

# **NORD ANGLIA RECRUITMENT**

*Performance through People*



## **Terms and Conditions of Engagement (February 2008)**

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You are advised to spend some time reading this document. The terms and conditions set out in this document will govern any assignment we engage you on.

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**Nord Anglia Recruitment Limited is referred to as “we”, “our” and “us” and the temporary worker is referred to as “you” and “your” in this document.**

## **1. Introduction**

- 1.1 We will act as an ‘Employment Business’ as defined in the Conduct of Employment Agencies and Employment Business Regulations 2003. We will not charge you a fee for the service of finding and placing you with a client (to include nurseries, colleges, universities and other education or training organisations in England, Scotland, Wales and Northern Ireland). We will engage you on the basis of your availability to work in accordance with the wishes of a client.
- 1.2 The following terms and conditions will govern each assignment undertaken by you on behalf of Nord Anglia Recruitment Limited. By accepting an offer of an assignment, it shall be deemed that you agree to these terms and conditions.

## **2. Appointment and Status**

When you agree to undertake to lecture, teach or provide any other service (“Services”) to a client (“Client”), we will appoint you by way of a letter of assignment (“Letter of Assignment”). The Letter of Assignment will be sent to you once your appointment is confirmed by the Client. You agree to perform the Services in accordance with these terms and conditions.

## **3. Assignments**

- 3.1 The duration and nature of the Services will be set out in the Letter of Assignment,
- 3.2 Although we will attempt from time to time to offer suitable assignments to you, there is no obligation on us to do so. We have the sole discretion to determine whether a possible assignment is suitable for you, taking into account your qualifications, experience and willingness to travel. As a result, there may be periods when no assignment is available.
- 3.3 You are not obliged to accept all or any assignments we offer. Once you have accepted an assignment, both parties have entered into a legally binding contract.

## **4. Your Obligations**

You warrant that you:

- 4.1 have the requisite academic and professional qualification(s) necessary to deliver the Services;
- 4.2 possess or are working towards appropriate and recognised qualification(s) relevant to the provision of the Services including any professional qualifications as may be set by statute and/or professional bodies.
- 4.3 You agree to:
  - 4.3.1 carry out each and every assignment and perform your duties and obligations with reasonable care, skill, and due diligence;
  - 4.3.2 provide to us on request full details of the relevant professional qualifications that you hold which are necessary for the proper provision of the Services, including copies certified as originals by a person of high standing such as a bank manager or solicitor;
  - 4.3.3 provide such information to us as we may reasonably request to ensure that you are suitable to provide the Services;
  - 4.3.4 advise us immediately if you are refused membership of any professional body that is relevant to the carrying out of your profession;
  - 4.3.5 advise us immediately if you are arrested, cautioned or convicted of any offence;
  - 4.3.6 ensure that you arrive at the Client’s premises in time to carry out the Services professionally and that any ancillary work within the terms of the assignment is completed by any agreed deadline;
  - 4.3.7 behave in a manner as expected of a professional person;
  - 4.3.8 act in the best interests of the Client;
  - 4.3.9 comply with all rules, regulations and policies as they apply to professional staff whilst on the Client’s premises, and co-operate fully with the management and supervisory structure of the Client;
  - 4.3.10 adhere, so far as is reasonably practicable, to all schemes of work, instruction schedules and team initiatives of the Client;
  - 4.3.11 have regard for health and safety of all persons who may be affected by your actions and abide by the Client’s health & safety policies and procedures;

4.3.12 adhere to the rules and procedures of the Client in respect of assuring and improving quality of the Services including so far as is reasonably practicable to do so, undertaking necessary development activities;

4.3.13 undertake continuous professional development and provide us with details and usefulness of the same.

## **5. Fees**

5.1 We will pay you a fee based on an hourly rate and the number of hours worked in accordance with the Letter of Assignment.

5.2 We will pay you fees for each assignment on which you work in one calendar month, on the last working day of the month following, subject to the satisfactory and timely completion of timesheets in accordance with clause 13 below.

5.3 Expenses will only be paid where the Client authorises such payments. Where expenses have been agreed, details of the expenses claimed are to be included in the relevant expenses claim form provided by the Client and submitted to us, with relevant receipts attached. with your timesheet for payment.

## **6. Payment of Fees**

6.1 We will pay you in respect of all work done by you subject to the provisions of clause 5 above and clause 6.2 below regardless of whether or not we receive payment from the Client.

6.2 Subject to the provisions of clause 5 above, payment of fees will be by BACS, direct to the bank account nominated by you on the last working day of the month following the month in which the Services are carried out. Should you wish us to make payments into a bank account other than the one nominated by you, you are requested to give us five working days notice of any change in writing. You will receive payment from us only for such hours that are included and authorised by the client on the time sheet.

6.3 Time spent on the preparation of course materials, administration and marking, will not be paid unless expressly stated in the Letter of Assignment or any subsequent amendment thereto.

6.4 If you fail to complete an assignment for whatever reason, we will only pay you fees for the hours you have actually worked.

## **7. Annual Leave and Holiday Pay**

7.1 Entitlement to paid annual leave is in line with government legislation, which is currently 28 days (inclusive of bank holidays) per annum for a full-time worker. You agree to take leave during periods of academic holidays (if appropriate to the Client) as operated by the Client. If you wish to take leave at any other time your leave request must be authorised by the Client.

7.2 If you do not take leave within a leave year you forfeit your right to holiday pay for that year.

7.3 Each leave year will run from 1<sup>st</sup> August to 31<sup>st</sup> July.

7.4 Where payment is made as a separate entitlement, this will be paid at the end of the month following the month in which the holiday occurs, in line with fees for hours worked.

7.5 Holiday pay will be paid at the same hourly rate as your normal fee and is only payable in respect of holiday you have accrued on hours worked. All holiday pay is calculated on a pro rata basis, to meet current statutory rights.

7.6 If you have accrued leave within a leave year and your contract with us is terminated within that leave year either because you request a P45 or there are no further assignments available for you, you are entitled to claim your accrued holiday pay as a lump sum net of tax and NI.

## **8. Pension**

8.1 Nord Anglia Recruitment Ltd operates a stakeholder pension scheme. You are eligible to join the stakeholder pension on completion of three months' continuous temporary assignment. Providing you remain on a temporary assignment via Nord Anglia Recruitment, you will have a three month period in which to make the necessary application. Further details of the pension scheme are available from our offices on request.

## **9. Statutory Sick Pay ("SSP") Statutory Maternity Pay ("SMP") Statutory Paternity Pay ("SPP")**

SSP, SMP and SPP will be payable only where you meet the relevant statutory criteria. If you require further information you should contact our payroll department on Tel. 0845 3030234.

## **10. Working Time Regulations ("WTR")**

10.1 You are required to confirm whether or not you consent to working in excess of 48 hours per week on average if the particular business needs of the Client require it, by completing the appropriate declaration which will be provided to you.

10.2 If you confirm that you are willing to work in excess of 48 hours per week on average, you may withdraw your consent temporarily or permanently by giving 3 months written notice to that effect to us. If your consent is only

withdrawn for a temporary period, your notice to us must specify the period in respect of which such consent is withdrawn.

10.3 For the purpose of the Working Time Regulations, your working time shall consist of the periods described in the definition of working time in the Working Time Regulations.

10.4 To enable us to meet our obligations under the Working Time Regulations, you are required to comply with our procedures in relation to recording your attendance and activities at work.

#### **11. Records**

You agree to keep proper and accurate records of all assignments. If you are required to keep specific records for an assignment, you agree to make these available at all times to both us and the Client, if so required.

#### **12. Timesheet Procedure**

12.1 You agree to comply with our timesheet procedure (which provides evidence of the number of hours you have worked on any assignment) and comply with any requirements of the Client regarding personal time recording.

12.2 By the seventh day of a month, you must ensure that a time sheet in the prescribed form is submitted to us, via the Client. Your timesheet must be duly countersigned as accurate by a person authorised by the Client. You are responsible for obtaining appropriate countersignature. If your timesheet is not properly countersigned, payment of your fees may be delayed.

12.3 If timesheets are not completed accurately or contain errors resulting in any under-payment or over-payment of fees we will rectify such under-payment or over-payment the following month. You irrevocably authorise us to make necessary deductions or reimbursements as appropriate, for this purpose. If we find that you have falsified your timesheets, we reserve the right to terminate the contract between you and us immediately and remove your details from our database. We reserve the right to pursue whatever legal remedy against you that we consider appropriate in such circumstances.

12.4 You must ensure that a time sheet is submitted for each month worked no later than the following month. If timesheets are submitted in bulk, this may lead to a reduction in your net pay due to statutory deductions, which become applicable only after a specific sum is earned. We will not process any hours on a timesheet, which are worked after the end of the previous month unless by specific prior agreement.

#### **13. Termination**

13.1 Temporary assignments may be terminated by you, with not less than 24 hours' notice, although where possible it would be expected that you give us as much notice as is reasonably practicable.

13.2 Under certain conditions we may be required to terminate an assignment with 24 hours notice. Although we reserve the right to do so, we will endeavour to give you as much notice as is reasonably practicable before such assignment is terminated. If, for whatever reason, we terminate an assignment before you have completed it, we will be under no obligation to pay any part of the fee remaining unpaid, which related to the period of the assignment after termination takes effect.

#### **14. Obligations on Termination**

Upon termination of the contract for Services between you and us (for whatever reason), you shall deliver up to us all documents, records, papers or other property belonging to us, which may be in your possession or under your control and which relate in any way to our business or affairs. You shall retain no copies. Similarly, any property belonging to the Client must be returned to the Client.

#### **15. Absence**

15.1 You agree to notify the Client as soon as is reasonably practicable if you are unable to carry out the Services. You are required to inform us if you anticipate you will not be able to carry out the Services for one week or more.

15.2 Where you anticipate being absent, you are required to give us at least seven days' notice of any absence, other than in cases of sickness, accident, emergency or death of a close relative.

15.3 You agree to keep us informed of any changes regarding your availability to undertake assignments, including relevant changes in your professional or personal circumstances (including any changes in address, telephone number, changes to your nominated bank account or details on our registration forms). If you do not keep us up-to-date in this way, you may be removed from our database.

#### **16. Confidentiality**

16.1 During the course of your appointment with us you will have access to and have knowledge of both our trade secrets and the Client's confidential information (confidential information shall include but shall not be limited to, financial, operational and management information and also details of contracts, course or schemes of work, materials, management structures and future business plans). You agree to keep confidential all confidential information acquired in the consequence of any contract, except for information which you may be entitled or bound to disclose under compulsion of law or where requested to do so by regulatory agencies or by your professional advisers.

16.2 During the course of your appointment with us, we will hold confidential all personal information relating to you. You agree and consent to us disclosing such confidential information for the purpose of providing work and finding services for you, for the purposes of any legal proceedings (including arbitration), and to any professional body of which you are a member, and you hereby confirm that such consent shall remain throughout the duration of your assignment(s) and beyond unless you notify us to the contrary in writing.

**17. Copyright**

17.1 Copyright and/or any other intellectual property rights in materials produced by you in your own time for your own use shall remain your property.

17.2 Copyright and/or any other intellectual property rights in materials produced by you specifically for use by the Client as part of an assignment will belong to the Client, which commissioned or provided those materials.

17.3 Materials obtained, as part of a unique assignment with one Client ("First Client") must not be used with any other Client, except with the express written permission of the First Client to whom copyright and/or any other intellectual property right in those materials belong.

**18. Other Work**

Subject to these terms and conditions, you are free to work elsewhere. If a Client asks you during an assignment, to carry out any other work of a substantial nature in addition to the Services as specified in the Letter of Assignment, you must request the Client to negotiate with us. You must not, under any circumstance, negotiate direct with the Client. This does not apply to such cover as sickness cover, or additional study classes, where you may negotiate directly with the Client.

**19. Monitoring Performance**

19.1 We will, as appropriate, monitor your performance, both during the assignment and at the end of each assignment.

19.2 We will monitor as appropriate your continuous professional development.

19.3 Any cause for complaint should be notified to us and we will investigate where necessary. It is expected that complaints should be resolved through such procedures as are appropriate to the Client.

**20. Disclosure of Criminal Records**

20.1 Your work will bring you into contact with young people or vulnerable adults. You agree to undergo an enhanced Criminal Records Bureau ("CRB") (if resident in England and Wales) or Scottish Records Office ("SRO") (if resident in Scotland) check.

20.2 You agree to renew your Criminal Records Bureau disclosure in line with our 3 year expiry policy, or as deemed appropriate by Nord Anglia Recruitment.

20.3 We reserve the right to cancel, postpone or terminate your assignment until we are in receipt of a current, enhanced Criminal Records Bureau disclosure.

**21. Insurance**

If your assignment requires use of your own car for travel during assigned hours of work, you must ensure you make adequate provision in respect of motor vehicle insurance for business purposes and provide evidence of the same to us upon request.

**22. Notices**

Any notice required or authorised to be given in accordance with these terms and conditions may be served by personal delivery or by ordinary first class post addressed to the party in question at the address of such party as stated on the Letter of Assignment or to such other addresses as may be notified in writing for this purpose. Any notice given by personal delivery shall be deemed to have been served at the time of delivery and any notice given by letter shall be deemed to have been served 48 hours after it has been posted.

**23. Severability**

If any part or provision of these terms and conditions, not being of a fundamental nature, is held to be illegal or not enforceable, the validity or enforceability of the remainder of the terms and conditions shall not be affected.

**24. Changing these terms and conditions**

Any variations agreed by the parties to these terms and conditions of engagement will be confirmed in writing within ten working days of recording the agreement reached and shall only be effective when signed by both parties.

**25. Statutory provisions**

In these terms and conditions references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date of these terms and conditions) from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification).

**26. Law**

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales.

**Declaration**

I confirm that I have received Nord Anglia Recruitment ("NAR") Terms and Conditions of Engagement (February 2008) and agree that these will govern any assignment NAR engages me on

**Please tick one statement and sign below;**

1. I hereby consent to work in excess of 48 hours on average per week under any Assignments (calculated over a 17 week reference period adopted by NAR in accordance with Working Time Regulations 1998). I confirm this consent will continue unless and until I provide notice to NAR of the withdrawal of my consent in writing

2. I hereby do not consent to working in excess of 48 hours per week on average under any Assignment (calculated over a 17 week reference period, or such other reference period adopted by NAR in accordance with the Regulations)

Signed: .....

Name: .....

Date.....

Commencing a temporary assignment will amount to your acceptance of this agreement and Nord Anglia's standard Terms and Conditions of Engagement (February 2008). However, we ask you to please sign both copies of the agreement and return one to us, retaining the second for your own reference.