



## Terms of Business (School Supply of Staff)

**Version:** 1.0

**Review Date:** June 2027

**Directors:** Alex Alton & Heather Beevers

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### 1. Agreement Overview

These Terms of Business set out the contractual relationship between Enlightenment Education Ltd (“the Agency”) and any school, academy, college, or education setting (“the Client”) engaging temporary or supply staff.

By engaging candidates supplied by the Agency, the Client is deemed to have accepted these Terms of Business.

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### 2. Services Provided

Enlightenment Education Ltd provides the supply of suitably qualified and vetted temporary staff to education settings, including but not limited to:

- Teachers (primary, secondary, SEN)
- Teaching assistants and support staff
- SEN specialists and behaviour support staff
- Cover supervisors and other education professionals

All candidates are introduced on a temporary assignment basis unless otherwise agreed in writing.

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### 3. Status of Workers

All individuals supplied by the Agency are engaged as **temporary workers**.

They are not employees of the Client and do not have employment rights with the Client.

The Agency remains responsible for payroll, statutory deductions, and employment compliance where applicable.

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### 4. Booking Process

The Client agrees to:

- Provide clear booking requests including role, date, duration, and requirements
- Confirm assignments in advance where possible

- Provide relevant safeguarding and operational information for each placement
- Notify the Agency of any changes or cancellations as soon as possible

The Agency will use reasonable endeavours to fulfil all booking requests but does not guarantee availability.

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## **5. Charges and Fees**

The Client agrees to pay the Agency at the agreed hourly or daily charge rate for each assignment.

Charges are based on:

- Candidate role and experience
- Assignment type and duration
- Urgency of booking and market conditions

All charges are exclusive of VAT where applicable.

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## **6. Timesheets and Authorisation**

The Client is responsible for:

- Verifying and authorising timesheets promptly and accurately
- Ensuring timesheets reflect actual hours worked
- Reporting any discrepancies immediately

Where electronic systems are used, approved digital records will be accepted as confirmation of hours worked.

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## **7. Cancellations**

Where an assignment is cancelled, the Client may be liable for charges depending on the timing of cancellation.

Typical cancellation terms:

- Same-day cancellation may incur full or partial charges
- Short-notice cancellations may be chargeable
- Extended bookings cancelled early may be subject to agreed notice terms

Specific cancellation arrangements may be agreed in advance for long-term placements.

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## **8. Safeguarding and Compliance**

The Client agrees to:

- Provide a safe working environment for all Agency staff
- Comply with all relevant safeguarding legislation and guidance, including KCSIE
- Ensure appropriate supervision and safeguarding procedures are in place
- Report any safeguarding concerns to the Agency without delay

The Agency reserves the right to withdraw a candidate immediately where safeguarding concerns arise.

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## **9. Conduct and Performance**

The Client shall notify the Agency promptly of any concerns regarding:

- Conduct or performance of supplied staff
- Attendance or punctuality issues
- Safeguarding or behavioural concerns

The Agency will investigate and take appropriate action where required.

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## **10. Liability**

The Agency accepts no liability for loss, damage, or injury arising from the actions of supplied staff, except where such liability cannot be excluded by law.

The Client is responsible for ensuring appropriate supervision and safe working conditions at all times.

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## **11. Equal Opportunities**

The Client agrees to treat all Agency staff in accordance with the Equality Act 2010 and to ensure a non-discriminatory working environment.

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## **12. Termination of Services**

Either party may terminate the business relationship with reasonable notice.

The Agency reserves the right to cease supplying staff immediately where:

- Safeguarding concerns arise
  - Payment terms are not met
  - Unsafe working conditions are identified
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### **13. Data Protection**

Both parties agree to handle personal data in accordance with UK GDPR requirements.

The Client agrees to use candidate data solely for legitimate employment and operational purposes.

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### **14. Governing Principles**

These Terms of Business are governed by the laws of England and Wales.

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**Signed on behalf of Enlightenment Education Ltd**

**Alex Alton** – Director

**Heather Beevers** – Director