

# Terms and Conditions of Business for the hire of permanent staff

## 1. Definitions

In these Terms of Business ('the Permanent Terms'):-

- (a) **'Appointment'** (and related expressions) means employment or use in the following circumstances:
  - (i) under a contract of service or for services; or
  - (ii) under an agency, licence, franchise or partnership; or
  - (iii) in a joint venture agreement or arrangement.
- (b) **'Candidate'** means a person introduced by Teach Education to the client (including without limitation any temporary worker introduced).
- (c) The **'Client'** means the person or organisation to whom a Candidate is introduced.
- (d) Reference to the singular includes the plural and reference to the masculine includes any gender and vice-versa.
- (e) **'Regulations'** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended from time to time). Where a vehicle is provided for the candidates domestic use, then the sum of £5000 shall be added to the remuneration.
- (f) **'Remuneration'** means all payments, bonuses, commission, profit sharing, London weighting allowance, benefits in kind and any other payment arising from the engagement and whether payable to the candidate or to a third party (including, without limitation, a limited company connected with the candidate).

The following terms apply where the Candidate is introduced for engagement by the Client where the Client will be paying the Candidate's remuneration to them. In these circumstances Teach Education will be acting as an agency within the meaning of the Regulations.

## 2. Introduction

A Candidate is introduced to the Client when Teach Education supplies, orally or in writing, any information about the Candidate. A Candidate shall be deemed to have been introduced to the Client unless within 72 hours (excluding weekends and bank holidays) of delivery to the Client of sufficient information to enable it to identify the Candidate or, if later, at the first interview of the Candidate, the Client notifies Teach Education in good faith that the Candidate is already known to it.

## 3. How a client accepts these terms of business

A Client will accept these Terms of Business by interviewing, appointing or continuing to appoint a Candidate introduced by Teach Education, or by passing any information about a Candidate to any third party following an introduction.

These terms shall apply to the exclusion of any conditions of purchase or similar terms of the Client.

## 4. How the introduction fee is calculated

The fee payable by the Client to Teach Education for the introduction of a Candidate who subsequently accepts an appointment is 20% of the appointed Candidate's annual remuneration.

The fee is payable for any appointment that takes place within nine months of the original introduction. An introduction fee is still payable if the Candidate is appointed in a position other than the one originally intended. No charge whatever is made to the Candidate. All fees are subject to VAT.

Teach Education may alter this scale from time to time and, if appropriate, the Client will be advised in writing.

## 5. When the client pays the introduction fee

The Client must notify Teach Education immediately they appoint a Candidate whom Teach Education has introduced. The Client must also inform Teach Education of the agreed salary details. The Introduction Fee must be paid within two weeks of the date of the invoice and if not paid within such period then Teach Education shall be entitled to charge interest on any accounts which remain outstanding at the rate of 0.5% of the original amounts each full week until the account is settled.

## 6. Suitability and references

- (a) In accordance with the requirements of the Regulations, Teach Education will not introduce a Candidate to the Client without first obtaining confirmation of their identity, that they are willing to work in the position to which the Client wishes to appoint them ('Position') and that they have the experience, training, qualifications and any authorisation which the Client considers necessary for the Position or which are required by law or any professional body.
- (b) The information which Teach Education has obtained under paragraph (a) above will be provided to the Client when a Candidate is Introduced. Where the information is not given in paper form or by electronic means then it will be provided in such means no later than the third business day thereafter, unless the Candidate had been supplied to the Client in the previous five business days and the information had already been supplied to the Client.
- (c) Teach Education will not introduce a Candidate to the Client unless it has taken all reasonably practicable steps to ensure that the Client and the Candidate are aware of any requirements imposed by law or any professional body which must be satisfied to enable the Candidate to work in the Position. Teach Education will also make such enquiries as are reasonably practicable to ensure that it would not be detrimental to the interests of either party for the Candidate to work in the Position.
- (d) To enable Teach Education to comply with its obligations under the Regulations, the Client must provide Teach Education with sufficient information to enable it to select a suitable Candidate for the Position which must include the date on which the Client requires the Candidate to commence work and (if the Appointment is for a fixed period) the likely duration; the nature of the work, the location, hours and any risks to health and safety known to the Client and the steps taken to control such risks; details of the experience, training, qualifications and any authorisations which the Client considers necessary, or which are required by law or any professional body for the Candidate to possess to work in the Position; details of any expenses payable.
- (e) The Client will also inform Teach Education of the minimum rate of remuneration and other benefits for the Position, the intervals of pay and the notice required to terminate the appointment.
- (f) Notwithstanding the above, the Client must satisfy itself as to the suitability of the Candidate and the Client shall take up such references provided to the Client by Teach Education or the Candidate before appointing the Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement for medical examinations and/or any investigations into the medical history of the Candidate and satisfying any medical or other requirements, qualifications or permission required by law applicable to the Appointment.
- (g) Teach Education will take all reasonably practicable steps to obtain copies of any relevant qualifications or authorisations and two references from persons not related to the Candidate who have agreed that the references they provide may be disclosed to the Client. Teach Education shall offer to provide copies of such information to the Client and if it is unable to obtain any of the above information then it shall inform the Client of the steps it has taken to obtain it.

## **7. Rebate entitlement**

If the Candidate's appointment comes to an end for whatever reason within four working weeks from the start date, the Client must notify Teach Education in writing and Teach Education will refund the introduction fee. Where the appointment is terminated with notice then the relevant four week period ends on the date the appointment comes to an end and not (if different) the date when notice is given.

If within nine calendar months of the termination of the appointment the candidate is re-appointed by the Client (other than as a Temporary Worker provided by Teach Education) then an introduction fee shall be due in accordance with these terms in respect of that appointment.

## **8. The availability of Teach Education candidates**

Teach Education does not guarantee that a Candidate is available to accept any appointment.

## **9. Introduction of a Teach Education candidate to a third party**

The introduction of a Candidate by Teach Education is confidential. The Client must not, directly or indirectly, transfer or introduce a Teach Education Candidate to any other person, school, firm or company where they are subsequently appointed in a permanent or temporary position within nine months from the date of the introduction by the Candidate to the Client by Teach Education. If this happens the Client will have to pay Teach Education the full introduction fee for the appointment as if the Client itself had appointed the Candidate. In these circumstances, the rebate entitlement in clause 7 of these conditions shall not apply.

## **10. Liability for loss or damage**

Under no circumstances is Teach Education liable for loss, damage or expense suffered or Incurred by the Client or any other person, school or company from the introduction or subsequent appointment of a Candidate save for death or personal injury caused by Teach Education's own negligence.

## **11. Data protection**

The Client and Teach Education will use and process personal data for recruitment purposes only and in accordance with UK Data Protection Legislation. To improve Teach Education's service to the Client through training, communications with Teach Education may be monitored or recorded. If the Client prefers not to be contacted or receive further information from Teach Education, it must contact its local Teach Education office.

## **12. Copyright**

Teach Education retains copyright in all advertising and other material produced by it which may not be copied or otherwise reproduced by the Client, whether in whole or in part, without the prior written consent of Teach Education.

## **13. Alterations**

No variation can be made to these Terms of Business without the agreement of Teach Education and the Client whereupon Teach Education will give the Client details of the variation in writing including the date upon which it is to take effect.

November 2010