The Brilliant Club Tutor Manual: Make your Mark

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Welcome to The Brilliant Club

We're delighted to have you working with us in 25-26!

Please read this manual carefully and save it somewhere you can refer to; it's full of useful information to help you to manage your placements and get the most out of working with us.

If you'd like to let colleagues know you're now a Brilliant Club Tutor, and spread the word about all the benefits of working with us, you can do the following:

- Add the role to your **LinkedIn profile**
- Mention us on your **Twitter/X profile** – our handle is @BrilliantClub

Contacting The Brilliant Club

- For most questions, please **email makeyourmark@thebrilliantclub.org**
- If you are unable to contact the Make your Mark team and you need to speak to someone urgently, **call The Brilliant Club's head office on 020 3758 3991.**
- Queries about expense claims should be directed to The Brilliant Club's Finance Team: finance@thebrilliantclub.org.
- Queries about onboarding or safer recruitment checks should be directed to The Brilliant Club's HR Team: tutorhr@thebrilliantclub.org.

Key Responsibilities of Brilliant Club Make your Mark Tutors

This manual will detail key responsibilities and expectations of Brilliant Club Tutors. These include, but are not limited to, the following.

Key Responsibilities of Brilliant Club Tutors:
Completing pre-work safer recruitment checks, including Right to Work, DBS and reference checks.
Completing availability forms when requested.
Reading and following all relevant policies shared by The Brilliant Club.
Completing The Brilliant Club's Tutor Training.
Familiarising yourself with programme resources.
Honouring your commitment to placements once you accept them.
Submitting student marks by set deadlines.
Submitting student registers by set deadlines.
Meeting any other work deadlines set by The Brilliant Club.
Communicating effectively with The Brilliant Club staff i.e. your Programme Officer.
Completing end of term surveys.
Reporting any Safeguarding concerns.
Behaving professionally and appropriately for work with children and young people.

Terminology

Please see a list of the terms and definitions we will use in this manual, below.

General Terminology

Term	Definition
Tutor	An undergraduate or postgraduate student who, following a rigorous assessment process, has been selected to deliver one of The Brilliant Club's programmes.
Placement Payment	This is the set amount you will be paid for completing a placement; the exact amounts can be found later in the manual for different placement types.
Tutor Training	The learning modules Tutors need to complete to prepare for delivering a programme (more detail is outlined in the Training section).
Tutor Zone	The Brilliant Club's Tutor platform – used for new Tutor onboarding and safer recruitment checks.
Tutorial	Over the course of a Make your Mark placement, Tutors deliver 10 tutorials, using a Brilliant Club pre-designed course. These tutorials are typically held in school, but can be online in exceptional circumstances, depending on the placement agreed with the school.
Programme Officer	A tutor's main Brilliant Club point of contact for each placement. Your Programme Officer will offer you a placement and manage all logistics of your placement/s, as well as correspondence between you and the school/s.
Safeguarding	The action that is taken to promote the welfare of children and protect them from harm. Our Safeguarding Policy outlines this in more detail.
Key Stage (KS)	Key Stages are the different blocks of the English school curriculum, related to the age and year group of students, and therefore what curriculum content and skills they should be learning. • Key Stage 1: Years 1-2 (5-7 years old) • Key Stage 2: Years 3-6 (7-11 years old) • Key Stage 3: Years 7-9 (11-14 years old) • Key Stage 4: Years 10-11 (14-16 years old) • Key Stage 5: Years 12-13 (16-18 years old) – also referred to as 6th Form
Criminal Record Check/ DBS check	The Brilliant Club will check your criminal record as required by Keeping Children Safe in Education guidelines. This is called a Disclosure and Barring Service (DBS) check. For most roles we request an enhanced DBS check because you'll be working with children.
Friends of The Brilliant Club	Friends of The Brilliant Club is the charity's wider community network and is made up of Tutors, teachers, university professionals, former students, supporters, and anyone who is interested in finding out more about our work. We host three events a year, and all are welcome to attend. To sign up to our newsletter, click here.

The Make your Mark Programme

The Make your Mark programme has been created to boost attainment for less advantaged students. Students from less advantaged backgrounds are 18 months behind their more advantaged peers by the time they take their GCSEs. This has a significant impact on their chances of progressing to university, as attainment is the biggest predictor of whether a student will enter higher education (HE). Make your Mark is targeted at **Year 10 students** because GCSE attainment is an important indicator of future participation in HE. Students will take part in **10 1-hour tutorials** delivered by a trained undergraduate or postgraduate tutor in small groups. The tutorials will be focused on the **English or Maths** curriculum and will explicitly teach study strategies which have been shown to improve academic achievement. These strategies have also been shown to have proven impact on attainment in other subjects.

Your role as a Tutor – pre-placement

This section and the next summarise your core responsibilities as a Brilliant Club Tutor, what you can expect and what we expect of you. It complements the terms and conditions set out in the Tutor Agreement (**Appendix 1**). Before you begin your placement, you will need to complete the following stages. This section outlines what you need to do for each stage.

Availability

We allocate placements based on two factors:

- **School requirements**: these include the location, subject stream preference and timetable availability for students to participate in the programme.

- **Tutor availability**: we look at which Tutors are available in different geographical locations and subject areas, and which have availability to deliver during the times indicated by schools.

It is important that you complete the availability form that we will send you ahead of each term that Make your Mark placements are running. This includes letting us know if you are not available.

If you have not submitted an availability form in the previous term, we will withdraw you from our records. If you indicate that you are available, we will try to match you with a suitable placement. **There is no guarantee that we will be able to offer you a placement, even if you are available for an upcoming term.**

Placement Offer and Acceptance

Your Programme Officer will email you a proposed schedule for any placements we are able to offer you. You must confirm whether you accept the placement(s), and the

associated schedule(s), by responding to the Programme Officer's email by the deadline outlined.

Once you have agreed to deliver a placement, we take this to mean you are fully committed to delivering it and we will continue planning with yourself and the school. If you subsequently withdraw, without an agreed extenuating circumstance, this 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.**

If we are unable to identify a suitable placement for you, we will let you know as soon as possible.

Tutorials

During the programme, you will teach ten tutorials. As standard, all ten tutorials will take place face-to-face in school. In exceptional circumstances, some tutorials (up to 6) may be taught online, using a Zoom account provided by The Brilliant Club. Your tutorials will be pre-designed and will include both curriculum content in either Maths or English and study strategies that pupils can use to improve their academic achievement. You will update pupils' attendance online via Tutor Zone, check their progress through the programme, and report any issues or concerns to your programme officer and lead teacher in a timely manner.

Training

All tutors are required to take part in our training programme before the start of their placement. This training and support will give you everything you need to undertake successful placements with pupils. There will be 3 hours of live training, 1 hour pre-recorded safeguarding and data protection, and 2.5 hours of independent preparation time.

Your role as a Tutor – on placement

Safeguarding children and young people

Safeguarding children and young people is the charity's highest priority. We will only allow Tutors to enter schools unsupervised if you have passed all the required safer recruitment checks, completed the mandatory safeguarding training and have agreed to The Brilliant Club's Safeguarding Policy and Procedures. You will receive training on how to follow this policy, which you must adhere to at all times, and on safeguarding good practice as it applies to your role. As part of our safer recruitment checks, you will have a DBS certificate processed, and you should always take this into school (or other placement venue) with you, along with your Photo ID. Please **refer to** 'Pre-placement safer recruitment checks' for more details.

As you prepare for your placement, please remember that you **must not contact students outside of Tutorials through any means**. You must never give students access to your professional or personal email addresses, telephone numbers or social media. You should never create or access drives that are shared with students, as personal information could be accessible in this way. If a student contacts you using any means, you must inform your

Programme Officer and The Brilliant Club's Safeguarding team (safeguarding@thebrilliantclub.org) immediately and you must not reply to the student. If anyone else – for example, a parent – contacts you about a student on the programme, you should not reply to them, but inform your Programme Officer immediately. You must also ensure that all device content used in the school building is safe and appropriate for children. In addition to the Safeguarding Policy, The Brilliant Club also has a policy for supporting students who are gender transitioning.

In-school or virtual Tutorial delivery

Your Programme Officer will arrange the dates and times for the in-school or virtual tutorials, taking account of your indicated availability and the school's. As set out above, you will be asked to agree to these times and dates before the start of the placement (as will the school). You must arrive at school/ log into the online platform you are using at least 15 minutes prior to the tutorial start time to set up and deliver each tutorial.

Marking and attendance

You must submit students' Tutorial attendance on Tutor Zone within 24 hours of the delivery of each Tutorial, so that The Brilliant Club can liaise with the placement school about any attendance concerns. **This is an important part of your safeguarding responsibility as a Tutor.**

You are expected to grade assessments and upload survey data in accordance with the marking criteria provided by The Brilliant Club. Tracking attendance as well as marks also supports us to understand students' engagement with the programme, the progress they are making and the longer-term impact on their progression to university.

Feedback and ongoing development as a Tutor

We want to support you to refine and improve your skills as a Tutor for the benefit of both your students and your own professional development. Open and honest feedback is an important part of this.

Brilliant Club staff will give you positive and constructive feedback following your assessment centre, at training, and during and after placements. Feedback may follow a specific template – for example, after a member of staff has observed a Tutorial – or it may be more bespoke, given as part of a phone conversation or an email. We expect all Tutors to be open to feedback and prepared to act on it.

If concerns are raised about your conduct or performance, The Brilliant Club may provide feedback, issue a formal warning, or stop offering work depending on the severity. You will be informed in writing if we take this step (see 'Ending our relationship').

Similarly, we value your feedback. We collect feedback from Tutors in a number of ways. After every placement, we will send you a survey to complete for you to share your thoughts on how the placement went. Each year you will also receive a survey which focuses on understanding your development as a tutor with us. We use your comments from these surveys in school and university impact reports, as well as internally to improve our systems and processes. **Completing these surveys is part of your responsibility as a Tutor and allows you to provide useful reflections on working with us.**

Your relationship with The Brilliant Club

This section sets out some key policies which govern your relationship with The Brilliant Club. It complements the terms and conditions set out in the Tutor Agreement.

Professional expectations

While you are working as a Tutor for The Brilliant Club, you must always act professionally. This includes dealing with students, school staff, partner institute staff and Brilliant Club staff in a respectful and courteous manner. While you are in your placement school, you should follow any policies or requests made by the school – for example, some schools have specific dress codes for adults working on site. If you have concerns about anything you have been asked to do by a placement school, you should contact your Programme Officer.

As a Tutor, you have a responsibility to represent The Brilliant Club in a positive manner. This includes making reasonable and appropriate use of social media. Any communication regarding the programme, its contents and its impact must not bring the Make your Mark programme or The Brilliant Club into disrepute or breach any confidentiality.

If you are approached by any member of the news media (whether broadcast, print or online), you must not agree to an interview or give a quote without first contacting your Programme Officer and obtaining approval to discuss the programme and your part in it.

If you are not meeting the professional expectations outlined, we may decide to stop offering you work and remove you from our pool of Tutors. Please see **'Ending our Relationship'** section.

Pre-placement safer recruitment checks

Right to Work

The law requires us to check all our Tutors are legally entitled to work in the UK without any additional immigration approvals. Until we have verified your right to work status, we cannot place you as a Tutor. If your right to work in the UK is subject to conditions (for example, under your visa you can only work a certain number of hours), it is your responsibility to ensure that you satisfy these conditions. However, you must tell The Brilliant Club what these conditions are for our records. You must inform The Brilliant Club immediately if your right to work in the UK ends or changes and provide new evidence to be checked. Please see our Right to Work guide for more information.

If you are on a visa and based on our records this is due to expire, we will contact you to let you know your Tutor status will be paused and you will not be sent any placement availability requests until you are able to provide evidence of valid right to work.

Criminal Record and References

Everyone who works unsupervised with children and young people in the UK must undergo an enhanced criminal record check, called a DBS check (England and Wales), PVG check (Scotland) or AccessNI check (Northern Ireland). If you are already subscribed to the DBS Update Service, we will complete the check through the Update Service. Please see our DBS guide for guidance on completing your DBS. The Brilliant Club also requires Tutors to

provide contact details for at least two referees who can confirm your suitability to work with children. Additionally, if you have lived overseas for longer than three months in the 12 months preceding your placement, we will ask you to provide a third referee from your time overseas to satisfy an overseas check. You must provide all the necessary information and documentation needed to complete these checks before you can work as a Tutor. The Brilliant Club will cover any direct costs involved in completing these required checks.

If you do not receive your physical DBS certificate within two months of being notified by our DBS provider (Personnel Checks) that it has been issued, please contact tutorhr@thebrilliantclub.org so we can help arrange a free replacement. If more than two months pass and you haven't informed us, we may need to process a new DBS application, and **you may be responsible for the cost.** To avoid any unnecessary costs, please check your post for your certificate and store it safely once received.

As a charity, we are mindful of costs and committed to using our resources responsibly. Our policy is to issue a new DBS certificate once every three years. **If you lose your DBS during this period, you may be asked to cover the cost of a replacement** (approximately £70), which could be deducted from your placement pay.

You must also inform The Brilliant Club if you have previously been, or become the subject of, any safeguarding-related investigations. If there are any changes to your circumstances which could affect your DBS, PVG, or AccessNI status (for example, arrests or criminal convictions) you must inform TutorHR@thebrilliantclub.org immediately.

If requested, we will confirm with your placement school/ schools that your DBS and other safer recruitment checks have been completed, as required for safeguarding and compliance purposes. This information will be shared solely to verify suitability for working in an educational setting. **We will always ask for explicit consent to share any conviction disclosures.**

Reasonable Adjustments

As part of your onboarding as a Tutor, we asked you to disclose any health or disability support requirements. If your circumstances have changed, and you now wish to let us know further or new information about a health condition or disability that might require additional support, please contact TutorHR@thebrilliantclub.org.

Pay

The Brilliant Club pays Make your Mark Tutors the following amount for each placement completed:

London Pay	Non-London Pay
£513	£466

All tutors must have a UK bank account, details of which will be obtained during the onboarding process. To make sure you are paid on time, you must keep The Brilliant Club updated with your current bank details and contact information via the Tutor Zone.

You are not obliged to accept any placements offered by The Brilliant Club, but you will not be paid unless you accept and complete them. To receive the full payment for a

placement you must attend all parts of the placement, including required training and tutorials and complete all associated tasks such as marking (see 'Your role as a Tutor' above).

If you fail to attend when required or do not complete your full responsibilities as a Tutor, The Brilliant Club reserves the right not to pay the full amount for the placement in question.

If you accept a placement and undertake significant work towards it (for example, delivering some tutorials), but the school subsequently cancels the placement, The Brilliant Club will pay you part of the payment for the placement or ensure an alternative arrangement such as completing a similar placement at another school where you can be paid for the work you have undertaken. If your placement school drops out before tutorials begin, we will make every effort to place you with another school either in the same term, or a subsequent term.

If no pupils arrive to a confirmed tutorial within 15 minutes of the pre-agreed start time, please contact the school's Lead Teacher and your contact at The Brilliant Club straight away. If you are delivering a tutorial online, you should end the meeting, providing the above people have been informed. The tutorial will ideally be rescheduled to a suitable date, but in this situation you may request payment for the 15 minutes waiting time.

Working hours

We pay Tutors a set amount per placement, to cover the hours worked. The Brilliant Club have assessed the amount of time that is appropriate and necessary to complete the tasks required and the hours outlined below are therefore the basis for the amount you will be paid. If you are concerned about completing a given task in the time outlined, please speak to your Programme Officer for support.

Please refer to the table below for how we expect you to distribute your work per placement.

Task	Hours
Training (pre-recorded and independent prep time)	3.5
Training (live)	3
Tutorial delivery (1-hour per tutorial)	10
In between tutorial prep (45 mins per tutorial)	7.5
Learning Assessments marking (30 mins per assessment)	6
Admin: tutorial attendance uploads (1h), learning assessment uploads (30 mins), pre/post survey uploads (1h), and additional admin (30 mins)	3
Total working hours	**33**

Inclusion of Holiday Pay in Placement Pay

The Brilliant Club Tutors are entitled to paid holiday in accordance with the statutory minimum under the Working Time Regulations 1998. Holiday Pay is included in Tutor's placement payments, calculated at 12.07% of your gross pay. This reflects the statutory

holiday entitlement. As you will receive holiday pay as part of your regular payments, this eliminates the need to book time off for holiday purposes.

Tax and National Insurance

Depending on your circumstances, you may have to pay tax or National Insurance (NI) contributions on placement pay that you receive from The Brilliant Club. The government requires us to make some deductions for tax and NI through their pay-as-you-earn (PAYE) system. Before receiving your first payment from us in an academic year, we will send you a New Starter Checklist form which helps make sure we have the most up to date information for you including tax, student loan and bank account information.

Further information about tax and NI is set out in **Appendix 3**.

Expenses

The Brilliant Club will pay reasonable expenses to cover costs you incur during your work as a Tutor in line with our expense policy and Driving for Work policy. In general, this means we will cover:

- Travel to and from in-school Tutorials.
- Necessary printing (although most materials, including printed assessments and surveys are provided by The Brilliant Club).

In general, we will not cover:

- Food and drink

Full details of the expenses policy and how to claim expenses are set out in **Appendix 2**.

Driving to your placements

If you have agreed with your Programme Officer that you will be driving to any Tutorials, we have a compliance process that you are required to complete before you are permitted to drive in the course of your work for us. This compliance process allows us to list you as an "approved driver", and to make reasonable checks to ensure that you will drive safely. Without approved driver status, we will not be able to pay any mileage expense claims.

The process requires you to:

1. Read our Driving for Work Policy
2. Complete our driver declaration form, including a declaration of any endorsements or disqualifications associated with your license
3. Share an image of your license and give us access to the online version of your license, via gov.uk.
4. Share information about your car insurance (that it is current, and that it covers you for business class 1 usage)
5. Share information about your MOT (where your car is over 3 years old)

False or inaccurate declarations made whilst completing this process will be considered a disciplinary matter. Once your documents have been checked and you are considered

an "approved driver" we will need to see the relevant documents **annually** for as long as you continue to drive to placements for us.

If you will be driving to a placement, and you need to uplift your insurance to Business usage and wish to claim expenses for this, you must first gain pre-approval for the amount you can claim by contacting tutorhr@thebrilliantclub.org. For mid-year policy adjustments to include Business use, you must obtain supporting documentation for the cost of this change. If renewing or starting a new policy with Business cover, you need to provide comparative quotes for Standard versus Business cover. Uplift costs will be reimbursed up to £80, provided you have obtained the correct approval. In extenuating circumstances, a higher reimbursement may be agreed upon, but this must be pre-approved by Tutor HR.

Handling confidential information

As part of your role, you will have access to information, such as students' names, and other personal information about them which may be shared with you. This information is strictly confidential. You should never share it or discuss it with anyone apart from the appropriate Brilliant Club and school staff. You should not store any hard copy information that contains student details. If you are sent student personal data by a teacher or a student directly, please notify The Brilliant Club at dpo@thebrilliantclub.org and safeguarding@thebrilliantclub.org and then delete the information from your computer, ensuring that it has not autosaved the email address within your email client.

You must also take reasonable steps to protect any data you do access, including ensuring your device is password-protected and not shared with others.

Breach of this confidentiality obligation may result in removal from the programme and could lead to legal consequences under data protection laws.

Any breach of these requirements may be considered a serious matter and may result in your removal from the programme and/or being reported to relevant authorities, where appropriate. **Appendix 6** outlines further guidance about Data Protection.

Points 26 and 27 in the Tutor Agreement (**Appendix 1**) outline what constitutes confidential information.

Intellectual property

The Make your Mark Programme, and any training materials or resources or templates you receive or create as a Tutor on any Brilliant Club programme, belong to The Brilliant Club. You must not reuse, share, or adapt our materials, resources, or templates without our permission.

Data Protection

Details of how we will collect and use your data can be found in The Brilliant Club's Tutor Privacy Notice **as well as in the Terms and Conditions section of the Tutor Agreement.** We will collect and process information about you in accordance with this policy. You agree to comply with the policy when handling personal data during your placement/s, and you agree not to share any data belonging to Brilliant Club students.

Reporting Placement Issues

If you need to withdraw from a placement or report serious concerns, please contact your Programme Officer with relevant details immediately. **You must not contact schools or teachers directly to withdraw from a placement.** All such communication must go through The Brilliant Club, via your Programme Officer.

If your availability changes during a placement, you must inform **both your Programme Officer and the Lead Teacher at the school as soon as possible**, and no later than a week in advance of the tutorial in question. Your Programme Officer will be able to support you and the Lead Teacher to find a mutually convenient time to reschedule, wherever possible.

If you are concerned about behaviour management or a school relationship, please **contact your Programme Officer** to inform them so that they can provide support and guidance. If you have a safeguarding concern, **inform the school's DSL (Designated Safeguarding Lead) in line with the school's policy and inform The Brilliant Club's DSL at safeguarding@thebrilliantclub.org**, looping in your Programme Officer.

If your personal circumstances change significantly during your placement and you need to report this, please **inform your Programme Officer, cc'ing in tutorhr@thebrilliantclub.org.**

If you have any issues or concerns with your experience as a Tutor with The Brilliant Club, you should initially **raise these with your Programme Officer**. If the Programme Officer is unable to resolve the issue, please refer to our 'Grievance' process in the Tutor Agreement **(Appendix 1)**.

Illness and Personal Emergencies

If you are unable to complete a placement because of a personal emergency, such as a bereavement, you should **inform your Programme Officer** as soon as possible. The Brilliant Club may use its discretion to pay the full placement pay on compassionate grounds.

If you are sick on the day of a Tutorial, or an emergency prevents you from attending, you must **telephone your Programme Officer** immediately to inform them. If you are unable to reach your Programme Officer, you should call The Brilliant Club's Head Office on 020 3758 3991 and inform another member of the team. You should **also contact the school** by calling the main reception and emailing the Lead Teacher, cc'ing in makeyourmark@thebrillantclub.org. Where possible, your Programme Officer will re-arrange the schedule for your placement so that you are able to complete the placement and receive the full placement pay amount.

Delays and Pupil Absence

If you are delayed on the way to a tutorial and think you may be late, you must **let your Programme Officer and Lead Teacher know** immediately.

If no students arrive to a confirmed tutorial within 15 minutes of the pre-agreed start time, please **contact the school's Lead Teacher and your Programme Officer** straight away. If you are delivering a placement online, you should end the meeting, providing the above people have been informed. The tutorial will ideally be rescheduled to a suitable date, but in this situation you may request payment for the 15 minutes waiting time.

Ending our relationship

If you continue to submit availability forms each term that we send them to you, and sign the Tutor Agreement termly when you are available, you will remain on The Brilliant Club's list of Tutors. This applies even if there are several terms in which you are not available to undertake placements. We will continue to send you the forms ahead of terms when the Make your Mark programme is running.

If you no longer wish to work as a Tutor, you should inform The Brilliant Club by emailing Tutors@thebrilliantclub.org. If you subsequently wish to work for us as a Tutor again, we may require you to reapply in the same way as a new candidate.

If your performance or conduct as a Tutor does not meet the standards expected by The Brilliant Club, if you fail to follow our policies or procedures, or if concerns are raised about your conduct or performance, we may provide feedback, issue a formal warning, or stop offering work depending on the severity. If we take the step to stop offering you work, we will notify you in writing and explain the reasons for our decision. Safeguarding or legal compliance issues will always result in an immediate pause or removal from placements, pending internal review.

If you later wish to be reconsidered for tutoring opportunities (for example, because you believe the concerns have been addressed), we may ask you to attend an additional interview or assessment before deciding whether to reinstate you. We reserve the right not to re-engage you based on the circumstances that led to our decision.

Good luck!

We wish you the best of luck on your upcoming placements and look forward to seeing the incredible impact you'll have on the young people you work with.

Appendix 1 – Make your Mark Tutor Agreement

This Agreement covers working as a Tutor on the Make your Mark Programme.

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 Tutor Manual.

This Agreement sets out the terms and expectations of your work with The Brilliant Club. While this is not an employment contract, it is a formal Agreement that reflects our mutual commitments. As a Tutor, you are engaged as a worker under UK law. This means you are not an employee, but you are entitled to certain statutory rights – including holiday pay and protection from discrimination. Work is offered on a termly basis, when available, and there is no obligation on either side to offer or accept placements. This Agreement, together with the Tutor Manual, forms the full basis for your working with The Brilliant Club.

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

- Complete your availability form in line with our communicated deadlines.
- Before your first placement, and when required thereafter, supply us with information, documents, and referee contact details to enable us to undertake required safer recruitment checks on you. These will include reference checks, Disclosure and Barring Service checks and Right to Work checks. We might undertake additional required checks, for example if you have recently spent a prolonged period overseas.
- Allow The Brilliant Club to confirm the completion of the above safer recruitment checks and relevant DBS information with schools in which you are assigned to work, as required for safeguarding and compliance purposes. This information will be shared solely to verify suitability for working in an educational setting.
- Complete all required training, including the relevant modules for the type of placements you will be undertaking, and safeguarding and data protection training.
- Follow The Brilliant Club's Safeguarding Policy and Procedures and Safer Recruitment Policy, ensuring you report any concerns promptly, and read any updates to the policy that we send.
- Deliver tutorials as per the schedule finalised with you and mark student 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 using the systems and protocols we provide and in line with the process and timelines indicated in the Tutor 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.
- Commit to the placements you have agreed to in line with the guidance outlined in the Tutor Manual; withdrawing after accepting a placement (without extenuating circumstances) will be noted on our records and will be considered when offering future placements.
- Inform us if you intend to drive as part of your work with us and follow our driving for work policy, as outlined in the Tutor Manual.
- Comply with UK GDPR and The Brilliant Club's Data Protection Policy when handling any personal data, and report any data breach immediately.
- Take reasonable care of your own health and safety and that of others affected by your work, including when travelling or working remotely.

The Brilliant Club will:

- Provide high-quality training, support, and feedback to help you become and develop as a Brilliant Club Tutor.
- Contact you 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 or project you complete, as outlined in the Pay section of the Make your Mark Tutor Manual.
- Pay your travel expenses in line with our expenses policy (**Appendix 2** in the Tutor Manual).
- Pay for an enhanced or basic DBS/PVG/AccessNI check and Right to Work 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:	
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 Five Fields ("The Brilliant Club"). By signing this, you confirm that you have also read the 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 **The 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 and other relevant rights under UK employment law, as outlined in the Tutor Manual. Tutors engaged under this Agreement are considered workers for legal purposes and not employees.
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 Make your Mark 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 Make your Mark 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 and the accompanying manual 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 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 planning lessons, can be completed from any location of your choice, including your home. You will not be required to work outside of the UK under this Agreement.
12. You will be paid for each placement you complete as a Tutor monthly throughout your placement. The structure of your payments and the hours required, as well as the payment amounts for each type of placement, are set out in the Brilliant Club 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 statutory holiday pay which has been calculated and included in the pay that you will receive under clause 11 above. 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 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 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 Make your Mark 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 Make your Mark 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 **here.**
21. 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.

Data protection

22. The Brilliant Club collects and processes personal information about all our workers for 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 work you complete with The Brilliant Club. Occasionally, the information we collect may include sensitive data relating to your health and data held for equal opportunities monitoring purposes. Since we require all of these details from you in order to carry out all the above objectives, you are obliged to provide the necessary information. The Brilliant Club processes personal data in accordance with the UK GDPR under lawful bases including performance of a contract, legal obligation, and legitimate interests. Special category data (such as health information) is processed under Article 9 conditions, for reasons of substantial public interest, such as safeguarding obligations.
23. 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. We may also share basic details (Name, Degree) with our partner universities to allow them to assess the impact of their partnership with The Brilliant Club.
24. 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.
25. Where/ if personal data is transferred outside the UK, we ensure appropriate safeguards are in place, such as Standard Contractual Clauses approved by the UK Information Commissioner's Office.
26. 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.

27. The Brilliant Club has procedures in place to respond to any data breach in line with its legal obligations, including prompt notification to affected individuals where required.
28. The Brilliant Club has procedures in place to respond to any data breach in line with its legal obligations, including prompt notification to affected individuals where required.
29. 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 data@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

30. 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 during 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.

Brilliant Club property

31. Intellectual property in any materials you create during the course of a placement 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 materials you create in connection with its charitable purposes.
32. 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 of this Agreement

33. If you no longer wish to be considered for work as a Tutor, you should contact The Brilliant Club directly at: tutors@thebrilliantclub.org.
34. The Brilliant Club may end this Agreement at any time by informing you in writing. While there is no contractual or statutory notice requirement, we will endeavour to give reasonable notice where possible, particularly if you have already accepted a placement. Upon termination of this Agreement (for any reason), you will not be entitled to any further payments other than for completed work on placements and any approved expense claims.

Governing law

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

Appendix 2 – Expenses Policy

As a charity that has its financial accounts audited each year, The Brilliant Club is obliged to follow policies and processes that ensure our financial resources are being used efficiently and directed towards our charitable aims.

The following guidance sets out our policies and processes regarding the reimbursement of expenses to Tutors. We ask all Tutors to read this guidance carefully and follow it closely. If you have a specific query that is not covered below, please contact us and allow a week for a response.

Overview

The Brilliant Club is committed to paying any reasonable expenses incurred by Tutors as part of their placement. **Please read this carefully as we do not commit to covering all expenses incurred.**

Programme	Expense Type	Covered?
Make your Mark	Travel to and from up to ten in person tutorials, up to £25 per tutorial.	Max. £250

We expect this amount to be above the average cost of a return journey to our partner schools; however, if you anticipate your journeys costing more than this, please speak to your Project Officer about this before purchasing travel tickets.

Submitting an Expense Claim

i) Tutor Zone	• We use Tutor Zone to process Tutor expenses. • If you can claim expenses, we will send you a welcome email at the beginning of your placement. Please click on the link and follow the instructions. • All expense claims need to be processed using this system which will be outlined at the start of your placement. We are not able to accept expense claims received by post or email. • We cannot guarantee that expenses will be paid if evidence is not provided. • Expenses are paid monthly and deadlines for each term can be found here. If you miss the monthly deadline, your expense will be processed in the following month, up until the final deadline of the academic year.
ii) Claiming for travel	Travel by Own Vehicle: *Please see the section on driving to your placements above. Mileage expenses can only be claimed by approved drivers.* • The Brilliant Club will reimburse at a price of £0.45 per mile. If the cost of driving will exceed the maximum budget (see above), you must obtain approval from a Programme Manager beforehand.

	Advance Train Tickets: • To minimise costs, The Brilliant Club requires Tutors to buy train tickets at least two weeks in advance, if they are available at an advance lower price. If you are unable to book your train ticket before this two-week deadline, please contact your Programme Officer as soon as possible. For fixed price journeys (e.g. tube and bus journeys or some local trains), you do not need to book journeys in advance. Travel by Rental Car: • Occasionally, it might be more cost effective to reach a placement using a rental car, rather than public transport. The Brilliant Club has an account with Enterprise Cars for this and this will be identified as an option by your Programme Officer where appropriate. You will need to be an approved rental driver to make use of Enterprise Car Rental services and to make any associated expense claims.

London Travel

- If you will be using an Oyster or Contactless card, then you must register your card with Transport for London (TfL) before you travel in order to receive the itemised usage reports that we require as evidence. This can be done online: www.tfl.gov.uk/fares/
- If you have a weekly travel card covering London TfL Zones 1-2, and you travel to a school in Zone 2, we will not be able reimburse you for that journey. If, however, you have a Zones 1-2 travel card, and you travel to a school in Zone 4, we will be able to reimburse the journey outside of Zones 1-2. If there is no other cost-effective option than to purchase a day travel card, the Finance department will consider this on a case-by-case basis and you will need to seek approval from a Programme Manager and attach the **approval form** with your expenses claim.

Extenuating Circumstances

The Brilliant Club recognises that, in certain cases, there may be extenuating circumstances that mean a Tutor is unable to follow the guidelines. In such cases, we will require Tutors to obtain written approval from your Programme Officer in advance and submit the **approval form** with their normal expenses claim.

Although we will judge each case on its merits, the following guidelines will be applied:

Acceptable	Unacceptable
A train that a Tutor has booked tickets for is significantly delayed or cancelled, and the Tutor purchases a ticket for a different train	**A Tutor misses a train that they have booked tickets for and purchases a ticket for a different train**
A Tutor has a medical condition or physical disability that requires the use of specific transport measures, e.g., a taxi	**A Tutor is running late and takes a taxi to ensure that they get to the school on time**

Please note that The Brilliant Club does not guarantee that the full amount of any expense will be covered. Where extenuating circumstances apply it may sometimes be the case that we are only able to cover part of the expense.

Exceptions

There are some expenses we do not consider to be normal usage and are unable to reimburse. Please see the list below for full details.

Taxis:

Taxis are not considered a reasonable expense. No taxi fares will be reimbursed unless they have been specifically authorised by a Programme Manager, as outlined above.

Parking and Accommodation:

The Brilliant Club will not reimburse Tutors for parking or accommodation costs unless it has been authorised by a Programme Manager, and is related to an extenuating circumstance.

Food and Drink:

We will not reimburse Tutors for any food or drink purchased during the delivery of Tutorials unless for reasons highlighted in the manual e.g. Join the Dots peer sessions.

Expenses documents:

Tutor expense submission instructions

Frequently asked questions – expenses

Tutor expenses submission and payment dates 25-26

Appendix 3 – Further information on Tax and National Insurance

Please note that your placement pay is submitted through the PAYE system and may be subjected to PAYE Tax or National Insurance. This may happen if you have another job or have had another job within the same tax year. All PAYE and NIC deductions are taken at instruction of HMRC, not The Brilliant Club.

Tutors must keep The Brilliant Club updated with their present circumstances. If your circumstances or any contact information changes, you must update Tutorhr@thebrilliantclub.org at the earliest opportunity.

The Brilliant Club reports on your tax status in accordance with the information on your New Starter Checklist form. If they are inaccurate or not submitted, we cannot be held responsible if your tax codes are incorrect. Please note, The Brilliant Club is unable to advise on an individual's tax situation or provide historical P60s that have been lost or damaged. Typically, these are queries that you will need to follow up with HMRC.

If you have been taxed on your final payment and you believe that this has been done in error, please contact HMRC with the details from your payslip which will be emailed to you at the point of each payment. The Brilliant Club cannot contact HMRC on your behalf. Any tax or NIC payments are taken at the discretion of HMRC.

If you have worked on The Scholars Programme, you should receive a P45 at the end of each academic/ placement year. If you finish working with us before the end of the academic year, you can request a P45 earlier if required.

If you are placed on an Access or Success Project only, you should receive a P45 at the end of your Access or Success Project Placement.

Receiving your P45 does not mean that you will be removed from our system, unless you have requested to be withdrawn, and you will continue to be on our records and receive availability requests.

If you require a P45 at the end of your placement, please send your request to finance@thebrilliantclub.org.

Tax Queries: https://www.gov.uk/government/organisations/hm-revenue-customs/contact/income-tax-enquiries-for-individuals-pensioners-and-employees
Income Tax: https://www.gov.uk/topic/personal-tax/income-tax
National Insurance: https://www.gov.uk/topic/personal-tax/national-insurance

Explanation of Employee Statuses (A, B and C) and Tax

On your Starter Checklist Form you select one of three options for your Employee Status. These three options will determine what your final tax code will be (and ultimately, the level of PAYE and NIC). Unfortunately, we cannot predict what your tax code will be based on these options; it is entirely at the discretion of HMRC.

Status	What it means	Further Information
A	**This is my first job since 6th April** of the current tax year and I have not been receiving taxable Jobseeker's Allowance, Employment and Support Allowance, taxable Incapacity Benefit, or Occupational Pension	PhD stipends do not count as income, so if this is all you receive, A is your correct Code.
B	**This is now my only job.** Since 6th April of the current tax year, I have had another job, or received taxable Jobseeker's Allowance, Employment and Support Allowance or taxable Incapacity Benefit. I do not receive a State or Occupational Pension	You have worked and had other employment since 6th April of the current tax year but are no longer working there or receiving the income. **This status is hard to predict – depending on your earnings earlier in the year and current tax code, you may or may not have to pay PAYE on your Brilliant Club payment, including if you have had a paid placement already in the financial year.**

C	**I am currently employed in another capacity.** As well as my new job, I have another job or receive a State or Occupational Pension	You have other work or sources of income (including from pensions or property) at the same time as your work with The Brilliant Club. **In this case, HMRC may treat your engagement with us as a secondary source of income, and you may be placed on an emergency tax rate of 20%.**

If you believe that you may have been overtaxed, please use the link below to find out how to query this with HMRC and claim back erroneous deductions. You will need your payslip to do this.

https://www.gov.uk/claim-tax-refund/too-much-tax-taken-from-your-pay#2

(The Brilliant Club's PAYE Reference is 475/NA71541)

For more information, please also refer to http://taxaid.org.uk/guides/information/issues-for-employees/employee/form-p46

Appendix 4 – Useful links

Guidance documents:

Transitioning Pupils Guidance for Tutors

Tutor Safer Recruitment Checks FAQs

Data Protection Tips

Safeguarding policies:

Safeguarding Policy and Procedures

Safer Recruitment Policy

Prevent duty guidance

Keeping Children Safe in Education