

## CONDITIONS OF BUSINESS FOR THE SUPPLY OF PERMANENT AND FIXED TERM INTRODUCTIONS

Effective From: April 2024

### 1. DEFINITIONS

1.1. In these Conditions of Business the following definitions apply:

**"Agency"** means Career Teachers Limited (registered company no. 4284822) of 33 Soho Square, London, England, W1D 3QU correspondence office **33 Soho Square, London, W1D 3QU**. In providing Introductions to the Client the Agency is acting as an employment agency as defined by the Employment Agencies Act 1973.

**"Candidate"** means the person Introduced by the Agency to the Client for an Engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body and members of the Agency's own staff.

**"Client"** means the person, school, nursery, firm or corporate body together with any subsidiary or associated person, school, firm or corporate body (as the case may be) to which the Candidate is introduced.

**"Engagement"** means the engagement, employment or use of the Candidate by the Client or by any third party to whom the Candidate has been referred by the Client or through any employment business/agency other than the Agency, on a permanent or temporary basis, whether under a contract of service or for services; or under an agency, licence, franchise or partnership agreement; or under any other arrangement; directly or through a limited company of which the Candidate is an officer, employee or other representative; and **"Engage(s)"** and **"Engaged"** shall be construed accordingly.

**"Fee"** means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;

**"Introduction"** means

- (i) the passing to the Client of a curriculum vitae or information which identifies the Candidate or
- (ii) (ii) the Client's interview of a Candidate (in person, by telephone or by any other means), following the Client's instruction to the Agency to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate;

and "Introduces" and "Introduced" shall be construed accordingly;

**"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 and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client or any third party.

**"Replacement Candidate"** means any Candidate Introduced by the Agency to the Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first six (6) weeks of the Engagement;

**"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 requires otherwise, references to the singular includes the plural and the masculine include the feminine and vice versa.

1.3. The headings contained in these Conditions are for convenience only and do not affect their interpretation.

### 2. THE CONTRACT

2.1. These Conditions of Business and the attached Schedule(s) (the **"Conditions"**) constitute the contract between the Agency and the Client for the supply of permanent or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction.

2.2. These Conditions contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Conditions prevail over any other Conditions of business or purchase conditions (or similar) put forward by the Client.

2.3. No variation or alteration to these Conditions shall be valid unless the details of such variation are agreed between a director the Agency 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.

### 3. NOTIFICATION AND FEES

3.1. The Client agrees to:

- (a) notify the Agency immediately of the terms of any offer of an Engagement which it makes to the Candidate;
- (b) notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency; and
- (c) pay the Fee, to be calculated in accordance with the provisions of this Condition 3 by the due date for payment in Condition 3.6.

3.2. The Fee calculated in accordance with Condition 3.3 below is payable if the Client Engages the Candidate within the period of six (6) calendar months from the date of:

- (a) the Introduction;
- (b) the Client's withdrawal of an offer of an Engagement; or
- (c) the Candidate's rejection of an offer of an Engagement (whichever is the later).

3.3. The Fee is calculated in accordance with the attached Schedule A based on the Remuneration applicable during the first twelve (12) months of the Engagement.

3.4. Where the actual Remuneration is not known, the Agency will charge a Fee calculated in accordance with Condition 3.3 based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally.

3.5. The Client's obligations under this Condition 3 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

3.6. The Fee shall be payable within thirty (30) days of the date of the Agency's invoice which shall be rendered once the Candidate commences the Engagement

3.7. VAT is charged at the standard rate on all Fees.

3.8. In the event that any Agency staff with whom the Client has had personal dealings accepts an Engagement with the Client while employed by the Agency or within three (3) months of leaving the Agency, the Client shall be liable to pay a Fee to the Agency calculated in accordance with Condition 3.3.

### 4. REFUNDS

4.1. If, after an offer has been made and accepted, the Engagement:

- (a) does not commence because the Candidate withdraws their acceptance; or
- (b) once it has commenced is terminated by either the Candidate or the Client (except in circumstances where the Candidate is made redundant or terminated due to pregnancy or ill health)) before the expiry of six (6) weeks from the date of commencement of the Engagement;

then subject to the terms of Condition 4.2 the Agency will refund the Fee in accordance with the attached Schedule B.

4.2. In order to qualify for the refund set out in Condition 4.1, then:

- (a) the Client must comply with the provisions of Condition 3.1 and must notify the Agency in writing of the termination of the Engagement or the non-commencement of the Engagement within seven (7) days of its termination or non-commencement; and

- (b) all monies due hereunder have been paid by the Client in accordance with Condition 3.6; and
  - (c) the Client must exclusively give the Agency four (4) weeks from the date of the notice of non-commencement or termination in which to find one suitable Replacement Candidate based on the original specification given for the position the Client is seeking to fill. If after four (4) weeks from the date of the notice no suitable Replacement Candidate can be found, or if the Replacement Candidate's Engagement is terminated before the expiry of six (6) weeks from the date of commencement of the Engagement the Client will then be eligible for a refund, subject to the rest of Condition 4.
- 4.3. For the purposes of this Condition 4 the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later.
- 4.4. If subsequent to the Client receiving a refund the Candidate is re-Engaged within a period of six (6) calendar months from the date of termination, then the refund shall be repaid to the Agency. The Client shall not be entitled to any further refunds in relation to the re-Engagement of this Candidate.

## 5. INTRODUCTIONS TO THIRD PARTIES

- 5.1 Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a third party that will be deemed to be a "Third Party Introduction". If that Third-Party Introduction results in an Engagement of the Candidate by the third party within six (6) months of the Agency's Introduction of the Candidate to the Client, then the Client will be liable to the Agency for payment of a Fee in accordance with Condition 3. In any such case, neither the Client nor the third party shall be entitled to a refund of the Fee under Condition 4, in any circumstances.

## 6. SUITABILITY CHECKS

- 6.1. The Agency endeavours to ensure the suitability of Candidates Introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to:
- (a) ensure that it would not be detrimental to the interests of either the Client or the Candidate;
  - (b) ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body; and
  - (c) confirm that the Candidate is willing to work in the position; and
  - (d) obtain confirmation of the Candidate's identity, right to work and that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body
- 6.2. Notwithstanding Condition 6.1 the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:
- (a) taking up any references provided by the Candidate before Engaging the Candidate;
  - (b) checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
  - (c) the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
  - (d) satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.
- 6.3. To enable the Agency to comply with its obligations under Condition 6.1 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the following:
- (a) the type of work that the Candidate would be required to do;
  - (b) the location and hours of work;

- (c) the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;
- (d) any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks.
- (e) the date the Client requires the Candidate to commence the Engagement;
- (f) the duration or likely duration of the Engagement;
- (g) the minimum rate of Remuneration, expenses and any other benefits that would be offered;
- (h) the intervals of payment of Remuneration; and
- (i) the length of notice that the Candidate would be entitled to give and receive to terminate their Engagement by the Client.

- 6.4 Where the Candidate is Introduced for a position which involves working with, caring for or attending a Vulnerable Person the Agency shall, in addition to the obligations in Condition 6.1 take reasonably practicable steps to obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Candidate and who have agreed that the references they provide may be disclosed to the Client and any relevant qualifications or authorisations of the Candidate. If the Agency has taken all reasonably practicable steps to obtain such information 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.

## 7. INFORMATION TO BE PROVIDED

When the Agency Introduces a Candidate to the Client the Agency shall inform the Client that they have obtained confirmation of the matters set out in Condition 6.1 and in the case of a position which involves working with Vulnerable Persons the matters in Condition 6.4. 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 Candidate is being Introduced for an Engagement which is the same as one in which the Candidate has worked within the previous five (5) business days and such information has already been given to the Client.

## 8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1 The information relating to a Candidate is confidential and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party unless required by law. In addition, information relating to the Agency's 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.
- 8.2 Both parties agree to comply with all applicable requirements of the Data Protection Act 2018 as amended or updated from time to time (together "DP Legislation").
- 8.3 The parties acknowledge that for the purposes of the DP Legislation, it may be necessary for a one of the parties to process certain personal data (as defined in the DP Legislation) on behalf of the other and the parties anticipate that each party may at various times in the course of the provision, act as a "controller" or a "processor" (as defined in the DP Legislation) in respect of such personal data.
- 8.4 Each party shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of personal data for the duration and purposes of the contract between the Agency and the Client formed by these Conditions.
- 8.5 In relation to any personal data processed in connection with its obligations under these Conditions the processor shall:
- (a) process the personal data only on the written instructions of the controller unless the processor is required by any applicable law to process such data and notifies the controller to this effect;

- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing, or against accidental loss or destruction of, or damage to the personal data, appropriate to the harm that might result from such occurrence and the nature of the data to be protected;
- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep it confidential;
- (d) not transfer any personal data outside of the European Economic Area;
- (e) promptly assist the controller in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, impact assessments and consultations with supervisory authorities or regulators and including with any requests from data subjects;
- (f) notify the controller without delay on becoming aware of a personal data breach relating to this Condition 8;
- (g) at the request of the Client, delete or return all personal data on termination of the contract between the Agency and the Client formed by these Conditions unless required by law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate compliance with this Condition 8.

## 9. LIABILITY

Without affecting cases where Condition 4 applies, the Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate. For the avoidance of doubt, the Agency 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.

## 10. EQUAL OPPORTUNITIES

The Agency operates equal opportunities policies governing its dealings with all employees. Copies of those policies are available from the Agency's registered office on request.

## 11. NON-TRANSFERABLE

No contract into which these Conditions are incorporated shall be assigned or transferred by the Client without the Agency's prior written consent.

## 12. NON-CORRUPTION

The Agency and the Client shall fully comply with the Bribery Act 2010, and neither party shall offer or solicit any bribe, inducement, payment or gift which would be a breach of the Act.

## 13. REASONABLE

The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Agency set out in these Conditions are reasonable and reflected in the charges payable to the Agency. The Client shall accept risk and/or insure accordingly.

## 14. SEVERABILITY

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

## 15. THIRD PARTY RIGHTS

Other than associated companies of Affinity Workforce Solutions who will have the benefit of and may enforce these Conditions, the parties do not intend any of these Conditions to be enforceable by any other party pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 16. SUBCONTRACTING

The Client agrees that the Agency may sub-contract the performance of all or any of its obligations or assign or transfer all or any its rights and/or obligations to a third party. If the Agency does so, it shall, on request, provide to the Client a copy of the terms and conditions on which the obligations are sub-contracted or assigned or transferred.

## 17. NON-SOLICITATION

In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within six (6) calendar months of leaving the Agency's employment, the Client shall be liable to pay a fee to the Agency in accordance with Condition 3.

## 18. NOTICES

All notices which are required to be given in accordance with these Conditions 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 forty-eight (48) hours following posting and if by facsimile transmission, when that facsimile is sent. For the avoidance of doubt, a notice given under these Conditions is not valid if sent by email.

## 19. GOVERNING LAW AND JURISDICTION

These Conditions shall in all respects be subject to and governed by the law of England & Wales and any dispute arising on any basis from or under these Conditions shall be subject to the exclusive jurisdiction of the Courts of England & Wales

## 20. FOR AND ON BEHALF OF THE CLIENT:

I hereby confirm that I have received and understood the above Conditions of Business and agree to them. I understand that any arrangement outside of these Conditions of Business will not apply unless agreed in writing by a Director of the Agency.

Signed: .....

Name: .....

Position: .....

Date: .....

## CLIENT DETAILS:

Company Name: .....

Registered # (if applicable): .....

Registered Address: .....

## SCHEDULE A – FEES

- 1 All Fees listed in this Schedule shall apply unless otherwise agreed between the parties. A minimum Fee of £2,000 shall apply.
- 2 Fees are expressed as a percentage of Remuneration.
- 3 All agreed interview travelling expenses and all agreed advertising costs in relation to the Engagement will be charged to the Client as and when they accrue. Any cancellation charges in relation to such expenses will be met by the Client.
- 4 All such expenses and costs are payable in accordance with the payment terms at Condition **3.6**

Remuneration	Fee (+VAT)
All remuneration levels	20%

## SCHEDULE B - SCALE OF REFUND

- 1 The following scale of refund only applies in the event that the Client complies with the provisions of Conditions **3.1**, **4.1** and **4.2** of these Conditions.
- 2 Where the Candidate ceases working for the Client during the first six (6) weeks of the Engagement (except where the Candidate is or will be made redundant) or fails to commence an Engagement, a refund of the Fee shall be paid to the Client in accordance with the scale set out below, subject to Condition **4**.

Week in which the Engagement Terminates	% of Fee Refunded
Up to end of week 2	80%
Week 3 up to end of week 4	50%
Week 5 up to end of week 6	25%
Week 7 onward	0%