



Candidate Terms & Conditions

These terms and conditions govern your registration on the Protocol database and will 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.



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1. Independent contractor status

If Protocol National Limited (“Protocol”) offers you work, it will be for specified services for a fixed term “Assignment”. It is a condition of registration that you agree that any Assignments you undertake for Protocol will be as a self-employed contractor and not as an employee of Protocol or the party for whom the Assignment is carried out (“Client”). In other words, Assignments will be carried out under contracts for services, not contracts of service. Each Assignment is a separate contract for services and no contract will exist between you and Protocol 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; two satisfactory references received by Protocol; possession of a valid Disclosure certificate issued by the Disclosure and Barring Service (DBS)/Disclosure Scotland and are not barred from working with children and/or vulnerable people. We recommend you register your DBS certificate onto the DBS Update service which costs £13 per year (and you can do so within 30 days of your certificate issue date). Without it we will need you to get a new DBS certificate if you are offered a new assignment and your certificate is more than a year old, or if you have a 3-month break between assignments, if sooner. For work in Scotland you will be required to register on the appropriate PVG scheme (working with children or protected adults) prior to commencing an assignment.

Although no longer mandatory, most Clients require you to have a teaching qualification and provide evidence of ongoing CPD. 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. This information is stored for the duration of your registration and, if you carry out any Assignments, for 6 years after your registration has ended. Further information about 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 its 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.

3. Type of work

Protocol will seek suitable work opportunities for you working in further and higher education establishments. The type of work opportunities it seeks for you will be based on the types of work you indicate you are interested in, out of: Lecturer, Trainer / Assessor, Technician, Invigilator, End Point Assessor, Learning Support, Business Support and Administration, Life Modelling, Other and Higher Education.

4. 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, 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.

5. Completion of Assignments

Protocol expects that 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.

6. Fees

Protocol will agree to pay you a fee which will be normally be expressed as an hourly or daily rate in any Assignment offer. Hourly rates will vary depending on the type of work and the location at which it is performed, but the minimum hourly rate will not be less than the National Minimum Wage or National Living Wage, if applicable, in force at the relevant time.

Some Assignments may offer fees in the form of a fixed fee per student payable in stages when agreed milestones are achieved. The fee offered is based on a reasonable assessment of the average input required per student based on funding guidelines and the equivalent hourly rate for the assumed number of hours per stage will be not less than the National Minimum Wage or National Living Wage, if applicable, in force at the relevant time.

In some instances the fee you are paid may be adjusted in order to meet the requirements of the Agency Worker Regulations 2010 ("AWR"), which in some circumstances entitle Protocol workers to receive the same pay and holiday as comparable workers employed by the Client. If this applies to you Protocol will notify you.

Protocol will send you a written confirmation which specifies the fee rate applicable to an Assignment. The fee rate is set by Protocol and is non-negotiable. You must not negotiate directly with the Client. 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/fee quoted when you are offered an Assignment includes all preparation and marking as well as delivery time. It may also include attendance at one meeting if required by that Client. 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 (or working day prior if this falls on a weekend or bank holiday) 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 worked in the preceding pay period. If exceptional circumstances prohibit the necessary administration, (for instance, office and Client closures) then payment of the fees will be remitted on the next available Friday. Stage payments will be paid on the 28th day of the month (or working day prior if this falls on a weekend or bank holiday) following the month when an agreed stage has been achieved.

All fees will be subject to deductions for tax and National Insurance. You will be sent a pay advice 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, payment will be made only for hours (or stages where stage payment has been agreed) 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 an error by you, the Client or Protocol, 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 bank transfer 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 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 the Client including but not limited to coursework, teaching materials and attendance registers.

7. Holiday Pay

The Working Time Regulations 1998 (“WTR”) apply to workers including self-employed agency workers like you. Full time workers are entitled to 28 days of paid holiday pay per annum (including bank holidays). 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.

For the purposes of WTR the 'holiday year' for an Assignment will commence on the first day that you work under that 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) at the same hourly rate that applied to work carried out under that Assignment. Holiday pay will be itemised separately on the pay advice.

If you become entitled under AWR to an additional holiday entitlement the additional holiday pay will be 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 those who are contracted for a fixed fee per student payable in stages, the fee offered is based on a reasonable assessment of the average input required per student based on funding guidelines. An element of pro-rata holiday pay is also included in the per-student rate which is calculated on the same basis as for hourly paid work. Since not all students 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.

8. Statutory Payments

As fees paid to you by Protocol are subject to PAYE deductions 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), Shared Parental Leave and Pay (ShPP), Statutory Paternity Pay (SPP), Statutory Adoption Pay (SAP) and Parental Bereavement Pay. Any such payment is subject to the qualifying criteria stipulated by HM Revenue and Customs. You may also be eligible for paid time off for ante natal or adoption appointments. Should you as a temporary worker wish to claim any of the statutory payments, you should contact your Protocol 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. Pension

Protocol complies with its obligations under the Pensions Act 2008 and enrolls eligible workers in a workplace pension provided by Nest (www.nestpensions.org.uk). You will be sent full details if you are eligible for enrolment. If you are interested in voluntarily enrolling please email aepensions@protocol.co.uk.

11. 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 Client if so required.

12. Timesheets and reports

In order to ensure timely payment of fees, you must comply with the Client's procedure for recording and confirming the hours worked on each Assignment. At the end of each pay period Protocol require you to complete and submit the online timesheet by the requested deadline, and we will contact the Client to validate the timesheet. Failure to comply with Client procedures may lead to delays in the payment of fees.

Some Clients may be unwilling to authorise timesheets if not submitted within 3 subsequent pay periods. Repeated failures to amend inaccuracies on timesheets 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.

13. 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 your online registration 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 writing at candidatesupport@protocol.co.uk.

14. 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.

15. 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 Clients
- Failure to deliver agreed classes, lectures, or sessions
- 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 Client 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.

16. Professional expectations

Protocol requires certain standards of professionalism to be met whilst on Assignment. Failure to observe the requirements set out below may lead to the cancellation of some or all Assignments.

- Treat as confidential all information obtained during the delivery of an Assignment.
- To comply with relevant legislation, Client rules, regulation policies and procedures, e.g. Health and Safety, Code of Conduct, Dress Code, Equality & Diversity, Safeguarding etc. is essential as is their enforcement upon learners
- Treat all learners, Protocol and Client staff with respect and dignity
- Timekeeping and reliability - It is essential to arrive in time to prepare resources and ensure that any ancillary work within the terms of the Assignment is completed by the agreed deadline.
- Marking of registers - Completion of registers for every session is a legal requirement
- Safeguarding - It is essential to remain vigilant at all times in terms of safeguarding. Any incidents and/or concerns regarding the safety of learners should immediately be reported to the Clients nominated safeguarding person.

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.

17. Obligation to notify the Client and Protocol if not able to attend classes

To ensure quality provision 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 Client as much notice as possible and in any event must notify Protocol and the Client 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 Client whether through sickness or any other absence.

18. 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 Client, e.g. preparation of a new course, copyright in those materials will belong to the Client commissioning the work. These materials must not be used in any way without the prior written permission of the commissioning Client. In the course of an Assignment you may acquire confidential information relating to the Client 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.

These confidentiality obligations do not apply to the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

19. Other work

Provided you do not breach any of your obligations as outlined in these Terms and Conditions by doing so, you are free to accept any employment or work on a self-employed basis for third parties.

20. Quality control

The education the 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 requests for information necessary for these purposes. Protocol will liaise with its Clients on quality issues and may 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.

21. Problems and complaints

There are no disciplinary or grievance procedures that apply to you but if you experience a problem at the Client where you are undertaking an Assignment you must refer the matter to your Protocol representative who will take up the matter with the Client.

Since your contract is with Protocol you must not raise matters directly with the Client or any member of their staff or any student.

If you are unhappy about any aspect of your dealings with Protocol you should let your Protocol representative know.

If a Client raises a complaint about you Protocol will conduct appropriate investigations and provide you with any feedback.

22. 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 Client involves you in driving a Client vehicle, it is your responsibility to ensure that their insurance policy covers you.

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.

23. Data Protection

When you are undertaking an 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 that you see or use in the course of an Assignment, including but not limited to student names, grades/statements, health and welfare information is kept safe, secure and is used only for its intended purpose. Please ensure that any concerns regarding data protection that arise during an Assignment are raised promptly.

Protocol complies with the Data Protection Act 2018. Our Privacy Policy, which details how we protect your personal data, is available on our website and are provided to everyone at the start of the process to register with Protocol. If you have any queries on data protection, please contact us on data@protocol.co.uk

24. Protocol Employment Agency Terms

From time to time Protocol may become aware of work opportunities support in the education sector 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 22 above.

If when you registered with Protocol you expressed an interest in seeking a permanent role then in providing any work-finding services directed at seeking a permanent role Protocol will be acting as an employment agency. Protocol may introduce you to potential employers and will provide you with key information about any role that it puts you forward for, including minimum rates of pay and benefits applicable to the role but it will have no authority to conclude a contract on your behalf. If you accept a permanent role the contract will be between you and the employer, Protocol will not be responsible for paying you or have any other involvement. Protocol will not charge you a fee for these work finding services