

# Applying to become a Tutor for La Jolie Ronde Guidance Notes

Before completing the application form, please ensure you are happy to comply with all the requirements of these guidance notes.

# We require:

- A full address history for the last 5 years with no gaps.
- A full employment and education history. This must include everything you have done from the
  age of 18 up to the present day. It is important there are no gaps in your employment history so
  please account for any breaks in employment/education, for example; maternity leave,
  travelling, looking for work, bringing up children etc.
- As part of our safer recruitment guidelines, we will contact your 2 most recent employers, simply to confirm your employment dates and suitability to work with children.

# You will need to supply:

- An Enhanced Disclosure check. For England and Wales this is through the Disclosure and Barring Service (DBS), if you already have a fee charged DBS certificate registered with the update service there will be no cost. For Scotland, the disclosure will be issued through Disclosure Scotland, for Northern Ireland, Access N.I., and for the Republic of Ireland, Garda Vetting (suitable existing certificates are acceptable). The cost of these checks varies, please ask for details. More information about the various disclosure checks can be discussed when you speak to us.
- A criminal record check from any countries where you have lived outside of the UK or Ireland for more than 3 months within the past 5 years. This is in addition to the UK/Ireland Enhanced Disclosure check. Please ask if you need any help applying for any overseas police checks.
- A suitable photographic Identity Document.
- Proof of your current address.
- A work permit/visa to live and work in the UK/Ireland, if applicable.
- Evidence of your Settled Status if you are an EU citizen.

# We will ask you to:

- Undergo a language check in French and/or Spanish, as well as English if it is not your mother tongue.
- Meet with a member of the Licensee & Tutor Support Team via videocall so that they can verify the relevant original documents and sign an identity declaration with you.
- Complete online induction training in the La Jolie Ronde methodology.
- Observe live lessons with your licensee and complete a lesson observation report form as part of your training.
- Complete online safeguarding training unless you have already completed suitable safeguarding training within the past 3 years and can provide a certificate of proof.
- Adhere to the terms and conditions of the Tutor Agreement (copy at the end of this pack).
- Agree terms and conditions relating to your teaching with your licensee.
- Commit to a minimum of 12 months' service to your licensee when signing your Tutor Agreement and Tutor Engagement Agreement. Please ensure you can commit to this before completing the application form.

# After completing the application process and signing the agreements with La Jolie Ronde, you will be required to:

- Pay a refundable bond of up to £150/€180 for your own set of teaching materials (£25/€30 per programme). This will be refunded to you on termination of your contract and once the materials have been returned.
- Complete online training in the La Jolie Ronde programmes, including producing lesson plans, to prepare you to teach.
- Commit to ongoing quality assurance checks.

# Costs to you to becoming a tutor with La Jolie Ronde:

- Enhanced Disclosure check costs vary dependent on country. Please ask for details.
- Overseas criminal records clearance (if applicable). These vary from country to country.
- Safeguarding training (unless already completed within the last 3 years).
  - O UK residents £18.00 through La Jolie Ronde
  - Ireland residents Free of charge via TUSLA
- Refundable bond for teaching materials Up to £150/€180 with an option to pay in monthly instalments.
- All La Jolie Ronde programme training and support is provided free of charge.

If you have any questions regarding any of the above, please do not hesitate to contact us.

# **Document Checking and Next Steps**

- Firstly, arrange a call with us. We'll talk you through the tutor application process, check your language level(s) and answer any questions you may have.
- Complete the Personal Information Form (separate document) and submit it to La Jolie Ronde by email along with any relevant additional documents, for example:
  - Copies of any teaching or language qualification certificates
  - Police clearance for any countries where you have lived for more than 3 months in the past 5 years
  - Safeguarding training certificate or proof of attendance from within the past 3 years
- After submitting the Personal Information Form, you will be sent the La Jolie Ronde Induction Training.
- Complete our Identity Declaration Form, which is an electronic document emailed to you from
  Eversign / Xodo. Please let us know if you do not receive the email. You will need to upload copies of
  the relevant identity documents needed to support your application.
  - o Proof of nationality and photographic ID using one of the following options:
    - Passport
    - ID Card
    - Birth Certificate AND Driving Licence
  - Proof of your current address:
    - Driving Licence (preferred)
    - Council Tax Bill for the current tax year
    - Utility Bill / Bank Statement dated within the past 3 months
  - Proof that you can work in the UK/Ireland (if applicable):
    - Work Permit (nationality outside of EU)
    - Proof of Settled Status (EU nationals)
  - Proof of National Insurance number (UK only)
  - Proof of name change (if applicable)
- Once you submit the declaration, we will arrange a video call with you to check that the copies you submitted match your original documents and that your photographic ID is a true likeness. Once this check is complete you and La Jolie Ronde will receive a signed copy of your Identity Declaration.
- Complete an Enhanced Disclosure Check. See above for details of what is required.
  - If you have an existing DBS certificate which is registered with the update service (England/Wales) or a Garda Vetting Disclosure (Ireland) which was not issued via La Jolie Ronde, we will need to see the original certificate.



# LA JOLIE RONDE LTD TUTOR AGREEMENT

#### **Tutor Number:**

#### 1. Parties

- (a) La Jolie Ronde Ltd of 27 Market Place, Bingham, Nottingham NG13 8AN ('the Company') and
- (b) The Tutor
- 2. The Company consents to the engagement of the Tutor by one or more Licensees of the company on such terms as may be agreed between the Tutor and the Licensee(s) to provide language teaching services under the name "La Jolie Ronde".
- 3. The Tutor agrees with the Company:-
- a. Not at any time during or after the expiry of this agreement to divulge or to allow to be divulged to any person any confidential information relating to the Company's business or teaching methods or the Licensee's business or its pupils.
- b. Not to permit any other person to assist in the provision of teaching services under the name La Jolie Ronde or in connection with its teaching methods to La Jolie Ronde pupils unless such person has first signed a licence agreement as either a tutor or a licensee with the company.
- c. To abide by the terms and conditions of the agreement signed between the Tutor and the Licensee.
- d. To pay a refundable bond for the provision of the teaching materials required in clause 2 of this agreement.
- e. In the event of termination of this Agreement, the Tutor shall:
  - a. Return all materials belonging to the company promptly and in any event, within one calendar week of the Tutor's last class.
  - b. Return all business details related to dealings between the Tutor and the company.

- c. Failure to return all materials belonging to the company in the timescale defined in e.a above, will cause the Tutor to incur a fee payable to the company of £100 for each week the materials are outstanding.
- f. The Tutor may, during the course of this Agreement, teach pupils other than under the name La Jolie Ronde and such teaching may be for the Tutor's own account or on behalf of another person, firm or company provided that these classes are not directly or indirectly in competition with the Company. In the event of such other teaching the Tutor may not use materials or confidential or copyrighted matter provided by the Company.
- g. To instruct the pupils in languages and culture in accordance with the Company's teaching methods. The Company's teaching methods are set out in its manuals, visual aids and teaching aids. These are to be provided by the Company solely for the purposes of teaching pupils attending classes run by La Jolie Ronde licensees and tutors. These materials remain in the Company's ownership through the duration of the agreement and thereafter. They must be kept in good condition and must be returned to the Company promptly and in any event, within one calendar week of the Tutor's last class.
- h. To abide by generally accepted principles of good conduct of teachers
- i. To allow a duly authorised Company representative to be present at any of the classes taught by the Tutor under the name La Jolie Ronde and to attend regular meetings with other tutors and licensees within the La Jolie Ronde network as required from time to time and at reasonable times by the Company, in each case for the purposes of quality control and continuous professional development throughout the network
- j. To inform the Company of any change in personal circumstances that may affect the business.
- k. To abide by the conditions of the public liability insurance provided by the Company.
- I. Not to reproduce in any way the copyrighted teaching and learning materials provided by the Company without the Company's prior written consent.
- m. To complete the training provided and required by the Company prior to teaching under the name La Jolie Ronde and to undertake Safeguarding refresher training on a 3-yearly basis, with evidence of the training provided to the company upon completion.
- n. The Tutor is required to give one complete academic term's notice. Failure to comply with this will render the Tutor liable to pay compensation to the Company and to any Licensee(s) they are working with.

- o. For the period of 12 months after termination of this tutor agreement neither the Tutor nor a representative of the Tutor or his/her organisation will solicit the custom for teaching purposes of any pupil who was a pupil of the Company within the period of 12 months before termination of this tutor agreement and not within such period after termination to teach or be involved directly or indirectly in the teaching of any such pupil. This clause does not apply to pupils who were already pupils of the tutor, prior to their engagement with La Jolie Ronde.
- p. The Tutor shall not at any time after termination of this tutor agreement:
  - i. use any of the Company's materials, method, and system unless this is prior agreed in writing by the Company, such agreement not to be unreasonably withheld or delayed.
  - ii. enjoy the use of the marks, trade names of the Company and other property rights owned by the Company.
  - iii. purport to be associated with the Company.
- q. The Tutor will not set up, run independently or in conjunction with another person or business, or act as an adviser to any supplier of tuition to students of languages in competition to the Company within the Area during the subsistence of this tutor agreement.

# 4. Severability

The restrictions contained in clause 3 are separate restrictions each of which is considered reasonable by the parties. Each of these restrictions shall continue to apply after the termination of this tutor agreement without limit in point of time (save as therein stated) but shall cease to apply to information or knowledge which may come into the public domain

- 5. Nothing in this tutor agreement shall be deemed to imply the relationship of partners or of employer and employee between the Company and the Tutor.
- 6. The Company may terminate this tutor agreement by written notice taking immediate effect if the Tutor is in substantial breach of his or her obligations hereunder:
  - a. a receiver is appointed over any of the property or assets of the Tutor;
  - b. the Tutor commits an act of insolvency;
  - c. the Tutor ceases, or threatens to cease, to carry on business;
  - d. the Tutor is cautioned or convicted of any offence involving children;
  - e. if the teaching situation changes, for example if a host school no longer accepts the Tutor as a French and/or Spanish teacher to its children
  - f. if the approach to parents, children, or a host school by the Tutor is (in the opinion of the Company) unacceptable or unreasonable
- 7. The Company shall provide training at a level considered reasonable by the company.

# 8. Privacy

The Company shall process personal information provided by the Tutor, solely for the purposes of carrying out this agreement. It will only be passed to third parties where this is necessary for the Company to meet the requirements of our agreement with the Tutor. The Company is registered as a data controller with the Information Commissioners Office.

9. The Company may at any time during the term of this tutor agreement alter its provisions upon the expiration of three months prior notice in writing of its intention to do so. If the Tutor does not accept the Company's proposed alterations, he/she must, within 14 days of receipt of the Company's written notice, give three months notice in writing to the Company and to any Licensee(s) they are working with, to terminate this Agreement. In the absence of such notice of termination the Tutor shall be deemed to have accepted the alterations.



# LA JOLIE RONDE LTD TUTOR ENGAGEMENT AGREEMENT

| 1. | <b>Parties</b> |
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| a | ('the Tutor'), licence number    |
|---|----------------------------------|
| b | ('the Licensee'), licence number |

- c. La Jolie Ronde Ltd ('the Company')
- d. Any additional licensees listed in Appendix 1
- 2. This agreement shall commence on the date the company signs below.
- 3. The Company consents to the engagement of the Tutor by the Licensee on the following conditions
  - a. The Tutor shall
    - i. Abide by the conditions in the Tutor agreement with the Company
    - ii. Abide by the conditions of any agreement with the Licensee
    - iii. After engagement by an initial Licensee, not engage with another Licensee without seeking approval from all Licensees and the Company. Approval to be recorded in Appendix A of this agreement.
  - b. The Licensee shall
    - i. Abide by the conditions of any agreement with the Tutor
    - ii. Carry out regular quality control checks and report findings to the company
    - ii. Ensure the Tutor is provided with full support and clear instruction on the requirements for running classes for the Licensee