



Recruiting Education in Yorkshire

Associate Terms & Conditions

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

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

1. Temporary Worker status

It is a condition of membership that you agree that you will undertake any assignments for White Rose Resourcing as a Temporary Worker and not as an employee of White Rose Resourcing 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 White Rose Resourcing 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 providing satisfactory proof that you have the right to work in the UK; possession of a valid Disclosure certificate issued by the Disclosure and Barring Service/Disclosure Scotland and are not barred from working with children and vulnerable people and compliance with all requirements for teaching qualifications and CPD. Registration with the Institute for Learning (IFL), although not mandatory, may be required for some contracts.

If you do not possess a recognised teaching qualification when you apply to join White Rose Resourcing's database it is a condition that you obtain a qualification or enrol on a course leading to an appropriate qualification within 6 weeks of joining the database and White Rose Resourcing will require proof that you have complied with this requirement.

If you fail to satisfy any of these requirements on a continuing basis White Rose Resourcing will not be able to offer or continue any assignments and may therefore remove you from the database. Please note that while White Rose Resourcing makes no charge to you for administering the Right to Work and Disclosure processes, any fees that government bodies charge are your personal responsibility.

3. No guarantee of work

Acting as an Employment Business in accordance with The Conduct of Employment Agencies and Employment Businesses Regulations 2003, White Rose Resourcing 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 White Rose Resourcing.

4. Completion of assignments

White Rose Resourcing expects that as a professional educator you will only accept assignments that you intend to complete. Failure to do so will release White Rose Resourcing from any obligation to pay the fee for any part of the assignment that has not been delivered and or White Rose Resourcing 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

White Rose Resourcing 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 preparation and marking as well as contact time with students. It may also include attendance at one meeting if required by that college. 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 White Rose Resourcing.

Fees will be paid on the 28th day of the month following the month when an assignment began and on the 28th 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 White Rose Resourcing error, then the overpaid amount will be recovered in the next available payment(s). Should you have no ongoing assignments White Rose Resourcing may request you pay back the appropriate amount adjusted for tax and national insurance allowances by cheque or cash immediately.

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

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

White Rose Resourcing 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 White Rose Resourcing 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 White Rose Resourcing's clients you are not permitted to take time off during the course of an assignment. White Rose Resourcing 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 session you are due to deliver under that assignment. For these purposes 'working days' will be taken to be Monday to Friday inclusive, or part thereof. To meet the requirements of courses White Rose Resourcing requires that Associates postpone their 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 (i.e. when an assignment has terminated). 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.

Any additional entitlement gained under the Agency Workers Regulations after the qualifying period is included in the hourly rate which may uplift the hourly rate where the comparator rate inclusive of holiday pay is in excess of what you are currently contracted for.

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. Expenses

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

8. 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 White Rose Resourcing or the college if so required.

9. 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 White Rose Resourcing 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 White Rose Resourcing 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.

10. Change of personal details

You must inform White Rose Resourcing immediately of any changes in your availability for assignments or in your professional or personal circumstances including any changes in addresses or telephone number.

If you fail to do this or fail to inform White Rose Resourcing that any information contained in the application form has changed, or if you are repeatedly unavailable for work because you do not keep White Rose Resourcing informed of changes of availability to complete assignments, you may have your name removed from the White Rose Resourcing database.

For system security reasons White Rose Resourcing is not able to amend personal records (bank details, address, etc) once billing has closed on the 16th of any given month. Any amendments required must be provided to White Rose Resourcing with any evidence required no later than 1200 hrs on the 14th working day of the month to be effective for that month's fee payments.

Periodically, White Rose Resourcing 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 White Rose Resourcing in writing.

11. Notice

On occasions White Rose Resourcing 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 White Rose Resourcing is released from any obligation to pay any sum relating to the period after the termination takes effect.

12. Removal of name from database and maintenance of database

The following is a non-exhaustive list of types of conduct, which will entitle White Rose Resourcing 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 White Rose Resourcing 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 White Rose Resourcing of availability or changes to personal / professional circumstances

White Rose Resourcing 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 White Rose Resourcing is unable to contact to confirm their continuing interest in being offered work may be removed from the database.

13. Reliability

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

14. Obligation to notify college and White Rose Resourcing if not able to attend classes

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 White Rose Resourcing and the relevant college as much notice as possible and in any event must notify White Rose Resourcing and the college by, at the latest, 8.30am on the relevant day.

If you cannot carry out part or all of an assignment White Rose Resourcing reserves the right to engage a replacement. White Rose Resourcing may terminate the assignment if 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.

15. 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. Where the work you are carrying out is particularly sensitive you may be asked to sign an additional confidentiality contract with White Rose Resourcing before commencing the assignment.

16. 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.

17. Quality control

The further education sector is subject to government quality standards and inspections which cover services provided by contract staff. 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. White Rose Resourcing 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 White Rose Resourcing member of staff on joining the database and on any subsequent occasion if requested.

18. Problems and complaints

If you experience a problem at the college where you are undertaking an assignment you must refer the matter to your White Rose Resourcing representative who will take up the matter with the college. Since your contract is with White Rose Resourcing 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 White Rose Resourcing will conduct appropriate investigations and provide you with any feedback.

Associates are required to adhere to the highest standards of integrity, including but not limited to adherence to White Rose Resourcing'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 White Rose Resourcing immediately.

19. 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 White Rose Resourcing's workers.

Professional Indemnity Insurance

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

White Rose Resourcing requires all Associates to have adequate professional indemnity insurance providing a minimum of £2,000,000 of cover. Unless White Rose Resourcing specifies otherwise, this insurance has been put in place for you at White Rose Resourcing's expense. White Rose Resourcing 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. If you are absent from work for any reason, you must notify the White Rose Resourcing Co-ordinator of the reason for your absence as soon as possible but no later than 09:00 on the first day of absence.

20. Termination

The White Rose Resourcing, the College or the Temporary Worker may terminate the Assignment at any time without prior notice or liability.

The Temporary Worker acknowledges that the continuation of an assignment is subject to and dependent on the continuation of the agreement entered into between the White Rose Resourcing and the College. If that agreement is terminated for any reason, the assignment shall cease with immediate effect without liability to the Temporary Worker, except for payment for work done up to the date of termination of the assignment. Unless exceptional circumstances apply, the Temporary Worker's failure to inform White Rose Resourcing or the College of their inability to attend work will be treated as termination of the Assignment by the Temporary Worker.

If the Temporary Worker is absent during the course of an Assignment and the Assignment has not otherwise been terminated, the White Rose Resourcing or the College will be entitled to terminate the assignment to which the Temporary Worker was assigned is no longer available.

21. Data Protection

White Rose Resourcing complies with the Data Protection Act 1998 and will process and store your personal data in accordance with the requirements of that Act. A copy of White Rose Resourcing's data protection policy can be obtained from the Data Controller at White Rose Resourcing's office.

To look for suitable work opportunities for you and to administer any assignments that you accept White Rose Resourcing needs to process the personal data that you provide in your initial application, together with any updates that you make to your online profile; the results of observations to assess the quality of your work on assignment; information

about your health and any disability you may suffer from; and details of your criminal record (DBS check).

If a potential work opportunity that fits your profile is identified White Rose Resourcing will share relevant personal details with the client, including any scores/ratings that you have received from previous assignments (whether for the same client or a different one). Health information relevant to consideration of reasonable adjustments or your ability to perform a role will only be shared with the client once they have confirmed that they wish to go ahead with a booking. If you have a clean DBS record then we will simply confirm to the client that we have carried out the required check. If anything is noted on your DBS certificate then we will provide a copy to the college once they have confirmed they want the booking to go ahead so that they can consider whether or not to proceed. The exception to this is if your DBS certificate shows a matter which would disqualify you from membership of White Rose Resourcing's database. If this happens White Rose Resourcing will inform the client that it is not able to contract you (and will terminate any assignments already begun). In this situation White Rose Resourcing will advise the client that the reason relates to your criminal record but will not supply particulars.

White Rose Resourcing works with a number of organisations that are engaged in the supply of staff for the education sector, including members of the Protocol group of companies and certain White Rose Resourcing or the Collegees owned by FE colleges (together referred to as "approved third parties"). Unless you opt out when completing your online profile White Rose Resourcing may make details regarding your qualifications and experience contained in your original application form or any later updates and records of assessment outcomes/grades in previous assignments available to one or more of these approved third parties. Any information shared in this way will be used solely for the purpose of considering whether there are other work opportunities that may be offered to you by one of these approved third parties.

If a live work opportunity is identified by one of the approved third parties, White Rose Resourcing will contact you to see if you are interested in pursuing it. If you are interested, all relevant personal details including details regarding reasonable adjustments for disability and ethnic origin (for client reporting purposes) and Disclosure information will be supplied to the relevant Group company or approved third party and your expression of interest in the work opportunity will constitute express consent to this data transfer. White Rose Resourcing only supplies personal data to approved third parties with your consent and requires that the approved third parties do not use your data for any purpose other than finding you additional work opportunities and carrying out administration associated with any such work opportunities.

Your acceptance of these terms and conditions signifies your consent to use of your personal data as described.

22. White Rose Resourcing Employment Agency Terms

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

White Rose Resourcing 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 White Rose Resourcing on the terms set out in paragraphs 1 to 20 above.