

Definitions

In these Terms and Conditions

- a) The "Client" means the person or organisation engaging the services of the "Temporary Worker"
- b) "Temporary Worker" means the employee of Just Teachers UK Ltd providing the services.
- c) The "Assignment" means the period during which the Temporary Worker is supplied to the Client by Just Teachers UK Ltd to render services.
- d) References to the singular include the plural and reference to the masculine includes the feminine and vice-versa.

The Terms of Business for the Supply of Temporary Workers

- 1) These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview or the engagement or continuation of an engagement by the Client of a Temporary Worker introduced by Just Teachers UK Ltd.
- 2) The Client agrees to pay the charge of Just Teachers UK Ltd advised at the time of booking. Travelling, hotel or other expenses as may be agreed, shall be itemised on Just Teachers UK Ltd's Invoice in addition to this charge. These charges will be those in force at the time of the Assignment and may be varied from time to time with immediate effect.

Details of charges are available upon application. VAT will be charged in addition.

- 3) Charges which largely represent remuneration paid are invoiced weekly and are payable within fourteen (14) days of Just Teachers UK Ltd's invoice date.
- 4) Just Teachers UK Ltd assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of Earnings Related Insurance and administration of Schedule E Income Tax (PAYE) applicable to the Temporary Workers as required by law.
- 5) Subject to paragraph 6 the direct engagement by a Client of a Temporary Worker or a former Temporary Worker who had been introduced to the Client by Just Teachers UK Ltd, whether such engagement is for a definite or indefinite period, or the introduction by the Client of such Temporary Worker to any other person with the resulting engagement of the Temporary Worker by that other person, renders the client subject to the payment of an introduction fee of £3,000. This fee also applies if a Temporary Worker who is on assignment, or has been on assignment within the last 12 months, is engaged by the Client. No refund of the introduction fee will be made by Just Teachers UK Ltd to the Client in the event of the subsequent termination of such engagement.

The above provisions apply whether or not the Temporary Worker is engaged in the same position as the one which was the subject of the Assignment.

- 6) Where the Client wishes to engage a Temporary Worker directly then Just Teachers UK Ltd will waive the fee which would otherwise be due under paragraph 5 above provided that
 - a) A written offer of such direct engagement is made by or on behalf of the Client to the Temporary Worker to take effect at the end of the period referred to in paragraph 6 c)
 - b) A copy of such offer is forwarded to Just Teachers UK Ltd
 - c) The client continues thereafter to hire the Temporary Worker as a temporary worker from Just Teachers UK Ltd for a continuous period of two school terms.

- 7) Whilst every effort is made by Just Teachers UK Ltd to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from the Temporary Worker, no liability will be accepted by Just Teachers UK Ltd for any loss, expense, damage or delay arising from any failure to provide any particular Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct, lack of skill or medical condition of the Temporary Worker provided.
- 8)
 - a) The Client undertakes to supervise the Temporary Worker assigned to him sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship but if the services of the Temporary Worker prove to be unsatisfactory, the Client may terminate the Assignment and shall inform Just Teachers UK Ltd immediately.
 - b) In the event that the Assignment is terminated by the Client pursuant to paragraph 8 (a) above the Client shall pay Just Teachers UK Ltd for hours worked by the Temporary Worker up to the time of termination if it was agreed at the beginning of the Assignment that the Assignment would be fixed for a period of two days or less. In any other case, Just Teachers UK Ltd may reduce or cancel the charge time worked by the Temporary Worker, provided that the Temporary Worker leaves the assignment immediately and the notification, which must be confirmed in writing within five days, is received by Just Teachers UK Ltd before 5pm on the day of the assignment is terminated or, if termination occurs after 2pm, before noon on the next working day.
- 9)
 - a) The Temporary Worker is deemed to be under the direction and control of the Client from the time the Temporary Worker reports to take up duties and for the duration of the Assignment. The Client undertakes to instruct and supervise the Temporary Worker and to provide him with the same facilities and assistance as if he were a member of the Client's own staff. The Client further undertakes to take all reasonable care to prevent injury or disease to the Temporary Worker and to prevent damage to the Temporary Worker's property. The Client will be responsible for all acts, errors or omissions on the part of the Temporary Worker, whether wilful, negligent or otherwise, as though they were directly employed by the Client. In respect of the Temporary Worker, the Client undertakes to comply with all applicable laws, regulations relating to health and safety at work and the Working Time Regulations 1998 (excluding the paid annual leave and health assessment requirements under those Regulations) as though the Temporary Worker was directly employed by the Client. (The Client will assist Just Teachers UK Ltd in complying with its duties under the Working Time Regulations 1998 by supplying any relevant information requested by Just Teachers UK Ltd and the Client will not do anything to cause Just Teachers UK Ltd to be in breach of its obligations under those Regulations).
 - b) The Client shall indemnify and keep Just Teachers UK Ltd indemnified against any costs, claims and liabilities incurred by Just Teachers UK Ltd as a result of the Client's negligence or breach of statutory duty or any breach by the Client of its obligations pursuant to these Terms and Conditions.
- 10) All Temporary Workers supplied by Just Teachers UK Ltd will have their own public liability insurance cover against the risk of injury or disease to third parties and damage to their tangible property which in each case results from the negligence of the Temporary Worker. Particulars of the policy (including the sums insured) are available upon request from Just Teachers UK Ltd.
- 11) No variation can be made to these terms without the written consent of a director of Just Teachers UK Ltd.
- 12) The Client must notify Just Teachers UK Ltd of any cancellation of any booking by 4pm on the previous day. Failure to do so will incur a full day's booking charge.