



TERMS OF BUSINESS

THE PARTIES

- (1) *REd Limited* (registered company no.6267283 of Innovation Centre Medway, Maidstone Road, Chatham ME5 9FD ("**the Employment Business**").
- (2) *School Name* ("**the Client**") to whom the Contractor is Introduced. For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Contractor is Introduced.

RECITALS

- (A) The Employment Business carries on the business of sourcing and supplying contractors to provide services to clients of the Employment Business. The Client has instructed the Employment Business to supply a Contractor to provide certain services, ("**the Contractor Services**") as specified in the relevant Assignment Details Form.
- (B) The Employment Business will Introduce a Contractor to the Client to provide the Contractor Services on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:

- "Assignment"** means the period during which the Contractor is supplied by the Employment Business to provide Contractor Services to the Client;
- "Assignment Details Form"** means written confirmation of the Assignment details agreed with the Client prior to commencement of the Assignment;
- "Charges"** means the charges as notified to the Client at the commencement of the Assignment and which may be varied by the Employment Business from time to time during the Assignment. The charges are comprised of the Contractor Fees, the Employment Business' commission, and any travel, hotel or other disbursements as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable;
- "Conduct Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

Registered Address: REd Teachers, Innovation Centre Medway, Maidstone Road, Chatham, Kent ME5 9FD
Registered in England and Wales NO. 6267283



“Contractor”	means the person, firm or corporate body introduced to the Client by the Employment Business to carry out an Assignment (and save where otherwise indicated, includes any Contractor Staff);
“Contractor Staff”	means any officer, employee, or representative of the Contractor supplied to provide the Contractor Services;
“Engagement”	means the engagement, employment or use of the Contractor’s services or the services of the Contractor Staff, directly by the Client or by any third party to whom they have been introduced by the Client on a permanent or temporary basis whether under a contract of service or for services, or an agency, licence, franchise or partnership arrangement, or through any other employment business or any other engagement and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“Introduction”	means (i) the passing to the Client of a curriculum vitae or information which identifies the Contractor or Contractor Staff (ii) the Client’s interview of a Contractor or Contractor Staff (in person, by telephone or by any other means), following the Client’s instruction to the Employment Business to supply a Contractor; or (iii) the supply of a Contractor; and, in any case, which leads to an Engagement of the Contractor or Contractor Staff; and “Introduces” shall be construed accordingly;
“Period of Extended Hire”	means any additional period that the Client wishes the Contractor to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;
“Relevant Period”	means (a) the period of 8 weeks commencing on the day after the <u>last</u> day on which the Contractor worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Contractor worked for the Client having been supplied by the Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous Assignment;
“Remuneration”	includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor for services rendered to or on behalf of the Client; and
“Transfer Fee”	means the fee payable in accordance with clause 8 below and Regulation 10 of the Conduct Regulations;
“Vulnerable Person”	means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen.

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

Registered Address: REd Teachers, Innovation Centre Medway, Maidstone Road, Chatham, Kent ME5 9FD
Registered in England and Wales NO. 6267283



- 1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1. This Agreement together with the attached Schedule (“**the Schedule**”) and any applicable Assignment Details Form (“**Agreement**”) constitutes the contract between the Employment Business and the Client for the supply of the Contractor Services by the Employment Business to the Client, and is deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of a Contractor or the passing of any information about the Contractor to any third party following an Introduction.
- 2.2. This Agreement contains the entire agreement between the Parties and unless otherwise agreed in writing by a director of REd Ltd the Employment Business shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.
- 2.3. Subject to Clause 6.2 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a director of REd Ltd, the Employment Business, and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing Contractors for Assignments with the Client.
- 2.5. The Client acknowledges that the Contractor and the Contractor Staff carrying out the Assignment have not opted out of the Conduct Regulations and that all of the Conduct Regulations apply to this Agreement.

3. CLIENT OBLIGATIONS

- 3.1. To enable the Employment Business to comply with its obligations under the Conduct Regulations the Client undertakes to provide to the Employment Business details of the position which the Client seeks to fill, including the following:
 - 3.1.1. the type of work that the Contractor would be required to do;
 - 3.1.2. the location and hours of work;
 - 3.1.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Contractor to possess in order to work in the position;
 - 3.1.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 3.1.5. the date the Client requires the Contractor to commence the Assignment;
 - 3.1.6. the duration or likely duration of the Assignment;
 - 3.1.7. the minimum rate of pay, expenses and any other benefits that would be offered.

4. INFORMATION TO BE PROVIDED

- 4.1. When Introducing a Contractor to the Client the Employment Business shall inform the Client:
 - 4.1.1. of the identity of the Contractor and that of the Contractor Staff supplied by the Contractor to carry out the Assignment;
 - 4.1.2. that the Contractor Staff has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;
 - 4.1.3. that the Contractor is Engaged by the Employment Business under a contract for services; and that the Contractor is willing to work in the Assignment;
 - 4.1.4. details of the Contractor Services to be provided;
 - 4.1.5. the Charges; and
 - 4.1.6. the length of notice that the Client would be entitled to give and receive to terminate the Assignment.
- 4.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Contractor is Introduced for an Assignment in the same position as one in which the Contractor had previously been supplied within the previous 5 business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

5. TIMESHEETS

- 5.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 week) the Client shall sign the Employment Business' timesheet verifying the number of days worked by the Contractor Staff during that week.
- 5.2. Signature of the timesheet by the Client is confirmation of the number of days worked by the Contractor Staff. If the Client is unable to sign a timesheet produced for authentication by the Contractor because the Client disputes the days claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what days, if any, were worked by the Contractor Staff. **Failure to sign the timesheet does not absolve the Client of its obligation to pay the charges in respect of the days worked.**
- 5.3. The Client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Contractor. In the event that the Client is dissatisfied with the work performed by the Contractor the provisions of clause 10.1 and 11 below shall apply

6. CHARGES

- 6.1. The Client agrees to pay the Charges. VAT is payable on the entirety of these charges at the applicable rate.
- 6.2. The Employment Business reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.

- 6.3. The Charges are invoiced to the Client on a weekly basis and are payable within 14 days.
- 6.4. The Employment Business reserves the right to charge interest on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the HSBC bank from the due date until the date of payment.
- 6.5. There are no refunds payable in respect of the Charges of the Employment Business.
- 6.6. The Client's obligations under this clause 6 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

7. PAYING THE CONTRACTOR

The Employment Business is responsible for paying the Contractor.

8. TRANSFER FEES

- 8.1. The Client shall be liable to pay a Transfer Fee if the Client Engages the Contractor Introduced by the Employment Business either directly or through another employment business, or introduces the Contractor to a third party and such introduction results in an Engagement of the Contractor or any Contractor Staff by the third party and:
 - 8.1.1. where the Contractor has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or
 - 8.1.2. where the Contractor has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Client.

The Transfer Fee will be calculated in accordance with the Schedule.

- 8.2. If the Client wishes to Engage the Contractor either directly or through another employment business, without liability to pay a Transfer Fee the Client may, on giving 5 working days written notice to the Employment Business, engage the Contractor for the Period of Extended Hire specified in the Schedule.
- 8.3. During such Period of Extended Hire the Employment Business shall supply the Contractor on the same terms on which it has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 8.2; and the Client shall continue to pay the Charges. If the Employment Business is unable to supply the Contractor for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Client does not wish to hire the Contractor on the same terms as the Assignment; but the Contractor is Engaged by the Client, the Client shall pay the Transfer Fee, reduced pro rata to reflect any Charges paid by the Client during any part of the Period of Extended Hire worked by the Contractor before being Engaged by the Client. If the Client fails to give notice of their intention to Engage the Contractor before the Engagement takes place, the parties agree that the Transfer Fee shall be due in full.
- 8.4. Where prior to the commencement of the Engagement the Employment Business and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with the Schedule pro-rata. Such reduction is subject to the Client Engaging the Contractor for the agreed fixed term. Should the Client extend the Contractor's Engagement or re-Engage the Contractor within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.

Registered Address: REd Teachers, Innovation Centre Medway, Maidstone Road, Chatham, Kent ME5 9FD
Registered in England and Wales NO. 6267283



- 8.5. No refund of the Transfer Fee will be paid in the event that the Engagement by the Client, either directly or through another employment business, or by a third party, terminates or terminates before the end of the fixed term referred to in Clause 8.4.
- 8.6. VAT is payable at the applicable rate in addition to any Transfer Fee due.

9. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

- 9.1. Where the Contractor or the Contractor Staff is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves working with, caring for or attending one or more Vulnerable Persons, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies to the Client of:
- 9.1.1. any relevant qualifications or authorisations of the Contractor or the Contractor Staff supplied to do the work; and
- 9.1.2. two references from persons who are not relatives of the Contractor Staff supplied to do the work and who have agreed that the references they provide may be disclosed to the Client;

and such other reasonably practicable steps as are required to confirm that the Contractor or the Contractor Staff supplied to do the work is suitable for the Assignment. If the Employment Business has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.

- 9.2. The Client shall advise the Employment Business at the time of instructing the Employment Business to supply a Contractor, or if it is not reasonably practicable, at the very latest, prior to the commencement of the Assignment, whether during the course of the Assignment, the Contractor or the Contractor Staff will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 [or equivalent legislation in Scotland or Northern Ireland].
- 9.3. The Client shall assist the Employment Business by providing any information required to allow the Employment Business to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 [or equivalent legislation in Scotland or Northern Ireland] and to allow the Employment Business to select a suitable Contractor for the Assignment.
- 9.4. In particular in the event that the Client removes a Contractor from an Assignment in circumstances which would require the Employment Business to provide information to the Independent Safeguarding Authority [or equivalent authority] under the Safeguarding Vulnerable Groups Act 2006 [or equivalent legislation in Scotland or Northern Ireland], the Client will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

10. UNSUITABILITY OF THE CONTRACTOR

- 10.1. The Client undertakes to supervise the Contractor sufficiently to ensure the Client's satisfaction with the Contractor's standards of work. If the Client reasonably considers that the Contractor Services are unsatisfactory, the Client may terminate the Assignment either by instructing the Contractor to leave the Assignment immediately, or by directing the Employment Business to remove the Contractor. The Employment Business may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Contractor, provided that the Client has notified the Employment Business that they have asked the Contractor to leave the Assignment or the Assignment terminates:

Registered Address: REd Teachers, Innovation Centre Medway, Maidstone Road, Chatham, Kent ME5 9FD
Registered in England and Wales NO. 6267283



10.1.1. within 4 hours of the Contractor commencing the Assignment where the Assignment is for more than 7 hours; or

10.1.2. within 2 hours for Assignments of 7 hours or less;

and provided that notification of the unsuitability of the Contractor is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

10.2. The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that a Contractor supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Client shall remain liable for all such Charges incurred prior to the termination of the Assignment

10.3. The Client shall notify the Employment Business immediately and without delay and in any event within 2 hours if the Contractor or the Contractor Staff fails to provide the Contractor Services or has notified the Client that they are unable to provide the Contractor Services for any reason.

11. TERMINATION OF THE ASSIGNMENT

11.1. Either party may terminate the Assignment by giving to the other party in writing the period of notice specified in the Assignment Details Form.

11.2. Notwithstanding the provisions of clause 11.1 the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:

11.2.1. the Contractor has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Contractor Services; or

11.2.2. the Contractor is in wilful or persistent breach of its obligations; or

11.2.3. the Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or

11.2.4. the Client is dissatisfied with the Contractor's provision of the Contractor Services.

11.3. The Employment Business may terminate an Assignment forthwith by notice in writing if:

11.3.1. the Client is in wilful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the Employment Business to do so; or

11.3.2. the Client fails to pay any amount which is due to the Employment Business in full and on the date that the payment falls due; or

11.3.3. the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or

- 11.3.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or
- 11.3.5. an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
- 11.3.6. (where the Client is an individual) the Client dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

12. CONFIDENTIALITY AND DATA PROTECTION

All information relating to a Contractor and the Contractor Staff is confidential and where that information relates to an individual is also subject to the Data Protection Act 1998 ("DPA") and is provided solely for the purpose of providing Contractor Services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the DPA in receiving and processing the data at all times. In addition information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

13. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Contractor Services by the Contractor for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Contractor and set out in the Assignment Details Form. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Contractor shall (and any relevant member of the Contractor Staff shall) execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

14. LIABILITY

- 14.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Contractor and to provide the same in accordance with the Assignment details as provided by the Client no liability is accepted by the Employment Business for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or the Contractor Staff or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 14.2. The Contractor supplied by the Employment Business to the Client is engaged on a contract for services and is deemed to be under the supervision, direction and control of the Client for the duration of the Assignment.
- 14.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the Contractor is to fill the Assignment. The Client will comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate Public Liability insurance in respect of the Contractor.

- 14.4. The Client undertakes not to request the supply of a Contractor to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Client to perform the duties of a person on strike or taking official industrial action.
- 14.5. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims damages, expenses or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with, and/ or as a result of any breach of, this Agreement by the Client.
- 14.6. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Contractor for the Contractor to fill the Assignment.

15. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

16. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.

17. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed on behalf of REd Ltd

Signed for and on behalf of School

Print name _____

I confirm I am authorised to sign this Agreement on behalf of School

Signed on behalf of School

Date _____

SCHEDULE: TRANSFER FEES

1.1

(a) The Transfer Fee referred to in Clause 8 shall be agreed in writing between the Employment Business and the Client. In the event that the parties do not agree the amount of the Transfer Fee then the Employment Business shall be entitled to charge a fee calculated as follows: 15% of the Remuneration payable to the Contractor during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the Charges multiplied by 30 days

(b) The Period of Extended Hire, referred to in Clause 8, before the Client Engages a Contractor shall be agreed in writing between the Employment Business and the Client. In the event that the parties do not agree the length of the Period of Extended Hire then the period shall be 16 weeks