



Direct Supply Teachers
knowing who you get

Please read this page very carefully before signing: It is the contract between you and Direct Supply Teachers Ltd. If you have any questions your consultant will be more than happy to answer them for you.

1. Definitions

1.1 In these Terms of Engagement the following definitions apply:-

'Assignment' means the period during which the Temporary Worker is supplied to render services to the client

'Client' means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985.

'Acting as an Employment Business' means Direct Supply Teachers.

'Temporary Worker' means the supply teacher _____.

'Relevant Period' means the longer period of either 14 weeks from the first day on which the Temporary Worker worked for the client or 8 weeks from the day after the Temporary Worker was last supplied by Direct Supply Teachers Ltd to the Client.

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

1.3 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 services between Direct Supply Teachers Ltd and the Temporary Worker, and they govern all Assignments undertaken by the Temporary Worker, however, no contract shall exist between Direct Supply Teachers Ltd and the Temporary Worker between Assignments.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment Direct Supply Teachers Ltd and the Temporary Worker. The Temporary Worker is engaged as a self-employed Worker, although Direct Supply Teachers Ltd is required to make statutory deductions from the Temporary Workers remuneration in accordance with 4.1.

2.3 No variation or alteration of these terms shall be valid unless the details of such variations are approved by Direct Supply Teachers Ltd in writing.

2.4 For the avoidance of doubt, these terms shall override and operate in substitution for any previous Contract between the Temporary Worker and Direct Supply Teachers Ltd, and shall be accepted by the Temporary Worker (whether or not signed) in respect of each and every Assignment undertaken or continued by the Temporary Worker.

3. Assignments

3.1 Direct Supply Teachers Ltd will endeavour to obtain suitable Assignments for the Temporary Worker.

3.2. The Temporary Worker acknowledges that the nature of Temporary Worker means that there may be periods when no suitable Worker is available and agrees: that the suitability of the Worker to be offered shall be determined solely by Direct Supply Teachers Ltd; that Direct Supply Teachers Ltd shall incur no liability to the Temporary Worker should it fail to offer opportunities to Worker in the above category or in any other category; and that no contract will exist between the Temporary Worker and Direct Supply Teachers Ltd 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 Direct Supply Teachers Ltd shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the Worker is to commence and the duration or likely duration; the type of Worker, 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 the 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 Direct Supply Teachers Ltd 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 Worker in the Assignment.

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- 3.4** Where such information is not given in paper 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 being supplied within the previous five business days and such information had already been given to the Temporary Worker.
- 3.5** For the purpose of calculating the average number of weekly hours by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time (Amendment) Regulations 2002 shall be the date on which the Temporary Worker starts the first Assignment.
- 3.6** If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Work direct or through another employment agency, the Temporary Worker acknowledges that Direct Supply Teachers Ltd 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 agency without further charge to the Client. In addition Direct Supply Teachers Ltd 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** Direct Supply Teachers Ltd shall pay to the Temporary Worker remuneration calculated at a minimum daily rate of £150 and £70 per half day. Direct Supply Teachers will pay into Umbrella company account who will tax and take National Insurance contributions.
- 4.2** DBS will be paid by the Temporary Worker in full before any Assignments.
- 4.3** Direct Supply Teachers Ltd will not make payment of the Temporary Worker conditional upon receipt of payment from the Client.
- 5. Statutory Leave**
- 5.1** For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 2002 under this clause, the leave year commences on the date that the Temporary Worker starts an Assignment or a series of Assignments.
- 5.2** Under the Working Times Regulations 2002 the Temporary Worker is entitled pro-rata to 4.8 weeks paid leave per leave year including bank and public holidays. 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. Failure to take any holiday by the end of the holiday year in which the entitlement arises will result in such outstanding holiday being forfeited.
- 5.3** Where a Temporary Worker wishes to take paid leave during the course of an Assignment/s he/she should notify Direct Supply Teachers Ltd of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that he/she wishes to take. In certain circumstances Direct Supply Teachers Ltd may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances Direct Supply Teachers Ltd will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that has been requested.
- 5.4** 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 Temporary Worker agrees that payment in respect of the entitlement to paid leave shall be made together with and in addition to the Temporary Worker's daily rate. Payments for all annual leave will be calculated on the basis of rates paid during the Client's normal working hours. In effect this means that 12.07% of your gross pay is holiday pay allowance. For the avoidance of doubt, the Temporary Worker will receive no further payment during any holiday period, in lieu of untaken holiday or on termination of the relevant Assignment, it being acknowledged and agreed that he/she has received full holiday pay in advance.
- 5.5** Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave is less than the amount accrued in accordance with 5.4 above.
- 6. Sickness Absence**
- 6.1** The Temporary Worker may be eligible for Statutory Sick Pay provided that he/she meets the relevant criteria.

7. Hours Worked

- 7.1** At the end of each week of an Assignment (or at the end of an Assignment where an Assignment is for a period of less than one week or is completed before the end of a week) the Temporary Worker shall inform Direct Supply Teachers Ltd of the number of days worked by the Temporary Worker during the preceding week. Direct Supply Teachers Ltd will seek confirmation from the relevant client(s) that the reported days have been worked. Direct Supply Teachers Ltd shall not be obliged to make any payment to the Temporary Worker if such confirmation is not forthcoming, or until such time as reasonable checks can be made that the work has been properly completed by the Temporary Worker.
- 7.2** The Client or Direct Supply Teachers Ltd may without notice and without liability instruct the Temporary Worker to end an Assignment at anytime.

8. Conduct of Assignments

- 8.1** The Temporary Worker is not obliged to accept any Assignment offered by Direct Supply Teachers Ltd but if he/she does so, during every Assignment and afterwards, where appropriate, the Temporary Worker will:
- a.** Co-operate with the Client's reasonable Instructions and accept the direction, supervision and control of any responsible person in the Client's organisation.
 - b.** 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.
 - c.** Take all reasonable steps to safeguard personal safety and the safety of any other person who may be present or affected by the Temporary Workers actions on the Assignment and comply with the Health and Safety policies and procedures of the Client.
 - d.** Not take any computer media onto the Client's establishment or load any computer media onto any system of the Client unless specifically authorised to do so by a reasonable person in the Client's organisation.
 - e.** Not engage in conduct detrimental to the interests of the Client or Direct Supply Teachers Ltd.
 - f.** Not at any time divulge to any person, nor use his or her own or any other person's benefit, any confidential information relating to the Client's or Direct Supply Teachers Ltd employees, business affairs, transactions or finances.
- 8.2** If the Temporary Worker is unable for any reason to work during the course of an Assignment he/she should inform Direct Supply Teachers Ltd by no later than 07:00am on the first day of absence to enable alternative arrangements to be made.
- 8.3** If either before or during an Assignment, the Temporary Worker becomes aware of any reason why he/she may not be suitable for an Assignment, he/she shall notify Direct Supply Teachers Ltd without delay.
- 8.4** The Temporary Worker will not at any time divulge to any person, nor use for his/her own or any other person's benefit, any information relating to a Client or Direct Supply Teachers Ltd Temporary Workers, business affairs, transactions or finances.
- 8.5** The Temporary Worker will inform Direct Supply Teachers Ltd immediately in the event of a Client directly offering the Temporary Worker work Assignments, whether temporary or permanent.
- 8.6** The Temporary Worker will inform Direct Supply Teachers Ltd if at any time a complaint is brought by an educational establishment against the Temporary Worker or if he/she has been arrested or accused of a criminal offence.
- 8.7** The Temporary Worker will inform Direct Supply Teachers Ltd if the Temporary Worker's state of health changes in such a way as to affect his/her suitability to work.
- 8.8** The Temporary Worker warrants to Direct Supply Teachers Ltd that all information which the Temporary Worker has provided to date to and which he/she may hereafter provide is and will be true and accurate in all respects, and undertake to inform Direct Supply Teachers Ltd without delay of any relevant changes to such information or any additional information that may affect an Assignment (an/or his/her suitability to continue in it) as appropriate.
- 8.9** In the instance of Temporary Workers being paid on a daily rate, for the purpose of recording daily hours worked only, the following calculations shall be used.
- i.** A full day shall be deemed to be 6.5 hours
 - ii.** A part day shall be deemed to be 4 hours

iii. For record keeping purposes only, any hours worked in excess of those stated in Paragraphs 8.9(i) to 8.9(ii) above must be reported in writing to Direct Supply Teachers Ltd at the end of the relevant week.

8.10 The Temporary Worker should inform Direct Supply Teachers Ltd if the Temporary Worker is to take leave in excess of 28 days.

8.11 If the Temporary Worker whilst working under this contract is working for another person the Temporary Worker must notify Direct Supply Teachers Ltd so that if necessary working arrangements can be adjusted on order to comply with the Working Time Regulations 2002.

9. Termination

9.1 Direct Supply Teachers Ltd or the Client may terminate the Temporary Worker's Assignment at any time without prior notice.

9.2 The Temporary Worker may terminate Assignments at any time without prior notice or liability. Nevertheless, this does not discharge responsibilities to preserve the health and safety of minors who may be in charge of the Temporary Worker at any time.

9.3 If the Temporary Worker does not inform Direct Supply Teachers Ltd (in accordance with 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 contact has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above Direct Supply Teachers Ltd 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.

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

Please confirm your agreement to these Terms of Engagement by Signing below.

Signed by the Temporary Worker _____

Name of Temporary Worker _____ **Date** _____

Signed by the Consultant _____ **Date** _____