



Associate Terms & Conditions

These terms and conditions govern the membership of the Herts Resourcing Group database and apply to any work that you contract to carry out with Herts Resourcing Group acting as an employment business.

They also explain the basis on which Herts Resourcing Group may act as an employment agency to introduce you to third parties with a view to them offering you work opportunities.

1. Your status

It is a condition of membership that you agree that you will undertake any assignments for Herts Resourcing Group as a **Temporary Worker** and not as an employee of Herts Resourcing Group or the College at which the assignment is carried out. In other words, assignments will be carried out under contracts for services, not contracts of service. For the avoidance of doubt, no contract shall exist between the Herts Resourcing Group and you between assignments.

2. Preconditions

To be eligible to carry out any assignments you must satisfy on an ongoing basis all legal requirements imposed by the government including:

- a) providing satisfactory proof that you have the right to work in the UK;
- b) providing satisfactory evidence of your identity and;
- c) are in possession of a valid Disclosure certificate issued by the Disclosure and Barring Service/Disclosure Scotland and;
- d) are not barred from working with children and vulnerable people and;
- e) are compliant with all requirements for teaching qualifications and CPD.

If you are offered an assignment through Herts Resourcing Group that requires a recognised teaching qualification and you do not currently hold one, it is a condition that you enrol on a recognised teaching qualification within 6 weeks of being offered the assignment and Herts Resourcing Group will require proof of this. During your induction, you will be given details of relevant courses available through Herts Regional College, although you may obtain these qualifications through any recognised provider.

If you fail to satisfy any of these requirements on a continuing basis Herts Resourcing Group will not be able to offer or continue any assignments and may therefore remove you from the database.

Please note that while Herts Resourcing Group makes no charge to you for administering the Right to Work and Disclosure processes, any fees that government bodies charge will be at cost to yourself, i.e. £44.00 for the cost of an Enhanced DBS check.

3. No guarantee of work

Acting as an Employment Business in accordance with The Conduct of Employment Agencies and Employment Businesses Regulations 2003, Herts Resourcing Group will attempt to find suitable assignments for all database members providing tuition and delivering courses and associated services, however, there is no obligation on it to do so. Equally, there is no obligation upon you to accept all or any of the assignments offered.

You acknowledge that the nature of temporary work means that there may be periods when no suitable work is available. You agree that suitability of an assignment shall be determined solely by Herts Resourcing Group.

4. Completion of assignments

Herts Resourcing Group expects that as a professional educator you will only accept assignments that you intend to complete. Failure to do so will release Herts Resourcing Group from any obligation to pay the fee for any part of the assignment that has not been delivered and or Herts Resourcing Group will be entitled to recover from you or from any monies held on your behalf the costs of providing a substitute for the assignment or any part thereof.

5. Fees

Herts Resourcing Group will agree to pay you a fee which will be expressed as an hourly rate in any assignment offer. Hourly rates will vary depending on the type of work and the college at which it is performed, but the minimum hourly rate will not be less than the National Minimum Wage in force at the relevant time.

The total gross fee for the assignment can be calculated by multiplying the total number of hours shown in the assignment offer by this hourly rate. All fees are inclusive of VAT, if applicable. You are free to decide whether or not to accept assignments at the fee offered.

Unless otherwise stated the hourly rate quoted when you are offered an assignment includes all payment for preparation and marking as well as contact time with students. The total no of hours shown in the assignment offer is a number of hrs of contact time for the assignment. If you are required to attend any meetings as part of the assignment this will be paid at a different hourly rate. This will be notified at the time that the assignment is offered. Written details of these and any other special contract terms will be given to you before the assignment is undertaken. We are not obliged to pay for work that you do which is outside the scope of the assignment we agree with you; therefore, you should not carry out any additional work without first speaking to Herts Resourcing Group.

Fees will be paid on the last day of the month following the month when an assignment began and on the last day of each subsequent month during the assignment. Fee payments will be for the hours taught in the preceding month. All fees will be subject to deductions for tax and National Insurance. You will be sent a fee note detailing how your net fee has been calculated.

Payment is by BACS (Bankers Automated Credit System), which means that your nominated account will be credited directly from our bank account. You should be aware that if you nominate a building society account, the payment might not be credited until a day or two later. No alternative payment methods such as cash or cheque payment will be offered.

If an assignment is not completed or is terminated before it has been completed, the total gross fee will be reduced pro rata to reflect the proportion of teaching hours completed on the date termination takes place. Payment will be made only for hours that have been completed as previously agreed in the assignment offer and in accordance with these terms and conditions.

If it is established that an overpayment has occurred in a previous payment as a result of Associate, college or Herts Resourcing Group error, then the overpaid amount will be recovered in the next available payment(s). Should you have no ongoing assignments Herts Resourcing Group may require you pay back the appropriate amount adjusted for

tax and national insurance allowances by BACS, cheque or cash immediately. You agreed to do so if required.

Herts Resourcing Group will only pay fees for work carried out in accordance with an assignment specification offered by Herts Resourcing Group or by a college using the 'Express' Booking process subsequently confirmed by Herts Resourcing Group and accepted by you. Herts Resourcing Group will pay fees due for such work whether or not Herts Resourcing Group is paid by the client.

A college manager using the 'Express' booking process may discuss the assignment content, dates and times with you. Herts Resourcing Group will send you a written assignment offer which specifies the fee rate. The fee rate is set by Herts Resourcing Group and is non-negotiable. You must not negotiate directly with the college.

Herts Resourcing Group reserves the right to withhold final fee payments on termination of an assignment for any reason if you fail to return property belonging to students or colleges including but not limited to coursework, college teaching materials and attendance registers.

6. Payments under the Working Time Regulations 1998 (as amended)

These regulations apply to workers including self-employed agency workers like Herts Resourcing Group Associates. Full time workers are entitled to 28 days of paid holiday pay per annum. Part time workers are entitled to paid holidays on a pro rata basis.

To ensure quality and consistency of service to Herts Resourcing Group's clients you are not permitted to take time off on the days/hours that you have agreed as part of this assignment. Herts Resourcing Group requires that holiday that has accrued during the course of any assignment is taken in the working days immediately following the completion of the final day within your assignment. For these purposes 'working days' will be taken to be Monday to Friday inclusive, or part thereof. To meet the requirements of courses Herts Resourcing Group requires that you postpone your paid time off until the assignment is completed or terminated, if earlier.

For the purposes of the Working Time Regulations (WTR), the 'holiday year' will commence on the first day that you work under each new assignment. Payments of holiday pay will be made to coincide with periods of rest (terminated i.e. Christmas Break, Easter Holidays and the End of the Academic Year or when an assignment comes to an end). Holiday pay is calculated based on the statutory entitlement of 28 days and is calculated on a pro-rata basis for the time worked. Holiday pay accrued during an assignment will be paid in full along with any final fees that are due (in accordance with paragraph 5). Holiday pay will be itemised separately on the pay advice.

For assessors who are contracted for a fixed fee per candidate payable in stages, the fee offered is based on a reasonable assessment of the average assessor input required per candidate based on funding guidelines. An element of pro-rata holiday pay is also included in the per-candidate rate which is calculated on the same basis as for hourly paid work. Since not all candidates will complete a course and they will have different rates of progress, holiday pay is made on the completion of each assessment stage and is itemised separately on the pay advice.

Holiday pay is subject to the normal PAYE and National Insurance deductions.

7. Pension

Herts Resourcing Group operates a pension which meets the requirements set under Automatic Enrolment legislation.

From 6th April 2019 the contributions are shown below:

Worker minimum contribution	HRG contribution	Total minimum contribution
4%	4%	8% - matched contribution of up to 6%. There is no cap for the worker.

Full details are available from the Herts Resourcing Group and are issued at the start of your first assignment.

8. Statutory Payments

As a worker paid under PAYE conditions and liable to Class 1 National Insurance Contributions, you may be entitled to Statutory Payments to cover lost earnings as a result of illness or parental absence. This includes Statutory Sick Pay (SSP), Statutory Maternity Pay (SMP), Statutory Paternity Pay (SPP) and Statutory Adoption Pay (SAP). Any such payment is subject to the qualifying criteria stipulated by HM Revenue and Customs. Should you as a temporary worker wish to claim any of the aforementioned Statutory Payments, you should contact your HRG representative who, upon receipt of any required medical evidence, will investigate eligibility and arrange payment if entitled.

9. Expenses

Expenses will only be paid where this has been specified in the details of a particular assignment.

10. Record keeping

It is of primary importance you keep proper accurate records of all assignments carried out. Where the assignment requires that records of student attendance are kept, or where you are involved in student assessment, you must make these records available to Herts Resourcing Group or the college if so required.

11. Timesheets and reports

In order to ensure timely payment of fees, you must comply with the college's procedure for confirming the hours worked on each assignment.

At the end of each month Herts Resourcing Group will request the college to validate a summary of the time you were contracted to work. Failure to comply with college procedures may lead to delays in the payment of fees. Repeated failures to amend inaccuracies on reconciliation forms may also delay payment of fees.

Falsification of information will lead to removal from the database and Herts Resourcing Group reserves the right to pursue all further legal remedies available against you.

You must comply with any time recording system operated by an individual college in which you are carrying out any assignment.

12. Change of personal details

You must inform Herts Resourcing Group immediately of any changes in your professional or personal circumstances including any changes in addresses or telephone number or in your eligibility to undertake the type of working envisaged under this document.

If you fail to do this or fail to inform Herts Resourcing Group that any information contained in the application has changed, you may have your name removed from the Herts Resourcing Group database.

For system security reasons Herts Resourcing Group is not able to amend personal records (bank details, address, etc) once billing has closed on the 10th of any given month. Any amendments required must be provided to Herts Resourcing Group with any evidence required no later than 1200 hrs on the 6th working day of the month to be effective for that month's fee payments.

Periodically, Herts Resourcing Group will send you a form asking you to confirm that the details held on the database are correct.

If you wish your details to be removed from the database, you should notify Herts Resourcing Group in writing.

13. Notice

On occasions Herts Resourcing Group may have to terminate an assignment before it is completed with little or no notice and it reserves the right to do so but will always endeavour to give as much notice as is practicable. If an assignment is terminated before it has been completed Herts Resourcing Group is released from any obligation to pay any sum relating to the period after the termination takes effect.

14. Removal of name from database and maintenance of database

The following is a non-exhaustive list of types of conduct, which will entitle Herts Resourcing Group to remove your details from the database and terminate forthwith any assignments on which you may then be engaged:

- Any form of dishonesty or failure to disclose relevant information
- Falsifying timesheets, reports or other forms or returns to Herts Resourcing Group or colleges
- Failure to teach agreed classes or lectures
- Failure to meet required quality standards
- Abusive or unprofessional conduct
- Failure to meet any of the preconditions set out in paragraph 2
- Repeated failure to notify Herts Resourcing Group of changes to personal / professional circumstances

Herts Resourcing Group reserves the right to remove your details from our database if information disclosed on your DBS disclosure certificate means that there is no reasonable prospect of any college accepting you for work in their establishment, although we will always discuss this with you first.

Details of Associates who have not carried out any assignments for a period of 24 months or more and whom Herts Resourcing Group is unable to contact to confirm their continuing interest in being offered work may be removed from the database.

15. Reliability

Reliability is of primary importance. You must ensure that you arrive on time to carry out your assignment professionally and that any ancillary work within the terms of the assignment is completed by the agreed deadline.

16. Obligation to notify college and Herts Resourcing Group if not able to attend your place of assignment

To ensure quality provision for students you should not accept an assignment unless you are available to deliver all the hours required. If in exceptional circumstances you are unable to deliver any part of an assignment you must give Herts Resourcing Group and the relevant college as much notice as possible and in any event must notify Herts Resourcing Group and the college by, at the latest, 8.30am on the relevant day.

If you cannot carry out part or all of an assignment Herts Resourcing Group reserves the right to engage a replacement. Herts Resourcing Group may terminate the assignment if it is deemed that you are likely to be unable to meet your obligations under an assignment to the satisfaction of the college whether through sickness or any other absence.

17. Copyright and confidentiality

You will normally retain the copyright of any materials you produce to fulfil assignments. Any materials you use within an assignment which have been prepared by you will remain under your own control.

Where an assignment specifically requires the production of materials for use by a college, e.g. preparation of a new course, copyright in those materials will belong to the college commissioning the work. These materials must not be used in any way without the prior written permission of the commissioning college.

In the course of an assignment you may acquire confidential information relating to the college and its students. You are required to keep this information confidential and not to disclose it except in the proper performance of your duties under the assignment. This obligation will continue after the termination of the assignment and after you have ceased to be a member of HRG database. Where the work you are carrying out is particularly sensitive you may be asked to sign an additional confidentiality contract with Herts Resourcing Group before commencing the assignment.

18. Other work

Subject to the terms set out above you are free to accept any employment or work on a self-employed basis, including with colleges of further education or other educational institutions.

19. Quality control

The further education sector is subject to government quality standards and inspections which cover services provided by temporary workers. Accordingly, from time to time Associates may be subject to internal and external quality inspections and it is a requirement that you co-operate fully with college requests for information necessary for these purposes. Herts Resourcing Group will liaise with colleges on quality issues and may from time to time undertake its own quality audits.

You must adhere to all relevant policies and procedures of the organisation in which you undertake assignments including but not limited to health and safety and child protection policies.

Associates are required to provide evidence of their qualifications to a Herts Resourcing Group member of staff on joining the database and on any subsequent occasion if requested.

20. Problems and complaints

If you experience a problem at the college where you are undertaking an assignment you must refer the matter to your Herts Resourcing Group representative who will take up the matter with the college. You must not raise matters directly with the college or any member of the college staff or any student of the college.

If a college raises a complaint about you, Herts Resourcing Group will conduct appropriate investigations and provide you with any feedback.

You are required to adhere to the highest standards of integrity, including but not limited to adherence to Herts Resourcing Group's Anti Bribery Policy. If you become aware of any instances of improper conduct by others during performance of an assignment you should report them to Herts Resourcing Group immediately.

21. Insurance

Because you are self-employed, you may not be fully insured against personal accident and professional negligence when working. In view of this you are advised of the following:

Motor insurance

If you use your own vehicle during work, you should ensure that your policy covers you for business use. If work at a college involves you in driving any college vehicle, it is your responsibility to ensure that the college's insurance policy covers you. Normally a college's insurance policy covers only its employees and would not extend to Herts Resourcing Group and you.

Professional Indemnity Insurance

Herts Resourcing Group has professional indemnity insurance in place which provides coverage for Herts Resourcing Group's vicarious liability arising out of certain acts of those persons supplied by Herts Resourcing Group (£2,000,000 of cover for any one claim, subject to the policy terms and conditions and to insurers accepting the claim).

Herts Resourcing Group requires all Associates to have adequate professional indemnity insurance providing a minimum of £2,000,000 of cover. Unless Herts Resourcing Group specifies otherwise, this insurance has been put in place for you at Herts Resourcing Group's expense. Herts Resourcing Group may require you to take out your own insurance at your own expense at any time on giving you notice.

Please note that if we discover that you do not have adequate insurance in force at any time, we will cancel any existing assignments and will be unable to offer any further assignments unless and until you provide proof of adequate cover.

Personal Accident and Illness Insurance

You are advised to insure yourself against injuries or illnesses that might render you incapable of working.

22. Termination

The Herts Resourcing Group, the College or you may terminate the assignment at any time without prior notice or liability.

You acknowledge that the continuation of an assignment is subject to and dependent on the continuation of the agreement entered into between the Herts Resourcing Group and the College. If that agreement is terminated for any reason, the assignment shall cease with immediate effect without liability to you, except for payment for work carried out up to the date of termination of the assignment.

23. Data Protection

As part of your assignment you are required to act in accordance with data protection principles as set out under the Data Protection Act 2018 and must therefore ensure that any personal information is kept safe, secure and is used only for its intended purpose. Please ensure that any concerns regarding data protection are raised promptly with the department manager.

Herts Resourcing Group complies with General Data Protection Regulations which came into effect on 25th May 2018. Our Privacy Policy, which details how we protect your personal data, is available on our website and will be provided to candidates on registration. If you have any queries on data protection, please contact us on data@hertsrg.co.uk.

24. Herts Resourcing Group Employment Agency Terms

From time to time Herts Resourcing Group may become aware of work opportunities for teaching and learning support in FE that are available through a third party on an exclusive basis. In those circumstances Herts Resourcing Group may with your consent provide your personal details to that third party with a view to your joining their labour pool so that you can be considered for work opportunities with the third party that may arise from time to time.

In circumstances where Herts Resourcing Group makes such an introduction it will be acting as an employment agency under the Conduct of Employment Agencies and Employment Businesses Regulations 2003. Herts Resourcing Group's role will simply be to make the introduction; any work subsequently offered by the third party will be carried out on terms that you must agree directly with that third party. Herts Resourcing Group will have no power to conclude any contract on your behalf, nor will Herts Resourcing Group act as your agent in collecting any money that may be due to you in relation to services performed for the other employment business. Herts Resourcing Group will not charge you a fee for making introductions on this basis.

Herts Resourcing Group is not under any obligation to make such introductions and may cease to look for such opportunities on your behalf at any time without notice. You are not obligated to agree to any introductions being made. If you do not wish to be considered for such introductions you can let us know in writing at any time and your details will be updated; this will not affect your chances of being offered work by Herts Resourcing Group on the terms set out in paragraphs 1 to 20 above.