

These terms and conditions will apply to any work that you contract with Examination and Assessment Services Ltd., ("EASL"), trading as Protocol Assessment Services to carry out as an Associate Assessor providing examination services on behalf of EASL to EASL's clients, who are colleges of further education.

1. SELF-EMPLOYED STATUS

It is a condition of contract that you agree that you will undertake any assignments for EASL as a self-employed contractor and not as an employee of EASL or the College to which EASL is providing examination services. In other words assignments will be carried out under contracts for services, not contracts of service.

2. PRECONDITIONS

EASL sources suitable assessors from one or more databases maintained by third parties who are contracted to provide database recruitment, vetting and maintenance services to EASL ("Database Managers"). To be eligible to carry out any assignments you must first have registered with a Database Manager and have satisfied and continue to satisfy on an ongoing basis the conditions of membership of the Database Manager's database, including but not limited to all legal requirements imposed by the government such as providing satisfactory proof that you have the right to work in the UK; registration with the Independent Safeguarding Authority and/or possession of a valid Disclosure certificate issued by the Criminal Records Bureau/Disclosure Scotland as applicable; compliance with all requirements for you to hold or be working towards recognised assessor qualifications and CPD relevant to work as an assessor.

3. NO GUARANTEE OF WORK

EASL will attempt to offer you suitable assignments providing examination services for NVQ and other work-based qualifications. There is no obligation on EASL to provide you with work. Equally, there is no obligation upon you to accept all or any of the assignments offered.

4. ASSIGNMENTS

If you accept an assignment as an Associate Assessor you will be required to take responsibility for the assessment of your assigned portfolio of candidates, including initial assessment of suitability and registration, agreement of candidate assessment plans, explanation to candidates of the assessment process, observing and assessing candidate performance in the workplace and completion of all assessment documentation in accordance with guidance issued by the relevant awarding body and (if applicable) the College. You will also be required to liaise with the internal and external award verifiers to ensure that consistent award standards are met.

Subject to candidate drop out and the further conditions below Protocol expects that as a professional you will only accept assignments you intend to complete and that you will complete any you accept to the standard expected of a competent assessor. Failure to do so will release EASL from any obligation to pay the assignment fee and EASL 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

When offering you an assessor assignment EASL will agree to pay you either a fixed fee which will be expressed as a total fee per candidate payable in stages **or** an hourly rate with an indicative number of hours per candidate. The total fee per candidate/indicative hours are determined by reference to the funding level and guidance on assessor hours required to complete an assessment.

Although fees per candidate will vary the rate offered per hour (calculated by reference to the estimate of hours when the assignment is for a fixed fee) will not be less than the National Minimum Wage in force at the relevant time.

You are free to decide whether or not to accept assignments at the fee offered. The fixed fee or hourly rate quoted when you are offered an assignment is inclusive of all work required to assess a qualification including (but not limited to) registration, making visits to observe candidates and writing up assessments.

Stage payment assignments

Fees will be paid in stages typically reflecting the funding regime although the number of stages may vary significantly from assignment to assignment. The number of stages and the proportion of the total fee per candidate payable at each stage will

be confirmed in the assignment offer. If for any reason you spend longer than average assessing a particular candidate through to qualification no adjustment will be made to the fee, but equally no adjustment will be made if it requires less hours' work than average to get any candidate to qualification. Fees will be payable per candidate reaching the relevant stage on the 28th day of the month following the month when the completed stage has been verified by the client college's internal and/or external verifiers. Stage payments also include an element for holiday pay as further detailed in paragraph 6 below. Payment will only be made for satisfactorily completed stages. If a stage is not completed or does not pass the verification process, or if any assignment is terminated before it has been completed EASL will not be liable for payment in respect of any incomplete stage.

Hourly paid assignments

When you are offered an hourly paid assignment you will be given an indication of the number of hours per candidate expected to complete an assessment but payment will be made against actual hours spent, which must be recorded on a worksheet and validated by the college. Payment will only be made for hours worked. If you expect a variance in excess of 10% of the aggregate of the expected hours per candidate being assessed you must raise this with EASL as soon as this becomes apparent and await confirmation from EASL before incurring cost overruns in excess of 10% of the total indicated value of the assignment. If any assignment is terminated before it has been completed EASL will only pay for hours completed prior to termination and will not be liable for payment in respect of the balance of the indicative hours agreed for the assignment.

All fees will be subject to any deductions required by law or regulation. 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 it is established that an overpayment has occurred in a previous payment as a result of Associate Assessor, college or EASL error, then the overpaid amount will be recovered in the next available payment(s). Should you have no ongoing assignments EASL may request you pay back the appropriate amount by cheque or cash immediately.

EASL will only pay fees for work carried out to a satisfactory standard in accordance with an assignment specification offered by EASL. In the event that EASL is notified by its client that work has not been carried out to the required standard of the relevant examining body, EASL will not pay you for that work.

EASL reserves the right to withhold final fee payments on completion or termination of an assignment for any reason if you fail to return property belonging to candidates or colleges including but not limited to work portfolios

6. PAYMENTS UNDER THE WORKING TIME REGULATIONS 1998 (AS AMENDED)

These regulations apply to workers including self-employed workers like EASL Associate Assessors. From 1 April 2009 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.

Stage payment assignments

As detailed in paragraph 5 above, Associate Assessors stage payment assignments are remunerated by a fixed fee per candidate by reference to a reasonable assessment of the average assessor input required per candidate, based on funding guidelines. An element of pro rata holiday pay is built in to the total fee per candidate offered, calculated as 12.07% of the guidance on expected assessor hours per candidate. As not all candidates will complete a course and they will have different rates of progress, a pro rata element of holiday pay is paid on the completion of each stage of the assignment and is itemised separately on the pay statement.

Hourly paid assignments

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, i.e. when an assignment has terminated. Holiday pay is calculated as 12.07% of the total fees for the assignment. Holiday pay accrued during an assignment will be paid in full along with the final fees due in accordance with paragraph 5 above and will be itemised separately on the pay statement. Holiday Pay is subject to any deductions required by law or regulation.

7. EXPENSES

Expenses will only be paid where this has been specified in the details of a particular assignment, subject to submission of completed claims forms and all receipts and supporting documentation.

8. ASSIGNMENT RECORDS

Qualifications cannot be awarded and colleges cannot draw down the associated funding if assessment records are incomplete, inaccurate or missing. It is therefore of fundamental importance that you keep proper accurate records of all assignments carried out including but not limited to the documentation required to verify awards. You must ensure that these records are stored securely at all times and deliver them to EASL or the client college whenever requested on reasonable notice.

Loss of candidate or college records or refusal to deliver documentation to EASL or the college may result in all or part of your assignment fees being withheld.

9. VERIFICATION OF PAYMENTS DUE

In order to ensure timely payment of fees, you must comply with the college's procedure for confirming the hours worked on hourly paid assignments or for verification of completed units for stage payment contracts, as applicable.

Failure to comply with college procedures may lead to delays in the payment of fees.

10. CHANGE OF PERSONAL DETAILS

EASL relies on the Database Manager(s) to supply it with details of suitable assessors and it is your responsibility to inform the Database Manager of any changes in your availability for assignments or in your professional or personal circumstances including any changes in address or telephone number. If you fail to do this you may miss out on opportunities for work with EASL.

If your bank account details for payment of fee change you must notify the Payroll Department by no later than the 16th of the month (or working day before) in order for the changes to be effective for the next fee payment date.

11. TERMINATION

On occasions EASL 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 EASL will only be liable to make payment in respect of hours worked or stages completed by each candidate (including delivery of all paperwork that you are required to prepare) as at the date of termination and EASL will be released from any obligation to pay any sum for the balance of the indicative hours specified under the assignment or for any wholly or partially incomplete stages. If for any reason either EASL or the Database Manager determines that it is appropriate to remove your details from the active sections of its database, EASL may in its absolute discretion terminate any existing assignments and will not consider you for any future assignments.

12. COLLEGE AND CANDIDATE WORKPLACE POLICIES

You must adhere to all relevant policies and procedures of the organisations in which you undertake assignments, whether this is college premises or the candidates' workplace. Such policies include but are not limited to health and safety policies.

13. SERVICE TO CANDIDATES

EASL recognises that workplace learning is flexible and this is a benefit to candidates. Associate Assessors are free to organise their working time and candidate contact time in any way that is mutually convenient to the candidate and the Assessor, provided always that the needs of the candidate take priority. If for any reason including but not limited to a period of prolonged ill health you are likely to be unable to deliver services at a pace that matches candidate progress you are required to inform EASL immediately and EASL reserves the right to terminate your assignment and engage a replacement.

14. COPYRIGHT AND CONFIDENTIALITY

All assessment documentation and other materials produced by you in the course of the assignment are the property of the candidates and/or the college or awarding body. You must respect the copyright in all materials, whether such right belongs to the awarding body, the college or the candidate and must not use any materials for any purpose other than the delivery of the assignment. In the course of an assignment you may acquire confidential information relating to the college, candidates and their employers. You are required to keep this information secure and confidential and to have due regard to the rights

of individual data subjects under the Data Protection Act 1998. You must not disclose personal data or any information that is confidential or commercially sensitive except in the proper performance of your obligations under the assignment. This obligation will continue after the termination of the assignment unless and until such information comes into the public domain otherwise than by your breach of your obligations under this paragraph 14. In relation to candidate and employer details that you will be provided with for the purposes of carrying out assignments, this information belongs to the college that has assembled the data and you are expressly prohibited from supplying this information to any other college, training provider or other competitor of the college that originally provided it to you. If you breach this obligation you may be subject to legal action for compensation for revenue lost by EASL.

15. OTHER WORK

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

16. QUALITY CONTROL

As an assessor it is essential that you cooperate fully with both college and third party verifiers and comply with any requirements of the awarding bodies to maintain the integrity of the qualifications awarded.

EASL will liaise with colleges on quality issues and may from time to time undertake its own quality audits.

17. PROBLEMS AND COMPLAINTS

If you experience any problems whilst visiting candidates or colleges you must refer the matter to EASL who will take up the matter with the college. Since your contract is with EASL you must not raise matters directly with the college or any member of the college staff or any candidate of the college or with the candidates' employers. If a college raises a complaint about you EASL will conduct appropriate investigations and provide you with any feedback.

18. INSURANCE

Because you are self-employed, you may not be fully insured against personal accident and professional negligence when working. In view of this your attention is drawn to 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 Protocol Assessment Services' Associate Assessors.

Professional Indemnity Insurance

Protocol Assessment Services has professional indemnity insurance in place which provides coverage for Protocol Assessment Services vicarious liability arising out of certain acts of those persons supplied by Protocol Assessment Services (£5,000,000 of cover for any one claim, subject to the policy terms and conditions and to insurers accepting the claim).

Personal Accident and Illness Insurance

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