

Terms and Conditions of Business

PART A – TERMS OF BUSINESS APPLICABLE TO THE INTRODUCTION OF BOTH TEMPORARY AND PERMANENT WORKERS (PUBLIC AUTHORITY CLIENTS)

1. Definitions

In these Terms of Business the following definitions apply:-

“Applicant” means an individual introduced to the Client by TWL from time to time as a potential Permanent or Temporary Worker;

“Assignment” means the period during which the Temporary Worker is supplied to render services to the Client;

“TWL” means Teachweb Ltd, Limited (registered number 3536931) whose registered office is situated at 14 Walden House, ‘Pimlico Road, London SW1W 8LH

“The Client” means the person, institution, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to which the Applicant is introduced;

“Employment Agency” means the activity of offering Introductions to Permanent Workers for permanent Engagements;

“Employment Business” means the activity of offering Introductions to Temporary Workers for temporary Engagements;

“Engagement” means any employment or use of an Applicant by a Client on a permanent or temporary basis, whether under a contract of service or for services, agency arrangement or any other engagement;

“Gross Remuneration” means the gross annual taxable salary payable to the Applicant in his or her capacity as a Temporary Worker;

“Introduction” means the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to search for a Temporary or Permanent Worker and which leads to an Engagement;

“Permanent Worker” means an Applicant whose services are introduced to the Client by TWL for which the Client agrees to engage such Applicant under a permanent contract of employment;

“Temporary Worker” means an Applicant whose services are supplied to the Client by TWL for which the Client agrees to engage such Applicant on a short term or temporary basis;

“Worker” means either a Temporary or Permanent Worker as defined above. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

The headings contained within these terms are for convenience only and do not affect their interpretation.

2. GENERAL

2.1 In respect of the introduction of Temporary Workers, TWL will be acting as an Employment Business. In respect of the introduction of Permanent Workers, TWL will be acting as an Employment Agency.

2.2 These terms govern the supply of both Temporary and Permanent Workers to the Client and are applicable to any and all Introductions. These Terms are deemed to be accepted by the Client by virtue of its request for, interview with, or engagement of the Temporary or Permanent Worker.

2.3 No variation or alternation of these terms shall be valid unless approved in writing by both TWL and the Client.

2.4 Unless otherwise agreed in writing, these terms shall prevail over any terms of business provided by the Client.

2.5 All payments due to TWL pursuant to these terms shall be paid within 14 days of the date of any invoice. In respect of any amount to be paid by the Client to TWL pursuant to these terms, TWL reserves the right to charge interest on any unpaid amounts at the rate of 4% per annum above the base rate of Barclays Bank plc from the due date until the date of payment, and to claim legal costs, where such amount remains outstanding for more than 14 days from the date of the invoice.

2.6 Whilst TWL agrees to make every reasonable effort to ensure reasonable standards of skills, integrity, reliability and suitability of Applicants introduced to the Client, it is the responsibility of the Client to satisfy itself on all such matters and on the suitability of any Applicant before Engagement.

2.7 The Client acknowledges and agrees that TWL may from time to time contact the Client to offer services which may be of interest to the Client.

2.8 These terms shall be subject to and interpreted in accordance with the laws of England and TWL and the Client shall submit to the exclusive jurisdiction of the Courts of England.

2.9 All invoices issued pursuant to these terms will be subject to value added tax on the full amount of the invoice.

2.10 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

2.11 In the event that the provision of the services by TWL will require the use of or access to personal data (as that term is defined in the Data Protection Act 1998 (the “Act”) or in any legislation amending or superseding the Act) supplied by TWL, the Client will use such personal data only in accordance with the written instructions of TWL:

(a) any written data, including, without limitation, any personal data so supplied by TWL will remain the property of TWL, and, upon expiry or termination (howsoever effected) of the agreement, the Client will forthwith procure the return of the same and any copies thereof to TWL;

(b) without prejudice to the foregoing, the Client will comply with obligations equivalent to those imposed by the seventh principle of the Act. TWL may take all reasonable steps to ensure such compliance by the Client.

2.12 Save for any information already in the public domain or any information which subsequently comes into the public domain other than by a breach of this clause, neither TWL nor the Client shall use or disclose any information (including without limitation any trade secrets, business or commercially sensitive information) obtained from the other except as necessary for the performance of these terms.

2.13 TWL acknowledges that the Client is subject to the Freedom of Information Act 2000. Each party to these terms shall transfer any request for information related to TWL, to these terms or to any services provided by TWL received under that Act to the other within two working days after receipt. Notwithstanding the right of the Client, in its sole discretion, to decide how to respond to such request, it shall take TWL’s views into account to the extent that such request relates to information about TWL or these terms. The Client shall also notify TWL as soon as practicable where any response to such request is referred to the Information Commissioner.

2.14 To avoid doubt, during each Assignment the Client will comply with the National Remodelling Team’s guidance on the provision of Planning, Preparation and Assessment Time (“PPA”) to which the Client is ordinarily subject in respect of the Client’s own permanent teaching staff. Clients are responsible for ensuring they provide a Temporary Worker at least half an hour per day for such planning, preparation and Assessment (“PPA time”) if the Temporary Worker is required by the Client to prepare lessons, prepare classwork and/or mark work.

2.15 TWL shall be entitled to invoice, and the Client shall pay, for such PPA Time in accordance with these Terms and the Client shall indemnify and keep indemnified TWL against any costs, claims or liabilities incurred by TWL arising from the Client’s failure to provide PPA Time where applicable in line with clause 2.14.

PART B – TERMS OF BUSINESS APPLICABLE ONLY TO THE INTRODUCTION OF TEMPORARY WORKERS

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3. CHARGES

3.1 In respect of any Engagements of Temporary Workers, the Client shall pay and TWL shall collect from the Client, on behalf of Temporary Workers, as notified to the Client at the commencement of the Assignment:

- (a) remuneration as agreed between the Client and TWL from time to time based upon hourly or daily rates; and,
- (b) remuneration including but not limited to statutory holiday entitlement as laid out in the Working Time Regulations 1988 (where applicable); and,
- (c) additional holiday pay as agreed between TWL (on behalf of the Temporary Worker) and the Client from time to time.

3.2 TWL agrees to pay the above mentioned remuneration to the Temporary Worker subject to such deductions relating to PAYE as are required by section 134 Taxes Act 1988 and all other such deductions as TWL is required to make by law.

3.3 The Client also agrees to pay to TWL all National Insurance contributions, which TWL is obliged by law to pay in relation to all services which the Temporary Worker provides to the Client.

3.4 For the avoidance of doubt any charges payable by the Client are inclusive of TWL's commission and employers National Insurance contributions. The Client agrees to pay to TWL a commission for introduction of the Temporary Worker the rates of which are to be agreed between Agent and the Client.

3.5 The Client shall at the end of each week of an Assignment (or shorter period as agreed), sign TWL's timesheet(s) verifying the number of days and hours worked by the Temporary Worker during that week.

3.6 Failure to sign the time sheet does not absolve the Client from its obligation to pay the charges in respect of those days/hours worked by the Temporary Worker. However, should the Client sign the time sheet this shall indicate the Client's satisfaction of those services, that the Client is agreeing to these terms and provides TWL with the authority to issue an invoice based on the hours worked as stated on the signed time sheet.

4. CLIENT REQUIREMENTS

4.1 TWL will endeavor to supply such Temporary Workers to carry out Assignments for the Client as the Client shall notify to TWL when giving details of its requirements.

4.2 When placing its order the Client shall specify its exact requirements by providing full details of the type of work for which the Temporary Worker is required.

4.3 The details provided shall include, but shall not be limited to, details of special skills or qualifications required for such work.

4.4 The Client shall not permit any Temporary Worker to undertake any work other than that which has been notified by the Client.

5. TRANSFER FEE

5.1 If within either 14 weeks of the start of the Temporary Worker's first Assignment for the Client or within 8 weeks of the end of any Assignment, whichever period ends later, the Client wishes to employ the Temporary Worker direct on any basis or, the Client refers the Temporary Worker to another party and that party employs the Temporary Worker on any basis, the Client must notify TWL in writing and TWL will be entitled to charge a non-refundable transfer fee to the Client or to agree an extension of the hiring period with the Client.

5.2 The transfer fee shall be the greater of £2,500 or 15% of the Gross Remuneration of the Temporary Worker ("the Transfer Fee").

5.3 The Client may, instead of paying the Transfer Fee, at its option on written notice to TWL elect to extend or renew on the same terms as the most recent Assignment (as the case may be), the period of the Assignment for a period of not less than 20 weeks in which case these Terms shall continue to apply to such extended period and the Transfer Fee shall not be payable on the expiry of such extended term.

5.4 For the purposes of calculating the start date for the purposes of determining the 14 week period where there has been a break of more than 42 days between Assignments this will break continuity for the purpose of calculating the start of the 14 week period and the later Assignment will be taken as the first Assignment.

5.5 VAT may be payable in addition to any fee due.

6. NOTIFICATION

6.1 The Client agrees:

- (a) to notify TWL immediately of any offer of employment on any basis which it makes to the Applicant;
- (b) to notify TWL immediately when any offer of employment has been accepted by the Applicant.

7. REFUND/CANCELLATION

7.1 In the event of TWL being notified that the services are unsatisfactory, TWL may at its absolute discretion refund or cancel the charge for the introduction of the Temporary Worker and be responsible to the Temporary Worker for any monies due and owing to that Temporary Worker for the time worked provided always that the Temporary Worker leaves that Assignment immediately and that such notification, which must be confirmed in writing within 5 days is received either:

- a) within 4 hours of the Temporary Worker commencing duties where the booking is for more than 7 hours; or
- b) within 2 hours for bookings of 7 hours or less.

8. LIABILITY

8.1 Whilst every effort is made by TWL to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from Temporary Workers and further to provide those Temporary Workers in accordance with booking details, no liability will be accepted by TWL for any loss, damage, expense or delay arising from any failure to provide any Temporary Worker for all or part of the period of the booking or from the negligence, dishonesty or misconduct of that Temporary Worker.

8.2 If the Temporary Worker is unable to complete an Assignment due to, but not limited to, incapacity, illness or bereavement will make every effort to find a suitable replacement. TWL accepts no liability for any loss, damage, expense or delay arising from a Temporary Worker being unable to complete an Assignment. TWL is not able to supply a replacement if the Temporary Worker is taking part in an official strike or any other official industrial dispute.

8.3 Temporary Workers provided are deemed to be under the direction and control of the Client from the time the Temporary Worker reports to take up duties for the duration of the Assignment and the Client agrees to be responsible for all acts, errors and omissions be they willful, negligent or otherwise as though the Temporary Worker were on the payroll of the Client. The Client will in all respects comply with all statutes, bye laws, codes of practice and legal requirements to which the Client is ordinarily subject to in respect of the Client's own staff, including the provision of adequate Employers, Professionals and Public Liability insurance cover for the Temporary Worker during all Assignments and to comply with, but not limited to, the Working Time Regulations 1998.

8.4 The Client shall advise TWL of any special health and safety matters about which TWL is required to inform the Temporary Worker. The Client will assist TWL in complying with TWL's duties under the Working Time Regulations 1998 by supplying any relevant information about the Assignment requested by TWL and the Client will not do anything to cause TWL to be in breach of its obligations under these Regulations.

8.5 The Client shall at all times keep TWL fully indemnified against any costs, claims (including, but not limited to, any claims arising from any potential, actual or deemed employment), expenses, loss, liabilities and damages incurred by TWL in respect of matters arising out of this agreement by virtue of the Client's direction and control of the Temporary Worker or arising out of any breach of this agreement or negligent act or omission of the Client.

8.6 TWL shall not be liable to the Client for any loss, liability, damages, costs, claims or expenses suffered or incurred by the Client howsoever arising, as a result of the negligence, dishonesty or misconduct of the Temporary Worker or arising from, or connected with, the Engagement of the Temporary Worker under this agreement. TWL does not exclude or limit liability for death or personal injury.

9. TERMINATION

9.1 The Client, TWL or the Temporary Worker, may terminate an Assignment at any time without prior notice or liability. Save in respect of those Temporary Workers who may be subject to a notice period of which the Client will receive notification from TWL in which case an equivalent notice period shall be required from the Client. In the event of termination, all outstanding or accrued fees due to TWL by the Client remain due and payable.

PART C – TERMS APPLICABLE ON THE INTRODUCTION OF PERMANENT WORKERS

10. NOTIFICATION AND FEES

10.1 The Client agrees:

- (a) to notify TWL immediately in writing of any offer of an Engagement which it makes to the Applicant and
- (b) to notify TWL immediately in the event its offer of an Engagement is accepted; and
- (c) to pay TWL's fees which are charged for each Introduction of a Permanent Worker within 14 days of date of invoice (see part 5.2 above); and
- (d) to pay VAT, if applicable, on all charges.

11. REFUND GUARANTEE

11.1 Should the Applicant, having taken up employment as a Permanent Worker, leave such employment the Client may be eligible for a refund provided always that written notification is received by TWL within 7 days of the termination date and that the invoice issued by TWL has been paid in full within 14 days of the commencement of employment, in which case the Client will be entitled to the following refund:

- a) within 2 weeks from the commencement of the engagement – 90%
- b) within 6 weeks from the commencement of the engagement, or one school half term (whichever is the shorter), - 60%
- c) within 12 weeks from the commencement of the engagement, or one school term (whichever is the shorter) – 30 %

12. INTRODUCTION

12.1 Introductions are confidential. If the Client or any representative or employee of the Client refers the Applicant to any other person, firm, or corporation within 4 months of the initial Introduction, and that person, firm or corporation engages that Applicant on a permanent, temporary or freelance basis, then the fee as indicated in condition 10 of this agreement shall become payable by the Client as though the Client themselves had engaged the Applicant.

13. LIABILITY

13.1 TWL shall not be liable to the Client for any loss, liability, damages, costs, claims or expenses suffered or incurred by the Client howsoever arising, as a result of the negligence, dishonesty or misconduct of the Worker or arising from, or connected with, the Engagement of the Permanent Worker under this agreement.