



The Brilliant Club – Tutor Agreement

The Brilliant Club (TBC) exists to increase the number of students from less advantaged backgrounds progressing to the most competitive universities. We do this by mobilising the PhD community to share its academic expertise with non-selective state schools. Through The Scholars Programme (TSP), Join the Dots (JtD) and our Access and Success Projects (ASPs), The Brilliant Club recruits, trains and places doctoral and postdoctoral researchers in schools and universities to deliver programmes of in person or virtual tutorials. For The Scholars Programme, these are university-style tutorials, supplemented by one university trip or virtual equivalent. For Join the Dots, these are a combination of group study skills sessions and 1-1 support sessions for individual students. For our Access and Success Projects, these vary and further information on the project will be provided at the time of sign-up.

This Agreement enables you – as a Brilliant Club Tutor – and us (The Brilliant Club) to be clear about our relationship, what we expect of you as a Tutor and what you can expect of us once you sign this Agreement and become a Tutor. The full terms of this Agreement are set out in the rest of this document and in the The Brilliant Club Tutor Manual.

As a Tutor for The Brilliant Club, you agree to:

- Complete your availability form in line with our communicated deadlines to tell us before each term whether you wish to be placed as a Tutor that term and, if so, when you are available to deliver tutorials.
- Before your first term, and when required thereafter, supply us with information, documents and referee contact details to enable us to undertake required pre-employment checks on you. These will include reference checks, Disclosure and Barring Service checks, Right to Work checks and, Teachers Regulatory Authority checks.
- Before you deliver your first placement, complete the necessary training, including all the relevant modules of the Researcher Development Programme for the type of placements you will be undertaking.
- Complete all safeguarding training ahead of delivering any placements, including specific guidance on online delivery, if this is how you will be delivering your placement.
- Complete all data protection training ahead of delivering any placements, paying particular attention to methods of communication and recipients.
- Follow The Brilliant Club's [Safeguarding Policy and Procedures](#) and [Safer Recruitment Policy](#); read any updates to the policy that we send and follow the safeguarding training we will give you at all times.
- Keep your professional development as a Tutor current by completing one module of Continuous Professional Development in each academic year that you undertake placements.
- If you are designing a handbook for your Scholars Programme course or an Access and Success Project, submit your draft and incorporate any feedback by the deadlines we provide.
- Deliver tutorials and mark pupil work to a high standard and within agreed timelines, reflect on and refine your teaching practice and be open to feedback from Brilliant Club staff.
- Record students' attendance at tutorials, and baseline and final assignment marks for The Scholars Programme, Join the Dots, or an Access and Success Project, using the systems and protocols we provide and in line with the timelines indicated in your manual.
- Behave professionally – in particular, by responding to communications from us by stated deadlines and by following any instructions or requirements set out by Brilliant Club staff or by schools where you are placed. This includes following our financial procedures and processes when submitting expenses.



- For The Scholars Programme, deliver a launch event and 7 tutorials for each of your placements at the times and dates which we will agree with you in advance.
- For Join the Dots, deliver 3 group sessions, 8 1-1 sessions, and 8 2-1 sessions for each of your placements within the timeframe given to you in advance.
- For Access and Success Projects, deliver a specified number of tutorials for each of your placements at the times and dates which we will agree with you in advance.
- Commit to the placements you have agreed to; withdrawing after accepting a placement (without extenuating circumstances) will likely mean we cannot offer you future work with us and may withdraw you as a Tutor.
- If you are offered a second placement (on any programme) after accepting an initial placement, this offer is subject to you upholding your commitment to the first accepted placement. You may not withdraw from the first placement in order to accept a second offer.
- Inform us if you intend to drive as part of your work with us and follow our [driving for work policy](#) and notification procedure.

In return, The Brilliant Club will:

- Provide high-quality training, support, and feedback to help you become and develop as a Brilliant Club Tutor.
- Contact you ahead of each term to determine your availability to be placed as a Tutor.
- Organise the logistics of any placements you accept with the school and provide ongoing support and advice via your Programme Officer.
- Provide you with resources to support placements, including printed course handbooks for students and, for The Scholars Programme and some Access and Success Projects, an online system to facilitate communication with students outside tutorials.
- Pay you a fixed stipend for each placement or project you complete, as outlined in the Pay section of the Tutor Manual or in your guidance specific to an Access and Success Project.
- Pay your travel expenses in line with our expenses policy (Appendix 2 in the Tutor Manual).
- Pay for an enhanced DBS/PVG/AccessNI check, or equivalent overseas check if required.
- Conduct a TRA Barred List Check.

By signing I confirm that I have read and agree to all the terms of this Agreement:

Signed on behalf of The Brilliant Club:	<i>S. Whigham</i>
Tutor Name:	To be verified by web form
Tutor Signature:	To be verified by web form
Date:	To be verified by web form

Terms and Conditions

These are the terms and conditions of your Agreement with The Brilliant Club, a registered charity with company number 07986971 and registered charity number 1147771, whose registered office is at 17th Floor Millbank Tower, 21-24 Millbank, London, England, SW1P 4QP ("The Brilliant Club"); however, other key information is set out in the TSP Tutor Manual, which you should read.

Core terms



1. This Agreement governs your engagement from time to time by The Brilliant Club as a Tutor on **The Scholars Programme, Join the Dots, and/ or an Access and Success Project**. It is not an employment contract. Legally, The Brilliant Club considers you to be a worker and confirms that you are entitled to workers' rights.
2. This Agreement does not create any obligation on The Brilliant Club to provide work and you have no obligation to accept any work offered. Each offer of work which you accept shall be treated as an entirely separate and severable engagement (a **placement**). If you are offered more than one placement, or placements in consecutive terms, that does not mean that you have any legal right to regular work with The Brilliant Club.
3. Your work for The Brilliant Club in respect of each placement will begin on the date when you first undertake work in respect of your placement and will end on the day when you complete your work in respect of that placement. No previous work for The Brilliant Club, whether on a placement or otherwise, will count towards any period of continuous employment.
4. There is no probationary period in respect of your work under this Agreement.
5. Any changes to the terms of this Agreement must be made in writing and signed by both you and The Brilliant Club. Any future acceptance of a Scholars Programme, a Join the Dots placement, or an Access and Success Project placement is deemed to be acceptance of the terms and conditions within this Agreement, unless you have expressly agreed to an updated version. You confirm that you have read and understood the contents of this document and have had the opportunity to take advice where necessary.
6. This Agreement and the accompanying Brilliant Club Tutor Manual is intended to fully reflect the intentions and expectations of both parties. In the event of any dispute regarding your engagement with The Brilliant Club, this Agreement shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a temporary work relationship.

Legal checks when you work as a Tutor

7. You confirm that you are legally entitled to work in the UK without any additional immigration approvals and agree to notify The Brilliant Club immediately if you cease to be so entitled.
8. The Brilliant Club needs you to pass an enhanced Disclosure and Barring Service (DBS) check (England and Wales placements), PVG check (Scotland placements) or AccessNI check (for Northern Ireland placements) and relevant Children's Barred List checks/ TRA Barred List checks. If you have lived overseas for more than 3 months in the year preceding your acceptance as a Tutor, we will also require an overseas police check or nearest equivalent. You must inform The Brilliant Club if there are any changes to your circumstances which could affect your DBS status (for example, criminal convictions, cautions or ongoing investigations). In line with safeguarding best practice, The Brilliant Club also needs at least 2 references to confirm your suitability for work with children. You must provide the information and documentation necessary to complete these checks.

Work, pay, leave and expenses

9. The work we expect you to complete for each placement that you accept is set out above and described in further detail in the Brilliant Club Tutor Manual. Your hours of work will be partly determined by the requirements of your placement school, with the remainder of your work being completed flexibly, to predetermined deadlines.
10. Your main place(s) of work will be any school(s) with which you accept a placement, although some other travel may be required. Any work for a placement that is not the direct delivery of face-to-face tutorials including aspects such as marking assignments and planning for tutorials can be done from a location of your choice, including your



own home. You will not be required to work outside of the UK in the course of your work under this Agreement.

11. You will be paid a stipend for each placement you complete as a Tutor on a monthly basis throughout your placement. Payments will be distributed according to the national placement average of tutorials for each programme delivered up to the end of respective months. This may not perfectly reflect your own number of tutorials delivered. The amount is set out in the Brilliant Club Tutor Manual and you will be notified of any changes to this amount so that you can decide whether to accept any future placements.
12. If for any reason we have been unable to find an appropriate placement for you once all placements for the year have been allocated, but you have completed a course design template, then you will be paid for your time by April of the same academic year.
13. You are entitled to paid time off (annual leave) at the statutory minimum accrual rate of 20 days per annum (pro rata) plus bank holidays, which you must ensure you take each year. Further details are set out in the Tutor Manual.
14. If you do not complete all of your responsibilities as a Tutor (set out in this Agreement and the Brilliant Club Tutor Manual), The Brilliant Club reserves the right to terminate your placement(s) and withhold payment of all or part of your stipend.
15. If a school withdraws from a placement part way through, we will pay you a sum that reflects the work you have done to date. If a placement school withdraws from a placement before tutorials begin, we will make every effort to place you with another school either in the same term, or a subsequent term.
16. The Brilliant Club will reimburse you for expenses wholly, exclusively and necessarily incurred as part of your placement in line with the procedures set out in the Brilliant Club Tutor Manual. Please ensure that you familiarise yourself with the necessary processes required to submit your expenses claim correctly. Failure to do so may result in a delay to your expenses claim being approved and paid.

Sickness

17. If you have accepted a placement but are subsequently unable to attend the required training, or an in-school tutorial due to sickness, you must follow the procedure set out in the Brilliant Club Tutor Manual. If you satisfy the qualifying conditions laid down by law, you will be entitled to receive statutory sick pay (SSP) in respect of any period of sickness or injury during a placement, but you will not be entitled to any other payments from The Brilliant Club.

Pension

18. The Brilliant Club will comply with the employer pension duties in respect of you, the Tutor in accordance with Part 1 of the Pensions Act 2008. All eligible Tutors will be automatically enrolled into The Brilliant Club's designated stakeholder pension scheme ("the Scheme"). Full details of the Scheme are available from the Finance Team.

Grievance

19. If you have any issues or concerns with your experience as a Brilliant Club Tutor, you should raise these with your Programme Officer. If the Programme Officer is unable to resolve the issue, they will promptly refer it to the relevant Programme Manager at The Brilliant Club who will meet or speak with you to try and resolve the matter.
20. If you are unable to resolve such an issue with your Programme Officer or Programme Manager, and wish to make a formal complaint, you can follow The Brilliant Club's complaints procedure at: [Complaints-Procedure-2022.pdf \(thebrilliantclub.org\)](https://thebrilliantclub.org/Complaints-Procedure-2022.pdf)

Data protection



21. The Brilliant Club collects and processes personal information about all our workers for employee administration and general management purposes. From time to time, we will ask you to provide personal information for these purposes. In particular, the information will enable us to administer the payroll system, holiday, sickness, and other absence records, to operate our communications systems and to comply with our legal obligations before, during and after your employment. Occasionally, the information we collect may include sensitive data relating to your health and data held for equal opportunities monitoring purposes. Where we collect this type of information, it will be based on your explicit consent only.
22. By accepting a placement, you are agreeing that The Brilliant Club may share your contact details (such as your email address and mobile phone number) with the school(s) who you work with in each term. We share this information pursuant to our legitimate interests, namely, to enable the proper administration of the programme.
23. The Brilliant Club may share some of your personal information with legal and regulatory authorities, to accountants, auditors, lawyers, other outside professional advisers, and business contacts, and to other parties which provide products or services to The Brilliant Club (such as IT systems suppliers and payroll administrators). We may also be required to disclose worker data to project funders for the purpose of audit.
24. We will retain all data for a period of 6 years after you have left The Brilliant Club.
25. By law you have certain rights in relation to your personal information such as the right to access your information, the right to object to the processing of your information, and the right to tell us to modify your information if it is out of date. If we process any information based on your consent, you also have the right to withdraw your consent at any time. If you wish to exercise any of your rights, please write to us at dpo@thebrilliantclub.org. You also have the right to lodge a complaint with the UK Information Commissioner's Office by visiting this link - <https://ico.org.uk/make-a-complaint/>.

Confidential information

26. For the purposes of this clause, confidential information means any information about The Brilliant Club, placement schools, students and/or parents of placement schools or any other matter which you learn in the course of your placement, and which is not in the public domain (other than as a result of your breach of this Agreement). You shall not (except in the proper course of your duties), before, during or after a placement, divulge to any person (or publish in any form) or otherwise make use of (and shall use your best endeavours to prevent the publication or disclosure of) any confidential information concerning the affairs of The Brilliant Club or its trustees, officers, employees, workers or staff or of any placement school, or its students, parents, governors, directors, officers, employees, workers or staff.
27. Nothing in this Agreement shall restrict your rights in making a protected disclosure under the Employment Rights Act 1996. If you have a particular grievance, concern, disclosure or information of a particularly sensitive nature or you have reasonable grounds to believe that The Brilliant Club has committed a crime, a miscarriage of justice or a breach of health and safety or environmental legislation, you should raise this in the first instance with The Brilliant Club.

Brilliant Club property

28. Intellectual property in any materials you create during the course of a placement, including a course handbook, if you design one, are the property of The Brilliant Club. You will retain any base intellectual property rights over your own research; however, you grant The Brilliant Club an irrevocable license in perpetuity to use any course handbook or materials you create in connection with its charitable purposes. The Brilliant Club retains any and all applicable intellectual property rights over the Scholars Programme



course handbook format and, as such, you may not adapt or reuse any Scholars Programme course handbook for any other purposes without the prior permission of The Brilliant Club.

29. All documents, manuals, hardware and software provided for your use by The Brilliant Club, and any data or documents produced, maintained or stored on The Brilliant Club's computer systems or other electronic equipment, remain the property of The Brilliant Club. You must return them if requested to.

Termination

30. If you no longer wish to be considered for work as a Tutor, you should contact The Brilliant Club directly at: Tutorhr@thebrilliantclub.org.
31. The Brilliant Club may terminate this Agreement subject to minimum statutory notice periods by informing you of this in writing. On termination of this Agreement (howsoever caused) you will not be entitled to any further payments from The Brilliant Club other than any outstanding stipend or expenses payments.

Governing law

32. This Agreement will be governed by the law of England and Wales.