

ARENA EDUCATION TERMS & CONDITIONS OF BUSINESS FOR A CONTRACT TEACHER/TEACHING ASSISTANT
Employment Business / Agency / Client Definitions

“The Employment Business or Employment Agency”	means Arena Personnel Ltd trading as Arena Education
“The Employment Business or Employment Agency”.	Arena Education functions both as an Employment Business and as an Employment Agency.
An Employment Business	whilst supplying Contract Teachers/Assistants for a fixed period of time at an agreed daily rate.
An Employment Agency	whilst supplying Contract Teachers/Assistants who sign a contract direct with the school and for which we charge a recruitment fee
The “School”	means the person or organisation engaging the services of the Contract Teacher/Assistant.
“Contract Teacher”	means the individual, who has confirmed their willingness to work in the specified position, introduced to the Schools by the employment business / agency.
“Contract Assistant”	means the individual, who has confirmed their willingness to work in the specified position, introduced to the Schools by the employment business / agency.
The “Assignment”	means the period during which the Contract Teacher/Assistant is engaged by the School to render services.
Where Contract Teachers/Assistants are employed via Arena Education as an Employment Business	they are engaged under a contract for services.

The Terms of Business

1. These Terms and Conditions are deemed to be accepted by the school by virtue of an interview or the engagement by the School of a Contract Teacher/Assistant, introduced by Arena Education.
2. Arena Education undertakes to match Contract Teachers/Assistants to the subject and age specialism as closely as possible to the School’s requests. The School has responsibility for satisfying themselves as to the Contract Teacher’s/Assistant’s individual suitability to the specific post being filled.
3. Arena Education engages the Teacher/Assistant supplied to the School under a contract for services.
4. Arena Education undertake to check and verify original documentation on all Teachers/Assistants supplied to the School. Checks will include: Qualifications, Teaching Qualifications, Identity, Health Check, Country of Origin, Police Check, List 99, Enhanced DBS, Work History & References. Where any checks are incomplete, Arena Education undertakes to advise the School prior to the commencement of work.
5. The School agrees to pay the current daily charge rate £ + VAT. The School agrees to verify and authorise Arena Education timesheets. This constitutes acceptance that the Contract Teacher/Assistant has worked satisfactorily for the hours indicated on the timesheet. Failure to sign the timesheet does not alter the School’s liability to pay for the hours worked. Details of the charges are available on application.
6. In the event of the School wishing to engage the services of a Contract Teacher/Assistant or former Contract Teacher/Assistant introduced by Arena Education, the School agrees to inform Arena 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 Arena Education and not the Contract Teacher/Assistant.
8. Should a School wish to offer an Arena Teacher/Assistant a permanent or temporary school/local education

authority contract, a 20% introduction fee of the Contract Teacher's/Assistant's annual salary is applicable, where no annual salary is determined fees will be based on an assumed salary of Main Pay Scale 3 (+VAT) on the current teachers/assistants Pay Scale. In exceptional circumstances, Arena Education will refund 50% of the introduction fee within the first 10 working days to the School in the event of the subsequent termination of such engagement.

9. Should the school not wish to pay an Introduction fee they may elect, subject to 4 weeks prior written notice, to extend the period of hire of the Contract Teacher/Assistant by 12 term weeks during which the School will pay the current daily rate for each day the Contract Teacher/Assistant works.

10. Charges which largely represent remuneration paid are invoiced monthly and are payable within fourteen (14) days of Arena Education's invoice.

11. Whilst on an assignment the Contract Teacher/Assistant 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 Arena Education. The School will in all respects comply with all statutes, by law, codes of practice and legal requirements to which the School is ordinarily subject in respect of the School's own staff.

12. The School has a responsibility to ensure that any Contract Teacher/Assistant works in a safe working environment. It is the duty of the School to issue Health and Safety documentation relevant to the workplace and the client should ask the Arena Education Contract Teacher/Assistant to sign to verify they have received a current copy of the school's Health and Safety documentation.

13. Contract Teachers/Assistants undertaking an assignment arranged by Arena Education are only permitted to complete that assignment under Arena Education's terms of business. Should the Contract Teacher/Assistant 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/Assistants annual salary will be applicable.

14. Where a Contract Teacher/Assistant has been supplied by Arena Education and is subsequently engaged by the School either; A directly or 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/Assistant worked on the Assignment The School shall be liable, to either an extended period of hire (12 term working weeks) or a Transfer Fee calculated in accordance with clause 8. Where a school exercises the right to an extended period of hire this shall be on the same terms as the most recent period of supply by Arena Education. Where there has been no supply, fees will be based on an assumed salary of Main Pay Scale 3 (+VAT) on the current Teachers/Assistants Pay Scale as advised by the N.U.T.

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

16. If at any point the School finds the Contract Teacher/Assistant unsuitable, the School has the right to terminate the agreement with immediate effect.

17. Any information relating to Arena 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/Assistant due to sickness, unless separately agreed with the School in a signed "School & Teacher Agreement Document"

19. If the School has cause to complain about the services of a Teacher/Assistant, an Arena Consultant or the Arena Group, please follow the guidelines in the Arena Education Complaints Policy and Procedure.

20. Arena Education is regulated by the REC (Recruitment and Employment Confederation) and may be audited. By signing these terms & conditions you are giving your consent for the REC to Audit any work permits submitted by Arena Education on your behalf.

21. No variation can be made to the terms without the written consent of the Director of Arena 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 return a signed copy either by fax or email, 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