

DREAM EDUCATION TERMS & CONDITIONS OF BUSINESS FOR A CONTRACT TEACHER

Employment Business / Agency / Client Definitions

“The Employment Business or Employment Agency” means Dream Group Ltd / Dream Education.

Dream Group Ltd / Dream Education functions both as an Employment Business and as an Employment Agency.

An Employment Business whilst supplying Contract Teachers for a fixed period of time at an agreed daily rate.

An Employment Agency whilst supplying Contract Teachers who sign a contract direct with the school and for which we charge a recruitment fee.

The “Client” means the person or organisation engaging the services of the Contract Teacher.

“Contract Teacher” means the individual, who has confirmed their willingness to work in the specified position, introduced to the clients by the employment business / agency.

Where Contract teachers are employed via Dream as an Employment Business they are engaged under a contract for services.

The “Assignment” means the period during which the Contract Teacher is engaged by the Client to render services.

The Terms of Business

1. These Terms and Conditions are deemed to be accepted by the client by virtue of an interview or the engagement by the Client of a Contract Teacher, introduced by Dream Education.
2. Dream Education undertakes to match Contract Teachers to the subject and age specialism as closely as possible to the Clients’ requests. The Client has responsibility for satisfying themselves as to the Contract Teachers’ individual suitability to the specific post being filled.
3. Dream Education engages the Teacher supplied to the Client under a contract for services.
4. Dream Education undertake to check and verify original documentation on all Teachers supplied to the Client. Checks will include: Qualifications, Teaching qualification, Identity, Health Check, Country of origin Police check, List 99, Enhanced CRB, Work History & References. Where any checks are incomplete Dream undertake to advise the client prior to the commencement of work.
5. The Client agrees to pay the current daily charge rate £ + VAT. The Client agrees to verify and sign Dream Education timesheets. This constitutes acceptance that the Contract Teacher has worked satisfactorily for the hours indicated on the timesheet. Failure to sign the timesheet does not alter the Client’s liability to pay for the hours worked. Details of the charges are available on application.
6. In the event of the client wishing to engage the services of a Contract Teacher or former Contract Teacher introduced by Dream Education, the client agrees to inform Dream Education of any impending status or contractual changes, at least six weeks prior to implementing any changes.

7. All negotiations, queries regarding an assignment, including payment, or offer of employment must only be undertaken with Dream Education and not the Contract Teacher.
8. Should a client wish to offer a Dream teacher a permanent or temporary school/local education authority contract, a 20% introduction fee of the Contract Teacher's annual salary is applicable, where no annual salary is determined fees will be based on an assumed salary of Point 3 (+VAT) on the current teachers Pay Scale. In exceptional circumstances Dream Education will refund 50% of the introduction fee within the first 10 working days to the Client in the event of the subsequent termination of such engagement.
9. Should the client not wish to pay an Introduction fee they may elect, subject to 20 weeks prior written notice, to extend the period of hire of the Contract Teacher by 20 weeks during which the Client will pay the current daily rate for each day the Contract Teacher works.
10. Charges which largely represent remuneration paid are invoiced monthly and are payable within fourteen (14) days of Dream Education Teachers' invoice.
11. Whilst on an assignment the contract teacher will comply with any such local working conditions as would generally be considered reasonable. Any difficulty with such matters, or any others, should be brought to the immediate attention of Dream Education. The Client will in all respects comply with all statutes, by law, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff.
12. The Client has a responsibility to ensure that any Contract teacher works in a safe working environment. It is the duty of the Client to issue Health and Safety documentation relevant to the workplace and the client should ask the Dream Contract Teacher to sign to verify they have received a current copy of the school's Health and Safety documentation.
13. Contract Teachers undertaking an assignment arranged by Dream Education are only permitted to complete that assignment under Dream Education's terms of business. Should the Contract Teacher continue that assignment via a third party, on a daily supply basis or on a direct school contract an introduction fee of 20% of the Contract Teachers annual salary will be applicable.
14. Where a Contract Teacher has been supplied by Dream Education and is subsequently engaged by the Client either;
 - A directly
 - B pursuant to being supplied by a third party

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 Contract Teacher worked on the Assignment
The Client shall be liable, to either an extended period of hire (20 working weeks) or a Transfer Fee calculated in accordance with 11.

Where a 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 Dream Education. Where there has been no supply fees will be based on an assumed salary of Point 3 (+VAT) on the current teachers Pay Scale.

15. Should it be deemed that a teacher assigned to a school is found to be unsuitable for whatever reason, the client will be reimbursed the full amount if it is reported to Dream Education before noon of the first day of employment.

16. If at any point the client finds the Contract Teacher unsuitable, the client has the right to terminate the agreement with immediate effect.
17. Any information relating to Dream Education must be treated as confidential and not disclosed to any third party.
18. No charge will be made in respect of the absence of a Contract Teacher due to sickness, unless separately agreed with the client in a signed "School & Teacher Agreement Document"
19. If the client has cause to complain about the services of a teacher, a Dream consultant or the Dream group, please follow the guidelines in the Dream Education Complaints Policy and Procedure.
20. Dream Education is regulated by the OISC (Office of the Immigration Services Commissioner) and may be audited. By signing these terms & conditions you are giving your consent for the OISC to audit any Work Permit submitted by Dream on your behalf.
21. No variation can be made to the terms without the written consent of the Director of Education.
22. The contract is governed by the Laws of England and Wales and subject to the exclusive jurisdiction of the English Courts

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.

Please fax a signed copy to 0845 078 0251 indicating your acceptance of the terms and conditions.

The above terms & conditions have been read and accepted by:

Signature:.....

(Name).....

(Position).....

on behalf of..... School.

Date



We are proud to confirm that Dream Education are now one of a select band of teaching recruitment agencies who have been vetted, assessed & approved by the Department for Education and Skills and awarded the official Quality Mark seal of approval. The Quality Mark sets high standards for agencies in the selection & vetting of supply teachers, training & development of supply teachers and working with schools. Schools and LEA's can now be assured that at Dream all of our policies and practices are recognised as being Government approved.