



Aquinas Education – Terms of Engagement for PAYE Temporary workers.

1.1 Definitions of terms applied:

“Client”

Represents the local authority, school, academy, college, person, firm, corporate body or other teaching establishment requiring the services of the temporary worker together with any subsidiary or associated company as defined under the companies Act 1985;

“Assignment”

The time in which the temporary worker is required by the client;

“Employment Business”

Aquinas Education Ltd – Unit 2 Poplars Court, Nottingham, NG7 2PW or any other associated company of Aquinas Education Ltd to whom the details of the temporary worker are shared with the consent of the temporary worker for the purpose of the associated company sourcing assignments for the temporary worker.

“Temporary Worker”

Please sign here

“Relevant Period”

Represents the later/either a) 12 weeks from the first day on which the temporary worker was supplied by the employment business to work for the client provided that there has been a break of more than 42 days between assignments, the 12 week period shall run from the first day of the later assignment; or b) 6 weeks from the day after the temporary worker was last supplied by the employment business to the client.

1.1 The headings above are general representations and do not affect their interpretation.

2 The Contract

- 2.1 These terms and conditions represent a contract for services between the above mentioned employment business and the temporary worker, 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 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 workers remuneration in accordance with clause 4.1.
- 2.3 There shall be no variation or alteration to these terms, unless this is agreed by the employment business and the temporary worker and set out in writing and copies held by both parties with appropriate dates for such varied terms.

3 Conduct of Assignments

- 3.1 The temporary worker is not obliged to accept any assignment offered by the employment business but if he/she does so, during every assignment and afterwards where appropriate, he/she will:-
 - a) Not engage in any conduct detrimental to the interests of the client or the employment business.
 - b) Not at any time divulge to any person, nor use for his/her own or any other person's benefit, any confidential information relating to the clients or the employment business employees, business affairs, transactions or finances.
 - c) Take all reasonable steps to safeguard his/her health and safety and that of any other person who may be present or be affected by his/her actions on the assignment and comply with the health and safety policies and procedures of the client.



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- d) Observe any relevant rules and regulations of the client's establishment to which attention has been drawn or which the temporary worker might reasonably be expected to ascertain.
 - e) Adhere to the clients instructions and accept the direction, supervision and control of any responsible person in the client's organisation.
- 3.2 If the temporary worker is unable for any reason to attend work during the course of an assignment he/she should inform the client and the employment business within one hour of the commencement of the assignment.
- 3.3 If, either before or during the course of an assignment, the temporary worker becomes aware of any reason why he/she may not be suitable for an assignment, he/she shall notify the employment business without delay.
- 4 Remuneration
- 4.1 The employment business shall pay to the temporary worker remuneration for hours worked on an assignment. The minimum rate of pay will be £ _____. The actual rate will be notified on a per assignment basis, for each 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 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 clients for time spent on assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 5 Statutory leave
- 5.1 For the purposes of calculating entitlement to paid annual leave pursuant to the working time regulations 1998 and this clause, the leave year commences on the date that you start an assignment or series of assignments.
- 5.2 Under the working time regulations 1998, you are entitled to 24 days paid leave per leave year. Entitlement to payment to leave accrues in proportion to the amount of time continuously by you on assignment during the leave year. You agree that payment in respect of entitlement to paid leave shall be made together with and in addition to your daily rate and that 9.22% of the daily rate notified to you in accordance with clause 4.1 above is your annual leave entitlement.
- 6 Sickness absence
- 6.1 The temporary worker may be eligible for statutory sick pay provided that he/she meets the relevant statutory criteria.
- 6.2 For the purposes of the 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.
- 7 Assignments
- 7.1 The employment business will endeavour to obtain suitable assignments for the temporary worker to work as a supply teacher/TA/Cover supervisor/nursery nurse etc. The temporary worker shall not be obliged to accept an assignment offered by the employment business.
- 7.2 The temporary worker consents to the employment business sharing his/her personal information with its associated companies which operate in the education recruitment market for the purposes of sourcing assignments for the temporary worker.
- 7.3 The temporary worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that the suitability of the work to be offered shall be determined solely by the employment business; 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; 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.
- 7.4 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 the business; the date of work is to commence and the duration of the 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 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.

- 7.5 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public bank holiday) 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 had already been given to the temporary worker.
- 7.6 For the purposes of calculating 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.
- 7.7 If, before the first assignment, during the course of an assignment or within the relevant period the client wishes to employ the temporary worker direct or through another employment business, the temporary worker acknowledges that the employment worker 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.

8 Time Sheets

- 8.1 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 hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the client.
- 8.2 Subject to clause 8.3 the employment business shall pay the temporary worker for all the hours worked regardless of whether the employment business has received payment from the client for those hours.
- 8.3 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 hours claimed by the temporary worker and the reasons that the client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the temporary worker. The employment business shall make no payment to the temporary worker for hours not worked.
- 8.4 For the avoidance of doubt and for the purposes of the working time regulations, the temporary workers working time shall only consist of those periods during which he/she is carrying out activities or duties for the client as part of the assignment. Time spent travelling to the clients premises; lunch breaks and other rest breaks shall not count as part of the temporary workers working time for these purposes.





9 Termination

- 9.1 The employment business or the client may terminate the temporary workers 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 3.2 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/her from complying with clause 3.2.
- 9.4 If the temporary worker is absent during the course of an assignment and the contract has not been otherwise terminated under the clauses 9.1, 9.2 or 9.3 above the employment business will be entitled to terminate the contract in accordance with the 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 three weeks, the employment business will forward his/her P45 to his/her last known address.

10 Law

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.

Signed by the temporary worker

Print name

Date





Consent

- 1 The temporary worker gives the employment business consent for personal data to be obtained and stored in accordance to the assignments undertaken.
- 2 The temporary worker gives the employment business consent to provide their personal data to the client for securing assignments.
- 3 The temporary worker may at any given time request all personal data to be returned or destroyed without liability.
- 4 In the event of assignments being terminated on behalf of the employment business all personal data will be destroyed within 12 months unless stated otherwise by the temporary worker.
- 5 Whilst under assignment the temporary worker's personal data will be stored securely for the duration of the assignment and for 12 months prior to the end of the assignment to assist the employment business in securing new assignments unless stated otherwise by the temporary worker.
- 6 Any data that specifically relates to earnings or dismissal procedures whilst under assignment by the client or employment business will be kept for 7 years.

Temporary worker

Full Name .

Signed .

Date .

Witness on behalf of employment business

Full Name .

Signed .

Date .

