

**SUPPLYBANK (TEACHING PERSONNEL LIMITED)**

Supplier Schedule – GCA RM376

Service Level Agreement and KPI's

Fee and Transfer Fee Provisions

This schedule governs all Service Level Agreements, KPI's and fees payable between SupplyBank (MSP) and the Supplier, including Temporary Worker fees, Transfer Fees, and Permanent and Fixed Term Recruitment Fees. It is self-contained. The Supplier is not a party to any framework contract and no such contract is incorporated herein.

How to read this schedule

"Supplier" means the sub-agency. "MSP" means SupplyBank (Teaching Personnel Limited). "Client" means the school, academy trust or other educational establishment that has engaged SupplyBank as managed service provider. Defined terms are set out in clause 1.

SCHEDULE 1 – Service Level Agreement / KPI's

1. Service Level Supplier Response Timescales

1. 1 The following table outlines the expected maximum response time to a Client's booking request for a Temporary Worker, depending on when the Client requires the Worker to commence work:

Commencement Time from Placing Booking	Maximum Response Time
Less than 12 hours	15 Mins
Less than 24 hours	1 hour
Between 1 and 2 days	2 hours
Between 3 and 5 working days	4 hours
Between 5 and 10 working days	1 working day
Between 10 and 20 working days	2 working days
Greater than 20 days	3 working days

2. Key Performance Indicators

KEY PERFORMANCE INDICATOR		MEASURED BY	SERVICE TARGET
1. Communication			
1.1	Annual service review between the MSP and Supplier to review performance versus KPIs	Minutes of reviews recorded	Annually with all suppliers
2. Compliance			
2.1	Equal opportunities legislation adhered to	All preferred agencies audited on equal opportunities compliance	100%
2.2	Working time regulations adhered to	Opt outs signed by temps or hours monitored by agencies	100%
3. Invoicing			
3.1	All timesheets to be submitted on VMS no agency timesheets to be sent to Client	Complaints report	100%
4. Service			
4.1	Availability of Supplier representative	Complaints report monthly	07:00 – 18:00 hours Monday to Friday
4.2	The Supplier must inform the MSP of any direct contact between the Supplier and Hiring Manager. In addition, the Supplier will not send	Complaints report	100%

	speculative emails or make unsolicited calls to the Client		
5. Recruitment Process			
5.1	All candidates must have been qualified and must have confirmed in writing that the Supplier can represent them to the client for the specific role or utilising the unique VMS/ATS number.	Ad hoc audits	100%
5.2	Supplier must remove all company logos and Supplier's contact details from CVs.	Complaints report	100%
5.3	In accordance with the response times in listed in Clause 1 of this Schedule 1.	VMS/ATS report	100%
5.4	For Long Term and Permanent roles - CV to interview. The number of Candidates presented to the role to those who are invited to interview.	VMS/ATS report	3:1
5.5	For Long Term and Permanent roles - Interview to Offer. The number of Candidates who undertake an interview to the number which receive and offer.	VMS/ATS report	5:1
5.6	For Short Term roles – Offer to Candidates starting.	VMS/ATS report	95%
6. Worker Quality			
6.1	Number of candidates who have completed required vetting prior to engagement start date as a percentage of total starters in reporting period (any exceptions to be agreed in writing between the Parties)	VMS reports	100%
6.2	Vetting compliance - % accuracy when audited against agreed vetting standards	Audit reports	100% of audited files to be fully compliant
6.3	Percentage of Temporary Workers who are asked to leave their Assignment prior to Assignment end date due to poor feedback from client	VMS	5% or less
6.4	Assessment of hiring manager's satisfaction with worker/hire	Survey Results	Average score of 4 out of 5

SCHEDULE 2 – Fees and Transfer Fee Provisions

1. INTERPRETATION AND DEFINED TERMS

1.1 In this schedule the following terms have the meanings given below.

Term	Meaning
Assignment	means the services of a Temporary Worker supplied for a role or position to undertake work for the Client;
Conduct Regulations	The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (SI 2003/3319) as amended.
Cost of Service	The fixed daily Supplier mark-up charge agreed between the MSP and the Supplier, as set out in the applicable rate card, exclusive of pay, statutory on-costs and the MSP Fee.
Extended Hire Period	The period offered by the Supplier to the Client during which the Client may engage a Temporary Worker as a direct employee at the end of 12 Working Weeks, being a minimum of 4 Working Weeks.
MSP Fee	2.5% of the Total Charge Rate, deducted by SupplyBank from the Total Charge Rate before remitting to the Supplier.
Notice Period	A minimum of 4 Working Weeks' written notice given by the Client to the Supplier (communicated via the MSP) of its intention to engage a Temporary Worker as a direct employee.
Supplier Fee	The Cost of Service agreed between the MSP and the Supplier for the purposes of calculating Transfer Fees, exclusive of the MSP Fee.
Temp to Perm Transfer Fee	The fee payable by the MSP to the Supplier where a Temporary Worker is engaged by the Client as a direct employee in accordance with clause 4.
Temporary Worker	means a person who is suitable for an Assignment with the Client and whom the Supplier has provided through the MSP for the purpose of carrying out the Assignment.
Total Charge Rate	(A) Pro-rated Pay + (B) Statutory Employment On-Costs + (C) Cost of Service, as set out in clause 2.2.
Transfer Fee	A Temp to Perm Transfer Fee or a Work-seeker Transfer Fee as applicable.
Vendor Management System (VMS)	The technology platform operated by SupplyBank through which the Supplier submits charge rates, records booking confirmations, and processes timesheets.
Work-seeker	A person placed on a Fixed Term or permanent basis by the Supplier acting as an Employment Agency and engaged directly by the Client.
Work-seeker Transfer Fee	The fee payable by the MSP to the Supplier where a Work-seeker placed on a Fixed Term basis is subsequently employed permanently by the Client, in accordance with clause 6.
Working Week	A period of 5 consecutive Working Days.

2. TEMPORARY WORKER FEES

- 2.1** The Supplier acknowledges and agrees that fees paid by the MSP for Temporary Workers shall comprise the fees agreed between the parties for the Services in accordance with the provisions of this schedule.
- 2.2** The Supplier's total charge rate submitted in the Vendor Management System (VMS) for each Temporary Worker shall include all of the following elements:

A | Pay

- 2.2.1** Calculated on an hourly basis using a standard day of 6.5 hours, inclusive of rolled-up Holiday Pay.
- 2.2.2** Any time worked beyond or below 6.5 hours must be pro-rated as follows:
revised day pay = (daily rate ÷ 6.5) × hours worked.
- 2.2.3** Half-day pay is calculated at 55% of the full daily pay rate.

B | Statutory Employment On-Costs

- 2.2.4** Applied to the calculated pay value at their actual statutory rates. The statutory on-costs comprise:
- 2.2.4.1** Employer's National Insurance Contributions, at the rate applicable to the Temporary Worker's earnings above the secondary threshold;
 - 2.2.4.2** Auto-enrolment pension contributions at the statutory minimum employer rate; and
 - 2.2.4.3** Apprenticeship Levy, where applicable.

C | Cost of Service

- 2.2.5** A fixed daily charge, capped at the maximum agreed with the Client as set out in the applicable rate card.
- 2.2.6** The Cost of Service must not increase due to extended hours.
- 2.2.7** For half-day bookings, the Cost of Service is reduced to 55% of the daily value.
- 2.2.8** The Cost of Service is applied once per booking day only.

D | MSP Fee

- 2.2.9** The MSP Fee equals 2.5% of the overall charge to the client and deducted at source.
- 2.2.10** The MSP Fee shall be deducted from the Total Charge Rate and shall be deemed to form part of, and not be additional to, the Supplier's Cost of Service. Accordingly, the Supplier's Cost of Service shall not cause the Total Charge Rate to exceed the maximum level specified in the applicable rate card.

2.2.11 For the avoidance of doubt, the Supplier shall not submit, and the MSP shall not be obliged to accept, any charge rate that would result in the application of the Cost of Service exceeding the maximum level specified in the applicable rate card.

2.3 Following the completion of a Temporary Worker's initial 12 Working Weeks of Assignment with the same Client, the agreed Cost of Service shall be subject to a reduction of 1.5%.

Table 1 – Example Calculation of a PAYE Worker Bill Rate to the Client

In these examples a Cost of Service cap of £35 per day has been applied, based on a 6.5 hour standard day. Statutory on costs shown at an assumed 18% for illustrative purposes only; actual rates will vary.

	(A) Pay	(B) On-Costs (18% assumed)	(C) Cost of Service	(D) MSP Fee 2.5%	Total Bill Rate
Pre 12 Weeks — Full Day	£100.00	£18.00	£31.27	£3.73	£153.00
Pre 12 Weeks — Half Day	£60.00	£10.80	£19.25	£2.20	£90.05
Post 12 Weeks — Full Day	£100.00	£18.00	£34.47	£3.72	£152.47
Post 12 Weeks — Half Day	£60.00	£10.80	£18.96	£2.19	£89.76

Total bill rate excludes VAT. Statutory on costs (B) are shown at 18% for illustrative purposes only and will vary by worker earnings level. Actual on costs are invoiced at their true statutory rates.

2.4 Where the Agency Worker Regulations 2010 apply, the Temporary Worker will receive the required comparator rate from the Client at week 12 of the Assignment. The total bill rate will be recalculated covering on-costs, Supplier mark-up and the MSP Fee. The Supplier is responsible for monitoring AWR qualifying periods and must notify the MSP in writing at least 2 Working Weeks before the end of week 10 of each Assignment to enable timely recalculation and Client notification.

2.5 The Supplier shall be responsible for conducting vetting and screening of all Temporary Workers to the Client's required standards and policies. There is no additional fee for this service; it is included within the Cost of Service.

3. EXTENDED HIRE PERIOD

3.1 The Supplier may only charge a Temp to Perm Transfer Fee in accordance with clause 4 where the Client has first been given the option by the Supplier, communicated via the MSP, to engage the Temporary Worker as a direct employee at the end of an Extended Hire Period of not less than 4 Working Weeks at the rate applicable at the time.

- 3.2** The Supplier cannot charge a Temp to Perm Transfer Fee where the Assignment's duration is 12 Working Weeks or more, provided the Client has given the appropriate Notice Period of at least 4 Working Weeks.
- 3.3** For the avoidance of doubt, the Client may provide the Notice Period at any point up to the end of Working Week 8 of an Assignment and transfer the Temporary Worker without a Temp to Perm Transfer Fee at the end of Working Week 12.
- 3.4** The Supplier may only charge a Temp to Perm Transfer Fee if, during the most recent Assignment, the Client has been made aware in writing by the Supplier (via the MSP) of the possibility of a Transfer Fee and the amount that would be charged. If written notice has not been given, no Transfer Fee may be charged.

4. TEMP TO PERM TRANSFER FEES: CALCULATION

- 4.1** A Transfer Fee may only be charged where the transfer takes place within whichever is the later of:
- 4.1.1** 14 weeks from the first date of supply of the first Assignment with the Client; or
 - 4.1.2** 8 weeks from the end (the last day worked) of any Assignment.

This clause 4.1 is a mandatory provision of the Conduct Regulations. No Transfer Fee may be charged after the period in clause 4.1 has expired, and this cannot be excluded or varied by agreement.

- 4.2** Once the period in clause 4.1 has expired, no Transfer Fee is payable.
- 4.3** For this rule to apply, the Assignment must have ended before the transfer takes place.
- 4.4** If there has been more than one Assignment with a break of more than 42 days between Assignments, the later Assignment is taken as the first Assignment for the purposes of clause 4.1.1.
- 4.5** Where the break between Assignments is less than 42 days, the date of the first Assignment will be taken into account.
- 4.6** Where a Transfer Fee is payable, it is calculated on the Supplier Fee element of the Total Charge Rate only. Worker pay and statutory on-costs are excluded. The Transfer Fee is calculated as follows:

Scenario	Transfer Fee Calculation
Assignment less than 12 Working Weeks - no Extended Hire Period offered	Supplier Fee × remaining Working Days between transfer date and end of the 12-week period
Assignment less than 12 Working Weeks - Extended Hire Period offered but not accepted	Supplier Fee × remaining Working Days of the Extended Hire Period
Assignment 12 Working Weeks or more - no Notice Period given	Supplier Fee × 20 Working Days (equivalent to the 4 Working Weeks' Notice Period that should have been given)
Assignment 12 Working Weeks or more - Notice Period given, Extended Hire not taken up	No Transfer Fee payable
Assignment 12 Working Weeks or more - correct Notice Period given	No Transfer Fee payable (free-to-perm)

- 4.7** 12 Working Weeks or more - Notice Period given: where the Assignment is 12 Working Weeks or more and the Client has given the required Notice Period of at least 4 Working Weeks, no Temp to Perm Transfer Fee is payable.
- 4.8** 12 Working Weeks or more - no Notice Period given: where a Temporary Worker is transferred after an Assignment of 12 Working Weeks or longer with no Notice Period, the Supplier may charge a Temp to Perm Transfer Fee equal to the Supplier Fee for 20 Working Days (being 4 Working Weeks).
- 4.9** Assignment less than 12 Working Weeks - no Notice Period given: where a Temporary Worker is transferred after an Assignment of less than 12 Working Weeks with no Notice Period, the Supplier may charge a Temp to Perm Transfer Fee equal to the Supplier Fee for the remainder of the 12-week period.
- 4.10** Extended Hire Period offered but not accepted:
- 4.10.1** Where the Client did not accept the Extended Hire Period offered under clause 3.1, the Supplier may charge a Transfer Fee equal to the Supplier Fee for the remaining duration of the Extended Hire Period.
- 4.10.2** Where the Supplier did not offer an Extended Hire Period in accordance with clause 3.1, no Transfer Fee may be charged.

5. PERMANENT AND FIXED TERM RECRUITMENT FEES

- 5.1** Where a worker is employed directly as a permanent hire, the fee will be calculated at 10% of the Engaged Candidate's base salary received from the Client for the period of 12 calendar months from the date of commencement of employment with the Client.

- 5.2** The MSP will pay the Supplier the fee calculated under clause 5.1 less the 2.5% MSP Fee. For example, if the fee to the Client is £3,500, the MSP Fee is £87.50 (2.5%) and the Supplier receives £3,412.50.
- 5.3** For the purpose of this clause 5, “Base Salary” means:
- 5.3.1** annual gross base salary only, excluding bonus, on target earnings, company car, car allowance, share scheme, benefits and the like; and
 - 5.3.2** the salary as agreed and confirmed in writing between the Client and the worker at the point of engagement.
- 5.4** The fee chargeable for a Fixed Term Appointment shall not exceed the 10% of the annual salary, pro rata by the duration of the period of the appointment. The fee chargeable shall not:
- 5.4.1.** Be less than the 10% of the annual salary pro rata by 3 months;
 - 5.4.2.** Be more than 10% of the annual salary over a full 12 month period (for the avoidance of doubt, if the period of the fixed term appointment exceeds 12 months then no further fees are payable by the Client)
- 5.5** Work-seeker Transfer Fee - Fixed Term Assignments subsequently made permanent:
- 5.5.1** If a Client wishes to employ the Worker-seeker who starts out as Fixed Term on a Permanent basis, then the Supplier may charge a Work-seeker Transfer Fee equal to the difference between the agreed fee payable for the Fixed Term Worker-seeker and the fee which would have been payable had the Work-seeker worked for a period of 12 months (or 3 full school terms) for the Client.
 - 5.5.2** The Work-seeker Transfer Fee is due if the Work-seeker is appointed permanently at any time up to 6 months after the end of the Fixed Term Assignment.
 - 5.5.3** For the avoidance of doubt, the maximum Supplier Fee a Supplier shall charge for a Fixed Term Assignment shall be equal to the total fee payable for Permanent appointment, a period of 12 months (or 3 full school terms), irrespective of the length of the Assignment

6. DIRECT PLACEMENT

- 6.1** In the event that a Temporary Worker or Permanent Worker is placed directly with the Client without prior written agreement of the MSP, it shall be deemed non-compliance and may lead to termination of this schedule in accordance with the terms of the Supplier Agreement.
- 6.2** Where a Temporary Worker or Work-seeker is engaged directly by the Client as an employee following an independent application through the Client’s publicly advertised recruitment procedures, no Transfer Fee or Introduction Fee is payable by the MSP to the Supplier.

7. MSP FEE DEDUCTION AND PAYMENT OF TRANSFER FEES

- 8.1** Where a Transfer Fee is payable under this schedule, the MSP will pay the Supplier the Transfer Fee calculated in accordance with clause 4 or clause 5 (as applicable), less the MSP Fee of 2.5%.
- 8.2** The Transfer Fee base is the Supplier Fee as defined in clause 1.1 (the Cost of Service exclusive of the MSP Fee). The 2.5% MSP Fee deduction is applied to the Transfer Fee amount, not to the Supplier Fee used in the calculation.
- 8.3** The MSP will pay Transfer Fees within 30 days of receipt of a valid invoice from the Supplier, subject to being satisfied that the Transfer Fee has been correctly calculated in accordance with this schedule.
- 8.4** Transfer Fees are subject to VAT at the applicable rate. The Supplier must issue a valid VAT invoice addressed to SupplyBank (Teaching Personnel Limited).