

CLASSROOM TEACHERS TERMS AND CONDITIONS OF BUSINESS FOR PERMANENT PLACEMENTS

I DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

“Candidate” means the person introduced by the Agency to the Client for an Engagement including any members of the Company’s own staff

“Client” means the person, educational establishment, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to whom the Candidate is introduced

“Company” means Classroom Teachers Limited

Engagement” means the engagement, employment or use of the Candidate by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement directly or through a limited company of which he/she is an officer or employee

“Introduction” means (i) the Client’s interview of a Candidate in person or by telephone, following the Client’s instruction to the Company to search for a Candidate or; (ii) The passing to the Client of a Curriculum Vitae or other information which identifies the Candidate and which leads to an Engagement of that Candidate by the Client

“Remuneration” Confirmed Annual Salary

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

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

2 THE CONTRACT

2.1 These Terms of Business are deemed to be accepted by the Client by virtue of an introduction to, or the Engagement of a Candidate.

2.2 Unless otherwise agreed in writing by a director of the Company these Terms of Business shall prevail over any other Terms of Business or purchase conditions put forward by the Client.

2.3 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a director of the Company.

3 NOTIFICATION AND FEES

3.1 The Client agrees:

- a) to notify the Company of any offer of an Engagement which it makes to the Candidate
- b) to notify the Company immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Company
- c) to pay the Company fee within 7 days of the date of the invoice.

3.2 Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Candidate commences the Engagement at which time the Company will render an invoice to the Client for its fees.

- 3.3 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 7 days at the rate of 2% per annum above the base rate from time to time of Lloyds plc from the due date until the date of the payment.
- 3.4 The fee payable to the Company by the Client for an introduction resulting in an Engagement is calculated in accordance with the Fee Structure on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee at the prevailing rate. The fee structure is detailed below:

FEE STRUCTURE FOR ALL PERMANENT STAFF PLACEMENTS 20% OF ANNUAL SALARY

- 3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term, or if the Client re-engages the Applicant within 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee. This fee will be based on the additional Remuneration applicable, for the period of Engagement following the initial fixed term up to the termination of the second Engagement, or the anniversary of its commencement, whichever is the sooner.

4 REFUNDS

- 4.1 In order to qualify for the following refund, the Client must pay the Company fee within 7 days of the date of invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination.
- 4.2 Should the Engagement terminate before the expiry of 10 weeks from the start date (except where the Candidate is made redundant) 10% of the fee will be allowed against the Company fee for each complete week not actually worked.
- 4.3 Should the Client or any subsidiary or associated Company of the Client subsequently engage or re engage the Candidate within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable, with no entitlement to the refund.

5 CANCELLATION FEE

- 5.1 If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a minimum fee of £500.

6 INTRODUCTIONS

- 6.1 Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Company which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Company fee as set out in clause 3.4 with no entitlement to any refund.
- 6.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Candidate engaged as a consequence of or resulting from an introduction by or through the Company whether direct or indirect, within 6 months from the date of the introduction by the Company.
- 6.3 Where the amount of the actual Remuneration charge is not known, the Company will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Candidate has been engaged. With regard to any information supplied to the Company by the Client and/or comparable positions in the market generally for such positions.

6.4 In the event that any employee of the Company with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Company's employment, the Client shall be liable to pay an introduction fee to the Company in accordance with clause 3.4.

7 SUITABILITY AND REFERENCES

7.1 The Company endeavours to ensure the suitability of any Candidate introduced to the Client. Notwithstanding this the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or the Company before engaging such Candidate. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate and satisfying any medical and other requirements or qualifications required by law of the country in which the Candidate is engaged to work.

8 LIABILITY

8.1 The Company 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 Company 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 Company to introduce any Candidate. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

9 LAW

9.1 These terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England and Wales.