



The Brilliant Club – Tutor Agreement

The Brilliant Club (TBC) exists to increase the number of pupils from less advantaged backgrounds progressing to the most competitive universities. We do this by mobilising the university community to share its academic expertise with non-selective state schools. 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 Make your Mark (MyM) Tutor Manual.

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

- Tell us when you are available to attend training and deliver tutorials.
- 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 and right to work checks.
- Before you deliver your first placement, complete the necessary training.
- Complete all safeguarding training ahead of delivering any placements, paying attention to that relating to the delivery of online tutorials if that is your mode of delivery in a given term.
- 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.
- Deliver tutorials and monitor pupils' progress to a high standard, reflect on and refine your teaching practice and be open to feedback from Brilliant Club staff.
- Record pupils' attendance at tutorials, and any assessments, using the systems and protocols we provide.
- Behave professionally – in particular, by responding to communications from us in a timely manner, and by following any instructions or requirements set out by Brilliant Club staff or by schools where you are placed.
- Deliver in person and online tutorials as per the schedule finalised with you.
- Commit to the placements you have agreed to; withdrawing ahead of a placement starting (without extenuating circumstances) will be noted on our records and will be taken into account when offering future placements.
- If you are offered a second placement 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 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 terms when Make your Mark placements are running 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 PowerPoint presentations to teach the course.
- Pay you a fixed payment amount for each placement you complete, as outlined in the Pay section of the MyM Tutor Manual.
- Pay your travel expenses in line with our expenses policy.
- 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 Fivefields, 8-10 Grosvenor Gardens, London, SW1W 0DH ("The Brilliant Club"). By signing this, you confirm that you have also read the MyM Tutor Manual and agree to the information contained therein.

Core terms

1. This Agreement governs your engagement from time to time by The Brilliant Club as a tutor on **Make your Mark Programme**. 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 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 MyM 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. The Brilliant Club needs you to pass a Right to Work in the UK check. You agree to notify The Brilliant Club immediately if you cease to be so entitled.
8. The Brilliant Club needs you to pass an enhanced or basic 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. We may also need to conduct an overseas police check.
9. Full details of additional required legal checks can be found in the Tutor Manual.

Work, pay, leave and expenses.

10. The work we expect you to complete for each placement that you accept is set out above and described in further detail in the MyM 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.
11. Your primary workplace will be your home, although you will be required to travel for work, including to any school(s) where you accept a placement. Any tasks not involving direct face-to-face tutorials, such as marking assessments and preparing for tutorials, can be completed from any location of your choice, including your home. You will not be required to work outside of the UK in the course of your work under this Agreement.
12. You will be paid for each placement you complete as a Tutor monthly throughout your placement. The hours required, as well as the payment amounts for each placement, are set out in the MyM Tutor Manual. You will be notified of any changes to this amount so that you can decide whether to accept any future placements.



13. You are entitled to holiday pay which has been calculated and included in the pay that you will receive under clause 5 above. Further details of how this is calculated are set out in the Tutor Manual.
14. If you do not complete any of your responsibilities as a Tutor (set out in this Agreement and the MyM Tutor Manual), The Brilliant Club reserves the right to terminate your placement(s) and withhold payment of all or part of your placement pay.
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.
16. The Brilliant Club will reimburse you for expenses, exclusively and necessarily incurred as part of your placement in line with the procedures set out in the MyM 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, please inform us as laid out in the MyM 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: <https://thebrilliantclub.org/complaints-procedure>

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 retain different types of data about you for different periods, depending on what it is and why we need it. Full details of the data we collect about you and how long this is kept for, are detailed in our data deletion and retention policy. A copy of this policy is available upon request from 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, pupils 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 pupils, 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. 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

29. If you no longer wish to be considered for work as a Tutor, you should contact The Brilliant Club directly at: tutorhr@thebrilliantclub.org.
30. 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 placement pay or expenses payments.

Governing law

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

