

Between Randstad Education (acting as an employment business) and the Client for the supply of Flex-associates**1. Definitions**

In these terms ("Terms") the following definitions apply:

- (a) "Agency Workers Regulations" means the Agency Workers Regulations 2010 or the Agency Workers (Northern Ireland) Regulations 2011 (as appropriate)
- (b) "Assignment" means the period during which the Flex-associate is supplied by Randstad to provide services to the Client;
- (c) "Assignment Details Form" means written confirmation of the assignment details as agreed with the Client;
- (d) "AWR Claim" means any claim or potential claim by the Flex-associate against the Client and/or Randstad for any breach of the Agency Workers Regulations;
- (e) "Calendar Week" means any period of seven days starting with the first day of the relevant Assignment;
- (f) "Charges" means the charge payable for each Flex-associate's services calculable in accordance with clause 5.1.
- (g) "Client" means the person, firm, school, governing body, local authority or corporate body together with any subsidiary or associated person, firm, school, governing body, local authority or corporate body (as the case may be) to whom the Flex-associate is Introduced;
- (h) "Client's Group" means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Client, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
- (i) "Comparable Employee" means an employee (or directly recruited Flex-associate) of the Client who (a) works for and under the supervision of the Client and is engaged in the same or broadly similar work as the Flex-associate having regard, where relevant, to whether the employee (or directly recruited Flex-associate) and the Flex-associate have a similar level of qualification and skill; and works or is based at the same establishment as the Flex associate or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements.
- (j) "Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005 (as amended);
- (k) "Control" means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;

- (l) "Engagement" means the engagement, employment or use of the Flex-associate by the Client or by any third party to whom the Flex-associate has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; or through any other employment business; or through a corporate body of which the Flex-associate is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly;
- (m) "Extended Period of Hire" means the Client's option to continue to hire the Flex-associate for a period of 20 weeks beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;
- (n) "Flex-associate" means the individual who is engaged by Randstad and Introduced by Randstad to provide services to the Client and for the avoidance of doubt include Regulation 10 Flex-associates and Non Regulation 10 Flex Associates;
- (o) "Hours" means the units of time worked by the flex-associate and includes full days and part days. A full day is deemed to be 6 Hours and a part day is deemed to be 4 Hours;
- (p) "Introduction" means (i) the passing to the Client of a curriculum vitae or information which identifies the Flex-associate; or (ii) the Client's interview of a Flex-associate (in person or by telephone or by any other means), following the Client's instruction to Randstad to supply a Flex-associate; or (iii) the supply of a Flex-associate; and "Introduces" and "Introduced" shall be construed accordingly;
- (q) "Maternity Grounds" means the ending of the supply of a Flex-associate in consequence of action taken pursuant to regulation 16A(2) or 17(A) of the Management of Health and Safety at Work Regulations 1999 or regulation 20 of the Conduct Regulations;
- (r) "Non Regulation 10 Flex Associates" means those Flex-associates supplied by Randstad that are engaged under contracts with Randstad that are outside the scope of Regulation 10 Agency Workers Regulations;
- (s) "Qualifying Period" means 12 Calendar Weeks during which the Flex-associate works in the same role with the Client during one or more Assignments, and as further defined in regulation 7 Agency Workers Regulations;
- (t) "Randstad" Randstad Education Limited (Company No. 03403530) of 450 Capability Green, Luton, Bedfordshire, LU1 3LU, England;
- (u) "Regulation 10 Flex-associates" means those Flex-associates supplied by Randstad that are engaged under contracts of employment with Randstad which comply with Regulation 10 Agency Workers Regulations;
- (v) "Relevant Period" means the later of (a) the period of 8 weeks commencing on the day after the last day on which the Flex-associate worked for the Client having been supplied by Randstad; or (b) the period of 14 weeks commencing on the first day on which the Flex-associate worked for the Client having been supplied by Randstad or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

(w) "Relevant Terms and Conditions" means terms and conditions relating to:

- i. pay (for Non-Regulation 10 Flex-associates only);
- ii. the duration of working time;
- iii. night work;
- iv. rest periods;
- v. rest breaks; and
- vi. annual leave

vii. that are ordinarily included in the contracts of employees or workers (as appropriate) of the Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) any basic working and employment conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

(x) "Salary" 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 Flex-associate for services provided to or on behalf of the Client or any third party;

(y) "Supplied" means a flex associate has started or completed at least one assignment of any duration with or for the client, having been requested to do so by Randstad acting as an employment business on behalf of the client.

(z) "Transfer Fee" means the fee payable in accordance with clause 7 of these Terms and Regulation 10 of the Conduct Regulations;

(aa) "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.

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

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

2. The contract

2.1. These Terms together and any applicable Assignment Details Form ("Terms") constitute the contract between Randstad and the Client for the supply of the Flex-associate services by Randstad to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Flex-associate, or the passing of any information by the Client about a Flex-associate to any third party following an Introduction. By accepting these terms the Client confirms that it has complied with any purchase order system it may have from time to time.

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

2.3. Subject to Clause 5.3, no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of Randstad and the Client and are set out in writing and a copy of the varied Terms is given to the Client stating the date on or after which such varied Terms shall apply.

2.4. Randstad shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Flex-associates for Assignments with the Client.

3. Client obligations

3.1. To enable Randstad to comply with its obligations under the Conduct Regulations the Client undertakes to provide to Randstad details of the position which the Client seeks to fill, including the following:

3.1.1. the type of work that the Flex-associate would be required to do;

3.1.2. the location and Hours of work;

3.1.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Flex-associate to possess in order to work in the position;

3.1.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

3.1.5. the date the Client requires the Flex-associate to commence the Assignment;

3.1.6. the duration or likely duration of the Assignment;

3.1.7. the minimum rate of pay, expenses and any other benefits that would be offered.

3.2. The Client will assist Randstad in complying with Randstad's duties under the Working Time Regulations 1998 (as amended) by supplying any relevant information about the Assignment requested by Randstad and the Client will not do anything to cause Randstad to be in breach of its obligations under these Regulations. If the Client requires the services of a Flex-associate for more than 48 Hours in any week during the course of an Assignment, the Client must notify Randstad of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Client requires the Flex-associate to work in excess of 48 Hours.

3.3. The Client shall not allow any Flex-associate to use any motor vehicle or mechanised equipment unless that Flex-associate is comprehensively insured by the Client against all risks and the Client hereby indemnifies Randstad against any actions, claims, costs, expenses, damages and liabilities resulting from breach of this provision.

3.4. The Client shall provide such personal protective equipment ("PPE") and clothing necessary to ensure the health, safety and welfare of the Flex-associate without charge to Randstad.

3.5. The Client will comply with its obligations under Regulations 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.

3.6. To enable Randstad to comply with its obligations under the Agency Workers Regulations, the Client undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at Randstad's request:

3.6.1. to inform Randstad of any Calendar Weeks since 1 October 2011 in which the relevant Flex-associate has worked in the same or a similar role with the Client via any third party prior to the date

of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;

3.6.2. if, since 1 October 2011, the Flex-associate has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Client via any third party during the relevant Assignment, to provide Randstad with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by Randstad;

3.6.3. to inform Randstad if, since 1 October 2011, the Flex-associate has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:

3.6.3.1. completed two or more assignments with the Client;

3.6.3.2. completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group and/or worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.

3.6.4. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:

3.6.4.1. provide Randstad with written details of the basic working and employment conditions the Flex-associate would be entitled to for doing the same job if the Flex-associate had been recruited directly by the Client as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;

3.6.4.2. inform Randstad in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;

3.6.4.3. if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide Randstad with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee; and

3.6.4.4. inform Randstad in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and

3.6.4.5. in respect of Non-Regulation 10 Flex-associates provide Randstad with written details of its pay and benefits structures and appraisal processes and any variations of the same.

3.7. In respect of Non-Regulation 10 Flex-associates only, for the purpose of awarding any bonus to which the Non-Regulation 10 Flex-associate may be entitled under the Agency Workers Regulations, the Client will:

3.7.1. integrate the Non-Regulation 10 Flex-associate into its relevant performance appraisal system;

3.7.2. assess the Non-Regulation 10 Flex-associate's performance;

3.7.3. provide Randstad with copies of all documentation relating to any appraisal of the Non-Regulation 10 Flex-associate, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and

3.7.4. provide Randstad with all other assistance it may request in connection with the assessment of the Non-Regulation 10 Flex-

associate's performance for the purpose of awarding any bonus.

3.8. The Client will comply with all Randstad's requests for information and any other requirements to enable it to comply with the Agency Workers Regulations.

3.9. The Client warrants that:

3.9.1. all information and documentation supplied to Randstad in accordance with clauses 3.6, 3.7 and 3.8 is complete, accurate and up-to-date; and

3.9.2. it will, during the term of the relevant Assignment, immediately inform Randstad in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.6, 3.7 and 3.8;

3.10. The Client shall inform Randstad in writing of any:

3.10.1. oral or written complaint the Flex-associate makes to the Client which is or may be a complaint connected with rights under the Agency Workers Regulations; and

3.10.2. written request for information relating to the Relevant Terms and Conditions that the Client receives from the Flex-associate as soon possible but no later than 7 (seven) calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Client and the Client will take such action and give such information and assistance as Randstad may request, and within any timeframe requested by Randstad, in order to resolve any such complaint or to provide any such information in a written statement to the Flex-associate within 28 days of the Client's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Client will provide Randstad with a copy of any such written statement.

3.11. In the event that an Assignment is ended on Maternity Grounds the Client will continue to pay Randstad the Charges for the original intended duration or likely duration, whichever is the longer, of the Assignment which ended when the supply of the Flex-associate was ended on Maternity Grounds.

4. Timesheets

4.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less) the Client shall sign if requested, Randstad's timesheet or otherwise verify the number of Hours, days or part days worked by the Flex-associate during that week.

4.2. If the Client disputes the Hours claimed, the Client shall inform Randstad as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with Randstad to enable Randstad to establish what Hours, if any, were worked by the Flex-associate. Failure to sign the timesheet (if requested) does not absolve the Client of its obligation to pay the Charges in respect of the Hours, days or part days worked.

4.3. The Client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Flex-associate. In the event that the Client is dissatisfied with the Flex-associate the provisions of clause 9.1 below shall apply.

5. Charges

5.1. The Client agrees to pay Randstad's Charges as notified to and agreed with the Client. The Charges are calculated according to the number of Hours, days or part days worked by the Flex-associate (to the nearest Hour, day or part day) and comprise the following:

- 5.1.1. the Flex-associate's rate of pay;
 - 5.1.2. an amount equal to any statutory leave to which the Flex-associate is entitled and which is accrued during the course of an Assignment;
 - 5.1.3. employer's National Insurance contributions;
 - 5.1.4. any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable; and
 - 5.1.5. Randstad's commission, which is calculated as a percentage of the total charge rate.
- 5.2. Any payment in respect of overtime will be agreed between Randstad and the client before overtime work is undertaken by the flex associate.
- 5.3. Randstad reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client:
- 5.3.1. in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations; and/or
 - 5.3.2. if there is any variation in the Relevant Terms and Conditions.

5.4. The Charges are invoiced to the Client on a weekly basis and are payable within 14 days of the date of the invoice. VAT is payable at the applicable rate on the entirety of these Charges.

5.5. Randstad reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

5.6. No refunds are payable in respect of the Charges.

5.7. The Client's obligations under this clause 5 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

5.8. The Client agrees that payments made directly to Flex-associates or advance payments to Flex-associates are not permitted and shall not form grounds for discharge or redemption of the Charges.

5.9. If the Client wishes to appeal against Randstad's invoice, the Client must do so within seven days from the date of invoice. After this period no claim will be processed and the Client shall not have a right of appeal.

5.10. Should Randstad incur any costs in recovering any overdue payment from the Client (including the full costs of legal representation and proceedings, judicial or otherwise), the Client shall pay those costs in full. Sums payable in accordance with this clause 5 shall become due, without need for further proof, when either legal representation is called upon or the claim is referred for debt collection.

5.11. In respect of Non-Regulation 10 Flex-associates only, in addition to the Charges, the Client will pay Randstad an amount equal to any bonus that the Client awards to the Flex-associate in

accordance with clause 3.7 immediately following any such award and Randstad will pay any such bonus to the Flex-associate.

6. Payment of the Flex-associate

Randstad assumes responsibility for paying the Flex-associate and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Flex-associate pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and for payment of statutory maternity/paternity pay and holiday.

7. Transfer fees

7.1. The Client shall be liable to pay a Transfer Fee if the Client Engages a Flex-associate Introduced by Randstad, either directly or through another employment business, or introduces the Flex-associate to a third party and such introduction results in an Engagement of the Flex-associate by the third party including a local authority or in the case of a school, another school or another local authority and:

7.1.1. where the Flex-associate has been supplied by Randstad, such Engagement takes place during the Assignment or within the Relevant Period; or

7.1.2. where the Flex-associate has not been supplied, such Engagement takes place within 9 months from the date of the Introduction to the Client.

7.2. The Transfer Fee shall be calculated as follows:

Annual Salary (£)	% Transfer Fee
All Salary Levels	20

If the Flex-associate is to be Engaged on a temporary or contract basis a Transfer Fee shall be payable in accordance with Clause 7.7.

7.3. If, for the purposes of clause 7.2, the actual amount of the Salary is not known Randstad will charge a Transfer Fee based on a reasonable Salary for the role, given any information Randstad may have on broadly comparable positions in the region and in the case of teachers recruited transferring to maintained schools this will be based on the current pay arrangements set out in the School Teachers Pay and Conditions Document.

7.4. A minimum Transfer Fee of £500.00 is chargeable for all Engagements and an administration fee of £250 applies in addition to the Transfer Fee.

7.5. If the Client wishes to Engage the Flex-associate either directly or through another employment business, without liability to pay a Transfer Fee the Client may, on giving one week's written notice to Randstad, engage the Flex-associate for an Extended Period of Hire.

7.6. During such Extended Period of Hire Randstad shall supply the Flex-associate on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before Randstad received the notice in clause 7.5; and the Client shall continue to pay the Charges set out in clause 5. If Randstad is unable to supply the Flex-associate for any reason outside its control for the whole or any part of the Extended Period of Hire; or the Client does not wish to hire the

Flex-associate on the same terms as the Assignment; but the Flex-associate is Engaged by the Client, the Client shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Client during any part of the Extended Period of Hire worked by the Flex-associate before being Engaged by the Client. If the Client fails to give notice of their intention to Engage the Flex-associate before the Engagement commences, the parties agree that the Transfer Fee shall be due in full.

7.7. Where prior to the commencement of the Engagement Randstad and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Client shall pay a Transfer Fee as follows:

Fixed term contracts up to (and including) 12 months

Annual Salary (£)	% Transfer Fee to be applied pro rata
All Salary Levels	25

EXAMPLE:

For a fixed term Engagement of 5 months on an annual salary of £30,000 the Transfer Fee is: $£30,000 \times 0.250 = £7500$

$$£7,500/12 = £625$$

$$625 \times 5 = £3,125.00$$

This Transfer Fee is subject to the Client Engaging the Flex-associate for the agreed fixed term. Should the Client extend the Flex-associate's Engagement or re-Engage the Flex-associate within 12 months from the commencement of the initial fixed term Engagement Randstad reserves the right to charge the Client an additional Transfer Fee in accordance with this Clause 7.7.

7.8. No refund of the Transfer Fee will be paid in the event that the Engagement by the Client, either directly or through another employment business, or by a third party, terminates or terminates before the end of the fixed term referred to in Clause 7.7.

7.9. VAT is payable in addition to any fee due.

8. Suitability checks and information to be provided in special situations

8.1. Subject to the Client's compliance with clauses 3.1 and 8.2, where the Flex-associate is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves working with, caring for or attending one or more Vulnerable Persons Randstad will use its reasonable endeavours to obtain and offer to provide copies to the Client of:

8.1.1. any relevant qualifications or authorisations of the Flex-associate; and

8.1.2. two references from persons who are not relatives of the Flex-associate and who have agreed that the references they provide may be disclosed to the Client; and such other reasonably practicable steps as are required to confirm that the Flex-associate is suitable for the Assignment. If Randstad has taken reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.

8.2. The Client shall advise Randstad at the time of instructing Randstad to supply a Flex-associate, or if it is not reasonably practicable, at the very latest, prior to the commencement of the Assignment, whether during the course of the Assignment, the Flex-associate will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 or equivalent legislation in Scotland or Northern Ireland.

8.3. The Client shall assist Randstad by providing any information required to allow Randstad to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 or equivalent legislation in Scotland or Northern Ireland and to allow Randstad to select a suitable Flex-associate for the Assignment.

8.4. In particular in the event that the Client removes a Flex-associate from an Assignment in circumstances which would require Randstad to provide information to the Independent Safeguarding Authority or equivalent authority under the Safeguarding Vulnerable Groups Act 2006 or equivalent legislation in Scotland or Northern Ireland, the Client will provide sufficient information to Randstad to allow it to discharge its statutory obligations.

9. Unsuitability of the Flex-associate

9.1. The Client undertakes to supervise the Flex-associate sufficiently to ensure the Client's satisfaction with the Flex-associate's standards of work. If the Client reasonably considers that the services of the Flex-associate are unsatisfactory, the Client may terminate the Assignment either by instructing the Flex-associate to leave the Assignment immediately, or by directing Randstad to remove the Flex-associate.

9.2. The client shall pay Randstad education for Hours worked up to the time of termination if it was agreed at the beginning of the assignment that the assignment would be for a fixed period of two days or less.

9.3. Randstad may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Flex-associate, provided that the Client has notified Randstad immediately by telephone (followed by written confirmation sent the same day) before 5pm on the day the assignment is terminated, or if termination occurs after 2pm, before noon on the next working day that they have asked the flex associate to leave and that he assignment has been terminated.:

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

9.5. The Client shall notify Randstad immediately and without delay and in any event within 2 Hours if the Flex-associate fails to attend work or has notified the Client that they are unable to attend work for any reason.

10. Termination of the assignment

10.1. Any of the Client, Randstad or the Flex-associate may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Client, who shall be liable in relation to any Charges due under clause 5 above and when the Client has agreed to an extended period of notice in the case of assignments which have a fixed end date making the assignment more than 6 weeks from start to end).

11. Confidentiality and data protection

11.1. All information relating to a Flex-associate is confidential and subject to the Data Protection Act 1998 ("DPA") 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 and the Client undertakes to abide by the provisions of the DPA in receiving and processing the data at all times.

11.2. Information relating to Randstad'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. For the avoidance of doubt, the Client shall not be permitted to publish or disclose to any third party any of Randstad's proprietary data, correspondence, pricing information, computer programmes or systems information without Randstad's prior written consent, except to the extent that such information is public knowledge other than by reason of your breach of these Terms.

12. Intellectual property rights

All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Client. Accordingly Randstad shall use its reasonable endeavours to ensure that the Flex-associate shall execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

13. Liability

13.1. Whilst reasonable efforts are made by Randstad to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from the Flex-associate and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by Randstad for any loss, expense, damage or delay incurred by the Client as result of:

- 13.1.1. any failure to provide any Flex-associate for all or part of the Assignment; or
- 13.1.2. from the negligence, dishonesty, misconduct or lack of skill of the Flex-associate
- 13.1.3. save to the extent that such loss, expense, damage or delay is caused as a direct result of Randstad's failure to perform its obligations pursuant to clause 8.1.

13.2. Subject to clause 13.4 Randstad's total liability for all loss, liability, expenses, damages or claims to the Client (for all causes such as but not limited to contract, tort, indemnity, strict or statutory authority or otherwise) shall not exceed the sum of the Charges paid or payable by the Client to Randstad in respect of the Flex-associate for which the claim relates in the 12 calendar months preceding the event which gave rise to Randstad's liability and in no event shall exceed an aggregate total sum of £50,000

per calendar year.

13.3. No liability is accepted by Randstad if the Flex-associate terminates the Assignment for any reason.

13.4. Randstad shall not in any circumstance be liable to the Client for indirect, financial or consequential losses, including, for the avoidance of doubt, loss of profits, reputation or anticipated savings. For the avoidance of doubt, Randstad 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.

13.5. Some of the Flex-associates supplied by Randstad are engaged under contracts of employment with Randstad. Notwithstanding this the Flex-associates are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. Therefore for the duration of the Assignment the Client agrees to be responsible for all acts, errors or omissions of the Flex-associate, whether wilful, negligent or otherwise as though the Flex-associate was on the payroll of the Client.

13.6. The Client shall comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in clause 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Flex-associate during all Assignments.

13.7. The Client undertakes not to request the supply of a Flex-associate to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Client to perform the duties of a person on strike or taking official industrial action.

13.8. The Client shall indemnify and keep indemnified Randstad against any costs, claims, damages, expenses or liabilities incurred by Randstad arising out of any Assignment or arising out of the Client's non-compliance with, and/or as a result of its breach of, these Terms.

13.9. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Flex-associate for the Flex-associate to fill the Assignment.

13.10. The Client shall inform Randstad in writing of any AWR Claim which comes to the notice of the Client as soon possible but no later than 7 (seven) calendar days from the day on which any such AWR Claim comes to the notice of the Client.

13.11. If the Flex-associate brings, or threatens to bring, any AWR Claim, the Client will take such action and give such information and assistance as Randstad may request, and within any timeframe requested by Randstad, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

13.12. Other than those conditions, warranties and other terms set out in this Agreement all conditions, warranties or other terms which might have effect between the parties or be implied or

incorporated into this Agreement whether by statute, common law or otherwise are hereby excluded.

14. Additional terms relating to Limited Company

Contractors

14.1. For the avoidance of doubt, Randstad may replace any Flex-associate engaged via a limited company ("Limited Company Contractor") provided that the Client is satisfied that the proposed replacement possesses the necessary skills and expertise to carry out the Assignment.

14.2. Randstad makes no warranty as to any product recommended by the Limited Company Contractor in connection with the provision of their services to the Client during an Assignment.

15. Non solicitation

The Client shall not solicit or endeavour to entice away from Randstad anyone employed or engaged by Randstad in the capacity of a consultant, Branch Manager, Operations Manager or other corporate capacity except with the prior written consent of a Randstad Director. A breach of the clause will render the Client liable to pay a Transfer Fee in accordance with clause 7.

16. Notices

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

17. 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.

18. Force Majeure

Neither Party shall have any liability to the other for delay or loss occasioned by war, strike, lockout, industrial dispute, fire, illness, or other circumstance which is outside of their reasonable control.

19. Governing law and jurisdiction

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

Signed for and on behalf of the Client

Print name

I confirm I am authorised to sign these Terms on behalf of the Client.

Date

These Terms and Conditions of Business apply between Randstad Education (acting as an employment agency) and the Client for the introduction of permanent candidates

1. Definitions

In these Terms and Conditions of Business ("Terms of Business") the following terms shall have the following meanings:

(a) 'Appointment' (and related expressions) means employment or use in the following circumstances:

- (i) under a contract of service or for services; or
- (ii) under an agency, licence, franchise or partnership; or
- (iii) in a joint venture agreement or arrangement.

(b) 'Candidate' means a person introduced by Randstad Education to the Client (including without limitation any temporary worker introduced or supplied).

(c) The 'Client' means the person, company or organisation to whom a Candidate is introduced.

(d) Reference to the singular includes the plural and reference to the masculine includes any gender and vice-versa.

(e) 'Regulations' means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended from time to time).

(f) 'Remuneration' means all payments, bonuses, commission, profit sharing, London weighting allowance, benefits in kind and any other payment arising from the engagement and whether payable to the candidate or to a third party (including, without limitation, a limited company connected with the candidate). The following terms apply where the Candidate is introduced for engagement by the Client where the Client will be paying the Candidate's remuneration to them. In these circumstances Randstad Education will be acting as an agency within the meaning of the Regulations.

(g) 'Employment Agency' means an employment agency as defined in the Regulations.

(h) 'Randstad Education' means Randstad Education Limited (company number 3403530) whose registered address is 450 Capability Green, Luton, Bedfordshire, LU1 3LU, England,

(i) 'Services' means the introduction of a Candidate to fill the Client's permanent vacancies.

Please note that our partnership service options may vary from time to time. Details of the service option that the Client has selected can be found in the Partnership Agreement.

2. Introduction

A Candidate is introduced to the Client when Randstad Education supplies, orally or in writing, any information about the Candidate. A Candidate shall be deemed to have been introduced to the Client unless within 72 hours (excluding weekends and bank holidays) of delivery to the Client of sufficient information to enable it to identify the Candidate or, if later, at the first interview of the Candidate, the Client notifies Randstad Education in good faith that the Candidate is already known to it.

3. How a client accepts these terms of business

A Client will accept these Terms of Business by interviewing, appointing or continuing to appoint a Candidate introduced by

Randstad Education, or by passing any information about a Candidate to any third party following an introduction. These terms shall apply to the exclusion of any conditions of purchase or similar terms of the Client.

4. How the introduction fee is calculated

The fee payable by the Client to Randstad Education for the introduction of a Candidate who subsequently accepts an appointment is 20% of the appointed Candidate's annual Remuneration. The fee is payable for any appointment that takes place within nine months of the original introduction. An introduction fee is still payable if the Candidate is appointed in a position other than the one originally intended. No charge whatsoever is made to the Candidate. All fees are subject to VAT. Randstad Education may alter this scale from time to time and, if appropriate, the Client will be advised in writing.

5. When the client pays the introduction fee

The Client must notify Randstad Education immediately they appoint a Candidate whom Randstad Education has introduced. The Client must also inform Randstad Education of the agreed salary details. The Introduction Fee must be paid within two weeks of the date of the invoice and if not paid within such period then Randstad Education shall be entitled to charge interest on any accounts which remain outstanding at the rate of 0.8% of the original amounts each full week until the account is settled.

6. Suitability and references

(a) In accordance with the requirements of the Regulations, Randstad Education will not introduce a Candidate to the Client without first obtaining confirmation of their identity, that they are willing to work in the position to which the Client wishes to appoint them ('Position') and that they have the experience, training, qualifications and any authorisation which the Client considers necessary for the Position or which are required by law or any professional body.

(b) The information which Randstad Education has obtained under paragraph (a) above will be provided to the Client when a Candidate is introduced. Where the information is not given in paper form or by electronic means then it will be provided in such means no later than the third business day thereafter, unless the Candidate had been supplied to the Client in the previous five business days and the information had already been supplied to the Client.

(c) Randstad Education will not introduce a Candidate to the Client unless it has taken all reasonably practicable steps to ensure that the Client and the Candidate are aware of any requirements imposed by law or any professional body which must be satisfied to enable the Candidate to work in the Position. Randstad Education will also make such enquiries as are reasonably practicable to ensure that it would not be detrimental to the interests of either party for the Candidate to work in the Position.

(d) To enable Randstad Education to comply with its obligations under the Regulations, the Client must provide Randstad Education with sufficient information to enable it to select a

suitable Candidate for the Position which must include the date on which the Client requires the Candidate to commence work and (if the Appointment is for a fixed period) the likely duration; the nature of the work, the location, hours and any risks to health and safety known to the Client and the steps taken to control such risks; details of the experience, training, qualifications and any authorisations which the Client considers necessary, or which are required by law or any professional body for the Candidate to possess to work in the Position; details of any expenses payable.

(e) The Client will also inform Randstad Education of the minimum rate of remuneration and other benefits for the Position, the intervals of pay and the notice required to terminate the appointment.

(f) Notwithstanding the above, the Client must satisfy itself as to the suitability of the Candidate and the Client shall take up such references provided to the Client by Randstad Education or the Candidate before appointing the Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement for medical examinations and/or any investigations into the medical history of the Candidate and satisfying any medical or other requirements, qualifications or permission required by law applicable to the Appointment.

(g) Randstad Education will take all reasonably practicable steps to obtain copies of any relevant qualifications or authorisations and two references from persons not related to the Candidate who have agreed that the references they provide may be disclosed to the Client. Randstad Education shall offer to provide copies of such information to the Client and if it is unable to obtain any of the above information then it shall inform the Client of the steps it has taken to obtain it.

7. Rebate entitlement

Subject to the invoice being paid in full by the due date the following rebate guarantees will apply. If the Candidate's appointment comes to an end for whatever reason other than Redundancy the Client must notify Randstad Education in writing and Randstad Education will refund the appropriate portion of the introduction fee, as detailed below. If within nine calendar months of the termination of the appointment the candidate is re-appointed by the Client (other than as a Temporary Worker provided by Randstad Education) then an introduction fee shall be due in accordance with these terms in respect of that appointment.

Termination of Engagement:	% Refund
Up to 4 weeks from start date	100%

8. The availability of Randstad Education candidates

Randstad Education does not guarantee that a Candidate is available to accept any appointment.

9. Introduction of a Randstad Education candidate to a third party

The introduction of a Candidate by Randstad Education is confidential. The Client must not, directly or indirectly, transfer or introduce a Randstad Education Candidate to any other person, school, Firm, local authority or company where they are subsequently appointed in a permanent or temporary position within nine months from the date of the introduction by the Candidate to the Client by Randstad Education. If this happens the Client will have to pay Randstad Education the full introduction fee for the appointment as if the Client itself had appointed the Candidate. In these circumstances, the rebate entitlement in clause 7 of these conditions shall not apply.

10. No Warranty

Although Randstad Education will use reasonable endeavours to ensure the suitability of the Candidate, Randstad Education gives no warranty whatsoever, whether express or implied, as to whether the attributes of the Candidate will be suitable for the Client's requirements. The Client must rely on its own enquiries as to the suitability of the Candidate.

Randstad Education shall not be liable for any loss, liability, damage, costs, claims, compensation or expenses, whether direct, indirect or consequential suffered or incurred by the Client arising from or connected with the Services provided by Randstad Education or from the introduction to or the engagement of any Candidate by the Client or from the failure of Randstad Education to introduce the Candidate. For the avoidance of doubt, Randstad Education does not exclude liability for death or personal injury arising from its own negligence.

11. Data protection

The Client and Randstad Education will use and process personal data for recruitment purposes only and in accordance with UK Data Protection Legislation. To improve Randstad Education's service to the Client through training, communication with Randstad Education may be monitored or recorded. If the Client prefers not to be contacted or receive further information from Randstad Education, it must contact its local Randstad Education office. For the purposes of this clause Randstad Education shall include any subsidiaries, affiliates and holding companies.

12. Alterations

No variation can be made to these Terms of Business without the agreement of Randstad Education and the Client where upon Randstad Education will give the Client details of the variation in writing including the date upon which it is to take effect.

13. Termination

These Terms of Business may be terminated by either party giving not less than 30 days prior written notice to the other party, however for Clients that have selected the permanent service options this notice period requirement shall be increased to 90 days prior written notice.

These Terms of Business may be terminated with immediate effect by either party if:

- a) a resolution is passed or an order is made for the winding up of the other party or the other party becomes subject to an administrative order or an administrator, receiver or administrative receiver is appointed over or all or part of the other's undertakings and assets; or
- b) that other party ceases or threatens to cease to carry on its business or is unable to pay its debts or becomes insolvent (within the meaning of the Insolvency Act 1986) or makes or proposes to make any arrangement or composition with its creditors.

14. Non-Solicitation

a) If the Client, whether directly or indirectly, engages or receives services from any member of staff of Randstad Education, irrespective of whether such person has been involved in the supply of services to the Client, ("the Employee") on any basis whatsoever, including, without limitation, on a fixed term, temporary or permanent basis whether during the term of the Employee's employment with the Company or for a period of 6 months after termination of the Employee's contract of employment with Randstad Education, an Introduction Fee will be payable by the Client to the Company, calculated in accordance with clause 4 how the introduction fee is calculated and with no entitlement to the Rebate.

b) The Introduction Fee in Clause 4 shall be paid by the Client in accordance with Clause 5.

15. Assignment

Randstad Education may, without the consent of the Client, assign or sub-contract all or any of its rights and obligations under these Terms of Business. The Terms of Business are not assignable by the Client without the prior written consent of Randstad Education.

16. Retained Fees

Where agreed with the Client Randstad Education shall invoice for the agreed upfront fees upon the clients signature or deemed acceptance of these Terms of Business. Randstad Education shall invoice for further up-front fees as and when required.

17. Intellectual Property

The Client hereby grants Randstad Education Limited the non-exclusive right to use its logo and any other intellectual property for the term of this agreement in relation to the Services that are being provided.

Randstad Education retains copyright in all advertising and other material produced by it which may not be copied or otherwise reproduced by the Client, whether in whole or in part, without the prior written consent of Randstad Education.

18. Force Majeure

Neither Party shall have any liability to the other for delay or loss occasioned by war, strike, lockout, industrial dispute, fire, or other circumstance which is outside of their reasonable control.

19. Notices

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

20. Governing law and jurisdiction

These Terms of Business shall be interpreted in accordance with English Law. The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Business, its subject matter or formation.

21. General

a) Any indulgence granted by Randstad Education to the Client and any failure by Randstad Education to insist upon strict performance of these Terms of Business shall not be deemed a waiver of any of Randstad Education's rights or remedies nor be deemed a waiver of any subsequent default by the Client.

b) The invalidity, illegality or unreasonableness in whole or in part of any of these Terms of Business shall not affect the validity of the remainder of such terms or of these conditions. In the event that any of the conditions shall be held invalid, illegal or unreasonable, such condition shall apply with such deletion as may be necessary to make it valid and effective.

c) The Company and the Client do not intend that any provisions of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

d) The following clauses shall survive termination of these Terms of Business: 4, 9, 10, 14, 20 and 21.