

TIMEPLAN EDUCATION GROUP LTD

TERMS AND CONDITIONS OF BUSINESS FOR THE PROVISION OF SUPPLY STAFF

These Terms and Conditions of Business are written in Plain English and constitute the contract between TimePlan Education Group Limited and a School, or other Hirer, and are deemed to be accepted by the School following a request for, interview with, or engagement of, one of our Teachers or School Support Staff (SSS).

TimePlan Education Group Limited operates as an Employment Business (when supplying workers to you for a fixed period for a daily/hourly fee) and an Employment Agency (when introducing candidates to become your employees for a recruitment fee) as defined under the Employment Agencies Act 1973.

TimePlan has a number of obligations under the Employment Agencies Act, the Agency Workers Regulations and the Department for Education Quality Mark. Our own internal standards go further than those required by law.

TimePlan is paid on results. We only invoice you when we have successfully filled your temporary or permanent vacancy with one of our Teachers or School Support Staff (SSS).

This Contract constitutes the terms under which TimePlan will supply you with one of its Teachers or SSS to work in your school on an Assignment.

1. TIMEPLAN'S OBLIGATIONS

- 1.1 TimePlan Education Group Ltd will provide you with suitable supply teachers and SSS to work under the direction and control of the school management on a daily, weekly, termly or annual basis (half days are also possible).
- 1.2 All TimePlan Teachers and SSS are subject to strict professional assessment and vetting, the results of which will be emailed to you before an Assignment begins. Our Photo ID vetting check is OFSTED compliant and is suitable for your single central record. A full list of our standard vetting checks can be found at the end of this contract.
- 1.3 TimePlan will match the skills and specialisms of our supply staff to the specific requirements of your vacancy.
- 1.4 It is assumed that all assignments involve working with Vulnerable Persons and we confirm that we comply with all statutory obligations under the Safeguarding Vulnerable Groups Act 2006 and with Safeguarding Children and Safer Recruitment in Education 2010. All TimePlan recruitment and placement officers have certificates in Safer Recruitment in Education (CWDC).
- 1.5 Should a TimePlan Teacher or SSS for any reason be unable to complete an assignment, TimePlan will assign a replacement as soon as possible. In the unlikely event of a TimePlan Teacher or SSS proving unsuitable, you should inform us immediately and not later than four hours after the start of an assignment so that we can terminate it immediately. In this event no charge will be made.
- 1.6 TimePlan is responsible for paying its Teachers and SSS and for the deduction of National Insurance Contributions and PAYE Income Tax.

2. SCHOOL'S OBLIGATIONS

- 2.1 The School must ensure that TimePlan Teachers and SSS enjoy a safe working environment and receive instruction on how to operate equipment.

- 2.2 Schools must ensure that whilst on assignment TimePlan Teachers and SSS are treated no less favourable than permanent staff members and that obligations under the Agency Workers Regulations (AWR) 2011 are met. From day one agency workers must be given the same access to collective facilities and amenities (e.g. photocopying and meals) and information about internal vacancies. After 12 weeks; other equal rights apply such as paid time off for ante natal appointments. For a full synopsis of agency workers rights under the AWR see www.timeplan.com/AWR-obligations.
- 2.3 Whilst TimePlan carries its own Employers and Public Liability insurance, the School and/or LA should also maintain its own liability insurance cover. Whilst TimePlan takes all reasonable steps to thoroughly vet and match exactly the key stage and subject specialisms of the teacher or SSS to individual vacancies, we are not liable for any loss, expense, damage or delay in filling a booking, or any deliberate act of negligence, dishonesty or misconduct of a TimePlan Teacher or SSS. However, TimePlan does accept liability arising from its own negligence.
- 2.4 TimePlan has a duty of care to Teachers and SSS placed on Assignment. However, whilst on an Assignment a TimePlan Teacher or SSS is under the day-to-day supervision, direction and control of the School. TimePlan can only exercise responsibility when issues are brought to its attention or it can reasonably be expected that TimePlan should be aware of such issues. The School will comply with all statutory requirements including, Health and Safety, Equal Opportunities, the provision of adequate Employer's and Public Liability Insurance, Working Time Regulations, by-laws and any codes of practise which the School is legally subject to for its own staff. If there are any special Health and Safety requirements, the TimePlan Teacher or SSS should be made aware of these, or if they are required to work more than 48 hours in a week, TimePlan should be advised accordingly. The School shall indemnify TimePlan against any cost, claims or liabilities arising from non-compliance of this clause.
- 2.5 In order for TimePlan to comply with the Conduct of Employment Agencies Regulation 2003 the School must provide us with details of the vacancy you wish us to fill including:
- 2.5.1 The type of work e.g. teacher or if SSS the role
 - 2.5.2 Location and hours
 - 2.5.3 Any relevant experience required
 - 2.5.4 Any Health and Safety risks
 - 2.5.5 Start date and likely finish date (if the latter is known)
- 2.6 In order for TimePlan to comply with the Agency Workers Regulations 2011 (AWR) the school must inform TimePlan immediately if any TimePlan Teacher or SSS supplied by us has:
- 2.6.1 Worked in the same or a similar role in the school via a third party or other agency since 01.10.11 and provide full details of the work undertaken with dates
 - 2.6.2 Worked in another school with the same governing body (that you are aware of) and provide full details of the work undertaken with dates
 - 2.6.3 Made any oral or written complaint or claim regarding his/her rights under the AWR.
- 2.7 In order to further comply with the AWR to ensure equal treatment where a TimePlan Teacher or SSS has worked in a School for 12 weeks (the "Qualifying Period") a School must:
- 2.7.1 Provide us with the relevant terms and conditions that would be issued by the School to a permanent employee doing the same job as the agency worker
 - 2.7.2 Inform us whether these terms and conditions are for a comparable employee or are hypothetical
 - 2.7.3 Provide us with details of the pay and any other benefits that would be due to a permanent employee doing the same job as the agency worker.
 - 2.7.4 Inform us if these terms and conditions change during an Assignment.

2.8 Should a School remove a TimePlan Teacher or SSS from an Assignment that requires a referral to the Independent Safeguarding Authority, the School must provide TimePlan with sufficient details to make that referral.

3. GENERAL

- 3.1 Before an Assignment begins schools will be notified whether the Teacher or SSS supplied by TimePlan are:
- 3.1.1 Engaged under a contract of Service and are the employees of TimePlan (termed the Swedish Derogation) or
 - 3.1.2 Engaged under a Contract for Services and are not TimePlan employees.
- 3.2 All personnel details of TimePlan Teachers and SSS must be treated in confidence and not passed to a third party. Obligations under the Data Protection Act must be upheld at all times.
- 3.3 TimePlan will not and cannot provide a Teacher or SSS to replace an employee of the School, who is on officially sanctioned strike action. A School must not redirect a TimePlan Teacher or SSS to replace one of its own employees who is on official strike action.
- 3.4 The School, TimePlan or the Agency Worker may terminate an Assignment at any time without prior notice or liability.
- 3.5 No variation in our Terms and Conditions of Business is valid unless confirmed in writing by a Director or Regional Manager of TimePlan. These Terms and Conditions of Business supersede all previous Terms and Conditions of Business.

4. TIMESHEETS

- 4.1 Schools are required to confirm the number of days or hours worked by a TimePlan Teacher or SSS at the end of every week via electronic timesheets. The days so recorded will form the basis of TimePlan's invoices.
- 4.2 Schools must inform TimePlan immediately if they dispute the days/hours worked and co-operate fully to resolve the dispute. Failure to confirm a timesheet does not absolve the School or Hirer of its obligation to pay the charges in respect of days/hours worked.

5. SUPPLY CHARGES FOR TEACHERS and SCHOOL SUPPORT STAFF (SSS)

- 5.1 Charges are based on a set daily or hourly rate multiplied by the number of days/hours worked as confirmed by the School via electronic timesheets. Charges cover:
- 5.1.1 The worker's daily/hourly salary
 - 5.1.2 Employer's National Insurance contributions
 - 5.1.3 Holiday pay entitlement under the Working Time Regulation
 - 5.1.4 Any travel or other expenses
 - 5.1.5 Our commission and
 - 5.1.6 Any other associated costs such as vetting costs.
- 5.2 You will be informed of our standard fees for the different categories of staff when placing a booking and these or any variation will be notified to you via email before the Teacher or SSS is supplied to your School and you are deemed to have accepted them.

5.3 Charges are invoiced on a fortnightly basis and can be broken down into individual invoices for each Assignment or an amalgamation of Assignments, whichever you prefer.

5.4 VAT at the standard rate is payable on all charges.

5.5 Invoices must be settled within 30 days net. We reserve the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on unpaid amounts after the due date at a rate of 8% above the Bank of England base rate.

6. FEES : SUPPLY TO PERMANENT IN A SCHOOL

6.1 Where a TimePlan Teacher or SSS has been working in a School on supply through TimePlan and is subsequently offered and accepts a permanent position in the School, we consider this to be the ultimate compliment and a reduced recruitment fee is payable as follows:

6.2 During the first school term or within 65 school days - **20%** of total starting salary (including any allowance and additional points).

6.3 During the second school term or within 130 school days - **15%** of total starting salary (including any allowance and additional points).

6.4 During the third school term or within 195 school days - **10%** of total starting salary (including any allowance and additional points).

6.5 After three school terms or an academic year - there is **no fee**.

6.6 All we ask is that you notify us when a TimePlan Teacher or SSS has been offered and accepts a post with you and what their remuneration is.

6.7 Where the permanent contract being offered is for less than twelve months, TimePlan will reduce the fee pro rata.

7. FEES : TRANSFERRING TIMEPLAN TEACHERS OR SSS TO ANOTHER AGENCY OR THIRD PARTY

7.1 As you will appreciate, TimePlan invests large sums of time and money recruiting Teachers and SSS for schools. We therefore charge schools a transfer fee in cases where we have introduced you to one of our teachers or SSS and you choose to engage them, either directly, or indirectly through another agency or third party. Where this happens the School will be liable to pay TimePlan a Supply to Permanent fee as stipulated in paragraph 6 above. Such fees will apply where:-

7.1.1 A TimePlan Teacher or SSS is under a current assignment with you

7.1.2 A TimePlan Teacher or SSS has been introduced by us to the School for a temporary or permanent assignment, but is not at any time supplied to you by us, and you chose to engage the TimePlan Teacher or SSS directly or indirectly through another agency or third party, within 6 months of our introduction to you

7.1.3 You directly, or indirectly through another agency or third party, engage a TimePlan Teacher or SSS, who has been on assignment with you, within 8 weeks after the finish of that assignment.

7.1.4 However, in order to avoid paying such a recruitment fee you may hire or continue to hire the Teacher or SSS for a period totalling 195 days on supply through TimePlan.

OUR VETTING PROCEEDURES

TimePlan is committed to child protection and safer recruitment in education and has 12 standard vetting procedures and checks which are carried out for all Teachers and School Support Staff. At least two people are involved in our recruitment process for each candidate and all TimePlan employees have been trained in Safeguarding and hold Safer Recruitment in Education Certificates (CWDC).

Evidence of all checks is filed and recorded on our database.

- A face to face interview - in a private room. A qualified teacher is involved in all new teacher interviews.
- Identification check - against a passport, national ID card or photo driving licence, and where necessary sight of marriage and divorce certificates.
- Date of birth check - against a passport, national ID card or photo driving licence.
- Proof of address - recent utility bill.
- Qualifications verification - sight of originals or verification with the issuing institution.
- Two independent professional references - one from a candidate's most recent teaching post. Any open references and testimonials are verified with the referee.
- Right to work - passports are checked for the right to work in the UK.
- CV check - CVs must be complete and any gaps must be accounted for.
- Criminal records check (UK and overseas if applicable) - all candidates must complete an Enhanced Disclosure and all candidates from overseas, or teachers who have taught overseas, must have a current police clearance from the relevant country.
- Barred List Search check - as part of the recruitment process and then annually.
- DfE number (or overseas equivalent if applicable) - for qualified teachers.
- GTC Registration (or overseas equivalent if applicable) - for qualified teachers.
- Medical fitness to teach - completed for all teachers and support staff.

A Photo ID Security Vetting email detailing the above is sent to all Schools before an Assignment for your Single Central Record.