



Terms of Registration for Temporary Supply Staff

REVIEWED: September 2024

NEXT REVIEW DATE: September 2025

REVIEWED BY: Olivia Bakewell

This agreement is made on the ____/_____/_____

The terms constitute a contract for services between SMILE EDUCATION LIMITED AND

_____ (the Temporary Supply Worker)

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;
- **“The School/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 ;
- **“Employment Business”** means Smile Education Limited of; The Colmore Building, 20 Colmore Circus Queensway, Birmingham B 4 6 AT
- **“Temporary Worker/Supply Teacher”** [name of Temporary Worker]
- **“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 the Employment Business to the Client.
- **“Working Week”** means an average of 48 hours each week calculated over a 17 week reference period

2. Assignments

2.1. Smile Education Limited will endeavour to obtain suitable Assignments for the Temporary Supply Teacher

2.2. Throughout the period of this contract the Temporary Supply Teacher will be working under a contract for services with Smile Education Limited. For the avoidance of doubt Smile Education Limited is not your employer and you are not our employee.



The Temporary Supply Teacher acknowledges that specific legislation governing the tax treatment of Temporary Supply Teachers assigned by employment agencies requires his/her earnings to be subject to direct deduction of income tax and National Insurance contributions under PAYE regulations as if he/she were an employee.

3. Acknowledgements

3.1. The Temporary Supply Teacher acknowledges that there may be periods when no suitable work is available and agrees that his/ her suitability for a particular Assignment or School shall be determined solely by Smile Education Limited and (b) that Smile Education Limited shall incur no liability to the Temporary Supply Teacher if it fails to offer a suitable (or any) Assignment.

4. Rates of Pay

4.1. Smile Education Limited shall pay the Temporary Supply Teacher weekly in arrears the rate specified in the relevant Assignment Confirmation calculated at 1/195 of an annual salary which includes payment for school holidays (whether or not Smile Education Limited received payment from the Client in respect of such work) and shall deduct all applicable taxes (including any National Insurance contributions) required by law including specific legislation governing the tax treatment of workers assigned by employment businesses.

4.2. Subject to any statutory entitlement under the relevant legislation, the Temporary Supply Teacher is not entitled to receive payment under this Agreement for the time not spent actually working on Assignment, whether in respect of travelling to the Client's premises, lunch breaks, holidays, illness or for any other reason, unless otherwise agreed.

4.3. To the extent permitted by law, and without prejudice to any other legal remedy which Smile Education Limited may have, the Temporary Supply Teacher hereby consents to the deduction from any sums owed by Smile Education Limited to the Temporary Supply Teacher under this Agreement from time to time, any sums owed from time to time by the Temporary Supply Teacher to Smile Education Limited (which may include any overpayment by Smile Education Limited to the Temporary Supply Teacher and the recovery of any costs incurred by Smile Education Limited as a result of a breach of this agreement by the Temporary Supply Teacher).

4.4. The Temporary Supply Teacher's basic rate of pay (as notified to the Temporary Supply Teacher either verbally or in writing) includes an additional element of holiday pay. This additional holiday pay represents 12.07% of the Gross Temporary Supply Teacher's hourly/daily rate of pay. Each pay period Smile Education Limited withholds this amount (unless otherwise specified), this is then released upon request by the teacher. This provides an element of pay when they have holiday. If a teacher's assignment is terminated then any retained holiday pay is released to the teacher.



5. Timesheets

5.1. At the end of each week the Temporary Supply Teacher should ensure that an online or paper timesheet has been completed and signed by an authorised representative of the Client, confirming the number of hours/ days worked by the Temporary Supply Teacher pursuant to the Assignment.

5.2. Failure to deliver a duly signed timesheet in accordance with clause 5.1 may result in a delay in payment to the Temporary Supply Worker.

6. Unavailability for work

6.1. If the Temporary Supply Teacher is unable for any reason to work on an Assignment, he/she shall inform both the Client and Smile Education Limited as soon as possible and no later than 7:30 a.m. on the first day of absence to enable alternative arrangements to be made.

7. Undertakings

7.1. The Temporary Supply Teacher undertakes to perform all Assignments to the best of his/her ability, confirms that all career information and details of professional and academic qualification supplied to Smile Education Limited are correct and undertakes to inform Smile Education Limited of any additional information that will affect any assignment.

7.2. If you have provided us with names of any person from whom we may seek a reference on your behalf, that such person is not a relative, unless you have otherwise informed us in writing.

7.3. The Temporary Supply Teacher confirms that he/ she has no previous criminal convictions and that he/she will advise, Smile Education Limited immediately of any subsequent convictions arising during the Assignment.

8. Confidentiality

8.1. The Temporary Supply Teacher will not at any time divulge to any person, nor use for his/her own or other person's benefit, any information in relation to the Clients or Smile Education Limited employees, business affairs, transactions or finances.

8.2. Upon termination of each Assignment (or at any time during the relevant Assignment on request), the Temporary Supply Teacher shall deliver to the Client or Smile Education Limited (as appropriate) all books, documents, papers, materials and other property in whatever form belonging to or relating to the business of the Client or Smile Education Limited (as appropriate) which may then be in his/her possession or under his/her control.



9. Restriction

9.1. The Working Time Regulations 1998 provide that the Temporary Supply Teacher shall not work on an assignment with the School in excess of the working week unless he/ she agrees in writing that this limit should not apply.

10. Termination

10.1. The Employment Business or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability. We will endeavour to notify the Temporary Worker/Supply Teacher with as much notice as possible should their assignment be terminated for any reason.

10.2. The Temporary Worker may terminate an Assignment at any time without prior notice or liability, however, we ask that as much notice is given as possible where the Temporary Worker/Supply Teacher is on a long-term pre-agreed assignment.

10.3. If the Temporary Worker does not inform the Client or the Employment Business [in accordance with clause 6.1] 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 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 6.1.

10.4. If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 10.1, 10.2 or 10.3 above the employment business will be entitled to terminate the contract in accordance with clause 10.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

10.5. 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.

11. Withdrawal of Consent

11.1. The Temporary Supply Teacher may end this agreement by giving Smile Education Limited one month's notice in writing.

11.2. For the avoidance of doubt, any notice bringing this agreement to an end shall not be construed as termination by the Temporary Supply Teacher of an assignment with a School.

11.3. Upon expiry of the notice period set out in clause 10.1 the working week limit shall apply with immediate effect.

11.4. If the Temporary Supply Teacher has withdrawn consent to work in excess of the working week then the Temporary Supply Teacher must inform the School when they commence an assignment.



12. Waiver

12.1 The failure by Smile Education Limited to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement. No variation or alterations of these terms shall be valid unless approved in writing by the Temporary Supply Teacher and a director of Smile Education Limited.

13. The Entire Agreement

13.1 This Agreement, together with the details agreed verbally or provided in any relevant Assignment Confirmation Letter, constitutes the entire and only legally binding agreement between the parties relating to each Assignment, and replaces any previous agreements or arrangements.

14. Validity

14.1 If any provision, clause or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by a judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.

15. Governing Law

15.1 This Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.