

Protocol Education Limited - Terms and Conditions for Temporary Workers

1. Terms and Conditions

- a) This agreement is made between Protocol Education Limited (the "Company") and the temporary worker (the "Worker"). For the purposes of this contract "Client" means the school, organisation or company requiring the services of the Worker and "Assignment" means the period during which the Worker is contracted under a contract for services to the Client on behalf of the Company in accordance with these terms and conditions.
- b) Nothing in these terms and conditions (the "Terms") will give rise to the presumption that the Worker is at any time an employee of the Company or the Client. It is a condition of engagement that you, the Worker, will undertake any Assignment for the Company as a self-employed Worker and not as an employee.
- c) Although the Company will attempt to find suitable Assignments for the Worker there is no obligation upon it to do so. Equally, there is no obligation upon the Worker to accept all or any of the Assignments offered. However, once the Worker has agreed to undertake an Assignment, the Worker is bound by these Terms.
- d) The Company acts as an employment business in the conduct of these Terms and no fee is charged to the Worker for finding suitable work.
- e) These Terms will apply to all Assignments agreed after the date these Terms are issued.

2. Assignments

- a) The Company will endeavour to obtain suitable Assignments (teaching or associated activities) for the Worker for which the Company will offer a fee, inclusive of holiday pay entitlement, which may vary from time to time.
- b) When offering an Assignment to a Worker, the Company will at the same time inform the Worker of: the identity of the Client; the specific type of work; the start date and duration of the Assignment; the location of the Assignment; the rate of remuneration and any expenses payable; any risks to Health and Safety known to the Client and the steps taken to prevent or control them; the experience, training or qualifications the Client considers necessary for the Assignment.
- c) This information will be confirmed in writing to the Worker by the end of the 3rd working day following the Assignment offer, save where the Worker has already been working with the Client within the previous 5 days and has already received this information in writing.
- d) The Company shall pay to the Worker remuneration, including statutory holiday pay, calculated at a minimum daily rate (pro-rated for shorter periods) of £85 for Teachers, £42 for Nursery Nurses and £42 for Support Workers. The Worker will be notified of the actual fee for each Assignment which shall not be less than the minimum daily rate set out above prior to the commencement of each Assignment.
- e) The Worker agrees that:
- (i) The nature of temporary work means that there may be periods when no suitable Assignments are available;
- (ii) The Company shall solely determine the suitability of the Worker for Assignments; and
- (iii) The Company shall incur no liability towards the Worker should it fail to offer Assignment opportunities.
- (iv) Once the Worker has agreed to carry out an Assignment there is a contractual obligation to do so.
- f) The Worker is free to undertake other work provided that it does not interfere with the Worker's ability to complete an Assignment for which the Worker is contracted to the Company to deliver. Failure to complete the Assignment will release the Company from any obligation to pay the fee for any part not completed.
- g) Any amendment to these Terms for an Assignment will be by mutual agreement and will be communicated to the Worker in writing no later than 5 business days following such agreement. No variation to these Terms shall be valid unless approved by a Director of the Company in writing.

3. Timesheets

- a) The Worker will complete the Company's standard timesheets and will present the timesheet for signature to the authorised representative of the Client. The Worker will return the duly completed timesheet to the Company at the completion of each standard working week.
- b) Where the Worker fails to submit a properly authenticated timesheet, the Company shall conduct further investigations into the hours worked and the reasons why the Client has refused to sign the timesheet in respect of those hours, which may delay the payment to the Worker.
- c) The Worker shall provide services during the Client's standard working week as specified prior to the commencement of the Assignment. If the Client requests the Worker at any time to work over and above the specified period the Worker should approach the Company to renegotiate the period with the Client. Such additional work will be paid at the contracted fee level for the Assignment unless otherwise agreed by the Client.
- d) For the purposes of the Working Time Regulations 1998 (as amended), the Worker's working time shall only consist of those times when the Worker is carrying out activities or duties for the Client as part of an Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Worker's working time.

4. Payment of Fees

- a) The Worker shall receive fees (the "Fees") from the Company weekly in arrears. The Company will deduct Income Tax under PAYE and Class 1 National Insurance contributions from Fees due to the Worker as required by Section 44 of the Income Tax (Earnings and Pensions) Act 2003 and the Social Security (Categorisation of Earnings) Regulations and any other deductions which the Company may be required by law to make.
- b) Subject to any statutory entitlement, the Worker is not entitled to receive payment from the Company or its Client for time not spent on Assignments, whether in respect of holidays, sickness, or absence for any other reason unless otherwise agreed.
- c) The Company undertakes to pay the Worker for all work undertaken on the Assignment irrespective of whether the Client pays the Company for the service of the Worker.

5. Conduct of Assignments

- a) The Worker shall during every Assignment and afterwards where appropriate:
- (i) Provide the services with all reasonable skill and care and co-operate with the Client's reasonable instructions
- (ii) Observe any relevant rules and regulations of the Client's establishment to which attention has been drawn or which the Worker might reasonably be expected to ascertain
- (iii) Take all reasonable steps to safeguard the Worker's own safety and the safety of any other person who may be present or affected by the Worker's actions during the Assignment and comply with the Health and Safety policies of the Client
- (iv) Not engage in any conduct detrimental to the interests of the Client
- (v) Not at any time divulge to any person nor use for the Worker's own or any other person's benefit any confidential information relating to the Client's or the Company's employees, business affairs, transactions or finances, save in the proper performance of the Worker's services for the Client or as may be required by law.
- b) If the Worker is unable to attend the Client's establishment when required to do so in the course of an Assignment the Worker should inform the Company by 7.30am of the working day and in any case not less than one hour before the Assignment is due to commence. The Worker shall also inform the Company if the Worker is unable to provide the services for a period of more than 3 days.
- c) The Worker will normally retain the copyright of personal materials produced to fulfil an Assignment. Where an Assignment specifically requires the production of materials for use by the Client, the Worker shall vest the rights to those materials in the Client. The Worker shall take all such steps and procure the execution of any necessary documents to vest legal and beneficial rights in the Company and/or the Client.
- d) The services provided in accordance with these Terms are covered by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and the provisions of Part V of the Police Act 1997. The Company reserves the right to require the Worker to apply for an Enhanced Disclosure from the Criminal Records Bureau at any time.

- e) The Worker will inform the Company if:
- (i) At any time a complaint is brought by an educational establishment or any other organisation with responsibility for children against the Worker, or if the Worker has been arrested or accused of a criminal offence, and
- (ii) If the Worker's state of health changes in such a way as to affect the Worker's suitability to work in the Assignment contracted.

6. Statutory Entitlements

- a) The Worker may be eligible for Statutory Sick Pay provided that the relevant statutory criteria are met i.e. where the Worker is unable through illness to work for a period of 4 or more consecutive days which shall include days on which the Worker would not ordinarily have worked including weekends and public holidays.
- b) The Worker may be eligible for Statutory Maternity Pay provided that the relevant statutory criteria are met.
- c) The Working Time Regulations 1998 (as amended) (the "Regulations") the worker to 5.2 weeks pro rata paid holiday a year
- d) Payment of the Worker's entitlement to paid holiday under the Regulations shall be calculated and paid proportionately in advance according to the amount of time worked by the Worker on Assignments. Twelve point one percent (12.1%) of the daily rate is advance payment of statutory holiday pay and is paid from the first day of the Assignment and the worker agrees that this is included in the fee. Workers are required to take holiday during the normal half term and school holidays that the Client schedules.
- e) The Working Time Regulations 1998 provide that the Worker may not be required to work, on average, more than 48 hours in a week unless the Worker has signed a consent (as detailed in 6f). This limit includes all work carried out by the Worker, not just work for the Company. Accordingly the Worker must notify the Company of any hours worked for any other party during the duration of each Assignment to enable the Company to comply with its legal obligation to record the hours worked by the Worker and to ensure compliance with the Regulations.
- f) By signing this contract the Worker consents to working in excess of 48 hours per week averaged over a 17-week period where necessary. The Worker must give 3 months notice of any wish to withdraw this consent. **[Clause to be deleted if the Worker does not wish to give such consent]**
- g) None of the provisions of this section shall affect the Worker's status as a self-employed worker.

7. Termination

- a) The Company may, without notice or liability, terminate the Worker's Assignment at any time with offers of work, including the Guaranteed Work Scheme subject to satisfactory references.
- b) The Worker may terminate an Assignment without prior notice or liability.
- c) If the Worker does not notify the Company in accordance with 5b) when the Worker is unable to provide the services during an Assignment, the Company may at its discretion treat this as termination of the Assignment by the Worker in accordance with 7a), unless the Worker can show that exceptional circumstances prevented compliance with 5b).
- d) If the Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated, the Company will be entitled to terminate the Assignment in accordance with 7a).

8. Permanent Work Finding Services

- From time to time a Client may request that the Company seeks an individual to fill a permanent post, or a Worker may indicate an interest in obtaining a permanent post in the education field. In such a situation the terms set out below will apply:
- a) The Company will for these purposes operate as an employment agency.
- b) Where appropriate, the Company will notify the Worker of any suitable opportunities. It should be noted that permanent work finding services are not a core part of the Company's operations and it will not actively solicit instructions from Clients to find permanent workers for them.
- c) When offering a permanent post to a Worker, the Company will at the same time inform the Worker of: the identity of the Client; the specific type of work; the start date and duration of the post; the location of the post; the rate of remuneration and any expenses payable; any risks to Health and Safety known to the Client and the steps taken to prevent or control them; the experience, training or qualifications the Client considers necessary for the post.
- d) The Company shall not have any authority to enter into a contract on behalf of the Worker and shall not receive any money on behalf of the Worker.
- e) No fees will be payable by the Worker for services under this clause.
- f) Either party may terminate the provision of services under this clause with immediate effect at any time.

9. Data Protection

- a) The Company recognises the importance of safeguarding personal privacy when dealing with information about workers on its database. Our policy is to comply with the provisions of the Data Protection Act 1998 as set out in the Company Data Protection Policy which is updated from time to time to reflect changes in technology and to reflect our legal obligations.
- b) The Company Data Protection Policy complies fully with the terms of the Data Protection Act 1998. Access to personal data will be granted on submission of a written request with a cheque for a £10 administration fee made payable to the Company to the Quality Manager at Head Office.

10. General

- a) The Company needs to have up to date details for the Worker in order to be able to consider the Worker for Assignments. If the Worker wishes to be considered for Assignments, the Worker should inform the Company without delay of any changes of name, address, bank details and emergency contact details.
- b) The Company shall not be liable for any failure to fulfil its obligations to the Worker where such failure is due to circumstances beyond its control.

11. Jurisdiction

- a) The contract between the parties is governed by the Laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.
- b) If at any time any provision in this contract is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be impaired.

Name of Worker (Please Print)
Signature:
Date:
Signed for and on behalf of the Company
Date: