

CONTRACT FOR SERVICES OF TEMPORARY WORKERS August 2017

1. GENERAL

- 1.1. In this Agreement the following definitions shall apply.
"Assignment" means work which the Client wishes to have carried out,
"Client" means the school, organisation or company requiring the services of a worker supplied by the Company,
"Confidential Information" means any information relating to the Client's business which for the time being is being treated as confidential,
"In writing" means communication by handwritten or email medium
"The Company" means Education Matters Group Limited,
"Relevant Period" means the longer period of either 14 weeks from the 1st day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Company to the Client,
"Temporary Worker" means anyone providing services to any Client under this agreement. For the avoidance of doubt, the legal status of all temporary workers is that of a "worker".
- 1.2. These Terms shall apply to all Assignments offered by the Company to the Temporary Worker.
- 1.3. Any amendment to these terms will be by mutual agreement and will be communicated to the Temporary Worker in writing no later than 5 business days following such agreement. No variation to these Terms shall be valid unless approved in writing by a person authorised by the Company to do so.
- 1.4. Unless the context otherwise requires, references to the singular include the plural.
- 1.5. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. ASSIGNMENTS

- 2.1. The Company acts as an employment business when attempting to find Assignments for the Temporary Worker, and no fee is charged to the Temporary Worker for finding suitable work.
- 2.2. Assignments will be to carry out teaching or associated activities and the Company will offer a fee, inclusive of holiday pay, to the Temporary Worker to carry them out. The fee may vary from time to time.
- 2.3. Although the Company will attempt to find suitable Assignments for the Temporary Worker there is no obligation upon it to do so. Equally, there is no obligation upon the Temporary Worker to accept all or any of the Assignments offered. However, once the Temporary Worker has agreed to undertake an Assignment, the Temporary Worker is bound by these Terms.
- 2.4. When offering an Assignment to a Temporary Worker, the Company will at the same time inform the Temporary 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; and the experience, training or qualifications the Client considers necessary for the Assignment
- 2.5. This information will be confirmed in writing to the Temporary Worker prior to the commencement of the assignment.
- 2.6. For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment
- 2.7. If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker directly or through another employment business, the Temporary Worker acknowledges that the Company 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

Company 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.

2.8. The Temporary 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 Temporary Worker for Assignments;
 - (iii) The Company shall incur no liability towards the Temporary Worker should it fail to offer Assignment opportunities;
 - (iv) No contract shall exist between the Temporary Worker and the Company during periods when the Temporary Worker is not working on an Assignment; and
 - (v) Once the Temporary Worker has agreed to carry out an Assignment there is a contractual obligation to do so.
- 2.9. The Temporary Worker is free to undertake other work provided that it does not interfere with the Temporary Worker's ability to complete an Assignment for which the Temporary 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.

3. REMUNERATION

- 3.1. The rate of remuneration includes statutory holiday pay in all cases
- 3.2. Except as provided elsewhere in these terms or under any statutory requirements, the Temporary Worker is not entitled to receive payment from the Company or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 3.3. The Company undertakes to ensure that the Temporary Worker is paid for all work undertaken on the Assignment irrespective of whether the Client pays the Company for the service of the Temporary Worker.
- 3.4. The Company does not provide a stakeholder pension for its Temporary Workers.
- 3.5. Payment will be made weekly in arrears subject to the deduction of Income Tax National and Insurance contributions from said payment, where necessary, from the Temporary 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 may be required by law.

4. STATUTORY LEAVE/ENTITLEMENTS

- 4.1. For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 the leave year commences on the date that the Temporary Worker starts an Assignment or a series of Assignments.
- 4.2. Under the Working Time Regulations 1998, the Temporary Worker is entitled to 5.6 weeks' paid leave per leave year.
- 4.3. Payment of the Temporary Worker's entitlement to paid holiday under the Regulations shall be calculated and paid proportionately according to the amount of time worked by the Temporary Worker on Assignments. A portion of the daily rate is advance payment of statutory holiday pay and is paid from the first day of the Assignment. Temporary Workers are required to take holiday during the normal half term and school holidays that the Client schedules.
- 4.4. The Working Time Regulations 1998 provide that the Temporary Worker may not be required to work, on average, more than 48 hours in a week unless the Temporary Worker has signed a consent (as detailed in 4.5). This limit includes all work carried out by the Temporary Worker, not just work for the Company. Accordingly the Temporary 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

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obligation to record the hours worked by the Temporary Worker and to ensure compliance with the Regulations.

4.5. By signing this contract the Temporary Worker consents to working in excess of 48 hours per week averaged over a 17 week period where necessary. The Temporary Worker must give 3 months' notice in writing of any wish to withdraw this consent.

4.6. None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a Worker.

5. SICKNESS ABSENCE

5.1. The Temporary Worker may be eligible for Statutory Sick Pay provided that she/he meets the relevant statutory criteria.

5.2. For the purposes of the Statutory Sick Pay scheme there are five qualifying days per week during the course of an Assignment and they shall be Monday to Friday.

6. TIME SHEETS

6.1. When carrying out an Assignment for the Company the Temporary Worker will complete the Company's standard timesheets and will present the timesheet for signature to the authorised representative of the Client. The Temporary Worker will return the duly completed timesheet to the Company at the completion of each standard working week.

6.2. Payment will be made at the agreed rate after submission of the correctly completed and signed timesheet by the following Friday as long as the timesheet is submitted on time. The timesheet periods run weekly. The deadline for timesheet/invoice submission is every Tuesday at 12 noon for the previous week worked..

6.3. All timesheets must be emailed, faxed, posted or uploaded by the EMG 'App'. Faxed and uploaded timesheets will be deemed to be received the business day following the day of the fax/upload. Faxed timesheets should be sent to 02071830264. Emailed submissions (to payroll@educationmattersgroup.co.uk) will be deemed to have been received on the business day following the day of sending. Timesheets must be posted to 9 Belgrave Road, London, SW1V 1QB, and will be deemed to be received 3 business days after posting.

6.4. Subject to clause 6.5 The Company shall pay the Temporary Worker for all days worked regardless of whether the Company has received payment from the Client for those days.

6.5. Where the Temporary Worker fails to submit a properly authenticated timesheet, the Company shall conduct further investigations into the days worked and the reasons why the Client has refused to sign the timesheet in respect of those days, which may delay the payment to the Temporary Worker.

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

6.7. The Temporary Worker shall provide services as specified by the client prior to the commencement of the Assignment. If the Client requests the Temporary Worker at any time to work over and above the specified period, the Temporary 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.

7. CONDUCT OF ASSIGNMENTS CARRIED FOR THE COMPANY

7.1. The Temporary Worker is not obliged to accept any Assignment offered by the Company but if she/he does so, during every Assignment and afterwards where appropriate, she/he will:

- (i) Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;

- (ii) Provide the services with all reasonable skill and care and co-operate with the Client's reasonable instructions;

- (iii) 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;

- (iv) 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;

- (v) Not engage in any conduct detrimental to the interests of the Client; and

- (vi) Not at any time divulge to any person, nor use for his or her 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.

- (vii) Familiarise themselves with the Childcare Protection Policy of the Company, and agreed to abide by this at all times.

7.2. If the Temporary Worker is unable to attend the Client's establishment when required to do so in the course of an Assignment, the Temporary 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 Temporary Worker shall also inform the Company if the Temporary Worker is unable to provide the services for a period of more than 3 days.

7.3. The Temporary 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 Temporary Worker shall vest the rights to those materials in the Client. The Temporary 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

7.4. 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 Temporary Worker to apply for an Enhanced Disclosure from the Criminal Records Bureau at any time. 7.5. The Temporary 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 Temporary Worker, or if the Temporary Worker has been arrested or accused of a criminal offence, and

- (ii) If the Temporary Worker's state of health changes in such a way as to affect the Temporary Worker's suitability to work in the Assignment contracted.

- (iii) If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why she/he may not be suitable for an Assignment, she/he shall notify the Company without delay.

8. TERMINATION

8.1. The Company or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.

8.2. The Temporary Worker may terminate an Assignment at any time without prior notice or liability.

8.3. If the Temporary Worker does not inform the Client or the Company 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 unless the Temporary Worker can show that exceptional circumstances prevented him or her from informing the Client or the Company.

8.4. If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 8.1, 8.2 or 8.3 above the Company will be entitled to terminate the contract in accordance with clause 8.1 if the work to which the absent Temporary Worker was assigned is no longer available for the Temporary Worker.

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9 ENGAGEMENT OF A CONTRACTOR TO CARRY OUT AN ASSIGNMENT

9.1 At the Temporary Worker's request the Company may agree to appoint a third party (the Contractor) to carry out an Assignment which the Company has already offered to the Temporary Worker. If the Company agrees with the Contractor that the Temporary Worker will work for the Contractor on an Assignment, then the Temporary Worker agrees and acknowledges that the following terms shall apply between the Temporary Worker and the Company in relation to that Assignment:

9.1.1 The Company shall have no responsibility or liability whatsoever for the terms on which the Contractor engages the Temporary Worker to work on the Assignment, including those relating to remuneration, or for any issue, claim, dispute or litigation which arises in relation to the terms or the Temporary Worker's remuneration.

9.1.2 The Temporary Worker will indemnify the Company and keep it indemnified on a continuing basis against any losses, costs or damages (including, without prejudice to the generality of this indemnity, legal costs and other expenses) which the Company may suffer or incur as a result of agreeing to allow the Contractor rather than the Temporary Worker to carry out the Assignment, or in relation to the terms on which the Temporary Worker is engaged or employed by the Contractor to carry out the Assignment including those relating to remuneration.

9.1.3 Provided the rate of remuneration which the Company pays to the Contractor is no less than the amount of remuneration to which the Temporary Worker is entitled under the Agency Workers Regulations 2010, the Company shall be entitled to enforce the indemnity in clause 9.1.2 above in relation to any losses, costs or damages which the Company suffers or incurs as a result of any claim which the Temporary Worker shall make against it under the Agency Workers Regulations 2010.

9.1.4 After completing 13 weeks work at the Clients premises the Temporary Worker may give 7 days written notice to the Company that the Temporary Worker wishes to be engaged to carry out the Assignment by the Client rather than the Company and, if such notice is given, the Client will engage the Temporary Worker to carry out the Assignment on the terms set out in the Clients TOB's.

10 PERMANENT WORK FINDING SERVICES

10.1 From time to time a Client may request that the Company seeks an individual to fill a permanent post, or a Temporary 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:

- (i) The Company will for these purposes operate as an employment agency.
- (ii) Where appropriate, the Company will notify the Temporary Worker of any suitable opportunities.
- (iii) When offering a permanent post to a Temporary Worker, the Company will at the same time inform the Temporary Worker of the identity of the Client; the specific type of work; the start date 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
- (iv) The Company shall not have any authority to enter into a contract on behalf of the Temporary Worker and shall not receive any money on behalf of the Temporary Worker.
- (v) No fees will be payable by the Temporary Worker for services under this clause.

11 DATA PROTECTION AND CONFIDENTIALITY

11.1 The Company recognises the importance of safeguarding personal privacy when dealing with information about Temporary 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.

11.2 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.

11.3 Neither party will disclose to any third party not mentioned in the Assignment (subject to exclusions in clause 11.4 below), without the written consent of the other party, any confidential information received as a result of or in connection with the receipt of, or the provision of Services.

11.4 The Company may disclose details of Temporary Workers as are reasonably requested by Clients of the Company. This includes, but is not limited to, DBS information, work history, references etc., and will include monitoring of the Temporary Worker's DBS status on the update service.

11.5 Either party will be entitled to disclose information (including know-how): to their respective insurers or legal advisers; or to a third party to the extent that this is required by any court of competent jurisdiction, or by a governmental or regulatory authority; or where there is a legal duty or requirement to disclose; or if it is recommended or required by the ethical guidelines of any of the professional bodies of which the Company, its employees or officers, are members from time to time, and without breaching any regulatory requirement, where reasonably practicable not less than 2 business days written notice is first given to the other party.

12 GENERAL

12.1 The Company needs to have up to date details for the Temporary Worker in order to be able to consider the Temporary Worker for Assignments. If the Temporary Worker wishes to be considered for Assignments, the Temporary Worker should inform the Company without delay of any changes of name, address, bank details and all contact details.

12.2 The Company shall not be liable for any failure to fulfil its obligations to the Temporary Worker where such failure is due to circumstances beyond its control.

13 LAW/JURISDICTION

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

13.2 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.

I have read and understood the implications outlined in these Terms and Conditions, and agree to be bound by them.

Full Name:.....

Signature:.....

Date:.....

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