We are Edustaff (international) Limited (throughout “we,” “us,” “our” and “ours”) of 295/297 Church Street, Blackpool, Lancashire, FY1 3PJ including, for the purposes of this agreement, our branch offices and our subsidiary companies (as defined by s.1159 Companies Act 2006) or our associated bodies corporate (as defined by s.256 Companies Act 2006).

You are a Client or potential Client of ours and are the recipient of these Terms of Business (throughout “you”, “your” and “yours”) including, for the purposes of this agreement, an Associate.

Introduction and acceptance

We provide a range of first class services for the introduction of candidates to employers. The terms in this document set out the arrangements and fees for our service, together with the information that we are obliged to collect from you for the benefit of our candidates. Once you have received this document, comprising this page and the pages that follow, any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of these Terms of Business. Upon such acceptance, and in consideration of the mutual benefits set out herein, these terms apply.

Fee Scale

<table>
<thead>
<tr>
<th>Role</th>
<th>Fee Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Teaching Staff</td>
<td>£2.50</td>
</tr>
<tr>
<td>Leadership Staff (Department Head, Head Of Year)</td>
<td>12.5%</td>
</tr>
<tr>
<td>Senior Leadership (Principal, Head of School, Assistant Head, Deputy Head)</td>
<td>15%</td>
</tr>
</tbody>
</table>

Rebate Scale

Week = week in which employment ends (assuming a replacement is not found within a 28 day timescale)

<table>
<thead>
<tr>
<th>Proportion of Fee</th>
<th>Week</th>
<th>Rebate %</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) 100%</td>
<td>1-2</td>
<td>100%</td>
</tr>
<tr>
<td>(b) 75%</td>
<td>3-6</td>
<td>75%</td>
</tr>
<tr>
<td>(c) 50%</td>
<td>7-10</td>
<td>50%</td>
</tr>
</tbody>
</table>

SECTION 1 - TERMS & CONDITIONS

application and capacity of terms

1. These Terms of Business, which are subject to the definitions in Section 2, apply to all dealings between you and us relating to Introductions (but not the supply) of Candidates by us to you or any other services referred to herein.

2. We agree to use our reasonable endeavours to locate Candidates for you in accordance with your Requirements, to make Introductions, to arrange Assignments, and to provide any agreed Additional Services.

3. You agree to accept our Candidate introduction services and you acknowledge and agree the following:

(a) to enable us to comply with our obligations you must
(b) to enable us to comply with our obligations you must
(c) to enable us to comply with our obligations you must
(d) to enable us to comply with our obligations you must

4. In relation to fees and rebates the following shall apply:

(a) whenever there is an Engagement within the Fee Period, or there is an Additional Service, you shall pay the Fee in accordance with the Payment Terms without any deduction, set off or counterclaim, subject only to any entitlement to a Rebate, and for the purposes of our Fee an Engagement during period (a) of the Fee Period as defined is deemed to be as a result of the relevant Introduction regardless of any information relating to the Candidate you may have received from any third party unless you have notified us in accordance with clause 3(f)

(b) you agree to promptly repay any Rebate

(f) where an Assignment is a temporary direct hire of a Candidate for a fixed period of less than one year, we may as a concession and at our sole discretion accept that for the purposes of our Fee Remuneration shall be calculated as the actual amount agreed to be paid for the fixed period, provided that,

(g) if you have first notified us in writing prior to the commencement of the Assignment of the term of the fixed period and the full amount payable for that period, and
EDUSTAFF INTERNATIONAL CLIENT TERMS OF BUSINESS

(i) prior to the commencement of the Assignment we have accepted in writing that the Remuneration will be calculated only on the basis of the fixed period, and not on an annualised basis, and
(ii) the remuneration payable to you or the Underlying Party shall be that relating to the Remuneration as if it were annualised, and
(iii) you pay the Fee based on the concession within 7 days of the date of our invoice

(g) if clause 4(f) applies we shall be entitled to raise a further invoice for a fee calculated on the balance of one year's Remuneration (taking into account the calculation for the fixed period) if there is any extension of the Assignment beyond the term notified under clause 4(f)(ii) or if you re-engage the Candidate within 12 months of the beginning of the Assignment, and you undertake to notify us if either of those events occur within 7 days of the occurrence
(h) wherever there is an increase we shall be entitled to raise a further invoice for an increased Fee or for an increased Remuneration
(i) in the case of an Offer, Remuneration shall be calculated on the projected sum contained within the Offer – this means that if you withdraw an Offer for any reason other than suitability, to be evidenced by you, we shall nevertheless be entitled to our Fee. We shall be entitled to issue an invoice upon or as soon as is appropriate after your offer, but any delay in issue shall not affect our entitlement to payment in any event.

additional provisions

5. It is also agreed that
(a) for the avoidance of doubt, because at all times we are acting as an Employment Agency unless otherwise stated, where any Additional Service comprises a requirement to advertise, whether for permanent or for contract or temporary workers, we may specify in any such advertisement that you are acting as an Employment Agency, but if we are subsequently asked to supply contract or temporary workers such supply shall be on separate terms to these Terms of Business;
(b) we are authorised by you to advertise in any medium we deem appropriate to source Candidates where you have issued a Requirement to us
(c) intentionally left blank
(d) whilst at all times we shall act in good faith we give no guarantee or warranty that we will be able to locate any suitable Candidate, or that any Candidate we Introduce is suitable for your purposes at any time
(e) the date of an Engagement shall in all cases be the earlier of the date of any agreement to Engage or the date of commencement of any services under an Engagement
(f) we shall advise you of the terms of each Assignment unless you have concluded negotiations with the Candidate direct
(g) [where a Candidate is Engaged by you under an Assignment, we shall not solicit the Candidate to take up alternative employment.]

general terms

6. It is also agreed that
(a) for the avoidance of doubt, during period (a) of the Fee Period there is no implied term that an Introduction be the effective cause of an Engagement and our entitlement to Fees and the clauses related thereto, survive any termination of our service
(b) all fees are subject to value added tax which will be charged in addition and, for the purposes of calculating our Fee, Remuneration in foreign currency will be calculated at the Bank of England Sterling exchange rate applicable on the date of our invoice
(c) for the avoidance of doubt the creation of an Assignment is not a variation to any of these Terms of Business, and where times are referred to herein such times are of the essence
(d) you shall keep any information comprising an Introduction confidential and not use it for any purpose other than that disclosed by you to us at the time of the introduction was requested
(e) neither party ("the first party") shall, for the duration of this agreement, directly or indirectly solicit or entice into employment any person employed by the other party ("the second party") with whom the first party has had an Engagement arising from this agreement, without the second party’s prior written consent
(f) you shall at all times comply with all applicable laws and regulations whether in relation to us or the Candidate
(g) you shall not (or shall not permit any agent or other person acting on your behalf to) nor shall you be liable for any loss, damage, delay or compensation of any kind whether in contract or tort, which may arise out of these terms or an Assignment, save to the extent that exclusion of liability is prohibited by law
(h) you acknowledge and keep us fully indemnified against any claims or demands including costs of dealing with the same (i) brought or made by a Candidate, or another business (of any kind) with which we have been dealing in relation to a Requirement, arising from incorrect or incomplete information provided by you to us (ii) arising out of any breach of clause 6(1) or (iii) brought or made by you in relation to a matter under clause 6(g)
(i) without prejudice to clauses 3(d) and 6(g), our liability shall, in any event other than where liability cannot be limited by law, be in respect of direct losses only, not exceeding £1m in any case, and be limited to the lower of repayment of our Fee, or £100,000
(j) you agree that the liability terms and limits set out in clauses 3(d), 6(g) and 6(i) are reasonable
(k) neither you nor we shall divulge to any other party, or use for your or our own benefit, any information capable of being confidential relating to the affairs of your or our business or business methods, or confidential information, received from each other, except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court order to be released (l) other than for third party rights specifically conferred in or under this agreement or in or in certain circumstances, the Contracts (Rights of Third Parties) Act 1999 is excluded
(m) each portion of this agreement, defined by punctuation and/or sections or numbering, is separate, distinct and severable and to give meaning to the introduction of you and or any matter may be severable that otherwise may void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force
(n) any notice under this agreement shall be in writing sent to the addressee at the last known address unless number or electronic mail address other, respectively, by first class post, or by fax or by electronic mail, and shall be deemed to have been received, in the case of post on the postal date following the date of posting, in the case of fax on the date of transmission, and by electronic mail on the date electronic confirmation of receipt is received by the sender
(o) save for any Special Terms the terms set out in the Terms of Business are the sole and entire agreement between you and us relating to the business described, supersede any previous terms issued by us, and overrule any previous terms, whether written or oral, and you acknowledge that you have not relied upon any representations made by us that are not set out in these terms; these terms may not be varied except by us in providing you with a general amendment notice, which will be deemed to apply upon your written confirmation that you are accepting the amendments within 7 days of receipt of the notice, or by agreement (whether orally or otherwise) and confirmed in writing signed by a director of ours; any terms provided by you to us and included within any request for services shall expressly agree the same in writing signed by a director of ours and no other action by us shall imply acceptance by us of any such terms; no notice of termination by either party shall have any effect other than to end the provision of our services
(p) you are not entitled to assign this agreement to any other party without our express authority to do so, but we may assign the agreement upon giving notice to you
(q) the laws of England and Wales govern this agreement and the English Courts shall have sole jurisdiction.

SECTION 2 - DEFINITIONS AND MEANINGS

general definitions

Additional Fee - a fee agreed between you and us for an Additional Service provided by us, and any Expenses
Additional Service - an additional specific service we provide to you, following a request from you, which may be ancillary to or as part of our services as an Employment Agency, and which may only be performed by us, whether or not the request was made before the conclusion of negotiations with the Candidate
Assignment - an Engagement negotiated and agreed through us, and of which you have informed us prior to its commencement – NOTE: An Engagement which you do not tell us about in advance is not an Assignment
Candidate - a person, whether employed or self employed, and/or a limited company through which a person is offering services, or a supplier company, in respect of whom or which, or in respect of whose skills or services, information is provided to you
End User - any third party to whom you provide information concerning a Candidate following an Introduction and for whose benefit the Candidate provides any services, and any associate (as defined by s.435 Insolvency Act 1986) of any such third party
Engagement - any engagement or employment of any description (including as defined by s.13(1)(a) of the Employment Agencies Act 1973) under an Assignment or otherwise, whether direct or indirect, under which a Candidate is engaged to provide any services, in which we may have a share, including, but not limited in meaning to, an engagement or employment which is temporary or permanent in nature or through the intermediary of a limited company or by contract through a third party, and an Offer, and “Engage”, and “Engagement” have corresponding meanings
Expenses - any agreed expenses to be paid by you
Increase - any increase in Remuneration, whether or not due to increased hours, within 12 months of commencement of an Engagement
Information - sufficient information to enable us to seek a Candidate including the role or position to be filled and date for commencement; nature of the work and/or position required; working conditions and location; proposed salary and/or other payment terms; any issues relating to health and safety and steps taken by you to prevent or control risks, or alternatively, information regarding qualifications required for the Candidate; details of any requirements of law or professional bodies and confirmation that you have all necessary licences and consents
Introduction - the provision of information by us or by a Candidate, whether or not such information includes the Candidate’s name, that enables you to identify a Candidate or relating to a Candidate, already identified, including all
negotiations between you and us relating to a Candidate and “Introduce” shall have corresponding meaning.

Offer - an offer to Engage a Candidate communicated either by you, or us at your request, and which is accepted by the Candidate unless, prior to commencement of a contract relating to the Offer, you withdraw the Offer for the reason that you have since come into possession of information which you have provided to us that the Candidate is wholly unsuitable for the position offered by you.

Payment Terms - under an Assignment or for any other Additional Service you shall pay the Fee within 14 days of the date of our invoice and that in all other cases you shall pay the Fee within 7 days of commencement of the Engagement, the sum due in respect of the Fee being a debt due to us, whether or not we have submitted an invoice. If payment is late you shall pay interest on any overdue sum calculated at the rate of 2% per month.

Remuneration - the total proposed or projected sum (whichever is higher) payable by you or an End User for the benefit of the services of a Candidate under an Engagement calculated in accordance with clause 4(d) together with the value attributable by HM Revenue and Customs, or for the avoidance of doubt, would be attributed by HM Revenue and Customs were the benefit subject to tax in the UK, of all taxable benefits provided under the Engagement, such value in respect of any motor vehicle being not less than £5,000.

Requirement - a request from you in any form for an Introduction or other service.

Social Media - any electronic means of processing, viewing, obtaining or exchanging information or communications about work seeker through the use of the internet or web based technologies/applications or any telephonic (mobile or otherwise) messaging system, but excluding electronic email programs.

Special Terms - specific terms, whether or not referred to as a Specific Additional Agreement (SAA), relevant to a stated Requirement, agreed with us prior to commencement of the Engagement to be applied for an Introduction or for any other Additional Service.

Terms of Business - the terms herein, which comprise our agreement with you.

Fees Definitions

Fee -

(a) the fee you are obliged to pay us in the event of an Engagement, not being a supply by us under different terms relating to the supply of temporary workers or contractors – this is dependent on the type of Engagement as follows:

(i) for the permanent hire of a Candidate, namely one that is not agreed by us prior to commencement of the Engagement to be a temporary direct hire of a Candidate, our fee will be calculated in accordance with the Fee Scale, save and to the extent that any other scale or terms are stated or agreed by us to apply

(ii) for the temporary direct hire of a Candidate other than for a fixed period of less than one year in respect of which we have agreed a concession in accordance with clause 4(f) being one negotiated and agreed with us our fee is an amount based on 15% of the weekly or monthly sum that you pay to the Candidate for the period of the hire.

(iii) for an Engagement in any other circumstances, a fee as if the hire were permanent and the Client shall not be entitled to any pro rata reduction for periods of hire of less than 1 year.

(b) in any event any Additional Fee.

Fee Period - any time

(a) during the later of 9 months after

(i) an Introduction relating to the Candidate concerned, or

(ii) the last Assignment of the Candidate concerned, or

(b) after an Introduction where the Introduction was the effective cause of the Engagement

Rebate - the proportion of the Fee (but not the Additional Fee) we will rebate in accordance with the Rebate Scale if all of the Rebate Conditions apply and your employment of a Candidate ends within 10 weeks of commencement of the employment (“Timescale”).

Rebate Conditions -

(a) the arrangement is an Assignment under which the Candidate is employed by you under a contract of service on a basis intended to be permanent, and

(b) the Candidate has not previously been Engaged by you, and

(c) the employment ends within the Timescale by reason of the fact that the Candidate is wholly unsuitable for the position offered by you and accepted by the Candidate, and

(d) you have provided us with full and correct information as to the position sought to be filled in accordance with clause 3(a) in relation to the Candidate, and the position is as described, and

(e) you have first paid the relevant Fee no later than 7 days after the earlier of date of commencement of the employment or the date of our invoice, and

(f) you have notified us in writing of the fact, and date, of termination no later than 3 working days after the earlier of the date of notice of termination given by either party or the date the employment ends[, and

(g) you have in good faith allowed us to introduce a suitable replacement Candidate for the same position and we have not, within 28 days of your notification to us under (f), been able to make such Introduction which leads to an Engagement].