



Tudor Grange
Teaching School Hub

*Serving Solihull, Redditch,
Bromsgrove and Stratford-on-Avon*

**Service Level Agreement 2023/2024 – Appropriate Body
partners**

Tudor Grange Teaching School Hub part of Tudor Grange Academies Trust

0. Eligibility to begin ECT Induction

Induction may only begin when:

- The ECT has been awarded QTS;
- The headteacher has confirmed that the ECT is employed in a suitable post for induction;
- The ECT has been registered for induction by the employing school/college with the appropriate body and their eligibility to begin induction has been verified by the appropriate body;
- The school has confirmed with TUDOR GRANGE TEACHING SCHOOL HUB which ECF programme each ECT will be following;
- A copy of this SLA, signed by the Headteacher, has been received and acknowledged by the appropriate body;
- TUDOR GRANGE TEACHING SCHOOL HUB has agreed to act as the appropriate body.



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Schedule 1 Services

This Service Level Agreement (SLA) is intended to define the Early Career Teacher (ECT) Induction services provided by Tudor Grange Teaching School Hub Appropriate Body, as well as the responsibilities of the school or college.

This SLA is based on statutory guidance (Induction for Early Career Teachers - England) which sets out the responsibilities of the appropriate body and the school or college.

This SLA will be reviewed every 2 years, although will be updated as necessary to reflect any changes to statutory guidance.

The services include provision of services, as follows:

1. Appropriate Body

TUDOR GRANGE TEACHING SCHOOL HUB will fulfil those statutory responsibilities, which are required of an appropriate body. These responsibilities are described in the document *Induction for early career teachers – England*.

1. The appropriate body will:
 - 1.1. Register the ECT with the Teaching Regulation Agency (TRA);
 - 1.2. Calculate the period of induction for each ECT and advise the dates due for the completion of assessment forms and progress reviews via ECT Manager;
 - 1.3. Send email reminders of the dates for submission of assessment forms and progress reviews via ECT Manager;
 - 1.4. Provide induction training for ECTs, induction tutors and headteachers;
 - 1.5. Co-ordinate Professional Development opportunities (in addition to the Early Career Framework). There are additional fees for participating in these activities;
 - 1.6. Provide access to a website with ECT Induction support materials;
 - 1.7. Provide telephone, email and video conference support for ECTs, induction tutors and headteachers;
 - 1.8. Quality assure the provision of ECT Induction through the scrutiny of assessment forms, progress reviews, monitoring visits to a sample of schools/colleges and tracking engagement with ECT update emails;
 - 1.9. Provide the ECT, in accordance with the statutory guidance, with a named contact within the appropriate body with whom to raise concerns that have not been resolved by the school/college;
 - 1.10. Provide advice and guidance by telephone, email and video conference when an ECT is assessed as being at risk of not meeting the Teachers' Standards by the end of induction;
 - 1.11. Provide additional support and guidance in person through on-site visits as required. The amount of time allocated to the additional support will be agreed with the school/college in advance.
 - 1.12. If an ECT is serving induction simultaneously in two schools, share relevant information about the ECT with both schools;
 - 1.13. Consider requests from schools/colleges to reduce the length of the induction period. Requests must be made in writing by the headteacher, using the *Request for Reduced ECT Induction* form.
 - 1.14. Make a decision about the satisfactory completion of the induction period for each ECT and communicate this decision to the TRA, the ECT and their school/college within the required timescales;
 - 1.15. Submit evidence to the external TRA appeals panel in the event of an ECT failing induction and appealing the decision;
 - 1.16. Attend a TRA appeal hearing in the event of an ECT failing induction and appealing the decision;
 - 1.17. Retain appropriate records for at least the minimum legal period (currently 6 years);
 - 1.18. On request, TUDOR GRANGE TEACHING SCHOOL HUB will inform relevant local authorities of the names of schools where there are ECTs teaching in Years R (Reception), 2 and 6 in order to enable them to meet their statutory duties for assessment and moderation.

2. School Responsibilities

The school/college will fulfil those statutory responsibilities which are required of an institution employing an Early Career Teacher. These responsibilities are described in the document [Induction for early career teachers – England](#).

2. The school/college will:
 - 2.1. Check and confirm that each ECT has Qualified Teacher Status prior to registration with the appropriate body;
 - 2.2. Register each ECT with the appropriate body before the ECT Induction Period commences. Note – any period of employment before confirmed registration with the appropriate body will not count towards the Induction period;
 - 2.3. Register each ECT on the DfE Online Service (Portal), if the school is following either the Full or Core Induction Programme;
 - 2.4. Inform TUDOR GRANGE TEACHING SCHOOL HUB which ECF programme each ECT will be following, either a) Full Induction Programme (DfE-funded training provider) or b) Core Induction Programme (DfE-accredited materials to deliver your own training) or c) School-based Induction Programme (Design and deliver your own ECF-based training).
 - 2.5. Support the ECT to successfully complete an Early Career Framework Programme.
 - 2.6. Designate appropriately qualified (must hold QTS) and experienced teachers as ECT Induction Tutors and ensure that they have sufficient time to enable them to fulfil this role effectively;
 - 2.7. Ensure that all induction tutors and ECTs attend training on ECT Induction as required by the appropriate body. Note – all ECTS and induction tutors are required to view the ECT Induction training videos on the TUDOR GRANGE TEACHING SCHOOL HUB website and notify the appropriate body that they have done so or attend online or face-to-face training at the beginning of the induction period; needs to be actioned/changed!
 - 2.8. Ensure that each ECT has a school-based ECF based induction programme and that the school's notes are kept summarising discussions and actions arising from induction tutor meetings which must take place a minimum of once per half-term: these may be requested by Tudor Grange TSH;
 - 2.9. Require appropriate staff (headteacher, induction tutor, mentor and the ECT) to be familiar with the requirements for ECT Induction (Statutory Guidance);
 - 2.10. Ensure the ECT has a reduced timetable of no more than 90% of the timetable of the school/college's other teachers on the main pay range in year 1 and no more than 95% in year 2, in addition to PPA;
 - 2.11. Ensure the ECT induction time is clearly shown on the ECT's timetable;
 - 2.12. Ensure the ECT is observed teaching at regular intervals throughout the period of induction – a minimum of one formal lesson observation per term (3 per year) – with written feedback using the TUDOR GRANGE TEACHING SCHOOL HUB lesson observation form;
 - 2.13. Ensure the ECT is observed teaching by the headteacher at least once during each year of induction. The headteacher may delegate this role to another member of the senior leadership team; -
 - 2.14. Complete and submit statutory progress reviews and assessment forms following the guidance of the appropriate body by the dates set by the appropriate body;
 - 2.15. Co-operate with requests for information, or requests to arrange a QA/support visit from the appropriate body, in a timely way;
 - 2.16. Inform the appropriate body immediately should there be any evidence that an ECT may be at risk of not meeting the Teachers' Standards by the end of the induction period, by raising an alert on ECT Manager or by emailing the named contact at the appropriate body;
 - 2.17. Provide a *Personal Support Plan* and additional support as necessary to allow an at risk ECT the best opportunity to meet the Teachers' Standards;.
 - 2.18. Make a recommendation to the appropriate body on whether the ECT's performance against the Teachers' Standards is satisfactory or unsatisfactory at the end of the induction period;
 - 2.19. Inform the appropriate body if the induction tutor changes part-way through the induction period;
 - 2.20. Inform the appropriate body if an ECT leaves the school/college and complete and submit an interim assessment form before the ECT leaves;
 - 2.21. Inform the appropriate body if an ECT's contract changes;
 - 2.22. Inform the appropriate body if an ECT goes on leave, e.g. maternity leave, compassionate leave;
 - 2.23. Inform the appropriate body if the ECT has significant (10 days or more) absence;
 - 2.24. Retain induction records for at least the minimum statutory period (currently 6 years).

3. Termination of agreement

This is a two-way agreement between the appropriate body and the school/college. Should the appropriate body, or school/college, not fulfil its responsibilities regarding ECT Induction as described above either party may choose to terminate the agreement.

3.1 The school/college may terminate the provision of this service by giving three month's written notice to the appropriate body.

3.2 The appropriate body may terminate the provision of this service by giving three month's written notice to the school/college

3.3 For each ECT registered this agreement will terminate in the case that:

- the ECT resigns from the post before the end of the induction period;
- the ECT's contract with the employing school/college ends;
- the ECT completes their full induction period.

4. Complaints

4.1 Should a school/college wish to make a complaint about the provision of the service they should contact the Director of TUDOR GRANGE TEACHING SCHOOL HUB in writing.

4.1 Complaints that cannot be resolved satisfactorily by the Director of TUDOR GRANGE TEACHING SCHOOL HUB will be escalated and considered by the Tudor Grange TSH Committee Board, the governing body of the Teaching School Hub.

4.3 Complaints should be addressed to:

Director of the Tudor Grange Teaching School Hub
Tudor Grange Academy Solihull
Dingle Lane
Solihull
B91 3PD

Schedule 2 Employment Status Service Assessment

Based on our assessment of the details provided, Tudor Grange Teaching School Hub have determined that IR35 does not apply in this scenario.

Schedule 3 Fees

The charge for the services described above are as follows:

All schools/colleges	£175 per ECT for Year 1 £175 per ECT for Year 2 Non-refundable.
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Fees for ECTs joining a school/college part-way through induction:

All schools/colleges	£60 per term
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Please note that no refunds will be given where an ECT leaves a school during an assessment period.

Fidelity checks for Core and School-based ECF Programmes

	Using DfE-accredited materials to deliver your own training	Design and deliver your own ECF-based training
Minimum Fee Three fidelity checks are required during the induction period. Should additional work be required for fidelity checks, it will be charged at £450 per day.	£350 (plus £175 per ECT per year)	£700 (plus £175 per ECT per year)

Payment Schedule

All schools will be invoiced 4 weeks before the end of term for any newly onboarded ECTS. ECTS will be invoiced for annually.

If schools require a purchase order, a purchase order must be provided no later than 4 weeks before the end of term.

Full payment must be received no later than 4 weeks into the new term. Failure to pay will mean ECTS are removed from Tudor Grange Teaching School Hub's TRA system.

Agreed terms

1. Interpretation

1.1. In this agreement the following definitions shall apply:

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Teaching School Hub Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Teaching School Hub (or its pupils, parents or staff) and business contacts, and any equipment keys, hardware or software provided for the Service Provider's use by the Teaching School Hub during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Service Provider on the computer systems or other electronic equipment of the Teaching School Hub, the Service Provider during the Engagement.

Commencement Date: 1st September 2023

Confidential Information: information (whether, or not, recorded in documentary form or stored on any magnetic or optical disk or memory) relating to the operations, affairs and finances of the Teaching School Hub for the time being confidential to the Teaching School Hub and trade secrets including, without limitation, technical data and know-how relating to the operations of the Teaching School Hub.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation and any other directly applicable European Union regulation relating to privacy.

Engagement: the engagement of the Service Provider by the Teaching School Hub on the terms of this agreement.

IR35 Public Sector Rules: means the amendments to Chapter 8 of Part 2 of ITEPA 2003 and Chapter 10 of Part 2 of ITEPA 2003.

ITEPA 2003: means the Income Tax (Earnings and Pensions) Act 2003.

Services: the services described in **Schedule 1**.

Termination Date: 31st August 2025

- 1.1 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2. **Term of engagement**

- 2.1. The Teaching School Hub shall engage the Service Provider to provide the Services on the terms of this agreement.
- 2.2. The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:
 - 2.2.1. as provided by the terms of this agreement; or
 - 2.2.2. by either party giving to the other not less than two terms prior written notice.

3. **Services**

- 3.1. During the Engagement, the Service Provider shall:
 - 3.1.1. provide the Services with all due care, skill and ability and use its or his best endeavours to promote the interests of the Teaching School Hub;
 - 3.1.2. Promptly give to the Teaching School Hub all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the business of the Teaching School Hub.
- 3.2. If the Service Provider is unable to provide the Services due to illness or injury the Service Provider shall advise the Teaching School Hub of that fact as soon as reasonably practicable. For the avoidance of doubt, no Fee shall be payable in accordance with clause 5 in respect of any period during which the Services are not provided.
- 3.3. The Service Provider shall procure that they are available at all times on reasonable notice to provide such assistance or information as the Teaching School Hub may reasonably require.
- 3.4. Unless the Service Provider has been specifically authorised to do so by the Teaching School Hub in writing:
 - 3.4.1. the Service Provider shall not have any authority to incur any expenditure in the name of or for the account of the Teaching School Hub; or
 - 3.4.2. the Service Provider shall not hold itself out as having authority to bind the Teaching School Hub.
- 3.5. The Service Provider shall comply with all reasonable standards of safety and comply with the Teaching School Hub's health and safety procedures in force at the premises where the Services are provided and report to the Teaching School Hub any unsafe working conditions or practices.
- 3.6. The Service Provider may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that the Teaching School Hub will not be liable to bear the cost of such functions.

4. **Policies and safeguarding**

- 4.1. The Service Provider shall comply at all times with the Teaching School Hub's policies on staff behaviour and child protection. Specifically:
 - 4.1.1. **code of conduct:** the Service Provider agrees to comply with the staff Code of Conduct;

- 4.1.2. **whistleblowing:** the Service Provider agrees to report their own wrongdoing, or any wrongdoing or proposed wrongdoing of any member of staff, director, officer, governor or volunteer and any conduct which the Service Provider suspects to be inappropriate in accordance with the Teaching School Hub's Whistleblowing Policy;
 - 4.1.3. **child protection:** the Service Provider is obliged to report any concerns they may have about a child's welfare to the relevant Designated Safeguarding Lead or Deputy Designated Safeguarding Lead in accordance with the Teaching School Hub's safeguarding and child protection policy and procedures; and
 - 4.1.4. **investigations:** the Teaching School Hub's grievance, capability and disciplinary policies and procedures do not apply to the Service Provider. In all cases bearing on the safety or welfare of children, the Teaching School Hub will follow appropriate procedures in order to reach a conclusion, in accordance with its statutory obligations.
 - 4.1.5. **other policies:** the Service Provider must also comply with other Tudor Grange Academies Trust policies, as applicable, which can be obtained from <https://www.tgacademy.org.uk/policiesandotherimportantdocs>
 - 4.1.6. **undue advantage:** the Service Provider must promptly report to the Teaching School Hub any request or demand for any undue financial or other advantage of any kind received by the Service Provider in connection with the performance of this agreement; and
 - 4.1.7. the Service Provider shall ensure that all other persons who are performing services in connection with this agreement comply with this clause.
- 4.2. The Service Provider shall immediately notify the Teaching School Hub if colleagues performing this work are:
- 4.2.1. subject to any change in circumstances that affects the right to work in the UK;
 - 4.2.2. barred from working with children or vulnerable adults;
 - 4.2.3. the subject of a referral to the Disclosure and Barring Service or any successor body;
 - 4.2.4. the subject of a referral to, or a sanction, restriction or prohibition issued by the NCTL, or any predecessor or successor body, or by a regulator of the teaching profession in any other country;
 - 4.2.5. the subject of a referral to, or proceedings before, the Department for Education or other appropriate authority where consideration was given to imposing a direction under section 128 of the Education and Skills Act 2008;
 - 4.2.6. the subject of any change in circumstances which has or may result in the Service Provider or any member of the Service Provider's household being disqualified from providing childcare in connection with early or later years provision or from being directly involved in its management;
 - 4.2.7. subject to an investigation for any allegation of a disciplinary nature at any other employer or organisation at which the Service Provider is a volunteer;
 - 4.2.8. investigated, arrested, charged or convicted of any criminal offence;

4.2.9. aware of any circumstances that may reasonably be considered to pose a risk or an increased risk to children;

4.2.10. in receipt of a police caution, reprimand or warning, or if there is a formal child protection investigation of the Service Provider or any member of his or her household.

4.3. Failure to comply with clause 4.2 may result in the immediate termination of this agreement.

5. Fees

5.1. In return the Teaching School Hub agree to fund you using the TSHC guidance, as specified in Schedule 3.

5.2. The Service Provider shall, upon receipt of a Purchase order, submit to the email address stated on the Purchase order, an invoice which accords exactly with the details shown on the Purchase order.

5.3. The Teaching School Hub shall pay the Service Provider within 30 days of receipt of an invoice prepared in accordance with clause 5.2

5.4. The Teaching School Hub shall be entitled to deduct from the Fee (and any other sums) due to the Service Provider any sums that the Service Provider may owe to the Teaching School Hub at any time.

5.5. Payment in full or in part of the Fee claimed under clause 5 shall be without prejudice to any claims or rights of the Teaching School Hub against the Service Provider in respect of the provision of the Services.

6. Expenses

6.1. The Service Provider shall bear all expenses incurred in the course of the Engagement, unless explicitly agreed otherwise in writing with the Teaching School Hub before the expense is incurred.

7. Other activities

7.1. Nothing in this agreement shall prevent the Service Provider from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that such activity does not cause a breach of any of the Service Provider's obligations under this agreement.

8. Confidential information

8.1. The Service Provider acknowledges that in the course of the engagement they will have access to Confidential Information. The Service Provider has therefore agreed to accept the restrictions in this clause 8.

8.2. The Service Provider shall not (except in the proper course of its or his duties) either during the Engagement or at any time after the Termination Date, use or disclose to any, school, Teaching School Hub, business, person or company any Confidential Information. This restriction does not apply to:

8.2.1. any use or disclosure authorised by the Teaching School Hub or required by law; or

8.2.2. any information which is already in, or comes into, the public domain otherwise than through the Service Provider's unauthorised disclosure.

8.3. At any stage during the Engagement, the Service Provider will promptly on request return to the Teaching School Hub all and any Teaching School Hub Property in their possession.

9. **Data protection**

9.1. The Service Provider and the Teaching School Hub will comply with the Data Protection Legislation.

9.2. The Service Provider shall, in relation to any Personal Data processed in connection with the Engagement:

9.2.1. Process that Personal Data only on written instructions of the Teaching School Hub.

9.2.2. Keep the Personal Data confidential.

9.2.3. Comply with the Teaching School Hub's reasonable instructions with respect to processing Personal Data.

9.2.4. not transfer any Personal Data outside of the European Economic Area without the Teaching School Hub's prior written consent.

9.2.5. Assist the Teaching School Hub in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators.

9.2.6. Notify the Teaching School Hub without undue delay on becoming aware of a Personal Data breach or communication which relates to the Teaching School Hub's or Service Provider's compliance with the Data Protection Legislation.

9.2.7. At the written request of the Teaching School Hub, delete or return Personal Data and any copies thereof to the Teaching School Hub on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data.

9.2.8. Maintain complete and accurate records and information to demonstrate compliance with this clause 9.

9.3. The Service Provider shall ensure that it has in place appropriate technical or organisational measures, reviewed and approved by the Teaching School Hub, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

9.3.1. Pseudonymising and encrypting Personal Data.

9.3.2. Ensuring confidentiality, integrity, availability and resilience of its systems and services.

9.3.3. Ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident.

9.3.4. Regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

- 9.4. The Service Provider shall have personal liability for and shall indemnify the Teaching School Hub for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach of the Data Protection Legislation by the Service Provider, and shall maintain in force full and comprehensive Insurance Policies.

10. **Insurance and liability**

- 10.1. The Service Provider shall have liability for and shall indemnify the Teaching School Hub for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Service Provider of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.

11. **Termination**

- 11.1. Notwithstanding the provisions of this agreement, the Teaching School Hub may terminate the Engagement with immediate effect without notice and without any liability to pay any compensation or damages if at any time:
- 11.1.1. the Service Provider is guilty of gross misconduct affecting the business of the Teaching School Hub; or
 - 11.1.2. the Service Provider commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Teaching School Hub; or
 - 11.1.3. the Service Provider is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere) for which a fine or non-custodial penalty is imposed; or
 - 11.1.4. the Service Provider is banned from working with children or young persons.
 - 11.1.5. the Service Provider fails to comply with the provisions of this agreement.
- 11.2. Notwithstanding the provisions of this agreement the Service Provider may terminate the engagement with immediate effect in the event that the Teaching School Hub commits any serious or repeated breach or non-observance of any of the provisions of this agreement.
- 11.3. In the event of termination under either clauses 11.1 or 11.2, the Teaching School Hub shall be responsible for paying any Fee due up to the date on which the agreement is deemed to be terminated.
- 11.4. The rights of the Teaching School Hub under this clause 11 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Service Provider as having brought the agreement to an end. Any delay by the Teaching School Hub in exercising its rights to terminate shall not constitute a waiver of these rights.

12. **Obligations upon termination**

- 12.1. On the Termination Date the Service Provider shall:
- 12.1.1. immediately deliver to the Teaching School Hub all Teaching School Hub Property and original Confidential Information which is in its or his possession or under its or his control;
 - 12.1.2. irretrievably delete any information relating to the business of the Teaching School Hub stored on any magnetic or optical disk or memory and all matter derived from

such sources which is in its or his possession or under its or his control outside the premises of the Teaching School Hub; and

- 12.1.3. if requested by the Teaching School Hub, provide a signed statement that it or he has complied fully with its or his obligations under this clause 12.1 together with such evidence of compliance as the Teaching School Hub may reasonably request.

13. Employment status

- 13.1. The relationship of the Service Provider to the Teaching School Hub will be that of independent contractor and nothing in this agreement shall render the Service Provider an employee, worker, agent or partner of the Teaching School Hub and the Service Provider shall not hold itself out as such.
- 13.2. This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Service Provider shall be fully responsible for and shall indemnify the Teaching School Hub for and in respect of any liability, assessment or claim for any employment related claim or any claim based on worker status (including reasonable costs, legal and professional fees and expenses incurred) brought by the Service Provider against the Teaching School Hub arising out of or in connection with the provision of the Services.
- 13.3. The Teaching School Hub may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Service Provider.

14. Tax status

- 14.1. The Teaching School Hub is a public authority as defined in the Freedom of Information Act 2000. Accordingly, the Teaching School Hub has assessed whether the Engagement is "deemed employment" for the purposes of the IR35 Public Sector Rules using the government's Employment Status Service tool (the Assessment). The outcome and questions answered as part of the Assessment is at Schedule 2, if deemed applicable.
- 14.2. The Teaching School Hub and the Service Provider agree that the information inputted into the Employment Status Indicator, as detailed at Schedule 2, is accurate to the best of its knowledge and understanding.

Where the Engagement is within IR35, as defined in Schedule 2,

- 14.3. Where the result of the Assessment is inconclusive or that the Engagement is one of deemed employment, the Teaching School Hub will therefore make deductions of income tax and National Insurance contributions. For the avoidance of doubt, the Fee is a gross sum, and the Service Provider will therefore receive a net sum once deductions at the applicable rate have been made in accordance with the IR35 Public Sector Rules and relation tax legislation in force from time to time.
- 14.4. The Service Provider shall procure that they provide immediately on request by the Teaching School Hub all information needed to allow deductions via the Teaching School Hub's payroll to be made.
- 14.5. At the end of each tax year and/or on termination of the Engagement, the Teaching School Hub shall provide the Service Provider with a P60 showing taxable salary and deductions.
- 14.6. For the avoidance of doubt, the "deemed employment" tax status of the Engagement has no bearing on the employment status of the Service Provider.

Where Engagement is outside IR35, as defined in Schedule 2,

- 14.7. The result of the Assessment is that there is no deemed employment relationship. The Teaching School Hub will therefore pay the Service Provider's invoices in accordance with clause 5 without deduction of income tax or National Insurance contributions.
- 14.8. In the event HMRC makes any allegation or claim against either the Teaching School Hub or the Service Provider that the arrangement is deemed employment for the purposes of the IR35 Public Sector Rules, the Service Provider shall:
- 14.8.1. in the case of such notification or claim to the Service Provider, as soon as reasonably practicable, give written notice of the claim to the Teaching School Hub, specifying the nature of the claim in reasonable detail;
 - 14.8.2. not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Teaching School Hub;
 - 14.8.3. give the Teaching School Hub and its professional advisers access at reasonable times (on reasonable prior written notice) to their premises and to its officers, directors, employee, agents, representatives, or advisers and documents so as to enable the Service Provider and its professional advisers to assess the claim;
 - 14.8.4. subject to the Teaching School Hub providing security to the Service Provider's reasonable satisfaction against any claim, liability, cost, expenses, damages or losses which may be incurred, take such action as the Teaching School Hub may reasonably request to avoid, dispute, compromise or defend the claim.
- 14.9. The Service Provider shall indemnify the Teaching School Hub in respect of any costs, losses, liability arising out of the Service Provider's failure to comply with clause 14.8.
- 14.10. The Teaching School Hub may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Service Provider.

In both cases:

- 14.11. The Teaching School Hub will review the tax status of the Engagement entirely at its discretion at regular intervals, including re-assessment via the Employment Status Service or such other assessment method it considers appropriate or is in place from time to time (Re-assessment) and shall comply with the requirements of the IR35 Public Sector Rules at all times. The Service Provider shall fully co-operate in this and shall promptly provide full and accurate information as reasonably requested by the Teaching School Hub for the purpose of the re-assessment.

15. **Notices**

- 15.1. Any written notice required to be served in accordance with this agreement will be properly served if, in the case of a notice addressed to the Teaching School Hub, it is either handed, sent by first class post, or emailed to, or, in the case of a notice to be given by the Teaching School Hub, it is handed to the Service Provider personally, or emailed or sent by first class post to the Service Provider. Notices sent by email will be deemed to have been received at the time of transmission. Notices sent by post will be deemed to have been received and served on the first day after posting.

16. **Entire agreement**

- 16.1. Each party on behalf of itself acknowledges and agrees with the other party that:
- 16.1.1. this agreement constitutes the entire agreement and understanding between the Service Provider and the Teaching School Hub and supersedes any previous

agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);

16.1.2. the only remedy available to it for breach of this agreement shall be for breach of contract under the terms of this agreement. Nothing in this agreement shall operate to limit or exclude any liability for fraud.

17. Variation

17.1. No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

18. Counterparts

18.1. This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19. Third party rights

19.1. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

19.2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

20. Governing law and jurisdiction

20.1. This agreement shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.