TERMS OF BUSINESS

Supply of Temporary Education Staff

Standard Terms of Business

For schools, academies, colleges and other education clients.

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Registered office	Level One, Basecamp Liverpool, 49 Jamaica Street, Liverpool L1 0AH

These Terms are issued by rTriibe Limited, a company incorporated in England and Wales under company number 12065235 and whose registered office is at Level One, Basecamp Liverpool, 49 Jamaica Street, Liverpool L1 0AH ("Employment Business").

SECTION 1

1. Definitions

1.1 In these Terms –

"Alternative Hire Period" means the period set out within Temp Schedule;

"Assignment" means the period during which Temp supplied by Employment Business renders the Services;

"AWR" means the Agency Workers Regulations 2010 (as amended);

"Business Day" means any day excluding Saturday, Sunday and public holidays in England;

"Candidate" means the person introduced by Employment Business to Client for an Engagement including, but not limited to, members of Employment Business's own staff;

"Client" means the person, firm, corporate body or other organisation (including any school, academy trust, college or local authority), together with any subsidiary or associated company (as defined by s. 1159 of the Companies Act 2006), to whom Employment Business supplies or introduces Candidate and/or Temp;

"Client Group" means Client, any corporate body of which Client is a subsidiary (as defined by s. 1159 of the Companies Act 2006), any other subsidiary of such corporate body and any subsidiary of Client and, where Client is a multi-academy trust or an academy within one, the trust and each of its academies;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) and references to a particular Regulation are references contained therein;

"Data Controller" means "controller" in accordance with Data Protection Legislation;

"Data Protection Legislation" means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 2018; (b) the UK General Data Protection Regulation (Retained Regulation (EU) 2016/679) ("UK GDPR"); (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679;

"End User" means the person or organisation under whose supervision and direction Temp temporarily works during Assignment (for example, an academy within Client's multi-academy trust);

"Engagement" means the engagement, employment or use of Candidate and/or Temp by Client, by Client Group, by End User or by any third party to whom or to which Candidate and/or Temp was introduced by Client (whether with or without Employment Business's knowledge or consent) on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or through any other engagement directly or through a limited company of which Candidate is an officer or employee or through a limited liability partnership of which Candidate and/or Temp is a member or employee; or indirectly through another employment business or company which holds itself out as such and "Engage", "Engages" and "Engaged" will be construed accordingly;

"Introduced" means (a) the passing to Client of a curriculum vitæ or information about Candidate; or (b) Client's interview of a Candidate in person or by telephone or by any other audio or visual means; whichever is earlier and "Introduces" and "Introduction" will be construed accordingly;

"Personal Data" means as set out in, and will be interpreted in accordance with Data Protection Legislation;

"Personal Data Breach" means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate and, where applicable, to any Temp;

"Platform" means Employment Business's website and mobile applications, through which Client may request Temps and approve timesheets;

"Process" means as set out in, and will be interpreted in accordance with Data Protection Legislation and "Processed" and "Processing" will be construed accordingly;

"Qualifying Period" means 12 continuous weeks as defined within regulation 7 of the AWR, subject to regulations 8 and 9 of the AWR;

"Quarantine Period" means the "relevant period" set out within regulation 10(5) and (6) of the Conduct Regulations, being whichever of the following ends later: (a) 14 weeks from the first day on which Temp worked for Client having been supplied by Employment Business; or (b) 8 weeks from the day after the last day on which Temp worked for Client having been supplied by Employment Business. For (a), no account is taken of any supply that occurred before a period of more than 42 days during which Temp did not work for Client having been supplied by Employment Business;

"Remuneration" means basic salary, shift or weighting allowances, guaranteed and/or anticipated bonus and commission earnings, car allowance and any other benefit or allowance;

"Services" means the work to be performed by Temp pursuant to these Terms and as described within Temp Schedule;

"Temp" means the individual named within Temp Schedule;

"Temp Schedule" means the schedule provided by Employment Business to Client confirming the details of each Assignment, in the form set out at the end of these Terms;

"Terms" means these terms of business and will include any Temp Schedules issued pursuant to these terms of business;

"Transfer Fee" means the fee set out within Temp Schedule; and

"Umbrella Company" means the company named within Temp Schedule that employs Temp under a contract of employment and pays Temp.

SECTION 2

2. These Terms

2.1 These Terms are effective from date of issue to Client and supersede all previous terms of business issued by Employment Business.

2.2 These Terms will be deemed to be accepted by Client and to apply by virtue of (a) the passing of information about a Candidate to Client by Employment Business or (b) an Introduction to Client of, or the Engagement by Client of, a Candidate or (c) Client's interview or request to interview a Candidate (including interview by video conferencing or by telephone) or (d) Client's request for

a Temp through the Platform or (e) the signature or approval by Client of a timesheet relating to services provided by Temp or (f) Client's signature at the end of these Terms or (g) any other written, expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not Candidate is Engaged by Client for the same type of work as that for which the Introduction was originally effected.

2.3 These Terms contain the entire agreement between the parties in relation to the subject matter hereof and, unless otherwise agreed in writing, these Terms prevail over any previous terms of business, agreement or any purchase conditions put forward by Client. This clause is without prejudice to any rights which have arisen prior to termination of such and nothing will operate to exclude or limit the liability of any party in respect of fraud.

2.4 For the purposes of these Terms, Employment Business acts as an employment business as defined within the Conduct Regulations; save where a permanent placement results, in which case Employment Business will be acting as an employment agency as defined within the Conduct Regulations.

2.5 Client authorises Employment Business to act on its behalf in seeking Candidates and, if Client so requests, will advertise for Candidates through such additional methods as are agreed with Client at Client's exclusive cost.

2.6 Where there is a conflict of provisions between the main body of these terms of business and Temp Schedule, the main body of these terms of business will take precedence save where expressly provided for within the clauses herein or agreed as a variation set out within Temp Schedule.

2.7 Where Client requests a Temp under a framework call-off contract to which Employment Business is a party (for example, under Crown Commercial Service framework RM6376), that call-off contract will prevail over these Terms to the extent of any conflict.

2.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and all subordinate legislation including all instruments, orders or regulations made under or deriving validity from a statute or provision.

2.9 Headings contained in these Terms are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.

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

SECTION 3

3. Client obligations

3.1 Client agrees to, and where applicable will ensure End User will, be responsible for providing the working environment for Temp and any necessary resources, tools and facilities for Temp.

3.2 These Terms are personal to Client and will not be assigned by it without the prior written consent of Employment Business. For the avoidance of doubt, this restriction includes any assignment to any subsidiary, associated company or member of Client's group.

3.3 Client undertakes to provide Employment Business with details of any specific health and safety risks in relation to the Services and Assignment, together with details of any steps taken to prevent or control such risks.

3.4 Client will ensure –

(a) Temp works in a safe environment in accordance with a safe system of work and that Client complies with all relevant health and safety legislation and adheres to industry best practice; and

(b) Temp does not undertake any work during Assignment which is hazardous without first conducting a risk assessment, informing Employment Business and Temp of the outcome of that risk assessment and steps taken (or to be taken) to reduce the risk.

3.5 Client will indemnify and keep indemnified Employment Business from and against all loss or liability suffered or incurred by Employment Business as a result of any claim by Temp arising out of any injury or damage to their person and/or property suffered in the course of performing the Services.

3.6 Client warrants and confirms that it has given Employment Business sufficient information to properly consider the suitability of Candidate and Client undertakes to confirm in writing (including through the Platform) to Employment Business –

(a) the date upon which Candidate/Temp is required to commence the provision of the Services;

(b) the expected duration of the Engagement;

(c) the nature of and/or specifics of the services required to be provided by Candidate/Temp;

(d) the location/s Candidate/Temp is expected to deliver the Services;

(e) details of any applicable End User;

(f) the number of hours/days and any specific time-keeping and time recording requirements that Client expects of Candidate/Temp;

(g) any experience, training, qualifications, professional body authorisations that Client, the law or any relevant professional body requires Candidate/Temp to possess to provide the Services;

(h) any expenses payable by or to Candidate/Temp;

(i) any site regulations, IT access/security/usage policies, health and safety procedures and any other procedures or policies Client (or End User) requires Candidate/Temp to adhere to and will provide copies of any such policies/procedure to Employment Business; and

(j) any health and safety risks and any steps taken to address those risks.

3.7 Client agrees to provide written notice to Employment Business within five (5) Business Days where it receives details of a Candidate from Employment Business which it has already

received from (a) another company; or (b) a person; or (c) the Candidate; or (d) any other source including (without limitation) from social media, job boards or advertisements placed by Client. Client further agrees that if no such notice is given by Client to Employment Business then in the event of an Engagement of the Candidate by Client, howsoever arising, Client agrees to pay Employment Business a fee in accordance with clause 8.

3.8 Client acknowledges and agrees that where Client is unable to evidence such or freely admits their possession of the Candidate's details was not in relation to the role for which Employment Business Introduced the Candidate, Client agrees to pay Employment Business's fee in accordance with clause 8.

3.9 Client undertakes to notify Employment Business immediately of its, or any member of Client Group's, or of End User's, intention to – (a) Engage a Candidate Introduced by Employment Business; or (b) extend Assignment or otherwise Engage directly or indirectly a Candidate and/or Temp Introduced and/or supplied by Employment Business.

3.10 Client will inform Employment Business in good time of any significant issues in relation to Temp or where Client is dissatisfied with Temp in any respect.

3.11 Client warrants that it will, and where applicable will ensure that the End User will, from the start of Assignment, provide Temp with – (a) information about relevant vacant posts with Client, or with End User where applicable; and (b) save where objectively justifiable, access to any and all collective facilities and amenities of Client, or of End User (where applicable), in the same manner as if Temp were a direct worker or employee of Client, or of End User where applicable.

3.12 Upon request from Employment Business, Client undertakes to provide (without delay) to Employment Business accurate information about the working and employment conditions that are applicable to Client (or applicable to End User where relevant) whether by contract or by collective agreement or otherwise and will include subsequent variations thereto, that relate to Client's (or to End User's) employees and direct workers including (without limitation) –

(a) the standard terms and conditions that apply to their employees and those that apply to their workers;

(b) details relating to the application and calculation of, pay scales, bonuses, commission, overtime, shift allowance, unsocial hours allowance, hazardous duties, holiday pay, other related emoluments;

(c) entitlements relating to annual leave, night work, rest periods, rest breaks;

(d) benefits of monetary value including, without limitation, vouchers and stamps; and

(e) any other information as may be required by Employment Business to comply with the AWR.

3.13 Where the AWR applies to Assignment, Client agrees that it will, upon request from Employment Business and without delay, provide accurate details relating to the working and employment conditions (as defined within regulation 5(2) and regulation 6 of the AWR) of Client's (or of End User's as is applicable) workers and/or employees who undertake the same or broadly similar work as that of Temp during Assignment.

3.14 Where the AWR applies to Assignment and where applicable pursuant to information obtained under clauses 3.12 and 3.13 above, Client will, and where applicable will ensure that End User will, apply the same or similar process as applied to assess Pay that is directly attributable to the amount or quality of the work done by Temp. For the purposes of this clause "Pay" means as defined in regulation 6(2) of the AWR.

3.15 Where the AWR applies to Assignment and Temp is pregnant, Client acknowledges and agrees that, following the Qualifying Period, Client will, and where applicable will procure that End User will, permit Temp time off to attend ante-natal medical appointments and ante-natal classes.

3.16 Where the AWR applies to Assignment, Client acknowledges and agrees that, following the Qualifying Period and whereupon Temp is unable to continue to provide some or all of the Services on maternity grounds due to reasons of health and safety, Client will, and where applicable will procure that End User will, undertake to make such reasonable adjustments as are necessary to allow Temp to continue providing services for the duration of Assignment. For the avoidance of doubt, such reasonable adjustments will include provision of alternative work on terms no less favourable than those applicable during Assignment. If Temp is unable to work due to health and safety on maternity grounds then Client will remain liable to pay the charges in accordance with clause 5.1 for the period of absence, net of Employment Business's service fee.

3.17 Client undertakes and agrees to immediately notify Employment Business where a Temp has worked for Client/End User in the same or similar role as Assignment where, prior to the planned commencement of Assignment, such role is within the Qualifying Period.

3.18 Client warrants and undertakes that it will not, and where applicable will procure that End User will not, seek to deny Temp's entitlement to rights under the AWR by virtue of the structure of assignments and will at all times comply with regulation 9 of the AWR.

3.19 Client warrants that –

(a) it complies with the statutory obligation to prevent sexual harassment as required under The Worker Protection (Amendment of Equality Act 2010) Act 2023 (WPA 2023);

(b) it will take all reasonable steps to prevent sexual harassment from occurring in the workplace;

(c) it has appropriate policies, procedures and training of its employees in place to comply with the WPA 2023;

(d) it will share with Employment Business its relevant policies, procedures and training on sexual harassment;

(e) it will inform Employment Business in writing, without delay, of any incidents around harassment, including sexual harassment, with respect to any entity in its supply chain whom the Candidate and/or Employment Business's employees may interact with in respect of the services under these Terms; and

(f) on being notified by Employment Business of the allegation of sexual harassment, it will cooperate fully with Employment Business and procure that the relevant individual co-

operates fully with Employment Business, to enable Employment Business to carry out a reasonable and proper investigation into the sexual harassment allegation.

3.20 Client warrants and undertakes that all information it provides to Employment Business under these Terms is true and accurate.

3.21 Client shall, and shall procure that each End User shall –

(a) permit only the Temp named in the relevant Temp Schedule, or a replacement notified by Employment Business under clause 4.6, to perform the Services;

(b) verify, on the first day of the Assignment and before permitting the individual to commence the Services, that the individual presenting for work is the Temp named in the relevant Temp Schedule, including by inspecting a valid government-issued photographic identification document and confirming that the photograph corresponds with the individual attending;

(c) notify Employment Business immediately if it knows or reasonably suspects that an individual performing the Services is not the named Temp, may not have the right to work in the United Kingdom, or has provided false, misleading, inaccurate or outdated information in connection with their identity or right to work; and

(d) provide reasonable assistance in connection with any enquiry, investigation or information request by the Home Office or other competent authority relating to illegal working or right to work.

3.22 Where Temp will work with children, Client will, and where applicable will ensure that End User will –

(a) provide Temp with its safeguarding and child protection information, the name of its designated safeguarding lead and any other induction required by Keeping Children Safe in Education;

(b) inform Employment Business immediately of any safeguarding concern or allegation about Temp, and of any action taken, including any referral to the local authority designated officer; and

(c) co-operate fully with Employment Business in any investigation, and in any referral Employment Business makes to the Disclosure and Barring Service or the Teaching Regulation Agency.

3.23 Client will not request Employment Business to supply a Temp to perform the duties normally performed by a worker who is taking part in a strike or other industrial action, or the duties normally performed by any other worker who has been assigned by Client to perform those duties.

SECTION 4

4. Employment Business's obligations

4.1 Employment Business shall use reasonable endeavours to introduce Candidates to Client who meet Client's stated requirements.

4.2 Where Employment Business and Client have agreed that Employment Business will supply Client with the services of a particular Candidate, Employment Business will give Client a Temp Schedule confirming the name of Temp, the agreed pay rates/fees, duration of Assignment, description of the Services, notice periods and any other relevant details communicated and agreed between the parties. The Temp Schedule will also confirm how Temp is employed and by whom (clause 4.7) and the checks Employment Business has carried out (clauses 4.8 and 4.9).

4.3 Employment Business will use reasonable endeavours to ensure that Temp co-operates with Client and complies with all Client's reasonable and lawful instructions.

4.4 Employment Business will use reasonable endeavours to ensure that Temp enters into an agreement which contains an obligation on Temp to assign to Employment Business (for onward assignment to Client) or directly to Client (as directed by Client to Employment Business), intellectual property rights of whatever nature and, if capable of registration, whether registered or not, in all documents or other material and data or other information and devices or processes provided or created by Temp in the provision of the Services.

4.5 Employment Business will use reasonable endeavours to ensure that Temp enters into an agreement which contains an obligation on Temp to keep confidential all confidential information of Client obtained during Assignment. For the purposes of this clause 4.5, confidential information is confidential if it is clearly marked confidential or if Client states it is confidential clearly in writing to Temp.

4.6 Employment Business may substitute Temp with another suitably qualified and similarly skilled Temp with reasonable notice at its absolute discretion, provided that Employment Business has complied with clauses 4.8 and 4.9 in respect of the replacement Temp and has given Client the information in clause 4.2 before the replacement Temp starts.

4.7 Temps are not employees of Employment Business. Each Temp is employed by an Umbrella Company under a contract of employment. Employment Business pays the Umbrella Company for work done by Temp during the Assignment, and the Umbrella Company is responsible for payment to Temp and for any PAYE, National Insurance and any other statutory deductions required to comply with legislation. When it proposes a Temp to Client, Employment Business will inform Client how that Temp is employed and by whom.

4.8 Before supplying a Temp, Employment Business will obtain confirmation of the identity of Temp, that Temp has the experience, training, qualifications and any authorisation which Client considers are necessary, or which are required by law or by any professional body, to work in the position, and that Temp is willing to work in the position (regulation 19). Employment Business will also take all such steps as are reasonably practicable to ensure that Client and Temp are each aware of any requirements imposed by law, or by any professional body, which must be satisfied to enable Temp to work in the position, and make all such enquiries as are reasonably practicable to ensure that it would not be detrimental to the interests of Temp or Client for Temp to work in the position (regulation 20(1)).

4.9 Where Temp will work with, care for or attend children or other vulnerable persons, Employment Business will, before supplying Temp (regulation 22) –

(a) obtain copies of any relevant qualifications or authorisations of Temp, including an enhanced Disclosure and Barring Service certificate with a check of the children's barred list, and offer to provide copies of those documents to Client;

(b) obtain two references from persons who are not relatives of Temp and who have agreed that the reference provided may be disclosed to Client, and offer to provide copies of those references to Client;

(c) take all other reasonably practicable steps to confirm that Temp is suitable for the position concerned; and

(d) provide Client with written confirmation of the checks carried out.

4.10 Where Employment Business has taken all reasonably practicable steps to comply with clause 4.9 but has been unable to do so fully, it will comply to the extent it is able to do so, inform Client that it has taken all reasonably practicable steps and has been unable to comply fully, and inform Client of the details of the steps it has taken (regulation 22(3)), in each case before Temp starts. Client may then decline Temp without charge.

4.11 If Employment Business receives information which indicates that Temp may be unsuitable for the Assignment, it will, without delay, inform Client of that information and make such further enquiries as are reasonably practicable, informing Client of the enquiries made and any further information it obtains. If Employment Business has reasonable grounds to believe that Temp is unsuitable, it will, without delay, inform Client of that information and end the supply of Temp to Client. In this clause, "without delay" means on the same day or, where that is not reasonably practicable, on the next Business Day (regulation 20).

4.12 Where any information which Employment Business is required to give Client under the Conduct Regulations is not given in paper form or by electronic means, Employment Business will confirm it in paper form or by electronic means as soon as possible and in any event no later than the end of the third Business Day following the day on which it was given (regulation 21(2)).

4.13 Nothing in these Terms limits or reduces Employment Business's obligations under the Conduct Regulations.

SECTION 5

5. Charges and fees

5.1 Client agrees to pay Employment Business's charges for the Introduction of and for the services of Temp/Candidate as set out within Employment Business's rate card agreed with Client, unless otherwise agreed and set out within Temp Schedule.

5.2 Client agrees to pay the charges set out in clause 5.1 above for the hours, half days or days worked, as set out in the rate card. The charges include all sums payable by Employment Business to the Umbrella Company in respect of Temp, including amounts for employer's National Insurance contributions and holiday pay.

5.3 Signature or approval by Client (or by End User where applicable) of timesheets or other verification of hours worked is confirmation of the amount of time worked by Temp and of

satisfaction with the Services provided. Failure to sign/authorise the timesheet does not absolve Client of its obligation to pay the charges for the Services provided by Temp during Assignment.

5.4 If Client is unable to sign or approve a timesheet (or other agreed method of verification of hours/days) produced for authentication because Client disputes the amount of time claimed, then Client will notify Employment Business within two (2) Business Days from the presentation to Client of the claimed hours/days for verification and will co-operate fully and in a timely fashion with Employment Business, including providing documentary evidence of the hours/days worked by Temp, to enable Employment Business to establish what periods of time, if any, Temp worked.

5.5 With reference to clause 3.15, where such time off to attend ante-natal medical appointments and ante-natal classes falls within the normal working periods of Temp during Assignment, Client agrees to pay Employment Business's charges, in accordance with clause 5.1, for such periods whether by inclusion of such time on a timesheet or otherwise.

5.6 There are no refunds or rebates payable by Employment Business to Client (or to Client Group or, for the avoidance of doubt, End User) in respect of Employment Business's charges.

5.7 Client agrees to pay Employment Business all reasonable business expenses incurred by Temp in the provision of the Services, where agreed by Client in writing in advance or set out within Temp Schedule.

5.8 VAT will be payable in addition to charges/fees.

5.9 Client acknowledges and agrees that Employment Business may, upon notice, increase the charge rate set out under clause 5.1 (or as set out in the relevant Temp Schedule if applicable) in order to comply with the AWR.

5.10 Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to Employment Business under these Terms.

5.11 Employment Business will not be liable for fraudulent timesheets.

5.12 Client acknowledges Employment Business may increase its charges where the cost of the supply of Temp increases due to a change in legislation.

5.13 Client will approve each timesheet through the Platform, or notify Employment Business under clause 5.4 of any query about it, by 12 noon on the Tuesday following the week in which the work was done. Where Client does neither by that time, the timesheet will be treated as approved and Employment Business will invoice it.

5.14 Employment Business will not withhold payment in respect of work done by Temp on the ground that Client has not signed or approved a timesheet or has not paid Employment Business. Where necessary, Employment Business will satisfy itself by other means that Temp worked the period in question (regulation 12).

5.15 Where Client requests a Temp for fewer than four (4) hours for a non-teaching role, or fewer than six (6) hours for a teaching role, Client will be charged for four (4) or six (6) hours respectively.

5.16 Where Client cancels or changes a request for a Temp less than twenty-four (24) hours before the Assignment is due to start, Client will be charged four (4) hours for a non-teaching role, or six (6) hours for a teaching role, at the agreed rate.

SECTION 6

6. Invoices

6.1 Employment Business will raise invoices weekly in respect of the charges payable and Client agrees to pay such invoices within fourteen (14) days of the date of the invoice, unless otherwise agreed and set out within Temp Schedule.

6.2 All invoices will be deemed to be accepted in full by Client unless Client notifies Employment Business in writing within five (5) days of the amount Client disputes and the reason Client disputes that amount. In the event Client does so notify Employment Business that it wishes to dispute part of an invoice, Client agrees to pay the undisputed part of the invoice within the agreed payment terms and will co-operate fully with Employment Business in order to resolve the dispute as quickly as possible.

6.3 Employment Business reserves the right to charge interest on invoiced amounts overdue at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (and as may be calculated using the calculator on the website: www.payontime.co.uk) from the due date until the date payment is received in cleared funds and to charge compensation and further recovery costs in accordance with the Late Payment of Commercial Debts Regulations 2013.

SECTION 7

7. Termination of Assignments

7.1 Client may instruct Employment Business, in writing, to end the Services of Temp immediately in the event of substantial non-performance or serious misconduct of Temp, provided that Client provides detailed, written confirmation of the non-performance and/or misconduct.

7.2 Employment Business may end any Assignment immediately by giving Client notice in writing if Client is in material breach of these Terms.

7.3 Where an Assignment is booked for more than four (4) weeks, either party may terminate it prior to the end of Assignment by giving not less than one (1) week's notice in writing. Any other Assignment may be ended without notice. In either case, a different period of notice may be agreed and set out in the relevant Temp Schedule.

7.4 When notice of termination of Assignment is served by Client, payment for each week of notice will be based on the specified hours agreed in Temp Schedule or actual hours worked by Temp, whichever the greater. Client agrees to make payment in accordance with clauses 5 and 6 above irrespective of whether or not Temp continues to provide the Services during this notice period.

7.5 In any event of termination of Assignment pursuant to clause 7.1 above, Employment Business will use reasonable endeavours to provide an alternative Temp within fourteen (14) days that in the reasonable opinion of Employment Business is suitable to provide the Services.

7.6 These Terms may be terminated by either party by giving to the other immediate notice in the event that either Employment Business or Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where Employment Business has reasonable grounds to believe Client will not pay Employment Business's invoice within the payment terms agreed within clause 6.1.

7.7 Notwithstanding clause 4.6, Employment Business may, at its absolute discretion and at any time, terminate Assignment upon immediate notice where in the opinion of Employment Business Temp is no longer suitable to provide the Services, and will end the supply of Temp where clause 4.11 requires it.

7.8 Following termination (howsoever arising) of these Terms, the provisions contained within clauses 1, 2, 3.5, 3.7, 3.8, 3.12, 3.13, 3.22(b) and (c), 5, 6, 8, 9, 10, 11, 12, 13, 14 and 15 will continue in full force and effect.

SECTION 8

8. Engagement of Temps by Client or third parties

8.1 Subject to clause 9.1, Client agrees that when Client or Client Group or End User Engages a Temp, other than through Employment Business, either during Assignment or within the Quarantine Period, Client agrees to notify Employment Business of that Engagement and agrees to pay Employment Business the Transfer Fee irrespective of the planned duration of the Engagement. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT, where applicable, is payable in addition to any fee due.

8.2 Subject to clause 9.2, where there has been an Introduction of a Candidate to Client which does not immediately result in the supply of the services of that Candidate by Employment Business to Client, but which later leads to an Engagement of Candidate by Client or by Client Group or by End User (howsoever arising) within twelve (12) months from the date of Introduction, Client agrees to notify Employment Business of that Engagement and agrees to pay the Transfer Fee in accordance with clause 8.1 above. VAT, where applicable, is payable in addition to any fee due.

8.3 All Introductions are confidential. If Client passes details of a Candidate and/or Temp to any third party (including, for the avoidance of doubt, Client Group or End User) resulting in the Engagement of that Candidate and/or Temp, then Client agrees to pay the Transfer Fee, provided that, where the Temp has been supplied by Employment Business to Client, the Engagement begins during Assignment or within the Quarantine Period. VAT, where applicable, is payable in addition to any fee due.

8.4 Client acknowledges and agrees that where it fails to notify Employment Business of the actual Remuneration/fees it (or where applicable, Client Group or End User) intends to (directly or

indirectly) pay Candidate/Temp, Employment Business will be entitled to calculate the Transfer Fee based on comparable market rates for similar roles.

8.5 For the avoidance of doubt, no refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

8.6 For the avoidance of doubt, no Transfer Fee is payable under clause 8.1 or 8.3 where the Engagement of a Temp supplied by Employment Business begins after the end of the Quarantine Period (regulation 10(4)).

SECTION 9

9. Alternative Hire Period

9.1 As an alternative to the Transfer Fee agreed in clause 8.1, Client may provide Employment Business with written notice in accordance with clause 7.3 above and to require Employment Business to supply the services of Temp for a further period set out as the Alternative Hire Period, during which period Client will pay the charges agreed pursuant to clause 5.1.

9.2 As an alternative to the Transfer Fee agreed in clause 8.2, Client may provide Employment Business with five (5) days' written notice to require Employment Business to supply the services of Temp for the Alternative Hire Period, during which period Client agrees to pay the charges set out within Employment Business's rate card agreed with Client or within Temp Schedule.

9.3 Upon completion of the entire duration of Alternative Hire Period and the payment in full of invoices relating thereto, Client may engage with Temp directly or indirectly without any additional payment to Employment Business.

9.4 Where Client does not give such notice as required within clauses 9.1 and 9.2 before Candidate/Temp is Engaged, Client acknowledges and agrees that Transfer Fee will become due in full to Employment Business.

9.5 Pursuant to clauses 9.1 and 9.2 above, a further Temp Schedule will be issued by Employment Business and these Terms will continue in full force and effect during the Alternative Hire Period.

9.6 In the event Temp or Candidate ceases to provide services during the Alternative Hire Period, and Employment Business is in no way at fault for this (regulation 10(3)), Client acknowledges and agrees that the Transfer Fee will become due, minus the portion directly relating to the gross profit of Employment Business paid by Client to Employment Business during the period of the Alternative Hire Period that Candidate or Temp completed.

9.7 For the avoidance of doubt, there will be no refund of any fees or charges paid by Client to Employment Business in relation to the Alternative Hire Period and/or Transfer Fee.

SECTION 10

10. Data protection

10.1 For the purposes of this clause 10 "Data Subject" means as set out in and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate and Temp.

10.2 The parties hereto acknowledge that Employment Business is a Data Controller in respect of the Personal Data of Candidate/Temp and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms, including safeguarding checks and Client's single central record.

10.3 The parties hereto acknowledge that Client is a Data Controller, but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.

10.4 The parties hereto agree that Temp is not Client's Data Processor (as defined within Data Protection Legislation) save where agreed otherwise within a Temp Schedule and subject to additional terms and conditions.

10.5 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, Employment Business or by Candidate or Temp, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.

10.6 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.

10.7 Client will – (a) comply with the instruction of Employment Business with regards to the transfer/sharing of data between the parties hereto. If Client requires Personal Data not already in its control to be provided by Employment Business, Client will set out their legal basis for the request of such data and accept that Employment Business may refuse to share/transfer such Personal Data where, in the reasonable opinion of Employment Business, it does not comply with its obligations in accordance with Data Protection Legislation; and (b) not cause Employment Business to breach any of their obligations under the Data Protection Legislation.

10.8 In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify Employment Business and will provide Employment Business with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information Employment Business reasonably requests relating to the Personal Data Breach.

10.9 In the event of a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Employment Business may request to – (a) investigate and defend any claim or regulatory investigation; (b) mitigate, remedy and/or rectify such breach; and (c) prevent future breaches; and will provide Employment Business with details in writing of all such steps taken.

10.10 Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Employment Business.

10.11 Client agrees it will only Process Personal Data of Candidate or of Temp for the agreed purpose of provision of Services pursuant to these Terms, including safeguarding, and in accordance with Data Protection Legislation.

10.12 Client will provide evidence of compliance with clause 10 upon request from Employment Business.

SECTION 11

11. Liability

11.1 Subject to clause 4.13, Employment Business will use reasonable endeavours to ensure Temp has the required standard of skill, integrity and reliability; nevertheless, Employment Business is not liable for any loss, expense, damage or delay arising from and in connection with any failure on the part of Temp to perform the Services nor for any negligence whether wilful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill of Temp howsoever arising.

11.2 Temp is not the employee of Employment Business. Clause 4.7 sets out how Temp is employed.

11.3 Client will comply, and will procure that End User will comply, in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate public liability insurance in respect of Temp. Client agrees to allow and reasonably assist Employment Business in complying with its legal obligations regarding the introduction of Candidate/s and supply of Services by Temp.

11.4 Where it is foreseeable that Temp will work hours in contravention to the provisions of the Working Time Regulations, Client will provide written notice to Employment Business in good time prior to the commencement of Assignment. Employment Business will ask if Temp is willing to sign the relevant opt-out under the Working Time Regulations.

11.5 Employment Business is providing resourcing services comprising of sourcing, introduction and supply of Temps in relation to Services performed by Temp, and payroll is operated by the Umbrella Company. Accordingly, Employment Business does not accept any liability, howsoever arising, for the quality of services provided by Temp, save for death or personal injury caused by Employment Business's direct negligence.

11.6 Save where required by law, the parties hereto are not liable for – (a) any loss of profits, loss of business, loss of revenue, depletion of goodwill, pure economic loss, loss of anticipated savings, damages, charges, expenses and/or similar losses; or (b) any special, indirect or consequential losses.

11.7 Save as required by law, the sole aggregate liability of Employment Business to Client arising in connection with these Terms will be limited to ten thousand pounds sterling (£10,000).

SECTION 12

12. Indemnity

12.1 Client agrees to indemnify and keep indemnified Employment Business against any costs, claims or liabilities incurred directly or indirectly by Employment Business arising out of or in connection with these Terms including (without limitation) as a result of –

(a) any breach of these Terms by Client (including its employees, subcontractors and agents);

(b) any breach by Client, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity);

(c) any sexual harassment or alleged sexual harassment of the Candidate and/or employees/agents of Employment Business by Client or a third party, or any of its employees or agents; and

(d) any unauthorised disclosure of a Candidate's details by Client or by a third party, or any of its employees or agents.

SECTION 13

13. General

13.1 Employment Business is not liable for any delay or failure in performance of its obligations to Client where this arises from matters outside its reasonable control.

13.2 Any failure by Employment Business to enforce at any particular time any one or more of these Terms will not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.

13.3 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms will remain in full force and effect to the extent permitted by law.

13.4 No provision of these Terms will be enforceable by any person who is not a party to it pursuant to the Contracts (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.

13.5 Without prejudice to clause 2.2, whereupon these Terms and/or Temp Schedule/s are executed by the signature of duly authorised representatives of the parties this forms a binding agreement and will supersede all previous agreements or representations whether written or oral including without limitation Client's terms and conditions, purchase order or other Client documents with respect to the provision of services set out herein provided by Employment Business. These Terms may not be modified or amended except in writing and signed by a duly authorised representative of Employment Business.

SECTION 14

14. Notices

14.1 Any notice required to be given under these Terms will be delivered by hand, sent by e-mail or prepaid first class post to the recipient at its address specified in these Terms or in Temp Schedule (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).

14.2 Notices in connection with these Terms will be deemed to have been given and served – (a) if delivered by hand, at the time of delivery if delivered before 5:00 p.m. on a Business Day or in any other case at 10:00 a.m. on the next Business Day after the day of delivery; (b) if sent by e-mail, at the time of despatch if despatched on a Business Day before 5:00 p.m. or in any other case at 10:00 a.m. on the next Business Day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant Business Day, the authorised recipient informs the sender that the e-mail message was received in an incomplete or illegible form; or (c) if sent by prepaid first class post, 48 hours from the time of posting.

SECTION 15

15. Governing law and jurisdiction

15.1 These Terms will be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE

Temp Schedule

This Temp Schedule is subject to the main body of the Standard Terms of Business, Supply of Temporary Education Staff to Clients. In the event of conflict between the main body of the terms of business and this Temp Schedule, the main body of the terms of business will apply save where expressly provided for within the main body of the terms of business or where a variation is agreed by both parties below.

CLIENT INFORMATION

Client name	
Client registered address	
Client registration number (if any)	
Nature of Client's organisation	For example: primary school; secondary academy; multi-academy trust; college; nursery
End User (if any)	
Location/s where Services are to be performed	
Client hiring/line manager and contact details	
Invoicing address	

TEMP SERVICES INFORMATION

Name of Temp	
How Temp is employed (clause 4.7)	Employed by Get-Payd Ltd (Umbrella Company) under a contract of employment. Not employed by Employment Business.
Description of the Services	
Status of AWR Qualifying Period at start of Assignment	0 calendar weeks unless stated
Start of Assignment	
End of Assignment	
Mandatory qualifications, experience, training, professional body authorisations	

Checks carried out (clauses 4.8 to 4.10)	Identity; right to work; enhanced DBS certificate and children's barred list check; qualifications; two references; any check not completed and the steps taken
Specific hours/days/time keeping requirements	
Notice period for Client to terminate Assignment (clause 7.3)	1 week where the Assignment is booked for more than 4 weeks; otherwise none
Notice period for Employment Business to terminate Assignment (clause 7.3)	1 week where the Assignment is booked for more than 4 weeks; otherwise none

CHARGES INFORMATION

Employment Business charge (clause 5.1)	As set out in the rate card agreed with Client: per hour, half day or day
Non-standard hours	Hours worked beyond the booking with Client's agreement are charged at the same rate
Expenses (clause 5.7)	Only where agreed by Client in writing in advance
Minimum charge (clause 5.15)	4 hours for non-teaching roles; 6 hours for teaching roles
Late cancellation charge (clause 5.16)	4 hours for non-teaching roles; 6 hours for teaching roles, where cancelled less than 24 hours before the start
Transfer Fee (clause 8)	20% of Temp's Remuneration for the first year of the Engagement
Alternative Hire Period (clause 9)	20 weeks
Invoicing frequency (clause 6.1)	Weekly
Payment terms (clause 6.1)	14 days from the date stated on the invoice
Health and safety requirements	Client to state "None" or give details

GENERAL INFORMATION

Terms and conditions applicable	rTriibe Limited Standard Terms of Business, Supply of Temporary Education Staff to Clients, Version 1.0 (effective 6 November 2026)
Agreed variations to terms and conditions	No variations agreed
Notices to Client	Email address:
Notices to Employment Business	hello@rtriibe.com; Level One, Basecamp Liverpool, 49 Jamaica Street, Liverpool L1 0AH

SIGNATURES

Confirmation of Agreement

For and on behalf of Client:

Signature	
Print name	
Position	
Organisation	
Date	

Signed for and on behalf of rTriibe Ltd:

Signature	
Date	