

## **CONTRACT FOR SERVICES FOR TEMPORARY WORKERS**

### **A\* Star Teachers Limited**

#### **1. DEFINITIONS**

1.1. In these Terms of engagement the following definitions apply:

- “Assignment”** means the period during which the Temporary Worker is supplied by the Employment Business to render services to the Client;
- “Client”** means the person, firm, school, Local Education Authority or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied or introduced, as defined by the Companies Act 1985;
- “The Employment Business”** means A\* Star Teachers Limited of Unit 31, City North, Fonthill Rd London N4 3HN;
- “Temporary Worker”** means the individual whose services are supplied to render services to the client
- “Relevant Period”** means the longer period of either 14 weeks from the first day<sup>[1]</sup> on which the Temporary Worker worked with the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.

1.2. Unless the context otherwise requires, references to the singular include the plural.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

## **2**

### **THE CONTRACT**

**2.1** These Terms constitute a contract for service between the Employment Business and the Temporary Worker and they govern all assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between assignments.

**2.2** For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from the Temporary Worker's remuneration in accordance with clause 4.1.

**2.3** No variation or alteration to these Terms shall be valid unless set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply, authorised by a Director of the Employment Business.

## **3**

### **ASSIGNMENTS**

**3.1** The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a Supply Teacher, Teaching Assistant, Learning Support Assistant, Cover Supervisor or other such equivalent work for which the Temporary Worker may be suitable. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.

<sup>[1]</sup> The 'first day' will be the first occasion on which a Temporary Worker is supplied to work for the Client or the first day of an Assignment where there has been more than 42 days since the end of any previous assignment.

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: 1) that the suitability of the work offered shall be determined solely by the Employment Business; 2) that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category; 3) and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker of the identity of the Client, and, if applicable, the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to health and safety known to the Client in relation to the assignment and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the assignment.

3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by the end of the third business day following save where the Temporary Worker is being offered an assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker.

3.5 If, before the first assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

3.6 Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

## 4

### REMUNERATION

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated as a half-day or full day. This rate will be no less than the equivalent of £50 per day, or as maybe amended by changes made relevant to the National Minimum Wage Act 1998 as amended by such later Regulations, being the minimum rate of remuneration that the Employment Business reasonably expect to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each day or half-day worked during an Assignment to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.

4.2 Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

4.3 Temporary Workers are required to hold a valid CRB Enhanced Disclosure. The Temporary Worker will pay the Employment Business the full current Enhanced Disclosure fee when completing an application. If payment has not been received the full current CRB Enhanced Disclosure fee will be deducted from the Temporary Worker following completion of the first day of their first Assignment with the Employment Business.

## 5

### STATUTORY LEAVE

5.1 For the purpose of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences on the first day of September.

5.2 Under the Working Time Regulations 1998 (and the Annual Leave Regulations 2007), the Temporary Worker is entitled to 5.6 weeks paid leave per year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year; in addition holiday is only taken during the school holidays.

5.3 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours worked on an Assignment. The Temporary Worker agrees to receive payment of statutory holiday entitlement in advance of the leave period, paid as a proportion of an enhanced daily or half-day pay rate, as appropriate.

- 5.4 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

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#### **SICKNESS ABSENCE**

- 6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 6.2 For the purposes of the for Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.

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#### **TIME SHEETS**

- 7.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of the week) the Temporary Worker shall deliver to the Employment Business a time sheet duly completed to indicate the number of days or half-days worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.
- 7.2 Subject to clause 7.3 the Employment Business shall pay the Temporary Worker for all days or half-days worked regardless of whether the Employment Business has received payment from the Client for those days or half-days worked by the Temporary Worker.

- 7.3 Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the days or half-days claimed by the Temporary Worker and the reasons the Client has refused to sign a time sheet in respect of those days or half-days. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for periods not worked.

- 7.4 For the avoidance of doubt, and for the purpose of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of Assignment. Time spent travelling to the Client's premises; lunch breaks and other breaks shall not count as part of the Temporary Worker's working time for this purpose.

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#### **CONDUCT OF ASSIGNMENTS**

- 8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business, but if s/he does so, during every Assignment and afterwards where appropriate, s/he will:
- 8.1.1 Cooperate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- 8.1.2 Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- 8.1.3 Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
- 8.1.4 Not engage in any conduct detrimental to the interests of the Client;
- 8.1.5 Not at anytime divulge to any person, nor use for his or her own or ant other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.
- 8.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/her should inform the Employment Business prior to the commencement of the Assignment, or day thereof.
- 8.3 If either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he should notify the Employment Business without delay.

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#### **TERMINATION**

- 9.1 The Employment Business or the Client may terminate an Assignment at any time without prior notice or liability.
- 9.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability.

- 9.3 If the Temporary Worker does not inform the Client or the Employment Business (in accordance with Clause 8.2) should they be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Temporary Worker in accordance with Clause 9.2, unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with Clause 8.2.
- 9.4 If the Temporary Worker is absent during the course of an Assignment and the contract has not been otherwise terminated under Clauses 9.1, 9.2 or 9.3 above, the Employment Business will be entitled to terminate the contract in accordance with Clause 9.1. If the work to which the absent worker was assigned is no longer available for the Temporary Worker.
- 9.5 If the Temporary Worker does not report to the Employment Business to notify his/her availability for work for a period of six weeks, the Employment Business has the right to forward his/her P45 to his/her last known address.

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**LAW**

- 10.1 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

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**CRIMINAL CONVICTIONS**

- 11.1 Anyone applying for employment in a school in a capacity involving contact with children under the age of 18 is exempt from the provision for the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) Order 1986. The Temporary Worker is, therefore, not entitled to withhold information about convictions or cautions which for other purposes are 'spent' under the Provisions of the Act and, in the event of being placed in an Assignment, any failure to disclose such convictions could result in the termination of the Assignment. Any information given will be completely confidential and will be considered only in relation to any application for positions to which the Order applies.
- 11.2 The Temporary Worker agrees to either complete a Criminal Records Bureau application, or provide a previous disclosure completed within the last 12 months and complete a A\* Star Teachers Ltd Portability Consent Statement.
- 11.3 Overseas applicants who have not been resident within the UK for more than two (2) years agree to provide an equivalent standard of criminal record background check from their home country or previous country of residence in addition to completing a Criminal Records Bureau Enhanced Disclosure Application.
- 11.4 The Temporary Worker agrees that the Employment Business can share with Clients, information disclosed as part of the Criminal Records Bureau or overseas police check completed.

I (full name in capital letters), \_\_\_\_\_ have read, understood and agree to abide by the contract in the event I am offered work by A\* Star Teachers Ltd.

<b>Candidate signature</b> Date	<b>Compliance signature</b> Date	<b>Admin Signature</b> Date
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## CODE OF CONDUCT

This list of recommendations is a condition of your paid employment with A Star Teachers Ltd.

Please call us in the eventuality of any problems so that all matters can be dealt with as soon as possible.

### ***Important Considerations***

- *Preparation:* Always come to school with lessons prepared and ready for the commitments of the school day. The virtual teacher's centre can be of assistance <http://vtc.ngfl.gov.uk/> in addition to sites listed on our useful websites
- *Appearance:* You are expected to convey a professional approach and this should be mirrored in the type of clothing you choose to wear. If you need any help or advice as to what is suitable to wear in school an A Star Teachers Ltd consultant will be pleased to help
- *Punctuality:* Arrive at school at the pre-arranged time. A Star Teachers Ltd reserve the right to pay you a lower daily rate in the case of lateness
- *Professional Development:* All teachers will participate in A Star Teachers Ltd professional development programme. This includes attendance at the inductions and professional development sessions

### **Whilst Teaching**

- *Curriculum:* The class age group and ability should be taken into consideration and lessons given accordingly. Follow the directions set by the school
- *Resources:* When using school materials remember the school has a budget and that it is your responsibility to take this into consideration. Before using the schools telephone, photocopier, or fax ask a senior member of staff
- *Extra-Curricular Activities:* You should be prepared to help out with non-teaching duties in the school and you are expected to be responsible for normal teaching activities, such as attendance of staff meetings and parents' evenings, the writing of reports and assessments, also exam invigilation and marking
- *School Rules:* You are expected to uphold the school rules and comply with the procedures, policies, and guidelines that are in place. Never leave your class unattended. You should not act on the schools behalf or make agreements without prior consent from the Head or a senior member of staff
- *Physical Contact:* Serious discipline matters should be dealt with in a non-confrontational manner and by adhering to the school behaviour management policy. You should always remember that physical punishment of any type is completely illegal in Britain. Physical contact of any type should be avoided. It is accepted that student restraint can be necessary in certain situations to prevent injury. Contact with children of an inappropriate nature will result in immediate termination of your employment with A Star Teachers and possible police investigation

### **On Completion of a teaching placement**

- *Home:* Before leaving for the day make sure that all students under your care have safely left the school. Young children should not be left unaccompanied
- *Timesheets:* Send in timesheets by fax after the Headteacher or a senior member of staff has signed them, payment will then be made accordingly

**EQUAL OPPORTUNITY STATEMENT**

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I (full name in capital letters), \_\_\_\_\_ have read, understood and agree to abide by the code of conduct and the equal opportunities in the event I am offered work by A\* Star Teachers Ltd.

Candidate signature  
Date

Compliance signature  
Date

Admin Signature  
Date