

# **Terms of Business**

Conditions for the hire of temporary staff  
from Supreme Education

**Supreme**  
educationplc  
the automated staffing solution  
a Randstad company

## 1. DEFINITIONS

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

**"Agency Worker"** means the individual who is engaged by SUPREME EDUCATION and Introduced by SUPREME EDUCATION to provide services to the Client;

**"Agency Workers Regulations"** means the Agency Workers Regulations 2010;

**"Assignment"** means the period during which the Agency Worker is supplied by SUPREME EDUCATION to provide services to the Client;

**"AWR Claim"** means any claim or potential claim by the Agency Worker against the Client and/or SUPREME EDUCATION for any breach of the Agency Workers Regulations;

**"Calendar Week"** means any period of seven days starting with the first day of the relevant assignment;

**"Charges"** means the charge payable for each Agency Worker's services calculable in accordance with clause 5.1.

**"Client"** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is Introduced;

**"Comparable Employee"** means an employee 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 Agency Worker having regard, where relevant, to whether the employee and the Agency Worker have a similar level of qualification and skill; and
- (b) works or is based at the same establishment as the Agency Worker 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. ;

<b>“Conduct Regulations”</b>	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);
<b>“Engagement”</b>	means the engagement, employment or use of the Agency Worker by the Client or by any third party to whom the Agency Worker 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 Agency Worker is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
<b>“Extended Period of Hire”</b>	means the Client’s option to continue to hire the Agency Worker for a period of 26 weeks beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;
<b>“Introduction”</b>	means (i) the passing to the Client of a curriculum vitae or information which identifies the Agency Worker; or (ii) the Client’s interview of a Agency Worker (in person or by telephone or by any other means); or (iii) the supply of a Agency Worker; and “Introduces” and “Introduced” shall be construed accordingly;
<b>“Maternity Grounds”</b>	means the ending of the supply of an Agency Worker 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.
<b>“Qualifying Period”</b>	means 12 Calendar Weeks during which the Agency Worker works in the same role with the Client during one or more Assignments, and any Calendar Week during the whole or part of which the Agency Worker works during an assignment is counted as a Calendar Week and when calculating whether any weeks completed with the Client are count towards the Qualifying Period, where: <ul style="list-style-type: none"> <li>(a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;</li> <li>(b) the break is:</li> </ul>

- i. for any reason and not more than six Calendar Weeks;
- ii. wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by SUPREME EDUCATION, the Agency Worker has provided such written medical evidence as may reasonably be required;
- iii. related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
- iv. wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
  - 1. ordinary, compulsory or additional maternity leave;
  - 2. ordinary or additional adoption leave;
  - 3. ordinary or additional paternity leave;
  - 4. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
  - 5. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
- v. wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
- vi. wholly due to a temporary cessation in the Client's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Client;
- vii. wholly due to a strike, lock-out or other industrial action at the Client's establishment; or
- viii. wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and

(c) the Agency Worker returns to work in the same role with the Client, any weeks during which the Agency Worker worked for the Client before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Client after the break; and time spent by the Agency Worker working during an assignment before 1 October 2011 as further defined in Schedule 1 to these Terms;

**"SUPREME EDUCATION"**

Supreme Education PLC (5324439) of First Floor, Regent Court, Laporte Way, Luton, Bedfordshire, LU4 8SB;

**“Relevant Period”**

means the later of (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Client having been supplied by SUPREME EDUCATION; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Client having been supplied by SUPREME EDUCATION 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;

**“Relevant Terms and Conditions”**

means terms and conditions relating to:

- (a) pay;
- (b) the duration of working time;
- (c) night work;
- (d) rest periods;
- (e) rest breaks; and
- (f) annual leave

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;

**“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 Agency Worker for services provided to or on behalf of the Client or any third party;

**“Transfer Fee”**

means the fee payable in accordance with these Terms and Regulation 10 of the Conduct Regulations;

- 1.2. Unless the context otherwise requires, 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 are for convenience only and do not affect their interpretation.

**2. THE CONTRACT**

- 2.1. These terms (“**Terms**”) constitute the contract between SUPREME EDUCATION and the Client for the supply of the Agency Worker services by SUPREME EDUCATION to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Agency Worker, or the passing of any information by the Client about a Agency Worker 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 SUPREME EDUCATION, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Client or SUPREME EDUCATION.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of SUPREME EDUCATION 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. SUPREME EDUCATION shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Agency Workers for Assignments with the Client.
- 2.5. How a Client accepts these Terms of Business. A Client will accept these Terms of Business by interviewing, appointing or continuing to appoint an Agency Worker introduced by Supreme Education or by passing any information about an Agency Worker to any third party following an introduction. An Agency Worker is introduced to the Client when Supreme Education supplies, orally or in writing, any information about an Agency Worker. These terms shall apply to the exclusion of any conditions of purchase or similar terms of the Client.

### **3. CLIENT OBLIGATIONS**

- 3.1. To enable SUPREME EDUCATION to comply with its obligations under the Conduct Regulations the Client undertakes to provide to SUPREME EDUCATION details of the position which the Client seeks to fill, including the following:
  - 3.1.1. the type of work that the Agency Worker 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 Agency Worker 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 Agency Worker 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 SUPREME EDUCATION in complying with SUPREME EDUCATION's duties under the Working Time Regulations 1998 (as amended) by supplying any relevant information about the Assignment requested by SUPREME EDUCATION and the Client will not do anything to cause SUPREME EDUCATION to be in breach of its obligations under these Regulations. If the Client requires the services of a Agency Worker for more than 48 hours in any week during the course of an Assignment, the Client must notify SUPREME EDUCATION 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 Agency Worker to work in excess of 48 hours.
- 3.3 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.
- 3.4 To enable SUPREME EDUCATION 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 SUPREME EDUCATION's request
- 3.4.1 to inform SUPREME EDUCATION of any Calendar Weeks since 1 October 2011 in which the relevant Agency Worker 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;
- 3.4.2 if, since 1 October 2011, the Agency Worker 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 SUPREME EDUCATION 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 SUPREME EDUCATION;
- 3.4.3 to inform SUPREME EDUCATION if, since 1 October 2011, the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
- 3.4.3.1 completed two or more assignments with the Client;
- 3.4.3.2 completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or
- 3.4.3.3 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;
- 3.4.4 to provide SUPREME EDUCATION with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker 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;

- 3.4.5 inform SUPREME EDUCATION 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;
  - 3.4.6 if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide SUPREME EDUCATION with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee;
  - 3.4.7 inform SUPREME EDUCATION 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
  - 3.4.8 to provide SUPREME EDUCATION with written details of its pay and benefits structures and appraisal processes and any variations of the same.
- 3.5 For the purpose of awarding any bonus to which the Agency Worker may be entitled under the Agency Workers Regulations, the Client will:
- 3.5.1 integrate the Agency Worker into its relevant performance appraisal system;
  - 3.5.2 assess the Agency Worker's performance;
  - 3.5.3 provide SUPREME EDUCATION with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
  - 3.5.4 provide SUPREME EDUCATION with all other assistance SUPREME EDUCATION may request in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.
- 3.6 The Client will comply with all SUPREME EDUCATION requests for information and any other requirements to enable SUPREME EDUCATION to comply with the Agency Workers Regulations.
- 3.7 The Client warrants that:
- 3.7.1 all information and documentation supplied to SUPREME EDUCATION in accordance with clause 3 of these Terms is complete, accurate and up-to-date; and
  - 3.7.2 it will, during the term of the relevant Assignment, immediately inform SUPREME EDUCATION in writing of any subsequent change in any information or documentation provided in accordance with clause 3 of these Terms
- 3.8 The Client shall inform SUPREME EDUCATION in writing of any:
- 3.8.1 oral or written complaint the Agency Worker makes to the Client which is or may be a complaint connected with rights under the Agency Workers Regulations; and
  - 3.8.2 written request for information relating to the Relevant Terms and Conditions that the Client receives from the Agency Worker

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 SUPREME EDUCATION may request, and within any timeframe requested by SUPREME EDUCATION, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker 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 SUPREME EDUCATION with a copy of any such written statement.

#### **4. CONFIRMATION OF HOURS WORKED**

- 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 confirm the number of hours worked by the Agency Worker.
- 4.2. Supreme Education also acts as an application service provider and has developed a proprietary business solution and software platform known as Supreme Automated System (SAS) or "System" which automates the process of employee absence notification and supply teacher procurement using both telephone interactive voice response ("IVR") and internet technologies.
- 4.3. The Client's use of SAS is subject to clause 11 and the remaining terms of this Agreement

#### **5. CHARGES**

- 5.1. The Client agrees to pay SUPREME EDUCATION's Charges as notified to and agreed with the Client. The Charges are calculated according to the number of hours worked by the Agency Worker and comprise the following:
  - 5.1.1. the Agency Worker's rate of pay;
  - 5.1.2. an amount equal to any statutory leave to which the Agency Worker is entitled to during the course of an Assignment;
  - 5.1.3. employer's National Insurance contributions;
  - 5.1.4. any other amounts to which the Agency Worker is entitled under the Agency Workers Regulations, where applicable
  - 5.1.5. SUPREME EDUCATION's administration charge.
- 5.2. SUPREME EDUCATION reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.
- 5.3. 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.
- 5.4. SUPREME EDUCATION 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.
- 5.5. No refunds are payable in respect of the Charges.

- 5.6. 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.
- 5.7. The Client agrees that payments made directly to Agency Workers or advance payments to Agency Workers are not permitted and shall not form grounds for discharge or redemption of the Charges.
- 5.8. If the Client wishes to appeal against SUPREME EDUCATION's invoice, the Client must do so in writing 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.
- 5.9. Should SUPREME EDUCATION 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 5.9 shall become due, without need for further proof, when either legal representation is called upon or the claim is referred for debt collection.

## **6. PAYMENT OF THE AGENCY WORKER**

SUPREME EDUCATION assumes responsibility for paying the Agency Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Agency Worker 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. Subject to clause 7.2 , if the Client appoints an Agency Worker from Supreme Education Plc there will be a Transfer Fee of £2500 payable unless they have worked, through Supreme Education, for at least one term with the Client.
- 7.2. If the Client wishes to Engage the Agency Worker 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 SUPREME EDUCATION, engage the Agency Worker for an Extended Period of Hire.
- 7.3. Where prior to the commencement of the Engagement SUPREME EDUCATION and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, SUPREME EDUCATION may, in its absolute discretion, reduce the Transfer Fee pro rata. Such reduction is subject to the Client Engaging the Agency Worker for the agreed fixed term. Should the Client extend the Agency Worker's Engagement or re-Engage the Agency Worker within 12 months from the commencement of the initial Engagement SUPREME EDUCATION reserves the right to recover the balance of the Transfer Fee.
- 7.4. 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

7.5 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, where the Agency Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment SUPREME EDUCATION 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 Agency Worker; and

and such other reasonably practicable steps as are required to confirm that the Agency Worker is suitable for the Assignment. If SUPREME EDUCATION 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.

## **9. TERMINATION OF THE ASSIGNMENT**

9.1. The Client undertakes to supervise the Agency Worker sufficiently to ensure the Client's satisfaction with the Agency Worker's standards of work. If the Client reasonably considers that the services of the Agency Worker are unsatisfactory, the Client may terminate the Assignment. SUPREME EDUCATION may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Agency Worker, provided that the Client has notified SUPREME EDUCATION immediately that they have asked the Agency Worker to leave the Assignment or the Assignment terminates:

9.1.1. within 4 hours of the Agency Worker commencing the Assignment where the Assignment is for more than 7 hours; or

9.1.2. within 2 hours for Assignments of 7 hours or less;

and provided that notification of the unsuitability of the Agency Worker is confirmed in writing to SUPREME EDUCATION within 48 hours of the termination of the Assignment.

9.2. SUPREME EDUCATION shall notify the Client immediately if it receives or otherwise obtains information which gives SUPREME EDUCATION reasonable grounds to believe that an Agency Worker supplied to the Client is unsuitable for the Assignment. The Client shall remain liable for all such Charges incurred prior to the termination of the Assignment.

9.3. The Client shall notify SUPREME EDUCATION immediately and without delay and in any event within 2 hours if the Agency Worker fails to attend work or has notified the Client that they are unable to attend work for any reason.

9.4. The Client must notify Supreme Education of any cancellation of any booking by 4pm on the previous day. Failure to do so will incur Charges as per these Terms.

## **10. CONFIDENTIALITY AND DATA PROTECTION**

10.1 All information relating to an Agency Worker 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.

10.2 Information relating to SUPREME EDUCATION'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 SUPREME EDUCATION's proprietary data, correspondence, pricing information, computer programmes or systems information without SUPREME EDUCATION's prior written consent, except to the extent that such information is public knowledge other than by reason of your breach of these Terms.

## **11. INTELLECTUAL PROPERTY RIGHTS**

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

11.2 Supreme Education hereby grants to the Client, and the Client hereby accepts, a non-exclusive, non-transferable license during the term of this Agreement to grant access to a component of SAS known as "SAS Navigator" solely to its personnel who use it for their internal use only. Said license shall terminate upon the termination or non-renewal of this Agreement for any reason.

11.3 No other rights or licenses are granted to the Client or its personnel except as expressly provided.

11.4 The Client acknowledges that Supreme Education owns (as between the Client and Supreme Education) and will retain all ownership rights and interests associated with its Data. To the extent the Client has or later obtains any intellectual property or other property rights or interests in the Data (all data or information of the Client or its employees or Agency Workers submitted to Supreme Education for use in and processing by the System) by operation of law or otherwise, the Client hereby disclaims such rights or interests and agrees to promptly assign and transfer such entire interest exclusively to Supreme Education. In furtherance of the foregoing, the Client and its personnel shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Supreme may from time to time reasonably request. The Client also agrees that it and its personnel will keep all log-in details strictly confidential and will not pass any information about the System to other third parties without Supreme Education's express written consent.

## **12. LIABILITY**

12.1 Whilst reasonable efforts are made by SUPREME EDUCATION to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from the Agency Worker and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by SUPREME EDUCATION for any loss, expense, damage or delay incurred by the Client as result of:

12.1.1 any failure to provide any Agency Worker for all or part of the Assignment; or

12.1.2 from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker save to the extent that such loss, expense, damage or delay is caused as a direct result of SUPREME EDUCATION's failure to perform its obligations pursuant to clause 8.1.

12.2 Subject to clause 12.5 SUPREME EDUCATION'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 SUPREME EDUCATION in respect of the Agency Worker for which the claim relates in the 12 calendar months preceding the event which gave rise to SUPREME EDUCATION's liability and in no event shall exceed an aggregate total sum of £ 250,000.00 per calendar year.

12.3 No liability is accepted by SUPREME EDUCATION if the Agency Worker terminates the Assignment for any reason.

12.4 SUPREME EDUCATION 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.

12.5 For the avoidance of doubt, SUPREME EDUCATION 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.

12.6 Agency Workers supplied by SUPREME EDUCATION are engaged under contracts for services with SUPREME EDUCATION. Notwithstanding this the Agency Workers 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 Agency Worker, whether wilful, negligent or otherwise.

12.7 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 Agency Worker during all Assignments.

12.8 The Client undertakes not to request the supply of an Agency Worker 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.

12.9 The Client shall indemnify and keep indemnified SUPREME EDUCATION against any costs, claims, damages, expenses or liabilities incurred by SUPREME EDUCATION 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.

12.10 The Client shall inform SUPREME EDUCATION 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.

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

12.12 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the Assignment.

12.13 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.

### **13. ADDITIONAL TERMS RELATING TO LIMITED COMPANY CONTRACTORS**

13.1 For the avoidance of doubt, SUPREME EDUCATION may replace any Agency Worker 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.

13.2 SUPREME EDUCATION 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.

13.3 For the avoidance of doubt, and notwithstanding anything else contained within these Terms, Limited Company Contractor's are not under the supervision, direction or control of SUPREME EDUCATION or the Client, the Client does not have the right to supervise, direct and control the Limited Company Contractor and no member of the Limited Company Contractor is an agency worker as defined under the Agency Workers Regulations.

13.4 The Client shall indemnify and keep indemnified SUPREME EDUCATION against any Losses incurred by SUPREME EDUCATION arising out of any Assignment or arising out of any non-compliance with and/ or as a result of any breach of this Agreement by the Client.

### **14. NON SOLICITATION**

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

## **15. 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.

## **16. 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.

## **17. 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.

## **18. 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.