

Supply & Demand Consultancy Limited – Terms and Conditions for the Supply of Temporary Teaching & Support Staff



1. Terms and Conditions

- a) These Terms and Conditions set out the rights and obligations of Supply & Demand Consultancy Ltd (the “Company”) and the School or Educational Establishment (the “Client”) that will apply with effect from the date the Client requests the company to supply one or more temporary teaching or support staff (the “Worker” or “Workers”) pursuant to the Client completing a booking specification for temporary work Assignments (the “Assignments”). These Terms and Conditions will govern all such supplies of Workers until either party gives written notice to terminate these Terms and Conditions or if the parties agree in writing to vary these Terms and Conditions.
- b) The Company acts as an employment business in the supply of temporary teaching and support staff who are supplied as either self-employed workers engaged by the Company on a contract for services or incorporated workers.
- c) These Terms will apply to all Assignments agreed after the date they are issued.
- d) These Terms represent the entire agreement between the parties and shall prevail over any terms of business or purchase conditions proffered by the Client and shall not change, alter or supersede any other agreement for any other services provided by the Company which may be the subject of a separate agreement between the Company and the Client. No variation to these Terms shall be valid unless approved by a Director of the company in writing.

2. General Obligations

- a) The Company shall not be liable for any loss, expense, damage or delay arising from the dishonesty, lack of skill, misconduct or negligence of the Worker.
- b) The Client will in all respects comply with all applicable statutes, bylaws, codes of practice and legal requirements in its treatment of the Workers.
- c) The Client will provide proof of the provision of adequate insurance cover for the Worker during an Assignment.
- d) The Client will ensure that the Worker is apprised of all Health and Safety policies in force at the Client's premises and will conduct and record any risk assessment that is deemed necessary.

3. Suitability and References

- a) The Company will inform the Client that the Company will use all reasonable endeavours to check the identity of the Worker; and the Worker has the necessary skills, qualifications and experience to carry out the Assignment; to obtain and offer to provide copies of relevant qualifications and appropriate references; to ascertain the Worker's willingness to work in the Assignment; to ensure that the Worker has the appropriate level of Disclosure from the Criminal Records Bureau and/or a clearance obtained from an overseas police force and clearance from the DFES List 99 in accordance with the DFES guidelines, CRB code of practice and regulations in force from time to time and Part V of the Police Act 1997.
- b) The Company will provide the Client with the information specified in 3 a) and will confirm the information in writing by the end of the 3rd business day following the introduction of an Applicant, save where the Worker is being proposed for a position which is the same as one in which the Worker has worked within the previous five days and such information has already been given to the Client.
- c) The Client shall satisfy himself as to the suitability of the Applicant, including the checking of any references provided either by the Applicant or the Company before engaging the Applicant.
- d) The Client shall be responsible for obtaining work or other permits, for the arrangement of any medical examination or screening of the Applicants medical history and shall ensure that the Applicant has the necessary level of Disclosure in accordance with Part V of the Police Act 1997 from the Criminal Record Bureau (CRB).

4. Obligation under the Working time Regulations 1998 (the “Regulations”)

- a) The Worker will be working under the supervision and direction of the Client and accordingly the Client shall:
 - i) Ensure that it does nothing to cause the Company to be in breach of the Regulations,
 - ii) Provide full details of the nature of the work and any special Health and Safety requirements in the booking specification.
 - iii) Inform the Company of any intention to increase the working hours of the Worker, which would result in the hours worked per week exceeding 48 hours, or any other change in the work pattern as described in the booking specification.
 - iv) Ensure that the Worker receives adequate rest breaks which shall include a break of between 20 minutes and 1 hour where the Worker is contracted to work in excess of six hours during any working day and the full entitlement to rest periods as detailed in the Regulations.
- b) The Worker shall submit a time sheet to the Client each week. The Client shall promptly verify and sign the timesheet and such signature shall constitute to the Company that the Worker has:
 - i) Worked satisfactorily for the period indicated on the timesheet, and
 - ii) Received the Worker's statutory entitlement to rest periods and breaks in accordance of the Regulations.
- c) Failure to sign the timesheet will not alter the Client's liability to pay for the period worked.

5. Misconduct and Early Termination

- a) Any act of misconduct or breach of the DFES code of conduct by the Worker must be reported to the Company without delay in accordance with the regulations issued by the DFES from time to time regarding the misconduct of teachers.
- b) The Company shall investigate any complaint and shall determine the matter in accordance with the DFES guidelines.
- c) If the services of the Worker prove to be unsatisfactory the Client shall inform the Company immediately by telephone with confirmation in writing within 48 hours.
- d) If the services of the Worker prove to be unsatisfactory the Company may, at its discretion, reduce, cancel or waive the fees for the time worked by the Worker where the Client gives notice requesting termination of the Assignment.
 - i) within four hours of the Worker commencing the Assignment where the Assignment period is more than seven hours in duration per day, or
 - ii) within two hours of the Worker commencing the Assignment where the Assignment is for seven hours duration or less per day.
- e) The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work of the Worker.
- f) The Company shall notify the Client immediately if information comes to light to show the Worker may be unsuitable for the Assignment after commencement of the Assignment and will terminate the Assignment.

6. Fees and Payment Terms

- a) The Company will agree in advance with the Client the fee to be paid by the Client to the Company for the provision of the Worker.
- b) The Company will invoice the Client weekly for such fees based on the period certified on the timesheet plus VAT as appropriate.
- c) The Client shall pay the fees to the Company on receipt of the invoice. Prompt payment of the fees shall be of the essence and if any payment is outstanding for more than 30 days the Company shall be entitled to:
 - i) interest on overdue payments at the rate of 1% above the base rate as indicated by the National Westminster Bank Plc, and/or
 - ii) charge on an indemnity basis for all collection costs incurred as a result of instructing a solicitor or collection agency to recover the outstanding payment.
- d) The Company, where appropriate, will deduct Income Tax under PAYE and Class 1 National Insurance Contributions from the gross fees due to the Worker as required under section 44 of the income Tax (Earnings and Pensions) Act 2003 and the Social Security (Categorisation of earnings) Regulations before remitting the balance of the fees to the Worker.

7. Transfer and Introduction Fees

- a) Where a Worker has been supplied by the Company and is subsequently engaged by the Client either (1) directly or (2) pursuant to being supplied by another employment business, within the later of:
 - 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment shall also be considered to be the ‘first Assignment’ for these purposes) or
 - 8 weeks from the day after the last day the Worker worked on the Assignment the Client shall be liable to either an extended period of hire (17 working weeks) or a Transfer Fee calculated in accordance with 7(i) below.
- b) Where a Worker is engaged on an assignment which runs for half a term or more, the Company will request an indication 6 weeks before the end of the Assignment of whether or not the Client wishes to engage the Worker on a further Assignment. Where the Client does not give such indication, the company shall be entitled to assume that it should begin seeking alternative work for the Worker.
- c) If the Client elects for an extended period of hire but before the end of such period engages the Worker supplied by the Company either directly or pursuant to being supplied by another employment business or the Worker chooses not to be supplied for an extended period of hire, the Transfer Fee calculated in accordance with 7(i) may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Worker and paid for by the Client.
- d) No refund of the Transfer Fees will be paid in the event the Assignment subsequently terminates.
- e) In the event that there is an introduction of a Worker to the Client which does not result in that supply of that Worker by the Company to the Client, but leads to an engagement of the Worker by the Client either directly or pursuant to being supplied by another employment business within 6 months of the date of the introduction the Client shall be liable, to either an extended period of hire of 17 working weeks or an Introduction Fee calculated in accordance with 7(i). The Client must give the Company written notice in advance of the engagement of whether it has elected to take the period of extended hire or to pay the Introduction Fee. However, where the Client does not give such notice before the Worker is engaged the parties agree that the Introduction Fee will be due.
- f) Where the Client exercises the right to an extended period of hire this shall be on the same terms as the most recent period of supply by the Company. Where there has been no supply, fees will be based on a assumed salary of £25,350 plus an administration fee plus VAT if applicable.
- g) If in the event a Worker supplied to the Client is introduced by the Client to a third party which results in the engagement of the Worker by the third party within the later of the times stipulated in 7(a), the Client will be liable to pay an Introduction Fee as outlined in 7(i).
- h) In the event that there is an introduction of a Worker to the Client which does not result in the supply of that Worker by the Company to the Client, but the Temporary Worker is introduced by the Client to a third party which results in the engagement of the Worker by the third party within 6 months from the date of introduction the Client shall be liable, to an Introduction Fee calculated as in 7(i)
- i) Introduction and Transfer Fees shall be calculated as follows:
 - (i) in respect of the engagement of the Worker fees shall be calculated as follows:

Subject Area	% of first twelve months salary payable exclusive of VAT
• Secondary subjects/roles.....	20
• SEN subjects/roles.....	20
• PRU subjects/roles.....	20
• All other subjects/roles.....	15

(ii) If the actual amount of the Remuneration is not known, fees shall be calculated using an assumed salary of £25,350
VAT will be charged in addition to the relevant fee.

8. Statutory Entitlements

Where the Worker meets the qualifying requirements applicable the worker may be entitled to Statutory Sick Pay and or Statutory Maternity Pay in accordance with current DSS Regulations governing such payments.

9. Value Added Tax

VAT will be charged where appropriate at the rate prevailing at the time of supply.

10. Jurisdiction

- a) The contract is governed by the Laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.
- b) 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.