

1. Terms and Conditions

- a) These Terms and Conditions of Business (the "Terms") shall form the entire agreement made between Protocol Education Limited (the "Company") and the School (the "Client") to whom Protocol Education shall supply the Services.
- b) The Company acts as an employment agency in the recruitment of permanent staff to roles specified by the Client (the "Service").
- c) These Terms and Conditions shall be deemed to be accepted by the Client by virtue of the interview or engagement of an applicant (the "Applicant") (which includes the employment or use, whether under a contract of service or for services, or under an agency, licensee, franchise or partnership agreement) introduced by the Company.
- d) The term Applicant may also include a member of the Company's staff.
- e) These Terms shall supersede any previous Terms for the Recruitment of Permanent Staff.
- f) These Terms represent the entire agreement between the parties and shall prevail over any terms of business or purchase conditions proffered by the Client and shall not change, alter or supersede any other agreement for other services provided by the Company which may be the subject of a separate agreement between the Company and the Client.

2. General Obligations

- a) The Client agrees to provide to the Company all relevant details with regard to the position to be filled, including any risks to Health and Safety known to the Client and the steps taken to prevent or control such risks and the remuneration offered for the position.
- b) Upon receipt of instructions from the Client, the Company shall take all reasonable steps to introduce a suitable Applicant to the Client.
- c) The Company shall not be liable under any circumstances for any loss, expense, damage suffered or incurred by the Client arising from or in any way connected with the provision of the Service by the Company, save to the extent that the Company has been negligent.
- d) The Company endeavours to take all such steps as are reasonable to ensure that it would not be detrimental to either the Client or the Applicant to work in the position the Client seeks to fill.

3. Suitability and References

- a) The Company will inform the Client that the Company will use all reasonable endeavours to check the identity of the Applicant; and that the Applicant has the necessary skills, qualifications and experience specified by the Client; to obtain and offer to provide copies of relevant qualifications and appropriate references; to ascertain the Applicant's willingness to work in the role specified; to ensure that the Applicant has the appropriate level of Disclosure from the Criminal Records Bureau and/or a clearance obtained from an overseas police force and clearance from the DCFS List 99 in accordance with the DCFS guidelines, CRB code of practice and regulations in force from time to time and Part V of the Police Act 1997.
- b) The Company will provide the Client with the information specified in 3a) and will confirm such information in writing by the end of the 3rd business day following an Introduction of an Applicant, save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous 5 working days and such information has already been given to the Client.
- c) The Client shall satisfy himself as to the suitability of the Applicant, including the checking of any references provided either by the Applicant or the Company before engaging the Applicant.
- d) The Client shall be responsible for obtaining work or other permits, for the arrangement of any medical examination or screening of the Applicant's medical history and shall ensure that the Applicant has the necessary level of Disclosure in accordance with Part V of the Police Act 1997 from the Criminal Records Bureau (CRB).
- e) Introductions are confidential.

4. Fees and Payment Terms

- a) The Client shall notify the Company immediately an offer of employment or other offer of work is accepted by the Applicant, and confirm the date the Applicant will commence work (the "Start Date"). The Company shall then render an invoice for the Services (the "Fees") and any other expenses. The Client shall pay the invoice, which shall become due upon receipt.
- b) The Fees will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Company, even though the introduction may be made indirectly by another School, Local Education Authority or other party.
- c) In respect of the engagement of a candidate Fees shall be calculated as follows:

Subject Area	% of first 12 months' salary payable exclusive of VAT
• Secondary Sciences	20
• Secondary Design Technology	20
• Secondary Information Technology	20
• Secondary Mathematics	20
• SEN	20
• All other subjects / roles	15

- d) If the actual amount of the salary is not known, fees shall be calculated as follows: using an assumed salary of £25,350. VAT will be charged in addition to the relevant Fee.
- e) A Fee calculated as above, shall be payable by the Client to the Company (with no entitlement to a refund under 6 below) where:
 - i) The Client or any subsidiary or associated company of the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of introduction of the Applicant, or
 - ii) The introduction is passed to a third party, which results in an engagement of the Applicant.
- f) Time of payment shall be of the essence and if any payment is more than 30 days overdue, the Company shall be entitled to:
 - (i) Cancel the Client's entitlements detailed in 5 and 6 below, and/or
 - (ii) Charge interest on any overdue payments at the rate of 1% above the base rate from time to time of the Bank of Scotland plc, and/or
 - (iii) Charge on an indemnity basis for all collection costs incurred as a result of instructing a solicitor or collection agency to recover the outstanding payment.

5. Replacement Guarantee

- a) This replacement guarantee is conditional upon:
 - i) The invoice having been paid in accordance with 4c) above.
 - ii) The Client notifying the Company within 7 days of the Applicant leaving the Client's employ.
- b) If the Applicant leaves the Client's employment within 12 weeks of the Start Date, the Company will use reasonable endeavours to introduce another Applicant to the Client as soon as practicable. A similar replacement guarantee will apply in respect of the second Applicant.

6. Refunds

- a) If the Client does not want a replacement Applicant then a rebate will be given in accordance with the following scale, based upon the elapse of time between the Start Date and the date the Company was notified that the Applicant had left the Client's employ. Provided that the fees have been paid within 30 days of the commencement of the candidate's engagement, the following rebate scale will apply. If a candidate's engagement with the client is lawfully terminated for any reason within the period specified and provided the Client informs Protocol Education in writing of the fact within 7 days of such termination, the Client will receive a rebate against fees invoiced at the following rebate scale:

Period Rebate	
• 1 to 2 weeks	100%
• Over 2 weeks and up to 12 weeks	10% for each complete week (prior to the end of the 12th week) not worked
• Over 12 weeks	Nil

Fees not settled within the specified payment term may disqualify the Client for a rebate. In the event that the Candidate's engagement be terminated for any reason and subsequently re-engaged on any basis whatsoever within 6 months of termination of the engagement, a further fee will be charged in accordance with the terms outlined in 4c) above. If after an offer of engagement has been made to the Applicant, the Client decides, for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of 10% of the annual remuneration.

7. Value Added Tax

- a) VAT will be charged where appropriate at the rate prevailing at the time of supply.

8. Jurisdiction

- a) The contract between the parties is governed by the Laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.
- b) If at any time any provision in this contract is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be impaired.