

Tap Teachers Ltd (TAP) Terms of Business for daily supply

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

“Assignment”	means the period during which the Teacher is supplied to render services to the School;
“School”	means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Teacher is supplied or introduced;
“The Employment Business”	means Tap Teachers Limited (TAP) of 12 Brookfield, Duncan Close, Moulton Park, Northampton NN3 6WL;
“Engages/Engaged/Engagement”	means the engagement, employment or use of the Teacher directly by the School or any third party or through any other employment business 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; directly or through a limited company of which the Teacher is an officer or employee
“Teacher”	means the individual who is introduced by the Employment Business to render services to the School.
“Transfer Fee”	means the fee payable in accordance with clause 7.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
“Introduction Fee”	means the fee payable in accordance with clause 7.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
“Introduction”	means (i) the School's interview of a Teacher in person or by telephone, following the School's instruction to the Employment Business to supply a Teacher; or (ii) the passing to the School of a curriculum vitae or information which identifies the Teacher; and which leads to an Engagement of that Teacher.
“Remuneration”	includes 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 Teacher for services rendered to or on behalf of the School or any third party.

1.2. Unless the context otherwise requires, references to the singular include the plural. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1. These Terms constitute the contract between the Employment Business and the School for the supply of the Teacher's services by the Employment Business to the School and are deemed to be accepted by the School by virtue of its request for, interview with or Engagement of the Teacher or the passing of any information about the Teacher to any third party following an Introduction.
- 2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Employment Business, these Terms prevail over any terms of business or purchase conditions put forward by the School.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the School and are set out in writing and a copy of the varied terms is given to the School stating the date on or after which such varied terms shall apply.

3. CHARGES

- 3.1 The School agrees to pay such daily fees of the Employment Business as detailed in its price tariff.
- 3.2 The charges are invoiced to the School on a weekly basis and are payable within 30 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of at the rate of 4.0% over base rate of HBOS from the due date until the date of payment.

4. INFORMATION TO BE PROVIDED

- 4.1. The Employment Business endeavours to ensure the suitability of any Teacher introduced to the School by obtaining confirmation of the Teacher's identity; that the Teacher has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Teacher is willing to work to work in the position which the Client seeks to fill.
- 4.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Teacher is being Introduced for an Assignment in the same position as one in which the Teacher had previously been supplied within the previous five business days and such information has already been given to the School, unless the School requests that the information be resubmitted.

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 one week or less) the School shall sign a Tap Teachers timesheet verifying the number of days worked by the Teacher during that week.
- 5.2 Signature of the timesheet by the School is confirmation of the number of days worked. Failure to sign the timesheet does not absolve the School's obligation to pay the charges in respect of the days worked.
- 5.3 The School shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Teacher. In cases of unsuitable work the School should apply the provisions of clause 10.1 below.

6. PAYMENT OF THE TEACHER

The Employment Business assumes responsibility for paying the Teacher and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Teacher pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

7. TRANSFER AND INTRODUCTION FEES

7.1 Transfer Fees where a worker has been supplied

7.1.1 In the event of the Engagement by the School of a Teacher supplied by the Employment Business for an Assignment either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either:

- 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the 'first Assignment' for these purposes); **or**
- 8 weeks from the day after the last day the Teacher worked on the Assignment

the School shall be liable, subject to electing by giving 28 days prior notice, to either:

- a) **An extended period of hire** of the Teacher being 12 weeks or more during which the School shall pay the Employment Business's current daily rate for each day the Teacher is so employed or supplied; **or**
- b) **A Transfer Fee** calculated as follows: 17.5% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the daily charge rate agreed pursuant to clause 3.1 multiplied by 30. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

However, where the School does not give such notice before the Teacher is Engaged the parties agree that the Transfer Fee shall be due.

7.2 Introduction Fees where a worker is introduced but not supplied

7.2.1 In the event that there is an Introduction of a Teacher to the School which does not result in the supply of that Teacher by the Employment Business to the School, but which leads to an Engagement of the Teacher by the School either directly or pursuant to being supplied by another employment business within 6 months from the date of Introduction the School shall be liable to pay, subject to electing upon giving 28 days notice to either:

- a) **A period of hire** of the Teacher being 12 weeks or more during which the School shall pay the Employment Business 's current daily rate for each day the Teacher is so employed or supplied; **or**
- b) **An Introduction Fee** calculated as follows: 17.5% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the daily charge rate agreed pursuant to clause 3.1 multiplied by 30. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

However, where the School does not give such notice before the Teacher is Engaged the parties agree that the Transfer Fee shall be due.

7.3 In the event that the Engagement of the Teacher is for a fixed term of less than 12 months, the fee in clause 7.1.1(b) or 7.2.1(b), calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the School re-engages the Teacher within 3 months of the termination of the first Engagement the School shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.

7.4 Inability to supply during the period of hire

- 7.4.1 If the School elects for a period of hire, as set out in clauses 7.1.1(a) or 7.2.1(a), but before the end of such period Engages the Teacher supplied by the Employment Business either directly or pursuant to being supplied by another employment business or the Teacher chooses not to be supplied for the period of hire, the Transfer or Introduction Fee calculated in accordance with either 7.1(b) or 7.2(b) may be charged, reduced by such percentage to reflect any period of hire already undertaken by the Teacher and paid for by the School.
- 7.4.2 Where period(s) of absence due to illness or injury prevent the Teacher from being employed or supplied for 4 or more days, which shall be qualifying days for the purposes of Statutory Sick Pay (SSP), during the period of hire as set out above, the period of hire shall be extended by a period equivalent to the total period of absence. Where the Employment Business pays the Teacher SSP during the period of hire an equivalent amount shall be charged to and be payable by the School in addition to the charges agreed pursuant to clause 3.1.

7.5 Transfer Fees where there has been an Introduction to and Engagement by a Third Party

- 7.5.1 In the event that a Teacher supplied to a School is **introduced by the School to a third party** which results in the Engagement of the Teacher by the third party during the Assignment or within whichever is the longer of either
- 14 weeks from the start of the first Assignment (each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment shall also be considered to be the 'first Assignment' for these purposes); **or**
 - 8 weeks from the day after the last day the Teacher worked on the Assignment

The School shall be liable to pay a Transfer Fee calculated in accordance with clause 7.1.1(b).

7.6 Introduction Fees where there has been an Introduction but no Supply resulting in an Engagement by a Third Party

- 7.6.1 In the event that there is an Introduction of a Teacher to the School which does not result in the supply of that Teacher by the Employment Business to the School, but **the Teacher is introduced by the School to a third party** which results in the Engagement of the Teacher by the third party within 6 months from the date of Introduction the School shall be liable, to **an Introduction Fee** calculated in accordance with clause 7.2.1(b).

8. LIABILITY

- 8.1 Whilst every effort is made by the Employment Business to give satisfaction to the School by ensuring reasonable standards of skills, integrity and reliability from Teachers and further to provide them in accordance with the School's booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Teacher for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Teacher. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.
- 8.2 Teachers supplied by the Employment Business are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the School from the time they report to take up duties and for the duration of the Assignment. The School agrees to be responsible for all acts, errors or omissions of the Teacher, whether wilful, negligent or otherwise as though the Teacher was on the payroll of the School. The School will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, by-laws, codes of practice and legal requirements to which the School is ordinarily subject in respect of the School'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 Teacher during all Assignments.

- 8.3 The School shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Teacher and about any requirements imposed by law or by any professional body, which must be satisfied if the Teacher is to fill the Assignment. The School will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the School will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the School requires or may require the services of a Teacher for more than 48 hours in any week, the School must notify the Employment Business of this requirement before the commencement of that week.
- 8.4 The School undertakes that it knows of no reason why it would be detrimental to the interests of the Teacher for the Teacher to fill the Assignment.
- 8.5 The School shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clauses 8.2 and 8.3 and/or as a result of any breach of these Terms by the School.

9. TERMINATION

- 9.1 The School undertakes to supervise the Teacher sufficiently to ensure the School's satisfaction with the Teacher's standards of workmanship. If the School reasonably considers that the services of the Teacher are unsatisfactory, the School may terminate the Assignment either by instructing the Teacher to leave the Assignment immediately, or by directing the Employment Business to remove the Teacher. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Teacher, provided that the Assignment terminates: -
- a) Within four hours of the Teacher commencing the Assignment where the booking is for more than seven hours; or
 - b) Within two hours for bookings of seven hours or less;
- And also provided that notification of the unsuitability of the Teacher is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.
- 9.2 Any of the School, the Employment Business or the Teacher may terminate an Assignment at any time without prior notice and without liability.
- 9.3 The School shall notify the Employment Business immediately and without delay and in any event if the Teacher fails to attend work or notifies the School that the Teacher is unable to attend work for any reason.
- 9.4 The Employment Business shall notify the School immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Teacher supplied to the School is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

10. LAW

- 10.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.
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Tap Teachers Limited (TAP) Terms of Business for the introduction of permanent staff

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

“Teacher”	means the person introduced by the Employment Business to the School for an Engagement including any officer or employee of the Teacher if the Teacher is a limited company and members of the Employment Business’s own staff;
“School”	means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Teacher is introduced;
“The Employment Business”	means Tap Teachers Limited (TAP) of 12 Brookfield, Duncan Close, Moulton Park, Northampton, NN3 6WL;
“Engagement”	means the engagement, employment or use of the Teacher by the School or any third party on a permanent or temporary basis, whether under a contract of service or for services; under the Employment Business licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Teacher is an officer or employee
“Introduction”	means (i) the School’s interview of an Teacher in person or by telephone, following the School’s instruction to the Employment Business to search for an Teacher; or (ii) the passing to the School of a curriculum vitæ or information which identifies the Teacher; and which leads to an Engagement of that Teacher;
“Remuneration”	includes 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 Teacher for services rendered to or on behalf of the School. Where the School provides a company car, a notional amount of £5,000 will be added to the salary in order to calculate the Employment Business’s fee.

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. These Terms constitute the contract between the Employment Business and the School and are deemed to be accepted by the School by virtue of an Introduction to, or the Engagement of a

Teacher or the passing of any information about the Teacher to any third party following an Introduction.

- 2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Employment Business, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the School.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the School and are set out in writing and a copy of the varied terms is given to the School stating the date on or after which such varied terms shall apply.

3. NOTIFICATION AND FEES

3.1. The School agrees:

- a) To notify the Employment Business immediately of any offer of an Engagement which it makes to the Teacher;
 - b) To notify the Employment Business immediately that its offer of an Engagement to the Teacher has been accepted and to provide details of the Remuneration to the Employment Business; and
 - c) To pay the Employment Business fee within 30 days of the date of invoice.
- 3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the School until the Teacher commences the Engagement when the Employment Business will send an invoice to the School for its fees.
 - 3.3 The Employment Business reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 4% over the standard interest rate for HBOS from the due date until the date of payment.
 - 3.4 The fee payable to the Employment Business by the School for an Introduction resulting in an Engagement is the amount equal to 17.5% of the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee.
 - 3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the School re-engages the Teacher within 6 calendar months from the date of termination of the first Engagement the School shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.
 - 3.6 If the School subsequently engages or re-engages the Teacher within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable.

4. REFUNDS

- 4.1. In order to qualify for the following refund, the School must pay the Employment Business's fee within 30 days of the date of invoice and must notify the Employment Business in writing of the termination of the Engagement within 7 days of its termination.
- 4.2. If the Engagement terminates before the expiry of 8 weeks from the commencement of the Engagement (except where the Teacher is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the schedule to these Terms of Business.
- 4.3. In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

5. CANCELLATION FEE

- 5.1 If, after an offer of Engagement has been made to the Teacher, the School decides for any reason to withdraw it, the School shall be liable to pay the Employment Business a minimum fee of 10% of the Remuneration.

6. INTRODUCTIONS

- 6.1. Introductions of Teachers are confidential. The disclosure by the School to a third party of any details regarding an Teacher introduced by the Employment Business which results in an Engagement with that third party within 6 months of the Introduction renders the School liable to payment of the Employment Business's fee as set out in clause 3.4 with no entitlement to any refund.
- 6.2. An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Teacher engaged as a consequence of or resulting from an introduction by or through the Employment Business, whether direct or indirect, within 6 months from the date of the Employment Business's Introduction.
- 6.3. Where the amount of the actual Remuneration is not known the Employment Business will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Teacher has been engaged with regard to any information supplied to the Employment Business by the School and/or comparable positions in the market generally for such positions.

7. SUITABILITY AND REFERENCES

7. The Employment Business endeavours to ensure the suitability of any Teacher introduced to the School by obtaining confirmation of the Teacher's identity; that the Teacher has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Teacher is willing to work in the position which the Client seeks to fill.
 - 7.2 At the same time as proposing a Teacher to the School the Employment Business shall inform the School of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Teacher is being proposed for a position which is the same as one in which the Teacher has worked within the previous five business days and such information has already been given to the School.
 - 7.3 The Employment Business endeavours to take all such steps as are reasonably practicable to ensure that the School and Teacher are aware of any requirements imposed by law or any professional body to enable the Teacher to work in the position which the School seeks to fill.
 - 7.4 The Employment Business endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the School or the Teacher for the Teacher to work in the position which the School seeks to fill.
 - 7.5 Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the School shall satisfy itself as to the suitability of the Teacher and the School shall take up any references provided by the Teacher to it or the Employment Business before engaging such Teacher. The School is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Teacher, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Teacher is engaged to work.
 - 7.6 To enable the Employment Business to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the School undertakes to provide to the Employment Business details of the position which the School seeks to fill, including the type of work that the Teacher would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the School considers necessary or which are required by law or any professional body for the Teacher to possess in order to work in the position; and any risks to health or safety known to

the School and what steps the School has taken to prevent or control such risks. In addition the School shall provide details of the date the School requires the Teacher to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Teacher would be entitled to give and receive to terminate the employment with the School.

8. SPECIAL SITUATIONS

8.1 Where the Teacher is required by law, or any professional body to have any qualifications or authorisations to work in the position which the School seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Teacher, two references from persons not related to the Teacher who have agreed that the references they provide may be disclosed to the School and has taken all reasonably practicable steps to confirm that the Teacher is suitable for the position. If the Employment Business is unable to do any of the above it shall inform the School of the steps it has taken to obtain this information in any event.

9. LIABILITY

9.1 The Employment Business shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the School arising from or in any way connected with the Employment Business seeking an Teacher for the School or from the Introduction to or Engagement of any Teacher by the School or from the failure of the Employment Business to introduce any Teacher. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

10. LAW

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

I confirm that by returning the TAP acceptance form, enclosed with this contract, I am accepting Tap Teachers Limited's (TAP) Terms of Business.