

TERMS OF BUSINESS
 FOR THE HIRE OF TEMPORARY STAFF THROUGH ENGAGE TEACHERS LTD T/A
 EDUCATION STAFFING SOLUTIONS WHO ARE ACTING AS AN EMPLOYMENT BUSINESS

1. DEFINITIONS

- In these Terms of Business:
- a) The Client means the person or organisation appointing the services of the Temporary Worker.
 - b) "Temporary Worker" means the individual registered with Engage Teachers Ltd t/a Education Staffing Solutions providing the services.
 - c) The "Assignment" means the period during which the Temporary Worker is supplied to the Client by Engage Teachers Ltd t/a Education Staffing Solutions.
 - d) References to the singular include the plural and reference to the masculine includes any gender and vice-versa.
 - e) Appointment means employment or use in the following circumstances:
 - i) Under a contract of service or for services
 - ii) Under an agency licence, franchise or partnership
 - iii) In a joint venture agreement or arrangement

2. HOW A CLIENT ACCEPTS THESE TERMS OF BUSINESS

A Client will accept these Terms of Business by interviewing, appointing or continuing to appoint a Temporary Worker introduced by Engage Teachers Ltd t/a Education Staffing Solutions. The Temporary Worker is introduced to the Client when Engage Teachers Ltd t/a Education Staffing Solutions supplies, orally or in writing any information about a Temporary Worker. These Terms shall apply to the exclusion of any conditions of purchase or similar terms of the Client.

3. TEMPORARY WORKER CHARGES

The Client agrees to pay the charge of Engage Teachers Ltd t/a Education Staffing Solutions advised at the time of the Temporary Workers booking together with any other agreed incidental charges. These charges will be those in force at the time of the Assignment and may be varied from time to time with immediate effect. Details of charges are available on application. VAT will be charged in addition.

4. WHEN TEMPORARY WORKER CHARGES MUST BE PAID

Engage Teachers Ltd t/a Education Staffing Solutions will submit its invoices for its charges and any other appropriate costs, on a weekly basis. The invoices are payable within 30 days of their date of issue. If the Client does not pay the invoice within 30 days Engage Teachers Ltd t/a Education Staffing Solutions is entitled to charge interest on any accounts which remain outstanding at the rate of 0.5% of the original amounts each full week until the account is settled.

5. ENGAGE TEACHERS LTD T/A EDUCATION STAFFING SOLUTIONS RESPONSIBILITY FOR THE TEMPORARY WORKER

- a) Engage Teachers Ltd t/a Education Staffing Solutions assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of earning related insurance and administration of Schedule E Income Tax (PAYE) applicable to the Temporary Worker as required by law.
- b) Before supplying a Temporary worker Engage Teachers Ltd t/a Education Staffing Solutions will carry out all checks required by current legislation and guidelines from the Department of Education and Skills including List 99 and Enhanced Disclosure Checks through the Criminal Records Bureau.
- c) Before supplying a Temporary worker Engage Teachers Ltd t/a Education Staffing Solutions will verify that the Temporary worker is willing to work in the position that the client wishes to fill.

6. TEMPORARY WORKER TO PERMANENT CONVERSIONS

- a) If the Client directly appoints a Temporary Worker or former Temporary Worker during the course of a booking or within 14 weeks of a booking starting or 8 weeks of a booking ending (whichever ends later) of the completion of the booking then they must pay the full Introduction Fee. Similarly, the Client will be liable to pay the full introduction fee of 20% of the total annual income, if in turn introduces the Temporary Worker to another person, firm or company who subsequently appoints them. This may include by way of example only, another employment agency.
- b) Where the Client wishes to appoint a Temporary Worker directly then Engage Teachers Ltd t/a Education Staffing Solutions will waive the fee which would otherwise have been due under paragraph 6a above provided that i) A written offer of such direct appointment is made by or on behalf of the Client to the Temporary Worker to take effect at the end of the period referred to in paragraph 6bii. ii) A copy of such offer is forwarded to Engage Teachers Ltd t/a Education Staffing Solutions as soon as it has been made. iii) The Client continues thereafter to hire the Temporary Worker for a continuous period of 20 further working weeks, after this period the worker will transfer free of charge.
- c) Where a Temporary Worker has converted to a permanent position Engage Teachers Ltd t/a Education Staffing Solutions will not pay any rebate of the Introduction Fee should the appointment be subsequently terminated.
- d) The above provision applies irrespective of whether or not the Temporary Worker is appointed by the Client in the same position in the organisation.
- e) An Introduction Fee shall also be due from the Client under Clause 6a above where a Temporary Worker is appointed under an agreement with another person, school or company which provides the Temporary Workers services to the Client and which is under the Temporary Workers control.

7. CLIENT PROCEDURE WHEN APPOINTING A TEMPORARY WORKER DIRECTLY

- a) If a Client directly appoints a Temporary Worker or former Temporary Worker on a daily basis, during the course of a booking or within 14 weeks of a booking starting or 8 weeks of a booking ending (whichever ends later) of the completion of the booking where that Temporary Worker or former Temporary Worker had been introduced to the Client by Engage Teachers Ltd t/a Education Staffing Solutions the Client must inform Engage Teachers Ltd t/a Education Staffing Solutions of this arrangement. The Client will be liable to pay the full daily assignment rate for each day worked at the rate at which the Temporary Worker was last supplied to the Client. Similarly the Client will be liable to pay the full assignment rate if the Client, in turn, introduces the Temporary Worker to any other person with

the resulting appointment of the Temporary Worker by that other person directly on a daily basis.

- b) The terms stated in 6 and 7 above also apply to all introductions of supply staff to clients who subsequently advertise the position of which the supply staff has been introduced, similarly if the position advertised is different but the introduction of a supply staff member to the schools has been made.

8. THE SUITABILITY AND AVAILABILITY OF ENGAGE TEACHERS LTD T/A EDUCATION STAFFING SOLUTIONS TEMPORARY WORKERS

Engage Teachers Ltd t/a Education Staffing Solutions will make every reasonable effort to ensure that the Temporary Worker suits the Client's requirements in terms of standards of skills, integrity and reliability. However save for death or personal injury caused by the Temporary Workers own negligence neither Engage Teachers Ltd t/a Education Staffing Solutions nor anyone acting on its behalf is liable for any loss, expense, damage or delay caused by any act or omission of the Temporary Worker.

9. CLIENT'S RESPONSIBILITY FOR THE TEMPORARY WORKER

- a) Every Engage Teachers Ltd t/a Education Staffing Solutions Temporary Worker provided to the Client is under the exclusive direction and control of the Client from the time the Temporary Worker reports to take up duties and throughout the Assignment. The Client undertakes to instruct and supervise the Temporary Worker and to provide him with the same facilities and assistance as if he were a member of the Client's own staff. The Client further undertakes to take all reasonable care to prevent injury or disease to the Temporary Worker and to prevent damage to the Temporary Worker's property. Furthermore, the Client undertakes that it shall comply with all statutes legal requirements affecting the Temporary Worker to which it is subject in respect of its own staff apart from those specified in condition. The Client will be responsible for all acts, errors or omissions on the part of the Temporary Worker during an Assignment, whether wilful, negligent or otherwise, as though they were directly employed by the Client and the Client shall indemnify Engage Teachers Ltd t/a Education Staffing Solutions and keep it indemnified against all claims costs and liabilities incurred by Engage Teachers Ltd t/a Education Staffing Solutions as a result of the act or omissions of the Temporary Worker during an Assignment save for any claim which arises as a result of Engage Teachers Ltd t/a Education Staffing Solutions own negligence or breach of contract.
- b) In respect of each Temporary Worker, the Client undertakes to comply with all applicable laws, regulations relating to health and safety at work and the Working Time Regulations 1998 (excluding the paid annual leave and health assessment requirements under those Regulations) as though the Temporary Worker is directly employed by the Client. (The Client will assist Engage Teachers Ltd t/a Education Staffing Solutions in complying with its duties under the Working Time Regulations 1998 by supplying any relevant information requested by Engage Teachers Ltd t/a Education Staffing Solutions and the Client will not do anything to cause Engage Teachers Ltd t/a Education Staffing Solutions to be in breach of its obligations under those Regulations).
- c) The Client shall indemnify and keep Engage Teachers Ltd t/a Education Staffing Solutions indemnified against any costs, claims and liabilities incurred by Engage Teachers Ltd t/a Education Staffing Solutions as a result of the Client's negligence or breach of statutory duty or any breach by the client of its obligations pursuant to these Terms of Business.

10. CANCELLING THE TEMPORARY WORKER BOOKING

- a) The Client undertakes to supervise the Temporary Worker assigned to it sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship. If, however, the services of the Temporary Worker prove to be unsatisfactory the Client may terminate the assignment and shall inform Engage Teachers Ltd t/a Education Staffing Solutions immediately.
- b) In the event that the assignment is terminated by the Client pursuant to paragraph 10 a) above the Client shall pay Engage Teachers Ltd t/a Education Staffing Solutions for hours worked by the Temporary Worker up to the time of termination if it is agreed at the beginning of the Assignment that the Assignment could be for a fixed period of two days or less. In any other case one may reduce or cancel the charge for the time worked by the Temporary Worker provided that the Temporary Worker leaves the Assignment immediately and that the Client gives Engage Teachers Ltd t/a Education Staffing Solutions notice by telephone (followed by written confirmation sent the same day) before 5pm on the day the Assignment is terminated. Or if termination occurs after 2pm, before noon on the next working day.
- c) The Client must notify Engage Teachers Ltd t/a Education Staffing Solutions of any cancellation of any booking by 4pm on the previous day. Failure to do so will incur a full day's booking charge.

11. DATA PROTECTION

The Client and Engage Teachers Ltd t/a Education Staffing Solutions will use and process personal data for recruitment purposes only and in accordance with UK Data Protection Legislation, we are members of the Data Protection Agency. To improve Engage Teachers Ltd t/a Education Staffing Solutions services to the Client through training, communications with Engage Teachers Ltd t/a Education Staffing Solutions may be monitored or recorded. If the Client would prefer not to be contacted or receive further information from Engage Teachers Ltd t/a Education Staffing Solutions please contact our offices and advise accordingly.

12. COPYRIGHT

Engage Teachers Ltd t/a Education Staffing Solutions retains copyright in all advertising and other material produced by it, which may not be copied or otherwise reproduced by the Client whether in whole or in part or without the prior written consent of Engage Teachers Ltd t/a Education Staffing Solutions.

13 ALTERATIONS

No alterations can be made to these Terms of Business without the written consent of the Directors of Engage Teachers Ltd t/a Education Staffing Solutions.



EDUCATION STAFFING SOLUTIONS
 RECRUITMENT & TRAINING

**One Call,
 One Contact,
 One Solution**



Cardiff Office
 Regus House
 Falcon Drive
 Cardiff Bay
 Cardiff CF10 4RU

Tel: 029 2048 8499
Fax: 029 20 50 4157
Email: cardiff@esswales.com

Swansea Office
 5th Floor,
 Sun Alliance House
 166-167 St Helens Road
 Swansea SA1 4DO

Tel: 01792 450980
Fax: 01792 469238
Email: swansea@esswales.com

Carmarthen Office
 Ty Myrddin
 Old Station Road
 Carmarthen
 SA31 1GS

Tel: 01267 220110
Fax: 01267 220151
Email: carmarthen@esswales.com

www.educationstaffingsolutions.co.uk



**THE LEADING
 EDUCATION
 RECRUITMENT
 AGENCY IN
 SOUTH &
 WEST WALES**

www.educationstaffingsolutions.co.uk

All branches of Education Staffing Solutions provide the following services to schools

Primary

- NQT's through to highly experienced teachers including retired teachers for day to day, short and long term assignments, able to cover Foundation, KS1 & KS2.
- We also provide qualified LSA's and NNEB's for Classroom support

Secondary

- NQT's through to highly experienced teachers including retired teachers covering all specialist subjects and general day to day supply, able to cover KS3 – KS5.
- We also provide Cover Supervisors, qualified LSA's and exam invigilators.

Special Needs Schools

- Experienced teachers and LSA's with an understanding of working with children with learning difficulties.
- We have quality professionals with a variety of skills.

Education Training Department

- Our Business Development Managers (all ex head teachers) can attend your school to complete lesson observations on short or long term supply teachers at no additional charge to the schools.
- Pre Estyn inspection training for all supply staff

Recruitment Standards

Our stringent procedures for recruiting all supply staff for schools include:

- Telephone screening of all candidates
- Face to face interviews with an experience trained consultant
- Enhanced disclosure CRB check
- Protection of Children Act List (List 99)
- Obtain 2 written references from education employment
- Verification of registration with GTCW
- Verification of all qualification and completed courses
- Verification of photo ID, address and eligibility to work in the UK

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Additional Services

- Competitive rates
- Tailored invoicing
- Dedicated recruitment consultants who will save you time and money.....one phone call and we do the rest
- Out of hours on call service (24/7)
- AWR compliant
- Knowledgeable Business Development Managers (with over 150 years of teaching experience)

All branches of Education Staffing Solutions provide the following services to supply teachers, Cover Supervisors & LSA's

- Face to face interviews to establish a relationship between consultant and supply staff which helps to tailor placements to specific school
- CPD training – courses are run either independently or in conjunction with Career Wales, Swansea Metropolitan University & Trinity St Davids University
- Opportunity for NQT to develop their own Teaching Portfolio to help with securing permanent positions
- Opportunity to speak to ex head teachers to help with portfolio, interview techniques, CV writing
- A dedicated consultant to actively seek work on your behalf
- Payroll paid via an umbrella company that enables you to offset lunch and mileage expenses
- Payroll done weekly
- No timesheets required

Education Staffing Solutions Community Links

ESS is proud to be in partnership with the following

- Newport Gwent Dragons Rugby
- The Ospreys Rugby
- Swansea City AFC
- The Vale of Glamorgan Golf Resort

The above 4 community links enables schools to have fundraising opportunities

- Swansea Metropolitan University
- Trinity St Davids, Carmarthen & Lampeter
- University Of Wales, Newport
- Career Wales

The above 4 organisations allow supply staff to complete CPD courses, keeping them up to date with education developments



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One Contact,
One Solution**



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