

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:

Agreement	means this app services agreement comprising these Terms and Conditions, the Fee Agreement, and the contract terms set out in the schedule to these Terms and Conditions.
App	means Teacher Booker's online application and platform which enables schools requiring Teachers for Assignments to search for Teachers available to work.
Assignment	means a specific teaching assignment the School requires to be undertaken by a Teacher.
Business Day	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Commencement Date	means the date on which the Services shall commence, as agreed between the Parties under the Fee Agreement.
Fee	means the fee payable by the School for the supply of the Services under the terms of the Fee Agreement.
Fee Agreement	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.
School	means the school receiving the Services under this Agreement.
School Profile	means the profile set up by the School in the form set out in the App.
Services	means the provision of access to the App and utilisation of the functions provided by the App as

particularised in clause 2.

Teacher means an individual who is registered with the App as a supply teacher or a teaching assistant.

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.

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 contract directly with any Teachers available and wishing to perform an Assignment on the contract terms set forth in the schedule to this Agreement.

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 a binding contract ("**Contract**") is formed between that Teacher and the School, and the School becomes subject to the obligations set out in clause 4 (as between the School and Teacher Booker) and to the contract terms set forth in the schedule to this Agreement (as between the School and the Teacher).

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 Contract is formed between the Teacher and the School, and the School becomes subject to the obligations set out in clause 4 (as between the School and Teacher Booker) and to the contract terms set forth in the schedule to this Agreement (as between the School and the Teacher).

Contract with Teachers

- 3.7 The Contract shall comprise (i) the Notification and (ii) the contract terms set forth in the schedule to this Agreement.
- 3.8 The 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 OBLIGATIONS TO TEACHERS

- 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 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);
 - 4.1.4 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
 - 4.1.5 pay promptly via Teacher Booker's payment processing system (and in accordance with the terms of any invoices submitted to it) 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.

4.2 This clause 4 shall survive the termination of this Agreement.

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 perform all of its obligations to the Teacher as set out in clause 4;

5.1.4 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;

5.1.5 on request provide feedback to Teacher Booker as to the performance of a Teacher;

5.1.6 use the App in accordance with any Terms of Use, Privacy Policy or Acceptable Use Policy as may be applicable from time to time;

5.1.7 keep its username and password for the App confidential, and known only to those individuals within the School responsible for procuring the Teaching Services;

5.1.8 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

5.1.9 be liable to the Teacher for any breach of the Contract, 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 a Teacher who has supplied Teaching Services to the School;

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 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 to the Teacher, including under the Contract) 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, 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 **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.
- 12.11 **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

CONTRACT TERMS BETWEEN THE TEACHER AND THE SCHOOL

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 ("**Tax Claims**"), and shall indemnify the School against all liabilities arising out of or in connection with any such Tax Claims.

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 via Teacher Booker's payment processing system (and in accordance with the terms of any invoices submitted to it) 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).