

TERMS OF ENGAGEMENT FOR TEMPORARY SUPPLY WORKERS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Engagement, the following definitions apply unless the context requires otherwise:

Actual Rate of Pay

means, unless and until You have completed the AWR Qualifying Period, the rate of pay which will be paid for all time worked during an Assignment for each hour worked, as set out in the relevant Booking Confirmation Email;

Agreed Deductions

means any deductions You have agreed can be made from Your pay;

Assignment

means assignment services to be performed by You for the Client for a period of time during which You are supplied by TeacherActive to work temporarily for and under the supervision and direction of the Client;

AWR

means the Agency Workers Regulations 2010 as amended;

AWR Qualifying Period

means the 12-week qualifying period as defined in regulation 7 of the AWR, subject to regulations 8 and 9 of the AWR and typically (subject to evidence to the contrary) this will be 12 continuous Calendar Weeks during the whole or part of which You are supplied by one or more AWR Temporary Work Agencies to the Client to work for the Client under the supervision and direction of the Client **provided that** if, prior to a relevant Assignment under these Terms of Business You have worked with the Client in the same role as the role as that in which You work in the relevant Assignment then in such circumstances the AWR Qualifying Period may have commenced prior to the start of the Assignment and will be calculated accordingly;

AWR Temporary Work Agencies

has the meaning as defined in regulation 4 of the AWR; and for the purpose of this definition, a **Client** means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person;

Booking Confirmation Email

means written confirmation of the assignment details to be given to You upon acceptance of the Assignment;

Calendar Week

means for each Assignment the period of seven days starting on the day that You commence providing services to the Client and consecutive periods of seven days in duration thereafter;

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 You are introduced and for whom the Assignment is performed;

Conduct Regulations

means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

Confidential Information

means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or TeacherActive or their business or affairs (including but not limited to these Terms of Engagement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to You or any third party in relation to the Assignment by the Client or TeacherActive or by a third party on behalf of the Client whether before or after the date of





Terms of Engagement together with any reproductions of such information in any form or medium or any part(s) of such information;

Data Protection Laws

means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

Deductions

means any deductions which TeacherActive may be required by law to make and, in particular, in respect of PAYE pursuant to Sections 44 – 47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;

Engagement

means the engagement (including Your acceptance of the Client's offer), employment or use of You by the Client or any third party to whom You have been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which You are an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and "**Engage**", "**Engages**" and "**Engaged**" shall be construed accordingly;

Leave Year

means the period during which You accrue and may take statutory leave commencing on the date that You starts an Assignment or a series of Assignments and runs until the anniversary of that date;

Minimum Hourly Rate

means as specified in the Booking Confirmation Email the gross rate of pay that TeacherActive reasonably expects to achieve, for all hours worked by You, which will not be lower than the then prevailing statutory requirements of the National Minimum Wage;

Period of Extended Hire

means any additional period that the Client wishes You to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;

Relevant Period

means the later of (a) the period of 8 weeks commencing on the day after the last day on which You worked for the Client having been supplied by TeacherActive; or (b) the period of 14 weeks commencing on the first day on which You worked for the Client having been supplied by TeacherActive, or (c) the period of 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;

TeacherActive

means TeacherActive Limited, a company registered in England and Wales with company number 05302511 whose registered office address is at 158 Edmund Street, Birmingham, West Midlands B3 2HB;

Terms of Engagement

means the terms of engagement set out in this document together with any applicable Booking Confirmation Email;

Transfer Fee

means the fee payable by the Client to TeacherActive in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;

Type of Work

means working as a teacher, lecturer, cover supervisor, classroom assistant, teaching assistant, learning support assistant, instructor, invigilator, administrator, lunchtime supervisor, caretaker, cleaner, tutor, assessor, verifier, care assistant, nursery nurse, head of department, head of year, head of curriculum or principal, as commensurate with your qualifications, skills and experience, with Clients as set out in the Booking Confirmation Email;



WTR

means the Working Time Regulations 1998.

You

means the individual seeking temporary agency work in accordance with these Terms of Engagement and whose name is detailed in the signature block of this agreement; and “**Your**” shall be construed accordingly.

1.2 In these Terms of Engagement:

- 1.2.1 Clause and paragraph headings shall not affect the interpretation of these Terms of Engagement.
- 1.2.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.2.5 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provisions.
- 1.2.6 A reference to **writing** or **written** includes email.
- 1.2.7 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and non-exhaustive and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. OUR CONTRACT

- 2.1 These Terms of Engagement constitute the entire contract between TeacherActive and You for the supply of services to Clients and they will govern all Assignments undertaken by You.
- 2.2 During an Assignment, TeacherActive will Engage You on a contract for services on these Terms of Engagement. This Agreement shall also apply to all activities we undertake for the purpose of seeking Assignments for You to undertake. For the avoidance of doubt, You are not Engaged in between Assignments. TeacherActive does not commit to finding any Assignments suitable for You notwithstanding TeacherActive seeking such Assignments.
- 2.3 For the avoidance of doubt, You are not an employee of TeacherActive, although TeacherActive is required to make the Deductions from Your pay. These Terms of Engagement shall not give rise to a contract of employment between TeacherActive and You, or You and a Client. You are supplied as a worker, and are entitled to certain statutory rights as such, but nothing in these Terms of Engagement shall be construed as giving You rights in addition to those provided by statute except where expressly stated.
- 2.4 These Terms of Engagement apply to the contract between TeacherActive and You to the exclusion of all other terms and conditions submitted from time to time by You. If You attempt to vary, augment, replace and/or incorporate any terms into the contract which are in addition to and/or inconsistent with these Terms of Engagement, then You shall be deemed to have made a counter-offer and (unless TeacherActive accepts such counter-offer in writing signed by a director of TeacherActive making specific reference to this clause) TeacherActive shall be deemed to have repeated its offer to supply Your services to Clients in accordance with these Terms of Engagement until such time as they are accepted by You without revision or amendment.
- 2.5 TeacherActive acts as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) (as amended) when introducing or supplying Your services for Assignments with its Clients.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 3.1 TeacherActive will endeavour to obtain suitable Assignments for You to perform the agreed Type of Work. You shall not be obliged to accept any Assignment offered by TeacherActive.



- 3.2 You acknowledge that the nature of temporary work means that there may be periods when no suitable work is available and agree that:
- 3.2.1 the suitability of the work to be offered shall be determined solely by TeacherActive;
 - 3.2.2 TeacherActive shall incur no liability to You should we fail to offer Assignments of the Type of Work or any other work to You; and
 - 3.2.3 there are no minimum hours of work which TeacherActive is required to provide to You and TeacherActive is under no obligation to provide You with work at all.
- 3.3 At the same time as an Assignment is offered to You, TeacherActive shall provide You with a Booking Confirmation Email setting out the following:
For the purposes of the Conduct Regulations:
- 3.3.1 the identity of the Client, and if applicable the nature of their business;
 - 3.3.2 the date the Assignment is to commence and the duration or likely duration of Assignment;
 - 3.3.3 the Type of Work, location and details of hours during which You would be required to work;
 - 3.3.4 the Actual Rate of Pay that will be paid, intervals and any expenses payable by or to You;
 - 3.3.5 any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks;
 - 3.3.6 what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment; and
- For the purposes of Section 1 of the Employment Rights Act 1996:
- 3.3.7 any other paid leave such as maternity, paternity or adoption leave;
 - 3.3.8 the details of pension entitlements and pensions schemes; and
 - 3.3.9 any other benefits.
- 3.4 Where TeacherActive does not give such information in paper form or by electronic means, it shall confirm the information by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, except where:
- 3.4.1 You are being offered an Assignment in the same position as one in which You have previously been supplied within the previous 5 business days and such information has already been given to You and remains unchanged; or
 - 3.4.2 subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to You before and remains unchanged, TeacherActive needs only to provide written confirmation of the identity of the Client and the likely duration of the Assignment.
- 3.5 Where the provisions of clause 3.4 are met but the Assignment extends beyond the intended 5 consecutive business day period, TeacherActive shall provide such information set out in clause 3.3 to You in paper or electronic form within 8 days of the start of the Assignment.
- 3.6 For the purpose of calculating the average number of weekly hours worked by You on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which You commence the first Assignment.
- 3.7 If, before or during an Assignment or during the Relevant Period, the Client wishes to Engage You directly or through another employment business, You acknowledge that TeacherActive will be entitled either to charge the Client a Transfer Fee or to agree a Period of Extended Hire with the Client at the end of which You may be Engaged directly by the Client or through another employment business without further charge to the Client. In addition, TeacherActive will be entitled to charge a Transfer Fee to the Client if the Client introduces You to a third party (other than another employment business) who subsequently Engages You, directly or indirectly, before or during an Assignment or within the Relevant Period.



- 3.8 If You have completed the AWR Qualifying Period on the start date of the relevant Assignment or following completion of the AWR Qualifying Period during the relevant Assignment, and if You are entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in the relevant Booking Confirmation Email or any variation to the relevant Booking Confirmation Email (as appropriate).

4. YOUR OBLIGATIONS

- 4.1 You are not obliged to accept any Assignment offered by TeacherActive but if You do accept an Assignment, then during every Assignment and afterwards where appropriate, You will:
- 4.1.1 co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
 - 4.1.2 observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which You might reasonably be expected to ascertain;
 - 4.1.3 take all reasonable steps to safeguard Your own health and safety and that of any other person who may be present or be affected by Your actions on the Assignment and comply with the health and safety policies and procedures of the Client;
 - 4.1.4 not engage in any conduct detrimental to the interests of TeacherActive and/or the Client which includes any conduct which could bring TeacherActive and/or the Client into disrepute and/or which results in the loss of custom, business or goodwill and reputation by either TeacherActive or the Client;
 - 4.1.5 not commit any act or omission constituting unlawful discrimination against or harassment of any member of TeacherActive's or the Client's staff or students;
 - 4.1.6 not at any time tell or give to any person, nor use for Your own or any other person's benefit, any Confidential Information relating to the Client's or TeacherActive's employees, students, business affairs, transactions or finances;
 - 4.1.7 on completion of the Assignment or at any time when requested by the Client or TeacherActive, return to the Client or where appropriate, to TeacherActive, any Client property or items provided to You in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.2 If You accept any Assignment offered by TeacherActive, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at TeacherActive's request, You undertake to:
- 4.2.1 inform TeacherActive of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which You have worked in the same or a similar role with the relevant Client via any third party and which You believe count or may count toward the AWR Qualifying Period;
 - 4.2.2 provide TeacherActive 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 TeacherActive; and
 - 4.2.3 inform TeacherActive if You have prior to the commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the AWR Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:
 - (a) completed two or more assignments with the Client; and/or
 - (b) 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.
- 4.3 If You are unable for any reason to attend work during the course of an Assignment You must inform TeacherActive by no later than 7:30am on the day of the Assignment or shift. In the event that it is not possible to inform TeacherActive within these timescales, You should also inform the Client and then TeacherActive as soon as possible.



- 4.4 If, either before or during the course of an Assignment, You become aware of any reason why You may not be suitable for an Assignment, You shall notify TeacherActive without delay.
- 4.5 You warrant that, in relation to these Terms of Engagement, You shall comply strictly with all provisions applicable to You under the Data Protection Laws and shall not do or permit to be done anything which might cause TeacherActive or the Client to breach any Data Protection Laws.
- 4.6 You acknowledge that any breach of Your obligations set out in these Terms of Engagement may cause TeacherActive to suffer loss and that TeacherActive reserves the right to recover such losses from You.
5. **TIMESHEETS**
- 5.1 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 or is completed before the end of a week) You shall deliver to TeacherActive a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and approved by an authorised representative of the Client.
- 5.2 Subject to clause 5.4, TeacherActive shall pay You for all time worked regardless of whether TeacherActive has received payment from the Client for that time.
- 5.3 Where You are paid on a daily rate, for the purposes of recording the number of daily hours worked only:
- 5.3.1 a full day shall be deemed to be 6 hours work;
- 5.3.2 a part day shall be deemed to be 4 hours work; and
- any hours worked in excess of sub-clauses 5.3.1 and 5.3.2 above must be reported in writing to TeacherActive at the end of the relevant week.
- 5.4 TeacherActive must have received a duly completed timesheet signed by an authorised representative of the Client by no later than 12pm on Mondays for any work completed in a preceeding week. If You do not submit a properly authenticated timesheet, TeacherActive shall, in a timely fashion, conduct further investigations into the hours claimed by You and the reasons that the Client has refused to sign a timesheet in respect of that time. This may delay any payment due to You. TeacherActive will not pay You for time not worked.
- 5.5 For the avoidance of doubt and for the purposes of the WTR, Your working time shall only consist of those periods during which You are carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises (apart from time spent travelling between two or more premises of the Client), lunch breaks and other rest breaks shall not count as part of Your working time for these purposes. This clause 5.5 is subject to any variation set out in the relevant Booking Confirmation Email or any variation to the relevant Booking Confirmation Email which TeacherActive may make for the purpose of compliance with the AWR.
6. **PAY AND DEDUCTIONS**
- 6.1 For each Assignment, TeacherActive shall pay to You not less than the Minimum Hourly Rate. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Booking Confirmation Email.
- 6.2 If You have completed the AWR Qualifying Period on the start of the relevant Assignment or following completion of the AWR Qualifying Period during the relevant Assignment, TeacherActive shall pay to You the Actual Rate of Pay which will be notified on a per Assignment basis and set out in the relevant Booking Confirmation Email or any variation to the relevant Booking Confirmation Email.
- 6.3 The Minimum Hourly Rate or Actual Rate of Pay, as applicable, will be paid weekly in arrears, subject to any Deductions and/or Agreed Deductions, together with any agreed additional pay.
- 6.4 Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (*Annual leave*) and 8 (*Sickness absence*) below and any other statutory entitlement, You are not entitled to receive payment from TeacherActive or the Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 6.5 Subject to compliance with Regulation 12 of the Conduct Regulations, TeacherActive reserves the right in its absolute discretion to deduct from Your pay any sums which You may owe TeacherActive including, without limitation, any overpayments or loans made to You by TeacherActive or any losses suffered by TeacherActive as a result of Your negligence or breach of either TeacherActive's or the Client's rules.



7. ANNUAL LEAVE

To the extent that TeacherActive is the party responsible for paying You for annual leave:

- 7.1 You are entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks.
- 7.2 Your entitlement to payment for annual leave under clause 7.1 accrues in proportion to the amount of time worked by You on Assignment during the Leave Year.
- 7.3 Holiday pay is calculated at 12.07% of your basic pay and will be paid in advance together with your basic pay weekly in arrears. It is Your responsibility to budget accordingly and you acknowledge that no further payment will be made when you take time off.
- 7.4 Under the AWR, on completion of the AWR Qualifying Period You may be entitled to paid and/or unpaid annual leave in addition to Your entitlement to paid annual leave under the WTR and in accordance with clauses 7.1 and 7.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Booking Confirmation Email or any variation to the relevant Booking Confirmation Email.
- 7.5 You must take all annual leave during the Leave Year in which it accrues and, except as may be set out in the relevant Booking Confirmation Email or any variation to the relevant Booking Confirmation Email, You may not carry any annual leave forward to the next year. You are responsible for ensuring that You request and take all annual leave within the Leave Year.
- 7.6 If You wish to take annual leave during an Assignment, You should notify TeacherActive of the dates of Your intended absence giving notice of at least twice the length of the period of annual leave that You wish to take. In certain circumstances, TeacherActive may require You to take annual leave at specific times or notify You of periods when annual leave cannot be taken. Where You have given notice of a request to take annual leave in accordance with this clause, TeacherActive may give counter-notice to You to postpone or reduce the amount of leave that You wish to take. In such circumstances, TeacherActive will inform You in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.
- 7.7 Subject to clause 7.4, during any Assignment during the first Leave Year, You are entitled to request leave at the rate of one-twelfth of Your total holiday entitlement in each month of the leave year.

8. SICKNESS ABSENCE

- 8.1 You may be eligible for statutory sick pay (SSP) provided that You meet the relevant statutory criteria and eligibility conditions. TeacherActive may be liable to pay SSP if TeacherActive is Your employer. If TeacherActive is not Your employer You may need to claim SSP from Your employer.
- 8.2 If You wish to claim SSP You must give TeacherActive all necessary information for us to consider Your claim including without limitation evidence of incapacity to work, which may be by way of a self- certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 8.3 For the purposes of SSP, there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 8.4 If You submit a statement of fitness for work (the **Statement**) or similar medical evidence, which indicates that You may, subject to certain conditions, be fit to work/return to work, TeacherActive will in its absolute discretion determine whether You will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination, TeacherActive may consult with the Client and with You as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5 Where clause 8.4 applies, Your placement in a new Assignment or continuation in an ongoing Assignment may be subject to You agreeing to a variation of the Terms of Engagement or the assignment details set out in the Booking Confirmation Email to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

9. TERMINATION OF THE ASSIGNMENT

- 9.1 Any of TeacherActive, You or the Client may terminate an Assignment at any time without prior notice or liability.
- 9.2 You acknowledge that the continuation of an Assignment is subject to and conditioned by the



continuation of the contract entered into between TeacherActive and the Client. If the contract between TeacherActive and the Client is terminated for any reason, the Assignment shall cease with



immediate effect without liability to You (except for payment for hours worked by You up to the date of termination of the Assignment).

9.3 If You do not tell the Client or TeacherActive that You are unable to attend work during the course of an Assignment (as required in clause 4.3) this will be treated as termination of the Assignment by You in accordance with clause 9.1, unless You can show that exceptional circumstances prevented You from complying with clause 4.3.

9.4 If You are absent during an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above, TeacherActive will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which You were assigned is no longer available.

9.5 If TeacherActive is informed that You are no longer available to undertake Assignments or You do not report to TeacherActive to notify us of Your availability for work for a period of 4 weeks, we may terminate this agreement.

10. **CONFIDENTIALITY**

In order to protect the confidentiality of any Client and TeacherActive, and without prejudice to every other duty to keep secret all information given to them or gained in confidence, You agree as follows:

10.1 not at any time, whether during or after an Assignment (unless expressly so authorised by the Client or TeacherActive as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the Confidential Information of the Client or TeacherActive with the exception of information already in the public domain;

10.2 to deliver up to the Client or TeacherActive (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by You during the course of the Assignment; and

10.3 not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or TeacherActive as appropriate.

11. **DATA PROTECTION**

You acknowledge that TeacherActive must process personal data about You in order to properly fulfil its obligations under these Terms of Engagement and as otherwise required by law in relation to the engagement in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes.

12. **GENERAL**

12.1 **Notices**

All notices which are required to be given in accordance with these Terms of Engagement 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, including by email. 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, when that email is sent.

12.2 **Severance**

If any of the provisions of these Terms of Engagement 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 of Engagement, which shall continue to be valid to the fullest extent permitted by applicable laws.

12.3 **Variation**

No variation or alteration to these Terms of Engagement shall be valid unless the details of such variation are agreed in writing between TeacherActive and You and a copy of the varied terms is given to You no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.

12.4 **Status**

These terms of engagement apply where you are engaged directly by the employment business. If you decide to work via an intermediary, once you have signed your chosen intermediary's terms of



12.5 Third Party Rights

None of the provisions of these Terms of Engagement are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

12.6 Governing Law and Jurisdiction

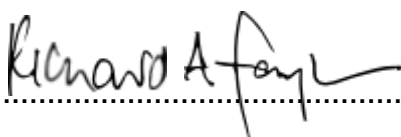
These Terms of Engagement are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

SIGNED BY

Richard Taylor – Chief Operating Officer

for and on behalf of TeacherActive

Signature

A handwritten signature in black ink, appearing to read 'Richard Taylor', written over a horizontal dotted line.

(Director)