

First4Teach Ltd – Temporary Worker Terms & Conditions (Education Sector)

Date: [Insert Date]

Parties:

(1) **First4Teach Ltd**, registered in England & Wales (Company No. 15649927), whose registered office is at **Studio 9, 50–54 St Paul’s Square, Birmingham, B3 1QS** (“the Employment Business”, “we”, “us”, “our”);

and

(2) **[Temporary Worker’s Full Name]** of [address] (“the Temporary Worker”, “you”, “your”).

1. Status of Agreement

1.1 You are engaged by First4Teach Ltd on a **contract for services**, not a contract of employment.

1.2 Nothing in this Agreement creates an employment relationship between you and First4Teach or between you and the client school.

1.3 Each Assignment constitutes a separate engagement; there is no obligation for us to provide, or for you to accept, any future work.

2. Assignments

2.1 We will seek to find you suitable temporary assignments with schools or educational institutions (“Clients”).

2.2 For each Assignment, we will provide you with a **written Assignment Details Form** stating:

- the name and address of the Client;
- the start date, duration, and location of the work;
- the nature of duties;
- the rate of pay;
- working hours; and
- any other relevant conditions.

2.3 You shall promptly notify us if you are unable to attend any Assignment, or if you wish to end it early.



3. Duties & Conduct

3.1 You agree to:

- (a) perform your duties diligently, professionally and in accordance with the Client's policies;
- (b) comply with all safeguarding, health and safety, and professional conduct rules in place at the Client's premises;
- (c) not engage in any act of misconduct, discrimination, or harassment;
- (d) inform us immediately of any safeguarding concerns or allegations relating to you or any learner.

3.2 You must not disclose any confidential information about the Client, pupils, or staff during or after an Assignment.

4. Safeguarding & Compliance

4.1 You acknowledge that as you will be working with children or vulnerable adults, enhanced vetting checks are mandatory.

4.2 You agree to provide:

- a) proof of identity and right to work in the UK;
- b) an enhanced Disclosure & Barring Service (DBS) certificate (and consent for online update service checks);
- c) proof of qualifications, training and professional registration (e.g., QTS, HLTA status);
- d) at least two verified professional references;
- e) details of any convictions, cautions or reprimands (spent or unspent).

4.3 Failure to provide satisfactory documentation may result in withdrawal of Assignments or termination of this Agreement.

4.4 Before starting an Assignment you must read the statutory guidance: Keeping children safe in education 2025 (for schools and colleges in England) available here:

<https://www.gov.uk/government/publications/keeping-children-safe-in-education-2>

5. Pay & Deductions

5.1 You will be paid weekly in arrears by Simplicity based on authorised timesheets.

5.2 Your pay will not be less than the **National Minimum Wage** or **National Living Wage**, and will correspond to the rate confirmed for each Assignment.

5.3 We will make deductions for PAYE income tax, National Insurance, pension contributions,



and any other statutory deductions.

5.4 You are entitled to **28 days' paid annual leave (pro rata)** in accordance with the **Working Time Regulations 1998**, which is included in your rate of pay or accrued as stated in your payslip.

5.5 Holiday requests must be submitted in writing or email with reasonable notice.

6. Timesheets & Payment Process

6.1 **Weekly timesheets** will be submitted and approved by the Client.

6.2 **Simplicity** will issue your **payslip on Wednesday** following receipt of an authorised timesheet.

6.3 **Payment** is normally made on **Friday of the week following receipt of an authorised timesheet**.

7. Absence & Sickness

7.1 You must notify both the First4Teach as soon as possible (and no later than one hour before your scheduled start time) if you are unable to attend work.

7.2 You are not entitled to statutory sick pay unless eligible under HMRC rules.

8. Termination of Assignment

8.1 Either you or First4Teach may terminate an Assignment at any time by giving reasonable notice (normally one working day).

8.2 We may terminate an Assignment immediately if:

- the Client requests that you leave;
 - you breach these Terms or the Client's policies;
 - safeguarding or misconduct concerns arise;
 - you provide false or misleading information.
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9. Agency Workers Regulations (AWR)

9.1 After completing **12 continuous weeks** in the same role with a Client, you may be entitled to the same basic pay and working conditions as comparable employees at that school.



- 9.2 We will work with you and the Client to ensure compliance with the AWR.
- 9.3 You must inform us immediately if you believe you have reached or are approaching the 12-week qualifying period.
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10. Confidentiality & Data Protection

- 10.1 You must keep confidential all information obtained during Assignments regarding pupils, staff, or the Client's business.
- 10.2 We will process your personal data lawfully under the **UK GDPR and Data Protection Act 2018**.
- 10.3 You have the right to access, correct, or request deletion of your data as set out in our Privacy Policy (available on request).
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11. Health & Safety

- 11.1 You must take reasonable care for your own health and safety and that of others at the Client's premises.
- 11.2 You must comply with all safety instructions and report any incidents or hazards immediately to both the Client and First4Teach.
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12. Equipment & Property

- 12.1 You must take reasonable care of all Client property and resources entrusted to you during the Assignment.
- 12.2 You must return all property, ID badges, or documentation immediately at the end of each Assignment.
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13. Grievances & Complaints

- 13.1 Any grievance or complaint about an Assignment should first be raised with your First4Teach Consultant.
- 13.2 Safeguarding concerns must be reported immediately to First4Teach's **Designated Safeguarding Lead** via [Freda Burton].
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14. Termination of Agreement

14.1 This Agreement may be terminated at any time by either party with immediate effect upon written notice if there is a serious breach or loss of registration status (e.g. DBS revocation).

14.2 Termination of this Agreement automatically ends any current or future Assignments.

15. Entire Agreement

This document and the Assignment Details Form represent the entire agreement between you and First4Teach. No other terms, representations, or warranties apply.

16. Governing Law

This Agreement is governed by the laws of **England & Wales**, and both parties submit to the exclusive jurisdiction of the English courts.

Declaration

I confirm that I have read, understood, and agree to abide by these Terms & Conditions and any applicable Client or safeguarding policies provided to me.

Signed by the Temporary Worker:

Name: _____

Signature: _____

Date: _____

Signed for and on behalf of First4Teach Ltd:

Name: _____

Position: _____

Signature: _____

Date: _____

