



Candidate Terms & Conditions

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

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



Independent contractor status

It is a condition of membership that you agree that you will undertake any assignments for Protocol as a self-employed contractor and not as an employee of Protocol 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.

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; have two satisfactory references returned; 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. Although no longer mandatory, most colleges require you to have a teaching qualification and provide evidence of ongoing CPD. The Education Training Foundation (ETF) provide a portal for logging annual CPD should you choose to use it. If you want to be considered for roles that require a recognised teaching qualification and you currently do not hold one, it is a condition that you obtain the qualification or enrol on a course leading to an appropriate qualification before you can be considered for this work and Protocol will require proof that you have complied with this requirement.

Further information about all of these matters can be found on the Protocol website at www.protocol.co.uk. If you fail to satisfy any of these requirements on a continuing basis Protocol will not be able to offer or continue any assignments and may therefore remove you from the database. Please note that while Protocol makes no charge to you for administering the Right to Work and Disclosure processes, any fees that government bodies charge are your personal responsibility.

No guarantee of work

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

Completion of assignments

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

Fees

Protocol 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.

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 Protocol.

For monthly paid candidates, 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. Weekly paid candidates will have fees remitted on the Friday following the week when an assignment began and on each subsequent Friday during an assignment. Fee payments will be for the hours taught in the preceding pay period. 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 Candidate, college or Protocol error, then the overpaid amount will be recovered in the next available payment(s). Should you have no ongoing assignments Protocol may request you pay back the appropriate amount adjusted for tax and national insurance allowances by cheque or cash immediately.

Protocol will only pay fees for work carried out in accordance with an assignment specification offered by Protocol. Protocol will pay fees due for such work whether or not Protocol is paid by the client.

Protocol will send you a written contract offer which specifies the fee rate. The fee rate is set by Protocol and is non-negotiable. You must not negotiate directly with the college.



Protocol 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.

Payments under the Working Time Regulations 1998 (as amended)

These regulations apply to workers including self-employed agency workers like Protocol Candidates. 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 Protocol's clients you are not permitted to take time off during the course of an assignment. Protocol 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 Protocol requires that Candidates 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.

Expenses

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



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 Protocol or the college if so required.

Timesheets and reports

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

At the end of each pay period Protocol 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 Protocol reserves the right to pursue all further legal remedies available against you.

Change of personal details

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

For the monthly payroll, any amendments required (bank account, address etc), must be provided to Protocol with any evidence required no later than 1200 hrs on the 14th of the month to be effective for that month's fee payments. For the weekly payroll, any amendments must be provided to Protocol by 1200 hrs on the Monday to be effective for that week's payment.

Periodically, Protocol will require 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 Protocol in Nottingham in writing.

Notice

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

Removal of name from database and maintenance of database

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

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

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.

Obligation to notify college and Protocol 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 Protocol and the relevant college as much notice as possible and in any event must notify Protocol and the college by, at the latest, 8.30am on the relevant day.

If you cannot carry out part or all of an assignment Protocol reserves the right to engage a replacement. Protocol 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.

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 Protocol before commencing the assignment.

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.

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 Candidates 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. Protocol 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.

Candidates are required to provide evidence of their qualifications to a Protocol member of staff on joining the database and on any subsequent occasion if requested.

Problems and complaints

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

Candidates are required to adhere to the highest standards of integrity, including but not limited to adherence to Protocol's Anti Bribery Policy which is available on request. If you become aware of any instances of improper conduct by others during performance of an assignment you should report them to Protocol immediately. A copy of Protocol's Whistleblowing policy is also available on request.

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 Protocol's workers.

Professional Indemnity Insurance

Protocol has professional indemnity insurance in place which provides coverage for Protocol's vicarious liability arising out of certain acts of those persons supplied by Protocol (£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 are advised to insure yourself against injuries or illnesses that might render you incapable of working.

Data Protection

Protocol complies with the General Data Protection Regulations which come 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@protocol.co.uk

Protocol Employment Agency Terms

From time to time Protocol 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 Protocol 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 Protocol makes such an introduction it will be acting as an employment agency under the Conduct of Employment Agencies and Employment Businesses Regulations 2003. Protocol'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. Protocol will have no power to conclude any contract on your behalf, nor will



Protocol act as your agent in collecting any money that may be due to you in relation to services performed for the other employment business. Protocol will not charge you a fee for making introductions on this basis.

Protocol 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 Protocol on the terms set out in paragraphs 1 to 20 above.