

## 1. Definitions

1.1. These definitions and rules of interpretation apply in these terms of engagement.

**"Agency"** refers to the employment business the Agency Worker is registered with as confirmed in the Assignment Confirmation, which is either:

Vision for Education Ltd, Registered Number 6433086, Registered Office First Floor (South), Cathedral Buildings, Dean Street, Newcastle upon Tyne NE1 1PG, or

ABC Teachers Ltd, Registered Number 05480764, Registered Office First Floor (South), Cathedral Buildings, Dean Street, Newcastle upon Tyne NE1 1PG, or

Smart Teachers Ltd, Registered Number 05497433, Registered Office First Floor (South), Cathedral Buildings, Dean Street, Newcastle upon Tyne NE1 1PG.

**"Agency Worker"** a person Introduced and/or supplied by the Agency to the Hirer, to provide services to the Hirer (not as an employee of the Hirer), who is named in the Assignment Confirmation and is referred to in this agreement as the Agency Worker, or 'you' and 'your' shall be construed accordingly.

**"Assignment"** the temporary services to be carried out by the Agency Worker for the Hirer, as more particularly described in clause 3 and in the Assignment Confirmation.

**"Assignment Confirmation"** the Agency's written confirmation of the details of a particular Assignment to be given to the Agency Worker on acceptance of that Assignment.

**"AWR"** the Agency Workers Regulations 2010.

**"Business Day"** a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

**"Calendar Week"** shall have the meaning in regulation 7(4) of the AWR.

**"Conduct Regulations"** the Conduct of Employment Agencies and Employment Business Regulations 2003.

**"Confidential Information"** information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Hirer, the Agency or any Group company for the time being confidential to the Hirer, the Agency or any Group company and trade secrets including, without limitation, technical data and know-how relating to the business of the Hirer or the Agency or of any Group company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that the Agency Worker creates, develops, receives or obtains in connection with the Assignment, whether or not such information (if in anything other than oral form) is marked confidential.

**"Data Protection Laws"** means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data.

**"Demand"** any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding.

**"Engage"** the employment of an Agency Worker or the engagement directly or indirectly through any employment business other than through the Agency (whether for a definite or indefinite period) of an Agency Worker as a direct result of any Introduction and/or Assignment to the Hirer, and the term "Engaged" shall be construed accordingly.

**"Group"** in relation to a company, that company, each and any subsidiary or holding company from time-to-time of that company, and each and any subsidiary from time-to-time of a

holding company of that company.

**"Hirer"** the person, firm, organisation, entity, partnership, company or Group company (as the case may be) to whom the Agency Worker is Introduced and/or supplied.

**"Intellectual Property Rights"** patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**"Introduce"** (i) the provision to the Hirer of information by the Agency whether by way of a curriculum vitae or otherwise which identifies the Agency Worker, or (ii) the Hirer's interview of the Agency Worker, or (iii) the supply of the Agency Worker to the Hirer by the Agency, and "Introduction" and "Introduced" shall be construed accordingly.

**"Introduction Fee"** a fee payable by the Hirer to the Agency in the circumstances set out in clause 4.

**"Other Qualifying Period Payment"** any remuneration payable to the Agency Worker (other than the Qualifying Period Rate of Pay), which is not excluded by virtue of regulation 6 of the AWR, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by an Agency Worker.

**"Qualifying Period"** 12 continuous calendar weeks, as defined in regulation 7 of the AWR, subject always to regulations 8 and 9 of the AWR.

**"Qualifying Period Rate of Pay"** the rate of pay that will be paid to the Agency Worker on completion of the Qualifying Period, if this rate is higher than the Rate of Pay. Such rate will be paid for each hour or day (as applicable) worked during an Assignment to the nearest quarter hour, weekly in arrears, subject to any deductions that the Agency is required to make by law and to any deductions that the Agency Worker has agreed.

**"Rate of Pay"** the Rate of Pay that will be paid to the Agency Worker prior to completion of the Qualifying Period, which will be confirmed in the Assignment Confirmation. Such rate will be no less than the National Living Wage and will be paid for each hour or day (as applicable) worked during an Assignment, weekly in arrears, subject to any deductions that the Agency is required to make by law and to any deductions which the Agency Worker has agreed.

**"Relevant Period"** the longer period of either (a) 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Agency; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by the Agency for 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous Assignment.

**"Relevant Terms and Conditions"** the Relevant Terms and Conditions as defined in regulation 6 of the AWR that apply once the Agency Worker has completed the Qualifying Period.

**"Required Assignment Information"** shall have the meaning set out at clause 3.4.

**"Vulnerable Person"** shall have the meaning set out in regulation 2 of the Conduct Regulations.

**"WTR"** the Working Time Regulations 1998.

1.2. A **person** includes a natural person, corporate or

unincorporated body (whether or not having separate legal personality).

- 1.3. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.5. A reference to a **statute** or **statutory provision** is a reference to it as amended, extended or re-enacted from time to time and such reference shall include all subordinate legislation made from time to time under that statute or statutory provision.

## 2. The agreement

- 2.1. This agreement has been entered into between the Agency and the Agency Worker named in the Assignment Confirmation on the date stated on the Assignment Confirmation.
- 2.2. The terms of this agreement apply from 25 October 2018 and (together with the Assignment Confirmation) set out the entire agreement between the Agency and the Agency Worker for the supply of services to the Hirer and shall govern all Assignments undertaken by the Agency Worker (including, for the avoidance of doubt, where the Agency Worker undertakes an Assignment without having signed these terms for engagement). In the event of any conflict between this agreement and the Assignment Confirmation, the terms of this agreement shall prevail.
- 2.3. For the avoidance of doubt, this agreement constitutes a contract for services and not a contract of employment between the Agency and the Agency Worker or the Agency Worker and the Hirer. No contract shall exist between the Agency and the Agency Worker between Assignments.
- 2.4. For the purposes of the Conduct Regulations, the Agency acts as an employment business in relation to the Introduction and/or supply of the Agency Worker to the Hirer.

## 3. Assignments

- 3.1. Before the Agency can offer the Agency Worker an Assignment, the Agency Worker must provide the Agency with copies of any relevant qualifications or authorisations including an up-to-date Disclosure and Barring Service certificate and two references, which are from persons who are not related to the Agency Worker.
- 3.2. The type of work that the Agency will endeavour to find the Agency Worker is confirmed at the end of this document. The Agency will endeavour to obtain suitable Assignments for the Agency Worker based on the Agency Worker's qualifications, skills and experience to perform the following type of work: Teacher / Unqualified Teacher / Cover Supervisor / Teaching Assistant / Higher Level Teaching Assistant / Tutor / Invigilator / Nursery Nurse / Administration Staff / Other. The Agency is not obliged to offer an Assignment to the Agency Worker and the Agency Worker shall not be obliged to accept any Assignment offered by the Agency.
- 3.3. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available. The Agency Worker agrees that suitability of an Assignment shall be determined solely by the Agency and that the Agency shall incur no liability to the Agency Worker should it fail to offer Assignments or any other work to the Agency Worker.
- 3.4. At the same time as an Assignment is offered to the Agency Worker, or at such other time and in such format as set out in the Conduct Regulations (and providing the information has not previously been provided), the Agency shall provide the Agency Worker with the following information (the Required Assignment Information):
  - 3.4.1. the identity of the Hirer and, if applicable, the nature of its business,
  - 3.4.2. the date the Assignment is to commence and the duration or likely duration of the Assignment,
  - 3.4.3. the position which the Hirer seeks to fill, including the type of work the Agency Worker in that position would be required

to do, the location at which, and the hours during which, the Agency Worker would be required to work,

- 3.4.4. the Rate of Pay,
- 3.4.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks, and
- 3.4.6. the experience, training, qualifications and any authorisation which the Hirer considers are necessary, or which are required by law or a professional body, for the Agency Worker to possess in order to work in the Assignment.
- 3.5. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment, or completes the Qualifying Period during the relevant Assignment, the Agency Worker will be informed of the Qualifying Period Rate of Pay if different from the Rate of Pay, together with the Other Qualifying Period Payments and the other Relevant Terms and Conditions to which the Agency Worker is now entitled under the AWR.
- 3.6. If the Agency Worker considers that they have not received the Relevant Terms and Conditions on completion of the Qualifying Period, the Agency Worker may raise this in writing with the Agency, setting out as fully as possible, the basis of their concerns. The Agency shall, within 28 days of receiving such request, provide the Agency Worker with a written statement setting out:
  - 3.6.1. relevant information relating to the basic work and employment conditions of the workers of the Hirer,
  - 3.6.2. the factors that the Agency considered when determining such basic work and employment conditions, and
  - 3.6.3. where the Agency seek to rely on the defence in regulation 5(3) of the AWR, relevant information which:
    - 3.6.3.1. explains the basis on which it is considered that an individual is a comparable employee, and
    - 3.6.3.2. describes the basic work and employment conditions which apply to that employee.
- 3.7. Any Assignment in which the Agency Worker provides online tuition is not the "same job" as classroom based teaching for the purpose of regulation 5(1) of the AWR and therefore does not entitle the Agency Worker to the same "basic working and employment conditions" (as set out in the AWR) as those that would apply to an Assignment in which the Agency Worker provides classroom based teaching, nor does any online tuition Assignment count towards the Qualifying Period under regulation 7 of the AWR in respect of any classroom based teaching Assignment.

## 4. Temporary to permanent

- 4.1. The Agency Worker acknowledges that the Agency will be entitled to charge the Hirer an Introduction Fee where:
  - 4.1.1. the Hirer engages the Agency Worker before or during an assignment, or within the Relevant Period, or
  - 4.1.2. the Hirer introduces the Agency Worker to a third party (other than another employment business), who subsequently Engages the Agency Worker within the Relevant Period.
- 4.2. The Introduction Fee will not be payable in the circumstances described in clause 4.1.1 if the Hirer agrees to extend the period of the Assignment for a specified period, at the end of which the Agency Worker may be Engaged by the Hirer without further charge.

## 5. Agency Worker's obligations

- 5.1. The Agency Worker is not obliged to accept any Assignment offered by the Agency. If the Agency Worker does accept an Assignment, they must confirm their acceptance of the Assignment by replying to the Assignment Confirmation email before they begin the Assignment.
- 5.2. If the Agency Worker does accept an Assignment, the Agency Worker confirms by their acceptance that they accept the terms of this agreement and in addition that they shall:
  - 5.2.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation,
  - 5.2.2. observe any relevant rules and regulations of the Hirer's organisation (including normal hours of work) of which the

- Agency Worker has been informed or of which the Agency Worker should be reasonably aware,
- 5.2.3. co-operate with the Agency in the completion and renewal of all mandatory checks, including in relation to the Agency Worker's Right to Work in the United Kingdom,
  - 5.2.4. take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the Assignment and comply with the health and safety policies of the Hirer,
  - 5.2.5. not engage in any conduct detrimental to the interests of the Agency or the Hirer, and
  - 5.2.6. comply with all relevant statutes, laws, regulations and codes of practice from time-to-time in force in the performance of the Assignment and applicable to the Hirer's business, including without limitation, any equal opportunities or non-harassment policies.
- 5.3. If the Agency Worker accepts any Assignment offered by the Agency, as soon as possible before the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Agency's request, the Agency Worker undertakes to:
    - 5.3.1. inform the Agency of any calendar weeks whether before the date of commencement of the relevant Assignment or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the Hirer via any third party,
    - 5.3.2. provide the Agency with all the details of such work, including (without limitation) details of when, where and the period(s) during which such work was undertaken, the role performed and any other details requested by the Agency, and
    - 5.3.3. inform the Agency if, before the date of the commencement of the relevant Assignment, the Agency Worker has:
      - 5.3.3.1. completed two or more Assignments with the Hirer,
      - 5.3.3.2. completed at least one Assignment with the Hirer and one or more Assignments with a member of the Hirer's Group, or
      - 5.3.3.3. worked in more than two roles during an Assignment with the Hirer and, on at least two occasions, has worked in a role that was not the same role as the previous role.
  - 5.4. If the Agency Worker is unable for any reason to attend work during the course of an Assignment, they should first inform the Agency at least one hour before their normal start time. If this is not possible, the Agency Worker should inform the Agency as soon as possible.
  - 5.5. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why they may not be suitable for an Assignment, they shall notify the Agency without delay.
  - 5.6. In the event of any overpayment by the Agency or payment made in error, it is the Agency Worker's duty to inform the Agency and repay such sums immediately. The Agency Worker agrees that the Agency may deduct from your wages the amount of any overpayment or payment made in error which has not been repaid or any other sums owed to the Agency.
  - 5.7. It is the Agency Worker's responsibility to notify the Agency of hours worked other than for the Agency if:
    - (i) the Agency Worker exceeds or is likely to exceed a maximum of 48 hours working time per week, and/or
    - (ii) the Agency Worker exceeds or is likely to exceed a maximum of eight hours working time between the hours of 10pm and 7am.
  - 5.8. The standard working day for the Agency to supply to educational establishments is 6.5 hours and therefore the Agency Worker agrees that the standard working day for Agency Workers during an Assignment is 6.5 hours.
- ## 6. Remuneration
- 6.1. The Agency will pay the Agency Worker weekly one week in arrears.
  - 6.2. The Agency shall pay the Rate of Pay to the Agency Worker for all hours actually worked in the Assignment until the Agency Worker completes the Qualifying Period. The Rate of Pay will be set out in the relevant Assignment Confirmation for a particular Assignment.
- 6.3. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment, or following completion of the Qualifying Period during the relevant Assignment, the Agency shall pay to the Agency Worker:
    - 6.3.1. the Qualifying Period Rate of Pay (which may be the same as the rate of Pay) for all hours actually worked in the Assignment, and
    - 6.3.2. the Other Qualifying Period Payments, which the Agency will endeavour to set out in an amended Assignment Confirmation.
  - 6.4. Where the Relevant Terms and Conditions contain a performance-related payment for which the Agency Worker may be eligible on completion of the Qualifying Period, the Agency Worker will comply with any requirements of the Agency or the Hirer relating to the assessment of the Agency Worker's performance for the purpose of determining entitlement to such payment and the amount of any such payment. If the Agency Worker satisfies the relevant assessment criteria, the Agency will pay the Agency Worker the payment less any deductions that the Agency is required to make by law at the relevant time.
  - 6.5. Subject to any applicable statutory entitlement and to clauses 8 and 9, the Agency Worker is not entitled to receive payment for time not spent working on an Assignment, whether in respect of holidays, illness or absence for any other reason, unless otherwise agreed.
- ## 7. Timesheets
- 7.1. The Agency has an online portal for the Hirer to authorise Agency Workers' timesheets. The Agency remind the Hirer to authorise the timesheets each week. However, to ensure payment, at the end of each Assignment week (or on the Agency Worker's last working day of the week), the Agency Worker should remind the Hirer to authorise the online timesheet, indicating the number of days/hours worked during the preceding week.
  - 7.2. Subject to clause 7.3, the Agency shall pay the Agency Worker for all hours worked on a weekly basis regardless of whether the Agency has received payment from the Hirer for those hours.
  - 7.3. If the Hirer fails to authorise an Agency Worker's timesheet, any payment due to the Agency Worker may be delayed while the Agency liaise with the Hirer (in a timely fashion), to confirm what days/hours, if any, were worked by the Agency Worker. The Agency shall make no payment to the Agency Worker for days/hours not worked.
  - 7.4. For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which they are carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (with the exception of time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes.
  - 7.5. The Agency Worker acknowledges and accepts that it could be a criminal offence under the Fraud Act 2006 to falsify any hours worked, for example by claiming payment for hours that have not actually worked.
- ## 8. Annual leave
- 8.1. The Agency Worker is entitled to the minimum period of annual leave as set out in the WTR, currently at 5.6 weeks per annum. Annual leave may be taken by the Agency Worker at a time convenient to you outside of the Hirer's term dates. 12.07% (28/232) of the remuneration paid to the Agency Worker by the Agency is paid in respect of entitlement to paid annual leave under the WTR. This is a pre-payment in respect of paid annual leave. The specific amount of paid annual leave which is to be paid to the Agency Worker in respect of a particular Assignment will be confirmed in the Assignment Confirmation and on the Agency Worker's pay slip.
  - 8.2. For the avoidance of doubt, when holidays are taken, the Agency Worker will not receive any additional payment in respect of the leave actually taken as payment for such leave has been paid in advance as set out in clause 8.1.
  - 8.3. For the avoidance of doubt, the leave year runs from 1



- September to 31 August.
- 8.4. By working in an Assignment, the Agency Worker confirms that the payment set out in clause 8.1 satisfies the Agency Worker's full entitlement to annual leave under the WTR.
- 9. Sickness and absences**
- 9.1. If the Agency Worker is absent from work for any reason, they must notify their Agency consultant of the reason for their absence as soon as possible, but at least one hour before their scheduled start time on the first day and subsequent days of absence.
- 9.2. If the Agency Worker satisfies the qualifying conditions laid down by law, they may be entitled to receive Statutory Sick Pay (SSP) at the prevailing rate in respect of any period of sickness or injury during the Assignment. The Agency Worker will not be entitled to any other payments during such period. For the purposes of the Statutory Sick Pay Scheme, during an Assignment, your qualifying days shall be the days on which you normally work. Where the qualifying days cannot be ascertained from the normal working pattern of the Assignment, or when you are not currently working on an Assignment, there shall be one qualifying day in every week and that shall be the Wednesday.
- 9.3. In all cases of sickness absence, a self-certification form, which is available from your Agency consultant, must be completed on the Agency Worker's return to work and supplied to your Agency consultant. For any period of incapacity due to sickness or injury which lasts for seven consecutive days or more, a doctor's certificate (a 'statement of fitness for work') stating the reason for the absence must be obtained at the Agency Worker's own cost and supplied to your Agency consultant. Further certificates must be obtained if the absence continues for longer than the period of the original certificate. If the Agency Worker is certified as 'fit for work', the Agency, the Agency Worker and the Hirer will discuss any additional measures that may be needed to facilitate the Agency Worker's return to work. If appropriate measures cannot be taken, the Agency Worker will remain on sick leave and the Agency will set a date to review the situation.
- 10. Child protection and safeguarding training**
- 10.1. In line with the Department for Education's 'Keeping Children Safe in Education' guidance, the Agency require all Agency Workers to complete safeguarding and child protection training.
- 10.1.1. Agency Workers currently applying to register with the Agency will be required to complete child protection and safeguarding courses, or they must have already completed the courses within the last 12 months, before they can be cleared to work for the Agency.
- 10.1.2. Agency Workers already registered with the Agency will be provided with termly child protection and safeguarding updates to ensure that all Agency Workers' training and knowledge is kept up to date.
- 10.2. The Agency will not be able to offer Assignments to Agency Workers who do not have the required up-to-date child protection and safeguarding training as specified in 10.1.1 or 10.1.2.
- 10.3. The Agency will provide the Agency Worker with free access to online child protection and safeguarding training courses through our safeguarding training provider. Alternatively, the Agency Worker can source suitable alternatives at their own expense.
- 10.4. The Agency Worker must provide the Agency with a certificate of completion for all child protection and safeguarding courses completed.
- 11. Termination**
- 11.1. The Agency, Hirer or Agency Worker may terminate the Assignment at any time without prior notice or liability.
- 11.2. The Agency Worker acknowledges that the continuation of an Assignment is subject to and dependent on the continuation of the agreement entered into between the Agency and the Hirer. If that agreement is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Agency Worker, except for payment for work done up to the termination of the Assignment.
- 11.3. Unless exceptional circumstances apply, the Agency Worker's failure to inform the Hirer or the Agency of their inability to attend work as required by clause 5.3 will be treated as termination of the Assignment by the Agency Worker.
- 11.4. If the Agency Worker is absent during the course of an Assignment and the Assignment has not otherwise been terminated, the Agency will be entitled to terminate the Assignment in accordance with clause 11.1 if the work to which the Agency Worker was assigned is no longer available
- 12. Intellectual Property Rights**
- 12.1. The Agency Worker acknowledges that all Intellectual Property Rights deriving from services carried out by the Agency Worker for the Hirer during the Assignment shall belong to the Hirer. Accordingly, the Agency Worker shall execute all such documents and do all such acts, as the Hirer shall from time-to-time require in order to give effect to the Hirer's rights pursuant to this clause.
- 13. Confidentiality**
- 13.1. In order to protect the confidentiality and trade secrets of the Agency and Hirer, the Agency Worker agrees not at any time:
- 13.1.1. whether during or after an Assignment (unless expressly so authorised by the Hirer or the Agency as a necessary part of the performance of their duties), to disclose to any person or to make use of any of the trade secrets or confidential information of the Hirer or the Agency, or
- 13.1.2. to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Hirer or the Agency except when required to do so in the course of the Agency Worker's duties under an Assignment, in which circumstances such copy abstract or summary would belong to the Hirer or the Agency, as appropriate.
- 13.2. The restriction in clause 13.1 does not apply to:
- 13.2.1. any use or disclosure authorised by the Hirer or the Agency or as required by law, a court of competent jurisdiction or any governmental or regulatory authority,
- 13.2.2. any information which is already in, or comes into, the public domain otherwise than through the Agency Worker's unauthorised disclosure. or
- 13.2.3. the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.
- 13.3. At the end of each Assignment, or on request, the Agency Worker agrees to deliver to the Hirer or the Agency (as directed) all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Hirer which are in their possession, including any data produced, maintained or stored on the Hirer's computer systems or other electronic equipment.
- 14. Data protection**
- 14.1. The Agency Worker understands that, in order to comply with legal obligations in the field of employment and social security, social protection law and Data Protection Laws, the Agency and the Hirer will hold and process data relating to them for legal, personnel, administrative and management purposes and in particular to the processing of any 'sensitive personal data' as defined in the Data Protection Laws relating to them including, as appropriate:
- 14.1.1. information about their physical or mental health or condition to monitor sick leave and take decisions as to their fitness for work,
- 14.1.2. their racial or ethnic origin or religious or similar beliefs to monitor compliance with equal opportunities legislation, and
- 14.1.3. information relating to any criminal proceedings in which they have been involved for insurance purposes and to comply with legal requirements and obligations to third parties.
- 14.2. The Agency Worker understands that, in order to comply with legal obligations in the field of employment and social security, social protection law and Data Protection Laws, the Agency and Hirer will make such information available to the Hirer, other Group companies, those who provide products or services to the Agency (such as advisers), regulatory authorities, governmental or quasi-governmental organisations.
- 14.3. The Agency's Privacy Policy and Data Retention Policies can be

viewed on their website.

14.4. The Agency Worker understands that, in order to comply with legal obligations in the field of employment and social security, social protection law and Data Protection Laws, the Agency may transfer such information outside the European Economic Area for purposes connected with the performance of this agreement.

**15. Warranties and indemnities**

- 15.1. The Agency Worker warrants that:
15.1.1. the information supplied to the Agency in any application documents is correct,
15.1.2. the Agency Worker has the experience, training, qualifications and any authorisation which the Hirer considers are necessary, or which are required by law or by any professional body for the Agency Worker to possess in order to perform the Assignment,
15.1.3. the Agency Worker is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or hirer) or any other reason, from fulfilling the Agency Worker's obligations under this agreement, and
15.1.4. the Agency Worker has valid and subsisting leave to enter and remain and work in the United Kingdom for the duration of this agreement and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the Assignment.
15.2. The Agency Worker shall indemnify and keep indemnified the Agency and the Hirer against all demands (including legal and other professional fees and expenses) which the Agency or the Hirer may suffer, incur, pay or be put to arising from or in connection with:
15.2.1. any failure by the Agency Worker to comply with their obligations under this agreement,
15.2.2. any negligent or fraudulent act or omission by the Agency Worker, or
15.2.3. the disclosure by the Agency Worker of any confidential information.

**16. Pension**

You are entitled to participate in the Agency's Pension Scheme. Where applicable, you may be auto-enrolled into the Pension Scheme, which includes deductions from your salary as your contributions. Details of the scheme and the circumstances in which deductions will be are available from the Agency's Payroll team.

**17. No partnership or agency**

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, 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.

**18. Entire agreement**

- 18.1. This agreement supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
18.2. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
18.3. No variation or alteration to these Terms of Engagement shall be valid unless the details of such variation are agreed between the Company and the Agency Worker and set out in writing, and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made, stating the date on or after which such varied terms shall apply.
18.4. Nothing in this clause shall limit or exclude any liability for fraud.
18.5. The Agency Worker agrees that they shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

**19. Third party rights**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

**20. Severance**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

**21. Governing 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.

**22. Updates to these terms**

Any variation to these terms will be confirmed in writing, setting out the date such variation will take effect.

**The Company will endeavour to obtain suitable Assignments for the Agency Worker to perform the following job role(s): (Please tick all that apply)**

- Teacher (Must have QTS or QTLS or be FE qualified)
 Unqualified Teacher
 Cover Supervisor
 Teaching Assistant
 Higher Level Teaching Assistant (Must have Level 4 recognised qualification or equivalent CPD)
 Tutor
 Invigilator
 Nursery Nurse (Must have Level 3 recognised qualification)
 Administration Staff
 Other (please specify) .....

**Signature of Agency Worker**

**Print name**

**Date**

**Signature on behalf of the Agency**

**Print name**

**Date**