

**Teacher's Terms of Engagement with Dream Group Ltd
Trading as Dream Education**

1. Definitions

1.1 In these terms of Engagement the following Definitions apply: -

“Assignment” means the period during which the Teacher renders Services to the client;

“Client” means the person, firm or corporate body requiring the Services of the Teacher;

“Employment Business” means Dream Group Ltd;

“Teacher” means the temporary worker: _____

1.2 Unless the context otherwise requires, all references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these terms are for convenience and do not affect their interpretation.

2. The Contract

2.1 These Terms constitute a contract for services between the Employment Business and the Teacher and they govern all Assignments undertaken by the Teacher. However, no contract shall exist between the Employment Business and the Teacher between Assignments.

2.2 For the avoidance of doubt, these terms shall not give rise to a contract of employment between the Employment Business and the Teacher. The Teacher is employed by the Client, although the Employment Business (or its agent) is required to make statutory deductions from his remuneration in accordance with clause 4.1.

2.3 No variation or alteration of these Terms shall be valid unless approved by a Director of the Employment Business in writing.

3. Assignments

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Teacher as a teacher.

3.2 The Teacher acknowledges that the nature of the work means that there will be periods when no suitable work is available and agrees that suitability shall be determined solely by the Employment Business and that the Employment Business shall incur no liability to the Teacher should it fail to offer opportunities to work in the above category or in any other category.

4. Remuneration

4.1 The Employment Business, on behalf of the Client, shall pay or arrange payment by a third party to the Teacher of remuneration calculated at a minimum daily rate of £115 whether or not the Employment Business receives payment from the Client. [The actual rate will be notified on a per-Assignment basis, for each day, (or half day) worked during an Assignment

to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to section 134 of the Income and Corporation Taxes Act 1988 and any other deductions which the Employment Business (or its third party agent) may be required by law to make. The Teacher hereby agrees that the Employment Business may arrange for the remuneration referred to in this clause to be paid to the Teacher by a third party, [JSA Services Limited] or such other organisation as shall be agreed between the Employment Business and the Teacher from time to time.

- 4.2 In accordance with any statutory entitlement under the relevant legislation, the Teacher is entitled to receive rolled-up holiday pay from the Employment Business on behalf of the Client for holidays during the school year that the Teacher is required to take as specified by the Client. On the basis that the Teacher is entitled to 65 days paid leave per year, 21.45% of the rate of pay in clause 4.1 is an advance payment of rolled up holiday in respect of the Teacher's paid leave.
- 4.3 Subject to any statutory entitlements under the relevant legislation, and save as set out in this agreement, the Teacher is not entitled to receive payment from the Employment Business or the Client for time spent not on Assignment, whether in respect of holiday, illness or absence for any other reason unless otherwise agreed in writing.

5. Timesheets

- 5.1 At the end of each week of an Assignment the Teacher shall deliver to the Employment Business his timesheet duly completed to indicate the number of days worked by him during the preceding week and signed by an authorised representative of the Client. **Failure to submit a timesheet for days worked by 12 pm on the following Monday will delay payment for those days.**
- 5.2 For the avoidance of doubt and for the purposes of the Working Time Regulations 1998, the Teacher's working time shall only consist of those periods during which he is carrying out his activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Teacher's working time for these purposes.

6. Conduct of Assignments

- 6.1 The Teacher is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every Assignment and afterwards where appropriate, he will:
- 6.1.1 Co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation
- 6.1.2 Observe any relevant rules and regulations of the Client's establishment to which attention has been drawn or which the Teacher might reasonably be expected to ascertain
- 6.1.3 Unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment
- 6.1.4 Take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the Assignment and comply with the Health and Safety policies of the Client.
- 6.1.5 Not engage in any conduct detrimental to the interests of the Client

- 6.1.6 Not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances
- 6.1.7 When on Assignment the Teacher agrees to adhere to the Employment Business' Code of Conduct and the Client's Employee/Staff Handbook. The Teacher's signature below signifies that the Code of Conduct has been read and understood.
- 6.2 If the Teacher is unable to attend work during the course of the assignment he should inform **the Client and the Employment Agency** one hour before the time he is due to begin work for the Client.
- 7. Termination**
- 7.1 The Teacher may terminate the Assignment by providing the Employment Business with the following written notice:
 - 7.1.1 31 October for a 31 December Termination
 - 7.1.2 28 February for a 31 March Termination
 - 7.1.3 31 May for a 21 July Termination

8. Temporary to Permanent

- 8.1 If during the course of an Assignment or within six months after the end of an assignment the Client wishes to employ a Teacher direct, the Teacher acknowledges that the Employment Business will be entitled to charge the Client an introduction fee and that any additional services and benefits accorded to the Teacher cease.

9. Warranty

- 9.1 The Teacher hereby warrants that the information he has provided to the Employment Business, including but not limited to: his application form, registration form, curriculum vitae, qualifications, references, identity documents and certificates, are genuine, true, accurate and complete.

Signed by the Teacher

Print name:

Signature:

Date:

Signed by a Dream Education representative

Print name:

Signature:

Date: