

Terms and Conditions of Business for the hire of temporary staff

1. Definitions

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

- (a) The '**Assignment**' means any period during which the Temporary Worker is supplied to the Client by Teach Education.
- (b) '**Appointment**' has the meaning given in the Permanent Terms.
- (c) The '**Client**' means the person or organisation appointing the services of the Temporary Worker.
- (d) '**Employment Business**' means an employment business as defined in the Regulations.
- (e) Reference to the singular include the plural and reference to the masculine includes any gender and vice-versa.
- (f) '**Regulations**' has the meaning given in the Permanent Terms.
- (g) '**Relevant Period**' means the later of (1) 14 weeks from the start of first Assignment (each new Assignment where there has been a break of more than 42 days since the end of the previous Assignment shall also be considered to be the 'first Assignment' for these purposes) and (2) eight weeks from the day the Temporary Worker last worked on an Assignment.
- (h) '**Remuneration**' has the meaning given in the Permanent Terms.
- (i) '**Temporary Worker**' means the individual registered with Teach Education providing the services or whom it is intended shall provide the services.
- (j) '**Transfer Fee**' means the fee payable in accordance with clause 6 below;

The following terms shall apply where Teach Education supplies the Temporary Worker to the Client. In these circumstances Teach Education will be acting as an employment business within the meaning of the Regulations.

2. How a client accepts these terms of business

A Client will accept these Terms of Business by interviewing, appointing or Continuing to appoint a Temporary Worker introduced by Teach Education or by passing any information about a Temporary Worker to any third party following an introduction. A Temporary Worker is introduced to the Client when Teach Education supplies, orally or in writing, any information about a Temporary Worker.

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

3. Temporary worker charges and timesheets

The Client agrees to pay the charge of Teach Education as notified to and agreed with the Client. The charges comprise the Temporary Worker's pay (including holiday pay entitlement) and also Teach Education's commission, employer's national insurance contributions and any expenses agreed with the Client.

There are no rebates payable in respect of the charges for the supply of Temporary Workers, save as provided by clause 9 of these Temporary Conditions.

If requested by Teach Education, the Client shall sign Teach Education's time sheet at the end of each week of an Assignment verifying the number of hours worked by the Temporary Worker during that week. If the Client disputes the days/hours claimed by the Temporary Worker it shall in a timely manner provide Teach Education with all reasonable assistance to verify the hours worked.

4. When temporary worker charges must be paid

Teach Education will submit its invoices for its charges, and any other appropriate costs, on a weekly basis. The invoices are payable within 14 days of their date of issue. If the Client does not pay the invoice within 14 days Teach Education is 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.

5. Teach Education's responsibility for the temporary worker

- (a) Teach Education assumes responsibility for payment of remuneration, deduction and payment of, all statutory contributions in respect of Schedule E Incoming Related Insurance and administration of Schedule E Income Tax (PAYE) applicable to the Temporary Worker as required by law.
- (b) All Temporary Workers are engaged by Teach Education under contracts for services and not contracts of employment.
- (c) Without prejudice to the provisions of clause 8 below, all Temporary Workers supplied by Teach Education will have their own public liability insurance cover against the risk of injury or disease to third parties and damage to their tangible property which in each case results from the negligence of the Temporary Worker.

Particulars of the policy (including the sums insured) are available upon request from Teach Education.

6. Temporary worker appointment and transfer

- (a) Subject to the following paragraphs, if the Client appoints a Temporary Worker or former Temporary Worker (or engages them through another Employment Business) before or during the course of an Assignment, or within the Relevant Period then they must provide Teach Education with details of the remuneration payable to the Temporary Worker and pay a Transfer Fee which will be calculated and payable in accordance with the provisions of clauses 4 and 5 of the Permanent Terms. If the Client does not inform Teach Education of the true Remuneration then the Transfer Fee shall be 240 times the daily/hourly rate at which the Temporary Worker was last supplied to the Client. Similarly, the Client will be liable to pay the full introduction fee if it, in turn, introduces the Temporary Worker to another person firm or company which subsequently appoints them within the Relevant Period. This may include, by way of example only, another Employment Business or where the Client is a Local Education Authority, a school or other establishment with which it deals.
- (b) As an alternative to paying Teach Education the Transfer Fee stipulated in paragraph (a) above, the Client may elect (upon giving to Teach Education not less than five business days notice in writing before the engagement is to take effect) for an extended period of hire. Such extended period of hire shall be 20 weeks during which the Client will pay the charges then applicable pursuant to clause 3 above. However, if the Client does not give notice before the Temporary Worker is engaged it agrees that the Transfer Fee shall be due.
- (c) If the Client elects for an extended period of hire, as set out above, but before the end of such period (1) it engages the Temporary Worker either directly or pursuant to being supplied by another employment business or (2) the Temporary Worker chooses not to be supplied for an extended period of hire, the Transfer Fee may be charged (but reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client).
- (d) No rebate of the Transfer Fee will be payable should the appointment be subsequently terminated.
- (e) The above provisions apply irrespective of whether or not the Temporary Worker is appointed by the Client in the same position in the organisation.

7. Suitability and references

The provisions of clause 6 of the Permanent Terms shall also apply to the supply of Temporary Workers with the following alterations:-

- (a) *'Introduction'* shall include supply.
- (b) The term *'Temporary Worker'* shall be substituted for the word *'Candidate'*.
- (c) *'Assignment'* shall be substituted for *'Position'*.
- (d) Clause 6(e) shall not apply.

8. Client's responsibility for the temporary worker

- (a) Every Teach Education Temporary Worker provided to the Client is under the exclusive direction and control of the Client from the time the Temporary Worker reports to take up duties and throughout the Assignment. The Client undertakes to instruct and supervise the Temporary Worker and to provide him with the same facilities and assistance as if he were a member of the Client's own staff. The Client further undertakes to take all reasonable care to prevent injury or disease to the Temporary Worker and to prevent damage to the Temporary Worker's property. Furthermore, the Client undertakes that it shall comply with all statutes, bylaws and legal requirements affecting the Temporary Worker to which it is subject in respect of its own staff apart from those specified in condition 5. The Client will be responsible for all acts, errors or omissions on the part of the Temporary Worker during an Assignment, whether wilful, negligence or otherwise, as though they were directly employed by the Client and the Client shall indemnify Teach Education and keep it indemnified against all claims costs and liabilities incurred by Teach Education as a result of the act or omissions of the Temporary Worker during an Assignment save for any claim which arises as a result of Teach Education's own negligence or breach of contract.
- (b) In respect of each Temporary Worker, the Client undertakes to comply with all applicable laws, regulations relating to health and safety at work and the Working Time Regulations 1998 (excluding the paid annual leave and health assessment requirements under those Regulations) as though the Temporary Worker was directly employed by the Client. (The Client will assist Teach Education in complying with its duties under the Working Times Regulations 1998 by supplying any relevant information requested by Teach Education and the Client will not do anything to cause Teach Education to be in breach of its obligations under those Regulations).
- (c) The Client shall indemnify and keep Teach Education indemnified against any costs, claims and liabilities incurred by Teach Education as a result of the Client's negligence or breach of statutory duty or any breach by the client of its obligations pursuant to these Terms of Business.

9. Cancelling the temporary worker booking

- (a) The Client undertakes to supervise the Temporary Worker assigned to it sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship. If, however, the services of the Temporary Worker prove to be unsatisfactory the Client may terminate the assignment and shall inform Teach Education immediately.
- (b) In the event that the assignment is terminated by the Client pursuant to paragraph 9 a) above, the Client shall pay Teach Education for hours worked by the Temporary Worker up to the time of termination if it was agreed at the beginning of the Assignment that the Assignment would be for a fixed period of two days or less. In any other case, Teach Education may reduce or cancel the charge for the time worked by the Temporary Worker, provided that the Temporary Worker leaves the Assignment immediately and that the Client gives Teach Education notice by telephone (followed by written confirmation sent the same day) before 5pm on the day the Assignment is terminated, or if termination occurs after 2pm, before noon on the next working day.
- (c) The Client must notify Teach Education of any cancellation of any booking by 4pm on the previous day. Failure to do so will incur a day's booking charge.
- (d) Teach Education shall notify the Client immediately if it receives or otherwise claims information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment forthwith.

10. 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 would prefer not to be contacted or receive further information from Teach Education, it must contact its local Teach Education office.

11. Copyright

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

12. Alterations

No alterations can be made to these Terms of Business without the written consent of Teach Education.

November 2010