.

None of this needs budget approval. All of it changes what you can say to a client.

OPRaaS
Virtual Compliance Director

Compliance used to be something a recruitment business had to prove when something went wrong.

The opportunity now is to prove it before anything goes wrong, and to make that part of why clients choose you.

Compliance is *your asset*. Evidenced daily.

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THE ASSURANCE LAYER

OPRaaS Virtual Compliance Director

Continuous labour supply chain assurance across the whole chain, from end client to recruitment business to umbrella or supplier to worker.

Not another onboarding questionnaire.

End client | Recruitment business | Umbrella or supplier | Worker

OPRaaS designs and runs the framework. You govern with it, and you own the evidence. Sell side due diligence is available for owners preparing an exit.

Government Commercial Agency *Supplier*

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