

Study Group Limited (the "Company")

EMPLOYMENT RIGHTS ACT 1996

PARTICULARS OF TERMS OF EMPLOYMENT

Of Iyalla John Alamina, 14 Milford Court, Milford Street, Huddersfield, HD1 3DY

1. JOB TITLE/DUTIES

- 1.1 You are employed as a Computing Tutor and you will be responsible to the Head of Engineering.
- 1.2 While employed by the Company you must use your best endeavours at all times to promote the interests and welfare of the Company and any associated companies and uphold expected standards of performance, behaviour and appearance, as defined by your Head of Department. You must not act in any way which may endanger the physical or moral welfare of any students or customers of the Company.
- 1.3 Your employment is conditional on you having permission under UK immigration law to undertake this employment.

You must produce original documentary evidence of your right to undertake this employment prior to commencing it. You will be informed by Human Resources of the documents that are required to confirm your right to work.

Please note that should you fail to produce these documents or for whatever reason you have your immigration clearance revoked, the organisation reserves the right to terminate your contract of employment.

2. COMMENCEMENT

Your continuous service with the Company will begin on TBC. This is the date from which your period of employment with the Company will be calculated.

No employment with a previous employer counts towards your period of continuous employment with the Company.

3. PLACE OF WORK

Your normal place of work will be Huddersfield ISC or such other place as the Company may require which is within a reasonable travelling distance of your normal place of work.

4. PAY

- 4.1 Your rate of pay is £28.96 per hour subject to the usual deductions for PAYE and National Insurance.
- 4.2 The Company reserves the right in its absolute discretion to deduct from your pay and/or other sums due to you any sums which you may owe the Company including, without limitation, any overpayments or loans made to you by the Company.

5. PERIOD OF PAYMENT

You will be paid monthly in arrears on the last working day of each calendar month by credit transfer into a Bank or Building Society account nominated by you. Any changes to this payment date will be notified to you in writing.

6. HOURS OF WORK

- 6.1 Your core hours of work will be variable between 08.45 to 17.30 daily from Monday to Friday inclusive. These hours include teaching contact hours of up to a maximum of 20 hours per week. Your hours of work will be set out in your teaching timetable which will be issued to you from time to time. You will be expected to work such additional hours as are required for the proper performance of your duties. These may include marking, attending department meetings, INSET sessions, resource and materials development, administrative tasks etc.
- 6.2 In accordance with the terms of your student visa your hours of work will not exceed 20 hours per week during term time. You are also required to provide the Company with documentary evidence of your official term start/end dates
- 6.3 You will be allowed a total of 75 minutes each day for lunch and other breaks, to be taken at a time to be agreed with your line manager. This is not included in your normal or daily hours of work set out above and will be unpaid.
- 6.4 You may be required to work overtime from time to time, including at weekends or on statutory and/or public or bank holidays, to meet operational requirements. Please refer to the Global Code of Conduct and supporting policies for further details.
- 6.5 The Company reserves the right to make alterations to these hours of work from time to time for operational reasons, following consultation and agreement with you, and giving reasonable notice of such a requirement.

7. WORKING TIME REGULATIONS

- 7.1 The Working Time Regulations 1998 provide that the average working time, including overtime, does not exceed 48 hours for each seven-day period. You hereby agree that this limit shall not apply to you. This opt out will remain in force indefinitely. You may terminate this opt out at any time by giving not less than three months' written notice to the Company.

8. HOLIDAYS

- 8.1 You are entitled to six working weeks' annual paid holiday. This entitlement is pro rata for part-time staff based on the number of hours worked. Four weeks of this entitlement must be taken during Summer Term Two, which runs from mid June to mid August; the remaining two weeks must be taken outside of term time, subject to management approval and in accordance with the procedure set out in the Global Code of Conduct and associated policies.
- 8.2 Employees are also entitled to Bank, Public or Statutory holidays where these fall within their normal working week, subject to their terms and conditions of employment.
- 8.3 The holiday year is from 1 January to 31 December. Your holiday entitlement will be deemed to accrue at the rate of one twelfth of your annual entitlement per month and will be paid at your normal rate of pay.
- 8.4 Upon the termination of your employment you will be entitled to be paid in respect of any holiday accrued and not taken and will repay to the Company an amount in respect of excess holiday taken over that which was accrued. The Company may require you to take all or part of any balance of annual holiday entitlement due as part of your notice period.

9. ABSENCE

- 9.1 You must adhere to the Company's absence procedure, a copy of which is contained in the Global Code of Conduct and associated policies. Amendments may be made from time to

time which will be notified to you. Failure to follow this procedure may lead to loss of pay.

- 9.2 If you are involved in an accident following which you are able to recover damages from a third party, then any payments of sick pay made to you by the Company which are recoverable from that third party will be treated as a loan made to you by the Company. The loan will be repayable to the Company, together with interest at three percent above base rate. The amount of the loan will be the sum of the sick pay paid to you up to the date of repayment, and will be deductible from any damages or compensation that is subsequently recovered by you.

10. PENSION SCHEME

- 10.1 The Company will provide access to a qualifying workplace pension scheme (the Scheme), into which the Employee will be automatically enrolled, subject to, and in compliance with, the employer duties in respect of the Employee in accordance with Part 1 of the Pensions Act 2008.
- 10.2 After the completion of 3 months' service and where automatic enrolment applies, the Employee's pension contributions shall be made by way of deductions from salary at the rate which applies from time to time. If the Employee is not eligible to be automatically enrolled in the Scheme, the Employee may elect to voluntarily join the Scheme, subject to the provisions of the Scheme.
- 10.3 Further information on the current Scheme, including higher contribution levels that an Employee may elect to pay, are available separately. The Scheme is subject to provisions which may be amended from time to time, and the Company may replace the Scheme with another pension scheme at any time and/or change the provider of the Scheme.

11. PROBATIONARY PERIOD

The first 12 weeks of your employment will be a probationary period. During this period your employment may be terminated by either party by one week's notice in writing. The probationary period may be extended at the discretion of the Head of Department; if so, the reasons for the extension will be discussed with you and confirmed to you in writing.

12. NOTICE

12.1 Termination by the Company

After satisfactory completion of your probationary period, your employment may be terminated by the Company giving you 12 weeks' notice in writing.

12.2 Termination without notice

Nothing in these terms and conditions of employment shall prevent the Company from terminating your employment without notice, or pay in lieu of notice in appropriate circumstances (i.e. gross misconduct).

12.3 Salary in lieu of notice

If your employment is terminated at any time without notice provided by the Company, it will make a payment equivalent to your salary for your proper period of notice (subject to clause 12.2 above). If the Company elects to pay you salary in lieu of notice, it may make such payments to you on a monthly basis for the duration of your notice period.

12.4 Garden leave

The Company may require you not to report for work during your period of notice, but in any such case your employment shall continue upon these terms and conditions until the expiry of the notice. The implied duty of fidelity between you and the Company will continue during any period of "garden leave" and during this period you are required to

remain contactable by the Company.

12.5 Termination by the Employee

Subject to clause 11 above, you may terminate your employment by giving the Company 12 weeks notice in writing.

12.6 Return of Company Property

On or before the termination of your employment, you will return to the Company all documents, correspondence, files, records (including computer versions, copies, extracts or originals); computer disks; credit cards; keys; security passes; equipment, and all other property within your possession or control belonging to the Company, or any associated companies, and relating to the affairs and business of the Company or any associated companies. You agree to not retain any copies of the same.

13. CONFIDENTIALITY

You may not, either during or after the termination of your employment with the Company, disclose to any person (except as authorised or required by the Company) confidential information relating in any way to the business of the Company which you may have gained during your employment (including without limitation details of employees, details of current and former students or customers, trade secrets and/or details of the Company's intellectual property or business practices or systems). The Company reserves the right to take action on any breach by you of the confidentiality provisions.

14. INTELLECTUAL PROPERTY

14.1 All relevant Intellectual Property and all Intellectual Property Rights therein shall to the fullest extent permitted by law belong to, vest in and be the absolute, sole and unencumbered property of the Company.

14.2 You hereby:

14.2:1 acknowledge for the purposes of Section 39, Patents Act 1977 that because of the nature of your duties you have and at all times during your employment will have a special obligation to further the interests of the undertakings of the Company;

14.2:2 undertake to notify and disclose to the Company in writing full details of all Intellectual Property forthwith upon the production of the same, and promptly whenever requested by the Company and in any event upon the termination of your employment with the Company deliver up to the Company all correspondence and other documents, papers and records, and all copies thereof in your possession, custody and power relating to any Intellectual Property;

14.2:3 to the extent that you own or will own such rights, irrevocably assign to the fullest extent permitted by law, to the Company including by way of future assignment all Intellectual Property Rights (if any) in, or relating to, all Company Material and any and all derivatives thereof;

14.2:4 to the extent permitted by law, undertake to hold upon trust for the benefit of the Company any Company Material and Intellectual Property and the Intellectual Property Rights therein to the extent the same may not be and until the same are vested absolutely in the Company;

14.2:5 unconditionally and irrevocably waive any and all moral rights (as conferred by Chapter IV of Part I of the Copyright Designs and Patents Act 1988) and all rights of a similar or corresponding nature in any jurisdiction in and to any and all Company Material, such waivers being made expressly in favour of the Company and shall extend to licensees and successors in title to the copyright in the relevant

work and where such rights cannot be waived you agree not to assert them;

14.2:6 assign by way of future assignment all copyright, design rights and other property rights (if any) in all relevant Intellectual Property;

14.2:7 pursuant to Section 87 of the Copyright, Designs and Patents Act 1988, unconditionally and irrevocably waive your rights to be identified as the author of any of the Intellectual Property in which copyright subsists (the "Work") and not to have the Work subjected to derogatory treatment; and this waiver is made expressly in favour of the Company and shall extend to licensees and successors in title to the copyright in the Work;

14.2:8 acknowledge that, save as provided by law, no further remuneration or compensation other than that provided for herein is or may become due to you in respect of the performance of your obligations under this clause; and

14.2:9 undertake at the expense of the Company to execute all such documents, make such applications, give such assistance and do such acts and things as may in the opinion of the Company be necessary or desirable to vest in and register or obtain letters patents in the name of the Company and otherwise to protect and maintain the Company Material and the Intellectual Property Rights therein. You hereby irrevocably appoint the Company as your attorney for this purpose and this obligation shall continue following the termination of your employment and will be binding on your assigns, executors, administrators and other legal representatives.

14.3 To the extent that by law Company Material or the Intellectual Property Rights therein do not, or are not permitted to, vest in or belong to the Company you agree immediately upon the same coming into existence to offer to the Company in writing a right of first refusal to acquire the same on arms length terms to be negotiated and agreed between the parties in good faith.

14.4 For the purposes of this clause, Intellectual Property means any future patents, trade marks, service marks, registered designs, utility models, design rights, copyright (including copyright in computer software), database rights, inventions, trade secrets and other confidential information, know-how, business or trade names (including internet domain names and e-mail address names) and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of the foregoing rights and the right to sue for infringement of any of the foregoing rights; and Intellectual Property Rights means rights in or to any Intellectual Property.

15. OTHER EMPLOYMENT

15.1 You must devote the whole of your time, attention and abilities during your normal contracted hours of work for the Company to your duties for the Company. You may not, under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work for the Company.

15.2 You may not without the prior written consent of the Company (which will not be unreasonably withheld) engage, whether directly or indirectly, in any business or employment which is similar to, or in any way connected or competitive with, the business of the Company outside your hours of work for the Company.

16. PERSONAL DETAILS

You must notify your Line Manager and the HR Manager, UK of your personal details, such as full name, address, telephone number and details of next of kin. Any changes to these details must also be notified to the Company as soon as possible.

17. DATA PROTECTION

Study Group will collect and process information relating to the Employee in accordance with the Privacy Notice for Employees which can be found in your on-boarding documents.

The Employee is requested to confirm on the enclosed Compliance form that the Privacy Notice has been read and understood.

The Employee shall comply with the Data Protection Policy and all related policies when handling personal data in the course of employment including personal data relating to any employee, student, university partner, contractor, supplier, agent or any other associated person of the Company. Failure to comply with the Data Protection Policy or any related policies may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

18. COMMUNICATIONS

18.1 By signing this contract you acknowledge that access to the Company's computer and telephone systems is provided for business purposes. Please refer to the Global Code of Conduct and the associated policies for further information.

18.2 In order that the Company may protect its legitimate business interests, you agree that all your e-mail and telephone communications may be monitored and/or recorded by the Company and further agree that any other correspondence addressed to you or sent by you, whether by letter, email or facsimile, may be opened and/or read by the Company. You also accept that your use of the Internet and all Company systems may be monitored.

19. CONTINUOUS PROFESSIONAL DEVELOPMENT (CPD)

19.1 The Company is committed to a policy of Continuous Professional Development for all staff. Training budgets are provided to encourage staff to develop professionally and external courses of one day or longer may be funded, subject to the approval of the Head of Department.

19.2 Successful completion of your probation period and your continued employment is subject to the completion of mandatory training courses as specified by the Company from time to time.

20. RIGHT OF SEARCH

20.1 The Company reserves the right to inspect personal belongings, staff lockers or vehicles at any time. Staff are required to make themselves and their personal effects available for inspection on request. In doing so, the Company will ensure that it maintains its value of respect for people.

20.2 Consent to such a search will always be sought from the individual concerned. However, failure to agree to such a request may result in an inference being drawn against you. Refusal may be treated as gross misconduct and may lead to disciplinary action being taken against you.

20.3 Searches may be carried out by a member of the management team, or by a member of Security. Personal effects searches will only be carried out by members of the same sex and anyone asked to undergo a search may, on request, have a fellow employee present whilst the search is carried out.

21. MEDICAL EXAMINATION

The Company may, in its absolute discretion, require you to be medically examined at its expense by a medical officer of its choice. Inferences may be drawn by any unreasonable refusal to undergo a medical examination.

22. TRANSPORT

Where you are required to drive Company vehicles as part of your duties you must provide (and maintain at your own expense) a valid driving licence. You must produce and give a copy of your driving licence to the Company when required to do so by the Company.

23. PERSONAL PROPERTY

The Company accepts no responsibility for any personal property brought onto the Company's premises or contained in any of the Company's vehicles.

24. POLICIES & PROCEDURES

24.1 The Company's policies and procedures are contained in the Global Code of Conduct and in associated policies on Mystudygroup.com. Failure to comply with the provisions contained in them may lead to disciplinary action being taken against you.

24.2 Amendments may be made to this document from time to time and these will be notified to you.

24.3 The Company's Disciplinary and Grievance Procedures are set out in the Global Code of Conduct and associated policies and are non-contractual except where stipulated by law. Amendments may be made from time to time which will be notified to you.

25. SUSPENSION

The Company may suspend you from work with pay.

26. COLLECTIVE AGREEMENTS

There are no collective agreements in force affecting your employment.

27. ENHANCED LEVEL DISCLOSURE AND BARRING SERVICE CHECK

Your employment and continued employment with the Company is subject to a satisfactory enhanced level Disclosure and Barring Service check.

28. VARIATION

Following consultation with you, the Company reserves the right to vary the terms of employment. Any such variation will be notified to you in writing. This statement replaces all your previous terms and conditions of employment with the Company.

SIGNED

:



(on behalf of the Company)

DATED

: 02/03/2020

I AGREE TO THE TERMS OF THIS CONTRACT

SIGNED

:



(the Employee)

DATED

:

05-03-2020

Application form

All sections must be completed

Position applied for

Position	COMPUTING TUTOR
Where did you see the position advertised?	

Personal details

Surname	ALAMINA	Address	55 RAMSDEN COURT
Forename	IYALLA JOHN		MILFORD STREET
Previous name*			Postcode HO1 3DY
Home telephone number		National Insurance number	SR 442534C
Mobile telephone number	0745 913 62 87	TRN number**	
Email Address	john.alamina@hud.ac.uk	DFES number	QTS number

*You may be required to provide documentary evidence to support name changes as part of our pre-employment checks.

**For teaching positions only.

Current employment

Employer's name	Planning & Information Systems	Address	UNIVERSITY OF HUDDERSFIELD
Position held	FULL-STACK DEVELOPER (PART-TIME)		QUEENS GATE
Start date (dd/mm/yy)	10-11-2017		HUDDERSFIELD
Notice period	NONE	Postcode	HO1 3DH
Current salary		Telephone number	

Brief description of current duties and responsibilities:

- Design & Implementation of a Database Driven Application to Monitor all University Spaces for all University of Huddersfield Campuses.
- full stack web portal using Javascript, PHP/MVC, Laravel + Dot Net Blazor

Previous employment

Please list all employments held in reverse chronological order for the last 10 years. Continue on a separate page if needed.

Employer	Position held	Country	Dates (dd/mm/yy)		Reason for leaving
			From	To	
Netsell Limited, York	Laravel Back-End Developer	UK	06-09-2019	28-09-2019	Studies
Phoenix Material Testing	Electronic Design Engineer	UK	16-12-2019	30-03-2019	Studies
University of Huddersfield	Computing Lab Tutor & Logistics Demonstrator	UK	16-09-2017	30-01-2019	Studies
Rocket Horse Limited, Leeds	Principal C# Developer	UK	16-10-2018	22-12-2018	Studies
Key IUR Technologies	C# Developer	Manchester, UK	03-05-2018	16-09-2018	Studies
RSSDA	IT Support Officer	Port Harcourt, Nigeria	02-09-2011	08-08-2013	Studies
Cinfares Nigeria Limited	Solution Architect PH	Nigeria	09-01-2009	00-04-2012	Career Change

Please explain ALL gaps in your employment record over the last 10 years. All periods when you were not working regardless of length of time (e.g. periods of unemployment, study, extended travel etc.) should be included in the section below. Continue on a separate page if needed.

Dates (dd/mm/yy)		Details
From	To	
05-05-2012	30-08-2012	Manager & Training Coordinator (KJaks Computer School, PH, Nigeria)

Entitlement to employment

Your passport or other proof of your entitlement to work in the UK will be required at interview. Only original documents will be accepted.

Are you a British citizen or EU national? Yes <input type="checkbox"/> No <input type="checkbox"/> (please tick)		If No, please indicate below the box that applies to you.
I have unrestricted leave to work in the UK <input type="checkbox"/>	I am an overseas student or visitor with evidence of entitlement to work in the UK <input checked="" type="checkbox"/>	
I am subject to Work Permit provisions <input type="checkbox"/>		

Education/Qualifications

Education/Qualifications - Secondary school

[illegible]

Education/Qualifications - Higher Education

Dates (dd/mm/yy)		Name of Institution	Qualifications (subjects/grades)*	
From	To			
24/4/2002	20/10/2006	RWSD State University of Science & Technology, Port Harcourt Rivers State	Bachelor of Technology (Computer Engineering) (Second Class - Lower)	2:2
02/10/2013	26/09/2014	M.Sc University of Huddersfield Queens Gate, Huddersfield	MSc Engineering Control Systems & Instrumentation (Distinction)	
01/01/2015	31/12/2019	PhD University of Huddersfield Queens Gate Huddersfield	PhD Informatics & Deep Learning	

Education/Qualifications - Other

Dates (dd/mm/yy)		Name of Institution	Course followed (with qualification obtained)*
From	To		
04/2015	04/2015	University of Huddersfield Research Environment	Teaching Assistant Preparatory Programme

**Proof of Qualifications are required for all applicants to academic roles or where a recognised qualification is a pre-requisite for the role.*

Supporting information

Please provide any additional information which you consider relevant to your application. It would be particularly helpful if you could indicate why you have applied for this position and those aspects of your education, training, experience, personal skills and attitudes which equip you for this post. You may use additional sheets if required.

References

- Please provide details of your two most recent employers (Line Manager or HR Department) who we will approach for references. If you are applying for a role working with children or young people and your last two roles were not in this field, please also supply details of a referee who can comment on this aspect of your experience.
- If you have been overseas in the last 5 years for 3 months or more we will conduct an international check (criminal records check) for the countries you have visited (however, this will not be needed if you are able to provide a 'certificate of good conduct'). If you worked during your time overseas, please also provide details of the overseas employer to allow us to obtain a reference).
- If you are in or have just completed full-time education, please provide details of a referee from your school/college/university.
- If you have been self-employed, please provide details of your company name, website and two clients who we can approach for a reference in the supporting information box on page 3.

Referee 1 (Most recent employer or educational establishment if just completed fulltime education)	Referee 2 (Second to last employer)
Name DR SIMON PARKINSON	Name PROF ANDREW LONGSTAFF
Organisation UNIVERSITY OF HUDDERSFIELD	Organisation UNIVERSITY OF HUDDERSFIELD
Job title READER	Job title Professor of Machine Tool Metrology
Address QUEENSGATE	Address QUEENSGATE
HUDDERSFIELD	HUDDERSFIELD
Postcode HO1 3DH	Postcode HO1 3DH
Telephone number +44 1484 472525	Telephone number +44 1484 473660
Email S.Parkinson@hud.ac.uk	Email a.p.longstaff@hud.ac.uk
Relationship to you RESEARCH SUPERVISOR	Relationship to you MSc Programme/Module Leader
Do not contact my referee <input type="checkbox"/>	Do not contact my referee <input type="checkbox"/>

Referee 3 (Last role working with children if not last two previous roles)	Referee 4 (Overseas employer if applicable)
Name DR KEITH MCCABE	Name DR JENNIFER CARTER
Organisation MANAGER UNIVERSITY OF HUDDERSFIELD	Organisation UNIVERSITY OF HUDDERSFIELD
Job title Computing Subject Area Leader Manager	Job title Computing Subject Area Leader
Address QUEENSGATE	Address QUEENSGATE
HUDDERSFIELD	HUDDERSFIELD
Postcode HO1 3DH	Postcode HO1 3DH
Telephone number +44 1484 472069	Telephone number +44 1484 473273
Email K.McCabe3@hud.ac.uk	Email j.carter@hud.ac.uk
Relationship to you Technical Lead/Manager	Relationship to you Labworking Tutor Supervisor
Do not contact my referee <input type="checkbox"/>	Do not contact my referee <input type="checkbox"/>

Criminal record

Study Group applies for an Enhanced Disclosure from the Disclosure and Barring Service, including a Children's Barred List check, for all positions at the Study Group which amount to regulated activity. It is unlawful for Study Group to employ anyone who is barred from working with children. It is a criminal offence for any person who is barred from working with children to attempt to apply for a position at Study Group. If you are successful in your application you will be required to complete a DBS Disclosure Application Form. Employment with Study Group is conditional upon us being satisfied with the result of the Enhanced DBS Disclosure. Any information disclosed will be handled in accordance with any guidance and / or code of practice published by the DBS.

Study Group is exempt from the Rehabilitation of Offenders Act 1974 and therefore all convictions, cautions, reprimands and final warnings (including those which would normally be considered "spent" under the Act) must be declared. **You are not required to disclose a caution or conviction for an offence committed in the United Kingdom if it has been filtered in accordance with the DBS filtering rules (see Appendix 1 to this form).** If you have a criminal record this will not automatically debar you from employment. Instead, each case will be assessed fairly by reference to Study Group's objective assessment procedure set out in Study Group's recruitment, selection and disclosure policy and procedure.

It is a condition of your application that you answer the questions below. **Before doing so please read Appendix 1.**

Have you been cautioned, subject to a court order, bound over, received a reprimand or warning or been found guilty of committing any criminal offence whether in the United Kingdom or in another country? You are not required to disclose a caution or conviction for an offence committed in the United Kingdom which is subject to the Disclosure and Barring Service filtering rules (see Appendix 1). Yes <input type="checkbox"/> No <input type="checkbox"/> (please tick)
Is there any relevant court action pending against you? Yes <input type="checkbox"/> No <input type="checkbox"/> (please tick)

If answering **YES** to any of the above, please provide details on a separate sheet and send this in a sealed envelope marked "CONFIDENTIAL" with your application form.

References (continued)

Other relevant employment checks

Have you ever been referred to or are you the subject of a sanction, restriction or prohibition issued by the Teaching Regulation Agency (TRA, formerly known as the National College for Teaching and Leadership (NCTL)), and equivalent body in the UK or a regulator of the teaching profession in any other country?

Yes ☐ No ☒ (please tick)

Have you ever been referred to the Department for Education, or are you the subject of a direction under s128 of the Education and Skills Act 2008 which prohibits, disqualifies or restricts you from being involved in the management of an independent school? Yes ☐ No ☒ (please tick)

Have you ever been the subject of a direction under s142 of the Education Act 2002? Yes ☐ No ☒ (please tick)

If answering **YES** to any of the above, please provide details on a separate sheet and send this in a sealed envelope marked "**CONFIDENTIAL**" with your application form.

Additional details

Have you been subject to any disciplinary procedures in the last 2 years? If yes, please give details below, including dates.

Please provide any details of family members currently working in the business or close relationships with existing employees or employers within the business. For the purpose of this application the business refers to the following Study Group divisions – Bellerbys College and ISC.

How we use your information

Study Group processes your information in line with data protection regulations. Please click [here](#) to view our Candidate Privacy Notice.

Declaration

- I confirm that the information I have given on this application form is true and correct to the best of my knowledge.
- I confirm that I am not named on the Children's Barred List, disqualified from working with children or subject to sanctions imposed by a regulatory body.
- I confirm that I am not subject to a direction under section 142 of the Education Act 2002 or section 128 of the Education and Skills Act 2008 which prohibits, disqualifies or restricts me from teaching or being involved in the management of an independent school.
- I understand that providing false information is an offence which could result in my application being rejected or (if the false information comes to light after my appointment) summary dismissal and may amount to a criminal offence.
- I consent to Study Group processing the information given on this form, including any 'sensitive' information, as may be necessary during the recruitment and selection process.
- I consent to Study Group making direct contact with the people specified as my referees to verify the reference.

Signed



Date (dd/mm/yy)

05 - 03 - 20 20

Where this form is submitted electronically and without signature, electronic receipt of this form by Study Group will be deemed equivalent to submission of a signed version and will constitute confirmation of the declaration above.

Appendix 1:

Spent convictions and the DBS filtering rules

Spent convictions		
Sentence	Rehabilitation period (in all cases the period commences from the date of the conviction)	
	Aged over 18 at the time of the conviction	Aged under 18 at the time of the conviction
Prison sentence of more than 4 years	Never	Never
Prison sentence of more than 30 months but less than or equal to 4 years	Length of sentence + 7 years	Length of sentence + 3.5 years
Prison sentence, or sentence of detention, of more than 6 months but less than or equal to 30 months	Length of sentence + 4 years	Length of sentence + 2 years
Prison sentence, or sentence of detention, of less than or equal to 6 months	Length of sentence + 2 years	Length of sentence + 18 months
Removal from HM Service	1 year	6 months
Service detention	1 year	6 months
Community order	1 year	6 months
Fine	1 year	6 months
Youth rehabilitation order	N/A	6 months
Compensation order	Once paid in full	Once paid in full
Hospital order	At the end of the order	At the end of the order
Conditional discharge, binding over, care order, supervision order, reception order	At the end of the order	At the end of the order
Absolute discharge	Spent immediately	Spent immediately
Disqualification	End of the disqualification	End of the disqualification
Relevant order	End of the order	End of the order
Conditional cautions	Once conditions end	Once conditions end
Caution, warning, reprimand	No period	No period

Filtering rules

You are not required to disclose information about spent criminal convictions for offences committed in the United Kingdom if you were over 18 years of age at the time of the offence and:

- 11 years have elapsed since the date of conviction;
- it is your only offence;
- it did not result in a custodial sentence; and
- it does not appear on the list of "specified offences".

You are not required to disclose information about a spent caution in relation to an offence committed in the United Kingdom if you were over 18 years of age at the time of the offence and six years has elapsed since the date it was issued, and provided it does not appear on the list of "specified offences".

You are not required to disclose information about a spent criminal conviction if you were under 18 years of age at the time of the offence and:

- five and a half years have elapsed since the date of conviction;
- it is your only offence;
- it did not result in a custodial sentence; and
- it does not appear on the list of "specified offences".

You are not required to disclose information about a spent caution if you were under 18 years of age at the time of the offence and two years has elapsed since the date it was issued, and provided it does not appear on the list of "specified offences".

The list of "specified offences" that will always be disclosed can be found at:

<https://www.gov.uk/government/publications/dbs-list-of-offences-that-will-never-be-filtered-from-a-criminal-record-check>.