

## TEACHER BOOKER

### TERMS AND CONDITIONS FOR SCHOOLS

This Agreement is made by:

- (1) **Teacher Booker** (as defined below); and
- (2) **School** (as defined below)

(each a “**Party**”, together referred to as the “**Parties**”).

#### 1. INTERPRETATION

##### 1.1 Definitions:

|                          |                                                                                                                                                                                                                                                                                                                                      |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agreement</b>         | means this app services agreement comprising these Terms and Conditions and the Fee Agreement.                                                                                                                                                                                                                                       |
| <b>App</b>               | means Teacher Booker’s online application and platform which enables schools requiring Teachers for Assignments to search for Teachers available to work.                                                                                                                                                                            |
| <b>Assignment</b>        | means a specific teaching assignment the School requires to be undertaken by a Teacher.                                                                                                                                                                                                                                              |
| <b>Business Day</b>      | means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.                                                                                                                                                                                                                  |
| <b>Commencement Date</b> | means the date on which the Services shall commence, as agreed between the Parties under the Fee Agreement.                                                                                                                                                                                                                          |
| <b>Fee</b>               | means the fee payable by the School for the supply of the Services under the terms of the Fee Agreement.                                                                                                                                                                                                                             |
| <b>Fee Agreement</b>     | means the supplementary agreement to be made in writing between the Parties as to (i) the Commencement Date; (ii) the amount of the Fee; (iii) the intervals at which the Fee shall be payable; (iv) where applicable, the length of any free trial period for the Services; and (v) any other specific terms the Parties may agree. |
| <b>School</b>            | means the school receiving the Services under this Agreement.                                                                                                                                                                                                                                                                        |
| <b>School Profile</b>    | means the profile set up by the School in the form set out in the App.                                                                                                                                                                                                                                                               |
| <b>Services</b>          | means the provision of access to the App and utilisation of the functions provided by the App as particularised in clause 2.                                                                                                                                                                                                         |

|                          |                                                                                                                                                                      |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Supplier Company</b>  | means Teacher Booker or a partner/affiliate company of Teacher Booker which shall engage Teachers on a contract for services and supply such Teachers to the School. |
| <b>Teacher</b>           | means an individual who is registered with the App as a supply teacher or a teaching assistant.                                                                      |
| <b>Teacher Booker</b>    | means Teacher Booker Ltd, a company registered in England and Wales under company number 10565524.                                                                   |
| <b>Teaching Services</b> | means the teaching services to be provided by Teachers to the School.                                                                                                |

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A reference to **writing** or **written** includes emails but not faxes.

## 2. SERVICES

2.1 Subject to the School performing its obligations under this Agreement, Teacher Booker shall provide the Services to the School with effect from the Commencement Date.

2.2 The App shall enable the School to:

2.2.1 set certain criteria and specifications in relation to both the nature of an Assignment, and the profile and day rate of the Teacher it wishes to engage;

2.2.2 post the details of an Assignment to one or more of the Teachers who meet the School's criteria; and

2.2.3 obtain Teaching Services from the Teacher, who shall be supplied by the Supplier Company or, where clause 3.8 applies, who shall be engaged directly by the School.

2.3 In order to make use of the Services, the School is first required to provide certain information and documentation ("**School Information**") to set up a School Profile.

2.4 Teacher Booker shall use reasonable endeavours to ensure a high level of uptime service availability in respect of the App ("**Uptime Service Level**"), subject to the undertaking of periodic technical maintenance (both planned and unplanned). However, Teacher Booker does not give any warranties in relation to the Uptime Service Level it shall provide.

## 3. TEACHING ASSIGNMENTS

3.1 The School may use the App to post an Assignment which is to commence either (i) on the same or next day ("**Short Notice Assignment**"); or (ii) on any other date in the future ("**Future Assignment**").

- 3.2 If the School elects to post an Assignment to one or more Teachers, it shall provide certain information to be set out in a notification (“**Notification**”) which each such Teacher will receive. The Notification shall set out:
- 3.2.1 the commencement date and duration of the Assignment;
  - 3.2.2 the School Profile;
  - 3.2.3 the location of the Assignment (if different to that set out in the School Profile);
  - 3.2.4 the day rate payable to the Teacher for the Teaching Services required;
  - 3.2.5 expenses payable to the Teacher (if any);
  - 3.2.6 details of any relevant behavioural or other policies of the School;
  - 3.2.7 any health and safety issues involved in the Assignment;
  - 3.2.8 the time at which the Teacher will be required to attend the Assignment and the details of the individual at the School to whom he or she is to report;
  - 3.2.9 the hours the Teacher will be expected to work;
  - 3.2.10 notice requirements for the Assignment (if applicable);
  - 3.2.11 details of the qualifications and experience required for the Assignment;
  - 3.2.12 details of any documents or forms of identification the Teacher will be required to take to the Assignment;
  - 3.2.13 any terms and conditions which may apply to the provision of the Teaching Services; and
  - 3.2.14 any other relevant details of the Assignment.

#### Short Term Assignments

- 3.3 Where a Notification relates to a Short Notice Assignment, the Teaching Services shall be provided by the first Teacher to accept such Assignment. The School acknowledges that by giving a Notification for a Short Notice Assignment, it is making an offer that may be accepted by whichever Teacher is first to accept.
- 3.4 The first Teacher to accept a Short Notice Assignment shall receive confirmation that he or she was the first to accept. It is upon the provision of such confirmation that the School (i) becomes subject to the obligations set out in clause 4, and (ii) accepts and agrees the terms and conditions of the Supplier Company, as set out in schedule 1 or, where clause 3.8 applies, accepts and agrees the terms between the School and the individual Teacher, as set out in schedule 2.

#### Future Assignments

- 3.5 Where a Notification has been sent in relation to a Future Assignment, the School may consider all Teachers who register an interest in such Assignment (regardless of the order in

which they do so), and then select from that group which Teacher it wishes to provide the Teaching Services.

- 3.6 Once the School has selected a Teacher from that group and made an offer to that Teacher, the Teacher so selected may accept or decline the Future Assignment. If the Teacher accepts the Future Assignment, it is upon such acceptance that the School (i) becomes subject to the obligations set out in clause 4, and (ii) accepts and agrees the terms and conditions of the Supplier Company, as set out in schedule 1 or, where clause 3.8 applies, accepts and agrees the terms between the School and the individual Teacher, as set out in schedule 2.

#### Interviews

- 3.7 Schools may also use the App to invite Teachers to an interview in relation to a Future Assignment.

#### Direct engagement of Teachers

- 3.8 The School, Teacher Booker and a specific Teacher may agree that such Teacher be engaged directly by the School, and not supplied to the School by the Supplier Company. Where such agreement has been made, the Teacher shall not be supplied by the Supplier Company and so the terms set out in schedule 1 shall not apply in the circumstances set out above. Instead, the provisions of schedule 2 shall apply, and the contract between the School and the Teacher shall comprise the Notification and those provisions (**Direct Contract**). The Direct Contract shall be personal to the School and the Teacher and Teacher Booker shall have no liability or obligations thereunder.

#### Teachers

- 3.9 Teacher Booker does not warrant or guarantee to the School:
- 3.9.1 the availability of Teachers for any Assignment;
  - 3.9.2 that any Teacher who registers an interest in a Future Assignment will, upon receiving an offer for such Assignment, accept the Assignment;
  - 3.9.3 that any Teacher engaged by the School will perform or is suitable to perform the Assignment; or
  - 3.9.4 the accuracy or veracity of any information or documentation relating to or provided by any Teacher.

## **4. SCHOOL'S ASSIGNMENT OBLIGATIONS**

- 4.1 The School shall:
- 4.1.1 provide all information that the Teacher requires in order to perform the Teaching Services;
  - 4.1.2 at all times deal with the Teacher in good faith;
  - 4.1.3 require Teachers to bring to the Assignment a suitable form of photographic identification and an up-to-date DBS certificate, and satisfy itself as to the veracity and accuracy of any such documentation provided;

- 4.1.4 keep and maintain adequate insurance cover against all losses and liabilities and other risks that are normally insured against by a school (including, without limitation, buildings insurance and third-party liability insurance);
- 4.1.5 comply with all applicable law (including, without limitation, all relevant employment, health and safety, and data protection legislation and regulations) in relation to the Assignment and the provision by the Teacher of the Teaching Services;
- 4.1.6 pay promptly all invoices submitted to it by the Supplier Company in respect of all sums owed for the Teaching Services supplied;
- 4.1.7 comply in full with the terms and conditions set out in schedule 1 (or, where clause 3.8 applies, schedule 2); and
- 4.1.8 co-operate with the Supplier Company in all matters relating to the supply of Teachers and the provision of Teaching Services.

## **5. SCHOOL'S OBLIGATIONS TO TEACHER BOOKER**

### 5.1 The School shall:

- 5.1.1 co-operate with Teacher Booker in all matters relating to the Services;
- 5.1.2 provide Teacher Booker with such information and materials as Teacher Booker may reasonably require in order to supply the Services, and ensure that such information (including, but not limited to, the School Profile and School Information) is complete and accurate in all material respects;
- 5.1.3 on request provide feedback to Teacher Booker as to the performance of a Teacher;
- 5.1.4 use the App in accordance with any Terms of Use, Privacy Policy or Acceptable Use Policy as may be applicable from time to time;
- 5.1.5 comply with all of its obligations under clause 4;
- 5.1.6 keep its username and password for the App confidential, and known only to those individuals within the School responsible for procuring the Teaching Services;
- 5.1.7 not engage any Teacher for any Assignment other than via the App (save for any circumstances where the School wishes to engage a Teacher on a permanent contract of employment); and
- 5.1.8 be liable to the Teacher for any breach of the Direct Contract (if applicable), or for any loss, damage or injury suffered or incurred by the Teacher while at the School or in connection with the Assignment (other than to the extent attributable to the Teacher).

### 5.2 The School will indemnify and hold harmless Teacher Booker from all claims, liabilities, damages, losses (whether direct or indirect), expenses (including reasonable legal and professional fees) and costs suffered or incurred by Teacher Booker in connection with:

- 5.2.1 the School failing at any time to pay for Teaching Services;

- 5.2.2 any claims brought by a Teacher arising from or in relation to his or her provision of Teaching Services;
- 5.2.3 any claim arising from an alleged breach of applicable data protection law;
- 5.2.4 the breach by the School of this Agreement or the Direct Contract; and
- 5.2.5 the acts or omissions of the School or its employees, representatives, agents or contractors.

## **6. CHARGES AND PAYMENT**

- 6.1 In consideration of the provision of the Services, the School shall pay the Fee to Teacher Booker, which amount shall be payable on such terms and at such intervals as are agreed by the Parties under the Fee Agreement.
- 6.2 All amounts payable by the School under this Agreement are exclusive of value added tax (“VAT”) (if applicable). Where any taxable supply for VAT purposes is made under this Agreement by Teacher Booker to the School, the School shall pay to Teacher Booker such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.3 All amounts due under this Agreement (and all amounts due to the Supplier Company) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **7. SPECIFIC TERMS**

Each Party shall perform any obligations it is required to perform under any additional specific terms agreed separately between the Parties under the Fee Agreement.

## **8. LIMITATION OF LIABILITY**

- 8.1 Nothing in this Agreement shall limit or exclude Teacher Booker’s liability for:
  - 8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 8.1.2 fraud or fraudulent misrepresentation; or
  - 8.1.3 any other liability which cannot be limited or excluded by applicable law.
- 8.2 Subject to clause 8.1, Teacher Booker’s total liability to the School, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to an amount equal to (i) the annual Fee or (ii) all amounts actually paid by the School under this Agreement, whichever is the lower amount.
- 8.3 The School acknowledges and accepts that:
  - 8.3.1 Teacher Booker is not liable or responsible for the acts or omissions of any Teacher; and

- 8.3.2 any claims relating to a Teacher shall be raised with or made against the Teacher and not against Teacher Booker, and to the extent that any such claim or right of action may arise, whether in law or in equity, the School irrevocably waives such claims and release and forever discharges Teacher Booker, its officers and employees from all and any liability in respect of them.

## **9. TERM AND TERMINATION**

- 9.1 This Agreement shall take effect on the Commencement Date and shall continue in force for 12 months and indefinitely after that unless terminated in accordance with the terms of this clause 9.
- 9.2 Without affecting any other right or remedy available to it, Teacher Booker may terminate this Agreement by giving the School one month's written notice.
- 9.3 Without affecting any other right or remedy available to it, the School may terminate this Agreement by giving Teacher Booker, in writing, 30 days' notice.
- 9.4 Without affecting any other right or remedy available to it, Teacher Booker may terminate this Agreement with immediate effect by giving written notice to the School if the School fails to pay any amount due under this Agreement (or to a Teacher under the Contract) on the due date for payment.
- 9.5 Without affecting any other right or remedy available to it, Teacher Booker may suspend the supply of Services if the School fails to pay any amount due under this Agreement (or to a Teacher under the Contract) on the due date for payment.

## **10. CONSEQUENCES OF TERMINATION**

- 10.1 On termination of this Agreement the School shall immediately pay to Teacher Booker all outstanding unpaid sums in respect of the Services supplied.
- 10.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 10.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

## **11. DATA PROTECTION**

- 11.1 The School shall (and shall procure that its employees, representatives and agents shall):
- 11.1.1 use the personal information of any Teacher solely in connection with the procurement of Teaching Services from that Teacher, and in accordance with the Teacher's instructions from time to time;
- 11.1.2 comply with all applicable laws and regulations concerning the processing of the personal information of Teachers (including, without limitation, the Data Protection Act 1998);
- 11.1.3 use security technology, processes and procedures that are consistent with industry best practices, technology and generally accepted security standards but

no less than appropriate organisational and technical measures (in view of the nature of the data being processed, and the nature of the processing) so as to prevent access to personal data being granted to unauthorised persons and so as to ensure security, confidentiality, integrity and availability of personal data;

- 11.1.4 keep a record of any processing of any personal data it carries out;
- 11.1.5 promptly comply with any request from a Teacher requiring it to amend, transfer or delete any personal data;
- 11.1.6 provide, at the Teacher's request, a copy of all personal data held by it in relation to that Teacher in the format and on the media reasonably specified by the Teacher;
- 11.1.7 not transfer any personal data of a Teacher outside the European Economic Area without the prior written consent of that Teacher; and
- 11.1.8 promptly inform the Teacher if any personal data of that Teacher is lost or destroyed or becomes damaged, corrupted, or unusable. The School will restore such personal data at its own expense.

## **12. GENERAL**

### **12.1 Force majeure.**

- 12.1.1 Teacher Booker will not be liable or responsible for any failure to perform, or delay in performance of, any of Teacher Booker's obligations that is caused by a Force Majeure Event.
- 12.1.2 A **Force Majeure Event** means any act or event beyond Teacher Booker's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks (including internet service provider outages) or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 12.1.3 If a Force Majeure Event takes place that affects the performance of Teacher Booker's obligations under this Agreement:
  - (a) Teacher Booker will contact the School as soon as reasonably possible to notify it; and
  - (b) Teacher Booker's obligations under this Agreement will be suspended and the time for performance of its obligations will be extended for the duration of the Force Majeure Event.

### **12.2 Assignment and other dealings.**

- 12.2.1 Teacher Booker may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.



- 12.2.2 The School shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of Teacher Booker.
- 12.3 **No partnership.**
- 12.3.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 12.3.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 12.4 **Entire agreement.**
- 12.4.1 This Agreement (together with any documents referred to in it, including without limitation the Fee Agreement) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.4.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 12.4.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 12.5 **Variation.** Except as set out in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 12.6 **Waiver.** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.7 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 12.8 **Notices.**
- 12.8.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be sent by email, in the case of Teacher Booker, to [accounts@teacherbooker.com](mailto:accounts@teacherbooker.com), and in the case of the School, to the email address of the account owner.

12.8.2 Any notice or other communication shall be deemed to have been received at 9.00am on the next Business Day after transmission.

12.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 **Third party rights.**

12.9.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12.9.2 The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.

12.10 **Modern slavery and human trafficking**

12.10.1 Teacher Booker is committed to implementing systems and controls to safeguard against any form of modern slavery taking place within the business or our supply chain.

12.10.2 Each party undertakes, warrants and represents that:

- (a) it nor any of its officers, employees or agents has:
  - (i) committed an offence under the Modern Slavery Act 2015 (**MSA Offence**); or
  - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
  - (iii) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (b) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
- (c) it shall notify the other party immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees or agents have breached or potentially breached any of its obligations under this clause.

12.11 **Governing law.** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

12.12 **Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

## SCHEDULE 1 - Terms and Conditions between the School and the Supplier Company

### 1 ACCEPTANCE OF TERMS AND CONDITIONS

- 1.1 The School will be deemed to have accepted and agreed to, and to be bound by, these terms (**Terms**), which will prevail over any other terms put forward by the School, when any of the following events occurs:
- 1.1.1 an Assignment is confirmed in accordance with the terms and conditions between the School and Teacher Booker (to which these terms are appended) (**TB Terms**); or
  - 1.1.2 the Supplier Company supplies a Teacher to the School; or
  - 1.1.3 a Teacher begins an Assignment for the School.

### 2 DEFINITIONS

- 2.1 Unless otherwise provided the words and expressions defined in, and the rules of interpretation of, the TB Terms shall have the same meaning in these Terms.
- 2.2 In addition, in these Terms the following words will have the following meanings:

|                                             |                                                                                                                                                                                                                                          |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Affiliate</b>                            | in relation to a Party, any person that Controls, is Controlled by, or is under common Control with that Party;                                                                                                                          |
| <b>Claims</b>                               | the meaning given in clause 7.6;                                                                                                                                                                                                         |
| <b>Control</b>                              | in relation to a Party, direct or indirect beneficial ownership of more than 50% of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of that Party, as the case may be; |
| <b>Engage(s) (or Engagement or Engaged)</b> | the engagement via the App of a Teacher by or on behalf of the School;                                                                                                                                                                   |
| <b>Losses</b>                               | the meaning given in clause 7.6;                                                                                                                                                                                                         |
| <b>Other Party</b>                          | the meaning given in clause 8.1;                                                                                                                                                                                                         |
| <b>Parties</b>                              | the Supplier Company and the School, and 'Party' will mean either one of them;                                                                                                                                                           |
| <b>Recruitment Services</b>                 | the supply to the School by the Supplier Company of Teachers who have agreed an Assignment via the App;                                                                                                                                  |
| <b>Teacher Fee(s)</b>                       | the fees payable by the School to the Supplier Company resulting from the Engagement of one or more Teacher(s) at the rates agreed via the App (plus any applicable VAT);                                                                |
| <b>2003 Regulations</b>                     | the Conduct of Employment Agencies and Employment Businesses Regulations 2003; and                                                                                                                                                       |
| <b>2010 Regulations</b>                     | the Agency Workers Regulations 2010.                                                                                                                                                                                                     |

### 3 RECRUITMENT SERVICES

- 3.1 The Supplier Company will provide the Recruitment Services to the School in consideration for the School's paying the Teacher Fees to the Supplier Company, subject to these Terms.
- 3.2 The Supplier Company will use reasonable endeavours to supply to the School any Teachers who have agreed to an Assignment via the App.

- 3.3 The Supplier Company will:
- 3.3.1 pay each Teacher the wages and reimbursement of expenses to which the Teacher is entitled by reason of carrying out work for the School, and which are agreed via the App;
  - 3.3.2 where appropriate, make deductions and account to HM Revenue and Customs for income tax in respect of the remuneration of each Teacher; and
  - 3.3.3 where appropriate, make deductions and account for all necessary national insurance contributions relevant to the remuneration of each Teacher.
- 3.4 If the School breaches any of these Terms, the Supplier Company reserves the right to withdraw, without notice, any Teachers supplied without incurring any liability to the School.

#### **4 FEES AND PAYMENT**

- 4.1 The School will pay to the Supplier Company for the supply of the Teacher:
- 4.1.1 the Teacher Fees in respect of each Teacher for all hours worked by that Teacher, as set out upon the agreement of an Assignment; and
  - 4.1.2 such travel and other expenses as have been agreed in an Assignment.
- 4.2 The payment of the Teacher Fees, travel and other expenses will be made by the School to the Supplier Company within 7 days of the date of the Supplier Company's invoice in respect of amounts specified in the invoice.
- 4.3 If the School does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms, then the Supplier Company will be entitled:
- 4.3.1 to charge interest (both before and after any judgment) on the outstanding amount at the rate of 4% a year above the base lending rate of the Bank of England, accruing daily;
  - 4.3.2 to require the School to pay, in advance, for any Recruitment Services, or any part of the Recruitment Services, which have not yet been performed;
  - 4.3.3 not to perform any further Recruitment Services, or any part of the Recruitment Services; and
  - 4.3.4 to withdraw without notice any Teacher(s) currently Engaged by the School.
- 4.4 When making a payment the School will quote relevant reference numbers and the invoice number.

#### **5 SCHOOL'S OBLIGATIONS AND ACKNOWLEDGMENTS**

- 5.1 The School will:
- 5.1.1 verify at the beginning of the Assignment that the Teacher is suitable for the purposes for which he is required and that he has the capability to carry out the duties required;
  - 5.1.2 comply with its obligations under the 2010 Regulations and in particular:
    - (a) insofar as it lies within the School's power to do so, ensure that the Teacher receives any rights in relation to basic working and employment conditions to which he is entitled under Regulation 5 of the 2010 Regulations;
    - (b) in accordance with Regulation 12 of the 2010 Regulations, ensure that, unless less favourable treatment is justified on objective grounds, the Teacher is treated no less favourably than a comparable worker in relation to

the collective facilities and amenities provided by the School (as these terms are defined in that Regulation);

- (c) in accordance with Regulation 13 of the 2010 Regulations, ensure that during the Assignment the Teacher is informed of any relevant vacant posts with the School to give the Teacher the same opportunity as a comparable worker to find permanent employment with the School;
  - 5.1.3 do nothing to cause the Supplier Company to be in breach of its obligations under the 2010 Regulations;
  - 5.1.4 comply with all other obligations, duties and regulations, whether statutory or otherwise including those relating to the place, nature or system of work, in any way arising from or directly or indirectly connected with the services rendered by a Teacher;
  - 5.1.5 assist the Supplier Company in complying with the Supplier Company's duties under the Working Time Regulations 1998 by supplying any relevant information about the Assignment requested by the Supplier Company; and
  - 5.1.6 do nothing to cause the Supplier Company to be in breach of its obligations under the Working Time Regulations 1998, and where the services of a Teacher are required or may be required for more than 48 hours in any week, notify the Supplier Company of this requirement before the commencement of that week.
- 5.2 The School agrees that each Teacher will be treated as if he is the employee of the School throughout the duration of the Assignment and undertakes to exercise all appropriate supervision, direction and control over the manner, time and place in which each Teacher carries out his or her work for the School.
- 5.3 The School acknowledges and agrees that:
- 5.3.1 Teachers supplied by the Supplier Company are engaged under contracts for services and are not employees of the Supplier Company;
  - 5.3.2 Teachers supplied by the Supplier Company are deemed to be under the supervision, direction and control of the School from the time when they report to the School to take up their duties until their Assignment ends;
  - 5.3.3 the School is responsible for all acts, errors and omissions, whether wilful, negligent or otherwise, as if the Teacher was the School's employee;
  - 5.3.4 the School will in all respects comply with all statutes, byelaws and other legal requirements and codes of practice to which the School is ordinarily subject in respect of its own staff, including the Working Time Regulations 1998 and the Health and Safety at Work Act 1974;
  - 5.3.5 the School will provide adequate employer's and public liability insurance cover for the Teacher during all Assignments;
  - 5.3.6 if the School reasonably considers the Teacher to be unsatisfactory, it will make a complaint to the Supplier Company by telephone and confirm it in writing within one day of the finding, but will not have the right to withhold from the Supplier Company payment of any Teacher Fees due.
- 5.4 The School will at all times treat all Teachers with due respect and dignity and in particular must take all steps within its control to avoid any unlawful discriminatory treatment of each of them.
- 5.5 The School:

- 5.5.1 confirms that it is not aware of anything which will cause a detriment to the interests of the Teacher or the School in any Assignment; and
- 5.5.2 will inform the Supplier Company immediately if it becomes aware of any circumstances which would render any Assignment detrimental to the interests of the Teacher or the School.

## **6 TERMINATION OF AN ASSIGNMENT**

- 6.1 The School undertakes to properly supervise the Teacher to ensure that the Teacher works to the standards that the School expects. If the School reasonably considers that the services of the Teacher are unsatisfactory, the School may terminate the Assignment either by instructing the Teacher to leave the Assignment immediately, or by directing the Supplier Company to remove the Teacher.
- 6.2 If an Assignment is terminated early, the Supplier Company may reduce or cancel the Teacher Fees for the time worked by that Teacher, provided that:
  - 6.2.1 the Assignment terminates within 2 hours of the Teacher's commencing the Assignment; and
  - 6.2.2 the School provides to the Supplier Company confirmation in writing of the unsuitability of the Teacher, including reasonably satisfactory evidence, within 24 hours of the termination of the Assignment.
- 6.3 The School will notify the Supplier Company immediately, and in any event within 1 hour, if the Teacher fails to attend work or notifies the School that the Teacher is unable to attend work for any reason.
- 6.4 The Supplier Company will notify the School without delay if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Teacher supplied to the School is unsuitable for the Assignment, and will terminate the Assignment.

## **7 WARRANTIES, LIABILITY AND INDEMNITIES**

- 7.1 While the Supplier Company will make reasonable efforts to ensure reasonable standards of skills, integrity and reliability in Teachers and to comply with the School's requirements, the School accepts and agrees that the Supplier Company gives no warranty as to the suitability of any Teacher for any Assignment.
- 7.2 The Supplier Company confirms that, in supplying any Teacher to the School, it is not aware of anything which will cause any detriment to the interests of that Teacher or the School if the Teacher fulfils the Assignment.
- 7.3 Neither the Supplier Company nor any of its staff will be liable to the School for any loss, injury, damage, expense or delay incurred or suffered by the School arising directly or indirectly from or in any way connected with the introduction or supply of a Teacher to the School or with any failure by the Supplier Company to introduce or supply a Teacher for all or part of any period booked by the School under an Assignment (except that in the latter case the School may be entitled to a reduction or cancellation of the Teacher Fee payable), unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of the Supplier Company. In particular, but without limitation, the Supplier Company will not be liable for any loss, injury, damage, expense or delay arising from, or in any way connected with:
  - 7.3.1 any failure of the Teacher to meet the School's requirements for all or any of the purposes for which the Teacher is required by the School; or
  - 7.3.2 any act or omission of a Teacher, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
  - 7.3.3 any loss, injury, damage, expense or delay suffered by a Teacher.

- 7.4 Except in the case of death or personal injury caused by the Supplier Company's negligence, the liability of the Supplier Company under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Teacher Fee(s) paid or due to be paid by the School to the Supplier Company under this Agreement. The Supplier Company will not be liable for any matter not reported to it within 10 days of its occurrence. The provisions of this clause 7.4 will not apply to clause 7.6.
- 7.5 Neither Party will be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause 7.5 will not apply to clause 7.6.
- 7.6 The School will indemnify and hold harmless the Supplier Company from and against all Claims and Losses arising from loss, damage, liability, injury to the Supplier Company, its employees and third parties, by reason of or arising out of:
- 7.6.1 any loss, injury, expense or delay suffered or incurred by a Teacher, however caused; and/or
- 7.6.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Teacher, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; and
- 7.6.3 any loss, injury or delay suffered or incurred by the Supplier Company as a result of any act or omission of the School

that arises directly or indirectly out of or is in any way connected with the relevant Assignment, any information supplied by the School to the Supplier Company or the School's breach of these Terms. 'Claims' will mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' will mean all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever.

- 7.7 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

## **8 TERMINATION OF THIS AGREEMENT**

- 8.1 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, at any time, on written notice to the other Party ('Other Party'). The notice will take effect as specified in the notice:
- 8.1.1 if the Other Party is in material breach of its obligations under this Agreement and if the breach is capable of remedy, the breach is not remedied within 28 days by the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or
- 8.1.2 if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- 8.2 On termination of this Agreement, the School will pay for all Recruitment Services provided up to the date of termination, and for all expenditure falling due for payment after the date of

termination from commitments reasonably and necessarily incurred by the Supplier Company for the performance of the Recruitment Services prior to the date of termination.

## **9 GENERAL**

### **9.1 FORCE MAJEURE**

Neither Party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances will promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.

### **9.2 AMENDMENTS**

No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing, by an authorised signatory of each Party.

### **9.3 ENTIRE AGREEMENT**

This Agreement contains the whole agreement between the Parties in respect of its subject matter and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

### **9.4 WAIVER**

No failure or delay by the Supplier Company in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

### **9.5 AGENCY, PARTNERSHIP, ETC**

This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

### **9.6 SEVERANCE**

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

### **9.7 NOTICES**

Any notice to be given under this Agreement must be in writing and sent by first class mail to the address of the relevant Party set out in clause 1.

### **9.8 LAW AND JURISDICTION**

The validity, construction and performance of this Agreement is governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the Parties submit.



## **9.9 THIRD PARTIES**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## SCHEDULE 2 – Contract terms between the School and the Teacher

This Contract is made by:

(1) **Teacher;** and

(2) **School**

### 1. DEFINITIONS

**App** means Teacher Booker’s online application and platform which enables the School requiring Teachers for Assignments to search for Teachers available to work.

**Assignment** means a specific teaching assignment required by the School.

**Notification** means a notification posted by the School via the App which sets out:

- a. the commencement date and duration of the Assignment;
- b. the profile of the School in the form set out in the App;
- c. the location of the Assignment (if different to that set out in the profile of the School);
- d. the day rate payable to the Teacher for the Teaching Services required;
- e. expenses payable to the Teacher (if any);
- f. details of any relevant behavioural or other policies of the School;
- g. any health and safety issues involved in the Assignment;
- h. the time at which the Teacher will be required to attend the Assignment and the details of the individual at the School to whom he or she is to report;
- i. the hours the Teacher will be expected to work;
- j. notice requirements for the Assignment (if applicable);
- k. details of the qualifications and experiences required for the Assignment;
- l. details of any documents or forms of identification the Teacher will be required to take to the Assignment;
- m. any terms and conditions which may apply to the provision of the Teaching Services; and

n. any other relevant details of the Assignment.

**Teacher Booker** means Teacher Booker Ltd, a company registered in England and Wales under company number 10565524.

**Teaching Services** means the teaching services to be provided by Teachers to the School pursuant to the terms of the Assignment.

## **2. TEACHER'S UNDERTAKINGS**

2.1 The Teacher undertakes to the School that he or she shall:

- 2.1.1 attend at the address of the School and report to the relevant individual, each as set out in the Notification;
- 2.1.2 for the full duration of the Assignment, provide the Teaching Services to the School with all due care, attention and skill;
- 2.1.3 agree to provide the Teaching Services at the day rate set out in the Notification;
- 2.1.4 act in accordance with all reasonable instructions of the School;
- 2.1.5 comply with any and all policies and/or terms and conditions provided by the School and/or as may be set out in the Notification;
- 2.1.6 take to the Assignment all documents or forms of identification requested to be taken in the Notification;
- 2.1.7 act in full accordance with any other requirements set out in the Notification; and
- 2.1.8 be fully responsible in relation to any income tax, National Insurance and social security contributions and any other tax liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Teaching Services.

## **3. SCHOOL'S UNDERTAKINGS**

3.1 The School undertakes to the Teacher that it shall:

- 3.1.1 provide all information that the Teacher requires in order to perform the Teaching Services;
- 3.1.2 at all times deal with the Teacher in good faith;
- 3.1.3 keep and maintain adequate insurance cover against all losses and liabilities and other risks that are normally insured against by a school (including, without limitation, buildings insurance and third party liability insurance);
- 3.1.4 comply with all applicable law (including, without limitation, all relevant employment, health and safety, and data protection legislation and regulations) in relation to the Assignment and the provision by the Teacher of the Teaching Services; and

3.1.5 pay promptly all sums owed to the Teacher for the Teaching Services performed, it being acknowledged and accepted by the School that it shall in all circumstances be solely responsible for the remuneration of any Teachers engaged via the App.

**4. GOVERNING LAW**

4.1 Any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

4.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).