

Terms of Engagement (Permanent Recruitment Service)



Terms and conditions

Vision for Education/ABC Teachers/Smart Teachers (the 'Company') enter into the following agreement with the Candidate.

The Candidate's rights and responsibilities as well as those of the Company are detailed below. These govern the offer of work by the Company to the Candidate.

Candidate agreement

The Candidate agrees to consider all offers of work through the Company in good faith and acknowledges that upon commencement of a work assignment arranged by the Company, the Candidate will become the direct employee of a school. All payment of wages and benefits will be made directly to the Candidate by the school.

The Candidate agrees to abide by all policies and procedures set out by the school (the Candidate's place of employment) and accept responsibility for familiarising themselves with the school's policies and procedures. The Candidate agrees to abide by laws relating to child protection, vulnerable adults, workplace health and safety, data protection and equal opportunities.

The Candidate agrees to provide the Company with information that is factual and agrees to notify the Company if they are not capable of carrying out their full job responsibilities as set out by the school (the Candidate's place of employment).

The Candidate also agrees to notify the Company of any considerations that are required to carry out their duties in a safe, risk-free work environment.

The Candidate agrees to indemnify the Company (and all associated entities) against any "claim" asserted by persons, schools or organisations (and all associated entities) resulting from any "circumstance" which directly or indirectly arises out of the Candidate's work performance.*

The Candidate agrees to inform the Company if they are offered and accept work at a school within 6 months of first being introduced by the Company or within 6 months of finishing a work assignment through the Company.

Our agreement

The Company is committed to introducing the Candidate to schools which have requested an education professional with skills and experience that closely match the Candidate's own. Although we supply staff who are suitably skilled, reliable and trustworthy, not everyone is suited to every school. The Company will not accept liability for any education professional's underperformance, misconduct, negligence or dishonesty.

The Company will provide the Candidate with appropriate information about employment conditions at a school upon agreeing to work there. Although the Company make every effort to supply accurate information, we accept no liability for inaccuracies or omissions of information. All information is given in good faith.

Regulations

The Company actively encourage the Candidate to abide by and enforce equal opportunity regulations and legislation in their place of employment. The Candidate agrees to notify the Company if they are subject to/in process/pending any disciplinary actions or investigations (formal or informal) by a school, social services, the TRA, the police or any other body within 3 months of commencing the placement.

Discretion

During the Candidate's association with the Company, the Candidate may become aware of information owned or controlled by the Company and not available in the public domain. Such

confidential information includes details about school staffing requirements, the Company's internal operating practices, company manuals and documentation. The Candidate agrees not to divulge any such information to third parties including competitors of the Company.

Finishing

If a school terminates the Candidate's employment within 3 months of commencing the placement for any reason, the Candidate agrees to inform the Company immediately. The Candidate acknowledges that the Company has no liability to them in the event of termination and cannot control the duration of any work assignment. The Company can only provide an estimate based on the employer's instructions.

The Company reserves the right to contact the Candidate nearing completion of a work assignment to offer subsequent job opportunities.

Data protection

The Candidate acknowledges that the Company is bound by the Data Protection Act 1998 and General Data Protection (GDPR) regulations. We have developed an internal Data Retention and Policy and Privacy Policy, to explain how we collect, use and handle personal information. The Candidate agrees to abide by these policies.

The Company uses Tes Global's School Portal. The Candidate hereby accept that at times their application may be shared with a school via their Tes School Portal. The Tes School Portal is a secure, cloud-based platform, which is accessed solely by the school. As with all applications, the Candidate's personal contact details are withheld, and will only be shared with a school should the Candidate be offered employment by the school and the Candidate confirms that their contact details can be shared for the purpose of creating a contract and employing them as a staff member at the school.

Assurance

The Candidate hereby release, discharge and indemnify the Company for any loss or damage suffered arising from their work performance at a school, any acts or omissions by the Candidate, including loss, damage or injury caused by negligence or deliberate acts during their work performance at a school, any acts or omissions of the school or its employees that may contravene the provisions of any equal opportunity legislation or regulation, any injury or death (personal or to other persons) arising from or related to their work performance at a school.

Termination

This agreement may be terminated by the Candidate or the Company by giving 7 days written notice to that effect.

Signed:

Full name:

Date:

*"Claim" includes any complaint, action, suit, proceeding, demand, verdict, and judgment, debt due, cost or expense. "Circumstance" mean injury (including sickness or ailment) or death, loss, damage or destruction (not including normal wear and tear) to any property.