

# Terms of Engagement for Education Agency Workers

Contract for Services | Academic Year 2026/27

|                              |                                                                                                                                                                           |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Employment Business</b>   | Starfyn Limited (company number 13100673)                                                                                                                                 |
| <b>Effective date</b>        | 1 September 2026                                                                                                                                                          |
| <b>Who these terms cover</b> | Agency Workers supplied by Starfyn Limited to education hirers under a contract for services                                                                              |
| <b>Important</b>             | These terms do not apply to workers employed by an umbrella company or providing services through a personal service company. Separate terms must be used in those cases. |

## 1. Definitions and interpretation

| Term                       | Meaning                                                                                                                      |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>Agency Worker / you</b> | The individual who agrees to these terms and is supplied by Starfyn to a Hirer.                                              |
| <b>Assignment</b>          | The temporary education role that you agree to undertake for a Hirer.                                                        |
| <b>Assignment Details</b>  | The written assignment information or booking confirmation provided when an Assignment is offered.                           |
| <b>Hirer</b>               | A school, academy, trust, college, nursery or other education client to whom Starfyn supplies you.                           |
| <b>Qualifying Period</b>   | Twelve continuous calendar weeks in the same role with the same Hirer, calculated under the Agency Workers Regulations 2010. |
| <b>AWR</b>                 | The Agency Workers Regulations 2010, as amended.                                                                             |
| <b>WTR</b>                 | The Working Time Regulations 1998, as amended.                                                                               |

## 2. The contract and your status

These terms govern all Assignments offered to you by Starfyn from the effective date. Starfyn acts as an employment business when seeking and supplying temporary education work for you.

During an Assignment, you are engaged by Starfyn under a contract for services. You are a worker for relevant statutory purposes but are not an employee of Starfyn or the Hirer. No contract of employment arises between you and the Hirer.

There is no obligation on Starfyn to offer work and no obligation on you to accept any Assignment. No contract exists between Assignments.

Any change to these terms will be confirmed in writing before it takes effect. Your statutory rights are not limited by these terms.

## 3. Information provided before work starts

Before agreeing these terms, Starfyn will provide you with a Key Information Document (KID), explaining how you will be paid and the deductions that may apply. You must tell Starfyn promptly if the information in the KID becomes inaccurate or if your payment arrangements change.

When an Assignment is offered, Starfyn will provide Assignment Details in writing, including the Hirer, role, location, expected start date and duration, hours, actual rate of pay, any agreed expenses, relevant health and safety information, and required experience, qualifications, authorisations or training.

You must not start work until you have accepted the Assignment and Starfyn has confirmed that the necessary safer-recruitment and right-to-work checks have been completed.

#### **4. Your rights and choice of work**

You may accept or decline an Assignment without penalty. Once you accept an Assignment, you must comply with the reasonable requirements of these terms and the Hirer's policies and procedures.

Either you, Starfyn or the Hirer may end an Assignment at any time. Unless the Assignment Details state otherwise, no contractual notice period applies to an Assignment. You should give Starfyn as much notice as reasonably possible if you intend to stop attending.

If you cannot attend an Assignment, you must notify Starfyn as soon as possible and, where practicable, at least one hour before the start time. If you cannot reach Starfyn, notify the Hirer and then Starfyn as soon as possible.

You must not be required to work overtime. Any additional hours must be agreed with you and recorded on an authorised timesheet. Your working time, rest breaks and rest periods will be managed in line with the WTR and, after the Qualifying Period, any more favourable applicable AWR terms.

#### **5. Agency Worker obligations**

During each Assignment, you will follow reasonable instructions from the Hirer, comply with applicable school, trust or setting policies, take reasonable care for health and safety, and maintain professional standards and appropriate boundaries with pupils, parents, colleagues and visitors.

You must notify Starfyn immediately of any concern that may affect your suitability to work, including a safeguarding allegation, police investigation, change to your right to work, professional prohibition, loss of a relevant qualification, or material change to your health where it may affect safe working.

You must comply with safeguarding, child-protection, health and safety, data-protection, equality, acceptable-use and conduct requirements notified by Starfyn or the Hirer. Any safeguarding concern must be reported immediately to the Hirer's Designated Safeguarding Lead and to Starfyn.

You must not commit unlawful discrimination, harassment, bullying, violence, intimidation, neglect, abuse or any conduct that could put a child, young person or vulnerable adult at risk.

#### **6. Pay, timesheets and deductions**

Starfyn will pay you weekly in arrears for authorised hours worked at the actual rate shown in the Assignment Details. Starfyn will pay you for work undertaken whether or not it has received payment from the Hirer, subject only to lawful and agreed deductions.

You must submit an accurate timesheet or approved electronic record promptly. If a timesheet is missing or disputed, Starfyn will make reasonable enquiries to establish the hours worked. Payment will not be withheld merely because the Hirer has not signed a timesheet where Starfyn can establish the hours by other means.

Deductions will only be made where required by law, authorised by a court or other competent authority, or expressly agreed by you in writing. Any agreed deduction will be explained clearly and itemised on your payslip. Starfyn will not charge a fee for finding or seeking to find you work, or require you to buy goods or services as a condition of receiving work.

Starfyn may recover a genuine overpayment, provided it explains the amount and proposes a reasonable repayment arrangement. No deduction will be made that would be unlawful or that has not been properly notified to you.

#### **7. Annual leave and holiday pay**

You are entitled to at least the statutory minimum paid annual leave under the WTR. Your leave year runs from 1 September to 31 August. You remain responsible for taking appropriate rest and annual leave, even where holiday pay is paid on a rolled-up basis.

If you are an irregular-hours worker or a part-year worker for the relevant leave year, Starfyn may pay rolled-up holiday pay at 12.07% of your total pay for each pay period, in addition to your normal pay. If used, the holiday-pay amount will be shown separately on your payslip and reflected in your KID.

If you are not eligible for rolled-up holiday pay, your holiday entitlement and holiday pay will be accrued and paid in accordance with the WTR. Where the AWR provides a more favourable entitlement after the Qualifying Period, this will be confirmed in the Assignment Details or a written variation.

Holiday pay and leave calculations will be made in accordance with applicable law. Starfyn will maintain the required annual leave and holiday-pay records.

## **8. AWR equal treatment and qualifying information**

After completion of the Qualifying Period, you may be entitled under the AWR to equal treatment in relation to certain basic working and employment conditions. Starfyn will provide any applicable entitlement based on the information supplied by the Hirer.

You must tell Starfyn, before and during an Assignment, about any earlier work in the same or a similar role with the Hirer or its group through Starfyn or another temporary work agency, so that your AWR qualifying service can be assessed accurately.

If you believe you have not received an AWR entitlement, raise the matter in writing with Starfyn's Quality Manager or a Director, giving as much information as possible. Starfyn will investigate and respond within a reasonable time.

## **9. Safer recruitment, identity and DBS**

You must provide genuine, current and accurate identity, right-to-work, qualification, professional-registration, employment-history and reference information requested by Starfyn for the role. Starfyn may retain verified copies and evidence of checks but will not retain your original identity documents beyond the time reasonably required to verify them.

For roles involving children or vulnerable adults, you must disclose information relevant to safeguarding suitability and comply with Starfyn's safer-recruitment procedures. Where applicable, you agree to undertake an Enhanced DBS check and to provide relevant overseas or Update Service information.

If Starfyn receives information indicating that you may be unsuitable for an Assignment, it may suspend supply while it makes appropriate enquiries. If you are confirmed as unsuitable, Starfyn will end supply without delay and will notify the Hirer where required.

## **10. Modern slavery, ethical recruitment and reporting concerns**

Starfyn prohibits modern slavery, human trafficking, forced labour, debt bondage, child labour, coercion, threats, violence, harassment, intimidation and discrimination. You are free to leave work and to terminate an Assignment in accordance with these terms.

Starfyn will not charge you recruitment or work-finding fees, confiscate your original identity documents, or require you to use an additional paid service as a condition of being offered work. You should report any request for money, unexplained deduction, document retention, coercion or other concern immediately.

You may raise a concern confidentially with a Starfyn Director or through the whistleblowing route notified to you. No person will be subjected to detrimental treatment for raising a genuine concern. In an emergency call 999. For advice or to report suspected modern slavery, contact the Modern Slavery and Exploitation Helpline on 08000 121 700.

Nothing in these terms, including the confidentiality provisions, prevents you from making a protected disclosure or reporting a safeguarding concern, criminal conduct or suspected modern slavery to an appropriate authority.

## 11. Sickness, family-related leave and other absences

If you are unable to attend an Assignment because of sickness, injury, family-related leave or another reason, you must follow the absence-reporting requirement in clause 4.3. You may be entitled to statutory payments or leave where the relevant legal conditions are met.

If you provide medical evidence that affects your fitness for a role, Starfyn will consider, with you and the Hirer where appropriate, whether reasonable adjustments, a different Assignment or continuation of the current Assignment are possible and safe.

## 12. Confidentiality, data protection and property

During and after an Assignment, you must keep confidential any non-public information about Starfyn, the Hirer, pupils, families, staff, business affairs, finances, records, systems or personal data that you obtain through the Assignment. This does not restrict lawful reporting under clause 10.4.

You must return Hirer and Starfyn property, including keys, passes, devices, records, teaching materials and identification cards, at the end of an Assignment or when requested. This does not include your own original identity documents.

Starfyn will process your personal data in accordance with its Privacy Notice and applicable data-protection law. Starfyn will only share your information with a Hirer or another party where this is lawful, necessary for the Assignment or required by law.

## 13. Termination

An Assignment will end automatically if the relevant contract between Starfyn and the Hirer ends, if the work is no longer available, or if Starfyn is required by law or safeguarding requirements to end supply. You will be paid for authorised hours worked up to the end of the Assignment, subject to lawful deductions.

If you do not notify Starfyn that you are available for work for six consecutive weeks, Starfyn may treat these terms as ended after making reasonable attempts to contact you.

## 14. General

These terms, the current KID and the Assignment Details form the agreement between you and Starfyn in respect of an Assignment. If there is a conflict, the Assignment Details apply to the specific Assignment and the KID applies to pay information, except where law requires otherwise.

If any part of these terms is unenforceable, the remainder will continue in force. A delay in enforcing a right does not waive that right.

These terms are governed by the law of England and Wales. The courts of England and Wales will have exclusive jurisdiction, subject to any mandatory legal right that applies to you.

## 15. Acknowledgement and agreement

By signing below, you confirm that you have received and had the opportunity to read these terms. You also confirm that Starfyn has provided or will provide the current Key Information Document before you agree to the terms, and that you will receive Assignment Details before starting each Assignment.

|                               |  |
|-------------------------------|--|
| <b>Agency Worker name</b>     |  |
| <b>Signature</b>              |  |
| <b>Date</b>                   |  |
| <b>Preferred email</b>        |  |
| <b>Starfyn representative</b> |  |