

Visiting Lecturer Terms & Conditions

These terms and conditions govern the membership of the Protocol National database and apply to any work that you contract to carry out with Protocol National acting as an employment business. They also explain the basis on which Protocol National may act as an employment agency to introduce you to third parties with a view to them offering you work opportunities.

Protocol National
Leaders in FE Recruitment Process Outsourcing

1. Independent contractor status

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

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; possession of a valid Disclosure certificate issued by the Criminal Records Bureau/Disclosure Scotland and are not barred from working with children and vulnerable people and registration with the Institute for Learning and compliance with all requirements for teaching qualifications, CPD and registration with the Institute for Learning (IFL).

If you do not possess a recognised teaching qualification when you apply to join Protocol National's database it is a condition that you obtain a qualification or enrol on a course leading to an appropriate qualification within 6 weeks of joining the database and Protocol National will require proof that you have complied with this requirement.

Further information about all of these matters can be found on the Protocol National website at www.protocol-national.co.uk. If you fail to satisfy any of these requirements on a continuing basis Protocol National will not be able to offer or continue any assignments and may therefore remove you from the database. Please note that while Protocol National 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. No guarantee of work

Acting as an Employment Business in accordance with The Conduct of Employment Agencies and Employment Businesses Regulations 2003, Protocol National 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. However, once you have agreed to carry out an assignment there is a contractual obligation to do so.

4. Completion of assignments

It is a fundamental condition of membership that, subject to the conditions below, you complete any assignments that you accept. Failure to do so will release Protocol National from any obligation to pay the fee and or Protocol National 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.

5. Fees

Protocol National 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.

The total gross fee for the assignment can be calculated by multiplying the total number of hours

shown in the assignment offer by this hourly rate. 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 National.

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. Fee payments will be for the hours taught in the preceding month. 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 Visiting Lecturer, college or Protocol National error, then the overpaid amount will be recovered in the next available payment(s). Should you have no ongoing assignments Protocol National may request you pay back the appropriate amount adjusted for tax and national insurance allowances by cheque or cash immediately.

Protocol National will only pay fees for work carried out in accordance with an assignment specification offered by Protocol National or by a college using the 'Express' Booking process subsequently confirmed by Protocol National and accepted by you. Protocol National will pay fees due for such work whether or not Protocol National is paid by the client.

A college manager using the 'Express' booking process may discuss the assignment content, dates and times with you. Protocol National will send you a written contract offer which specifies the fee rate. The fee rate is set by Protocol National and is non-negotiable. You must not negotiate directly with the college.

Protocol National 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.

6. Payments under the Working Time Regulations 1998 (as amended)

These regulations apply to workers including self-employed workers like Protocol National Visiting Lecturers. Full time workers are entitled to 24 days of paid holiday pay per annum, increasing to 28 days with effect from 1 April 2009. Part time workers are entitled to paid holidays on a pro rata basis.

To ensure quality and consistency of service to Protocol National's clients you are not permitted to take time off during the course of an assignment. Protocol National 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 National requires that associates 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 as 9.23% of the total fees for the assignment (increasing to 10.76% for work carried out from 1 April 2009). Holiday pay accrued during an assignment will be paid in full along with the final fees due in accordance with paragraph 5 above and will be itemised separately on the pay advice. 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 calculated using the same percentage as for hourly paid work is included in the rate per candidate. As 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 statement. Holiday Pay is subject to the normal PAYE and National Insurance deductions.

7. Expenses

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

8. 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 National or the college if so required.

9. Timesheets and reports

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

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

You must comply with any time recording system operated by an individual college in which you are carrying out any assignment.

10. Change of personal details

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

For system security reasons Protocol National is not able to amend personal records (bank details, address, etc) once billing has closed on the 16th of any given month. Any amendments required must be provided to Protocol National with any evidence required no later than 1200 hrs on the 14th working day of the month to be effective for that month's fee payments.

Periodically, Protocol National will send you a form asking 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 National in Nottingham in writing.

11. Notice

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

12. Removal of name from database and maintenance of database

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

Protocol National reserves the right to remove your details from our database if information disclosed on your CRB 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 Visiting Lecturers who have not carried out any assignments for a period of 24 months or more and whom Protocol National is unable to contact to confirm their continuing interest in being offered work may be removed from the database.

13. 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.

14. Obligation to notify college and Protocol National if not able to attend classes

It is a fundamental term of any assignment that 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 National and the relevant college as much notice as possible and in any event must notify Protocol National 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 National reserves the right to engage a replacement. Protocol National 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.

15. 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 National before commencing the assignment.

16. Other work

Subject to the terms set out above you are free to accept employment or work on a self-employed basis with colleges of further education or other educational institutions.

17. 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 Visiting Lecturers 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 National 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.

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

18. 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 National representative who will take up the matter with the college. Since your contract is with Protocol National 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 National will conduct appropriate investigations and provide you with any feedback.

19. 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 National's workers.

Professional Indemnity Insurance

Protocol National requires Visiting Lecturers to have adequate professional indemnity insurance providing a minimum of £5,000,000 of cover. This can be purchased privately if you prefer, however Protocol National has secured an offer of £5,000,000 of cover for a discounted fee of 2.85% of total gross assignment fees (subject to a maximum of £25) for each month in which you are paid fees by Protocol National.

Any associate, or any applicant for membership, who chooses not to participate in the Protocol National insurance scheme must provide proof of adequate insurance cover when requested to do so. Until such proof is provided associates will automatically be entered into the Protocol National scheme. You accept these conditions and give Protocol National authority to deduct these premiums from fees due to you when signing the application form.

Unless you have secured adequate cover independently a copy of the Protocol National PII policy will be sent to you upon acceptance onto the database.

You have the right to cancel your coverage under the Protocol National PII policy by giving not less than 5 business days' notice in writing (either email or paper) to the Payroll Department at Protocol National's Nottingham office and any outstanding fee will be pro-rated to the effective date of withdrawal. Please note however that if you cancel your cover under Protocol National's PII policy we will cancel any existing assignments and will be unable to offer any further assignments unless and until you provide proof of adequate cover under an alternative PII policy.

Personal Accident and Illness Insurance

You are advised to insure yourself against injuries or illnesses that might render you incapable of working.

20. Data Protection

Protocol National complies with the Data Protection Act 1998 and will process and store your personal data in accordance with the requirements of that Act. A copy of Protocol National's data protection policy can be obtained from the Data Controller at Protocol National's Nottingham office.

Protocol National works with a number of organisations that are engaged in the supply of staff for the education sector, including other members of the Protocol group of companies such as Protocol Assessors and certain employment businesses owned by FE colleges (together referred to as "approved third parties"). Protocol National may make details regarding your qualifications and experience contained in your original application form or any later updates available to one or more of these approved third parties. Any information shared in this way will be used solely for the purpose of considering whether there are other work opportunities that may be offered to you by one of these approved third parties. If a live work opportunity is identified by one of the approved third parties, Protocol National will contact you to see if you are interested in pursuing it. If you are interested, all relevant personal details including details regarding reasonable adjustments for disability and ethnic origin (for client reporting purposes) and CRB Disclosure information will be supplied to the relevant Group company or approved third party and your expression of interest in the work opportunity will constitute express consent to this data transfer. Protocol National only supplies personal data to approved third parties with your consent and requires that the approved third parties do not use your data for any purpose other than finding you additional work opportunities and carrying out administration associated with any such work opportunities.

21. Protocol National Employment Agency Terms

From time to time Protocol National 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 National 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 National makes such an introduction it will be acting as an employment agency under the Conduct of Employment Agencies and Employment Businesses Regulations 2003. Protocol National'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 National will have no power to conclude any contract on your behalf, nor will Protocol National 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 National will not charge you a fee for making introductions on this basis.

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