



REALISE EDUCATION LIMITED - TERMS OF ENGAGEMENT FOR AGENCY WORKERS (PAYE)

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

“Agency Worker”	means supplied by the Employment Business to provide services to the Hirer.
“Agency Workers Regulations”	means the Agency Workers Regulations 2010.
“Agreed Deductions”	means any deductions, other than the Deductions, the Agency Worker has agreed can be made from their pay.
“Assignment”	means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer.
“Assignment Confirmation”	means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment by the Agency Worker.
“Calendar Week”	means any period of 7 days starting with the same day as the first day of the First Assignment.
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended).
“Confidential Information”	means any and all confidential commercial, financial, marketing, technical, pupil, staff, safeguarding or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, 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 the Agency Worker in relation to the Assignment (i) by the Hirer (ii) the Employment Business or (iii) by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information but excludes information which: (a) is publicly available at the time of its disclosure under these Terms; or (b) becomes publicly available (other than as a direct or indirect result of disclosure by the Agency Worker contrary to the terms of these Terms).
“Control”	means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of

ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly.

“Daily / Hourly Paid Annual Leave Entitlement”

means the daily / hourly entitlement to paid annual leave for each day / hour worked during an Assignment

“Daily / Hourly Pay Rate”

means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay together with the Daily / hourly paid Annual Leave Entitlement which will be paid for each day worked during an Assignment weekly in arrears, subject to Deductions and any agreed Deductions, as set out in the relevant Assignment Confirmation.

“Data Protection Laws”

means the Data Protection Act 1998, the General Data Protection Regulation (EU2016/679) and any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data

“Deductions”

means any deductions which the Employment Business is or 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

“Emoluments”

means any pay in addition to the QP Daily / Hourly Pay Rate

“Employment Business”

Realise Education, Roebuck House, Fallow End, Welwyn, Herts, AL69ST Company No 09742186 Email – info@realiseed.com together with any company in the Employment Business Group to whom the details of the Agency Worker are divulged with the prior consent of the Agency Worker for the purposes of sourcing Assignments for the Agency Worker.

“Employment Business Group”

means (a) any company which from time to time Controls the Employment Business, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company which from time to time is Controlled by or is under common Control with the Employment Business, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006.

“Engagement”

means the engagement, employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly.

“First Assignment”

means:

(a) the relevant Assignment; or

(b) if, prior to the relevant Assignment:

i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and

ii. the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);

“Hirer”	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced.
“Hirer's Group”	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
“Minimum Pay Rate”	means not less than the National Minimum Wage or National Living Wage (as relevant) being the minimum rate of pay (subject to Deductions) that the Employment Business reasonably expects to achieve, for each hours worked by the Agency Worker.
“Period of Extended Hire”	means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee.
“QP Pay Rate”	means the rate of pay together with the Daily/ Hourly Paid Annual Leave Entitlement which will be paid for each day worked during an Assignment weekly in arrears, which will be paid to the Agency Worker if and when the Agency Worker completes the Qualifying Period. Such rate will be paid for each day worked during an Assignment weekly in arrears, subject to Deductions and any agreed Deductions, as set out in any variation to the relevant Assignment Confirmation.
“Qualifying Period”	means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms.
“Relevant Period”	means whichever of the following periods ends later : (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment.
“Temporary Work Agency”	means as defined in the Schedule to these Terms.
“Terms”	means these terms of engagement (including the attached schedule) together with any applicable Assignment Confirmation.

“Transfer Fee” means the fee payable by the Hirer to the Employment Business as described in clause 3.5, as permitted by Regulation 10 of the Conduct Regulations.

“Type of Work” means work as a supply teacher / teaching assistant / cover supervisor / school support worker or home tutor.

“Working Time Regulations” means the Working Time Regulations 1998.

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

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

1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

2. THE CONTRACT

2.1. These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker.

2.2. During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker’s pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.

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 Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker 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.

2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Agency Worker for Assignments with its Hirers.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.

3.2. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and

3.2.2. the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work.

3.3. As soon as practicable prior to the commencement of an Assignment, the Employment Business shall provide the Agency Worker with an electronic Assignment Confirmation setting out the following in relation to that Assignment.

3.3.1. the identity of the Hirer, 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 hours during which the Agency Worker would be required to work.

3.3.4. the Daily Pay Rate (or QP Pay Rate if clause 6.2 applies) that will be paid, any expenses incurred by or payable to the Agency Worker and for which the Agency Worker is to be compensated, and the daily entitlement to paid annual leave;

3.3.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks; and

3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment.

3.4. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the first Assignment.

3.5. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.

3.6. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the relevant Assignment Confirmation or any variation to the relevant Assignment Confirmation (as appropriate).

3.7. If the Agency Worker considers that the Agency Worker has not or may not have received equal treatment under the Agency Workers Regulations, the Agency Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of the Agency Worker's concerns.

4. AGENCY WORKER'S OBLIGATIONS

4.1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, the Agency Worker will:

4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation.

4.1.2. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain.

4.1.3. take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the health and safety policies and procedures of the Hirer.

4.1.4. not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/ or the Hirer into disrepute and/ or which results in the loss of custom or business by either the Employment Business or the Hirer.

4.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff.

4.1.6. on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker 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 the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Agency Worker undertakes to.

4.2.1. inform the Employment Business of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;

4.2.2. provide the Employment Business 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 the Employment Business; and

4.2.3. inform the Employment Business if the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment.

4.2.3.1. completed two or more assignments with the Hirer.

completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or

4.2.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.

4.3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment the Agency Worker should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.

4.4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why the Agency Worker may not be suitable for an Assignment, the Agency Worker shall notify the Employment Business without delay.

4.5. The Agency Worker acknowledges that any breach of the Agency Worker's obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

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) the Agency Worker shall deliver to the Employment Business a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Hirer. This obligation does not apply if the Employment Business notifies the Agency Worker that a Hirer uses the online timesheet system.

5.2. Subject to clause 5.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.

5.3. Where a Hirer does not approve a timesheet, the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business shall make no payment to the Agency Worker for hours not worked.

5.4. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Agency Worker's working time shall only consist of those periods during which the Agency Worker is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks

shall not count as part of the Agency Worker's working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Confirmation or any variation to the relevant Assignment Confirmation which the Employment Business may make for the purpose of compliance with the Agency Workers Regulations.

6. REMUNERATION

6.1. The Employment Business shall pay to the Agency Worker the Daily / Hourly Pay Rate unless and until the Agency Worker completes the Qualifying Period. The Daily / Hourly Pay Rate will be notified on a per Assignment basis and as set out in the relevant Assignment Confirmation and will not be less than the Minimum Pay Rate

6.2. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker:

6.2.1. the QP Pay Rate; and

6.2.2. the Emoluments (if any),

which will be notified on a per Assignment basis and as set out in the relevant Assignment Confirmation or any variation to the relevant Assignment Confirmation.

6.3. 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, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

6.4. The Agency Worker will comply with any requirements of the Employment Business and/or the Hirer relating to the assessment of the Agency Worker's performance for the purpose of determining whether or not the Agency Worker is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, the Agency Worker is entitled to receive a bonus, the Employment Business will pay the bonus to the Agency Worker.

6.5. Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay, any sums which s/he may owe the employment business, including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his / her negligence or breach of either the Employment Business or the Hirers rules.

6.6. Where the Agency Worker holds a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, the Agency Worker must declare this to the Employment Business and produce the Certificate. In such cases the Employment Business shall not deduct Class 1 National Insurance Contributions from the Actual Rate of Pay or the Actual QP Rate of Pay (where applicable) but it shall be the responsibility of the Agency Worker to pay such social fee contributions as may be applicable in the Member State concerned. In the event that the Agency Worker fails to pay such contributions and the Employment Business is required to pay contributions either in the UK or the Member State concerned, the Agency Worker undertakes to indemnify the Employment Business and the Employment Business shall be entitled to deduct the amount paid in contributions from any sums owed to the Agency Worker.

7. ANNUAL LEAVE

7.1. For the purposes of calculating entitlement to paid annual leave pursuant to the Working Time Regulations (which are amended by the Government from time to time) and this clause, the leave year commences on the date that you start an Assignment or a series of Assignments. The WTR

7.2. Under the Working Time Regulations, you are entitled to 28 days paid leave per leave year. Entitlement to payment to leave accrues in proportion to the amount of time worked continuously by you on Assignment during the leave year. You agree that payment in respect of your entitlement to paid leave shall be made together with and in addition to your daily / hourly pay entitlement and as part of your Daily / Hourly Pay Rate. This is shown on your pay slip.

7.4. None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Agency Worker's status as a self-employed worker.

8. SICKNESS ABSENCE

8.1. The Agency Worker may be eligible for Statutory Sick Pay provided that the Agency Worker meets the relevant statutory criteria.

8.2. The Agency Worker is required to provide the Employment Business with 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 the Statutory Sick Pay scheme 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. In the event that the Agency Worker submits a Statement of Fitness for Work ("**the Statement**") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker 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, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Confirmation to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

9. TERMINATION

9.1. Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).

9.2. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).

9.3. If the Agency Worker does not inform the Hirer or the Employment Business that they 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 the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.

9.4. If the Agency Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.

9.5. If the Agency Worker does not report to the Employment Business to notify the Agency Worker's availability for work for a period of 4 weeks, the Employment Business will forward the Agency Worker's P45 to his/her last known address.

10 INTELLECTUAL PROPERTY RIGHTS

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Agency Worker for the Hirer during the Assignment shall belong to the Hirer. Accordingly the Agency Worker shall execute all such documents and do all such acts as

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the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

11 CONFIDENTIALITY

11.1. In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:

11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business 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 Hirer or the Employment Business;

11.1.2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by the Agency Worker during the course of the Assignment; and

11.1.3. 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 Hirer 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 Hirer or the Employment Business as appropriate.

11.2. The Agency Worker shall be permitted to disclose Confidential Information to the extent that such Confidential Information is required to be disclosed by law, a governmental regulatory or supervisory authority or agency, any court of competent jurisdiction or taxing authority (the “Request”). Where the Agency Worker reasonably determines that such disclosure is required, the Agency Worker shall, so far as legally permissible, only make the disclosure after consultation with the Employment Business and/or the Hirer, as applicable, and after taking into account the Employment Business’s and/or the Hirer’s requirements as to timing, content and manner of disclosure. If the Agency Worker is unable to consult with the Employment Business and/or the Hirer, as applicable, before making such a disclosure, the Agency Worker shall inform the Employment Business and/or the Hirer, as applicable, of the circumstances, timing, content and manner of the disclosure immediately after the disclosure is made. In the event the Agency Worker discloses Confidential Information, in whole or in part, pursuant to the Request, the Agency Worker shall only disclose that part of the Confidential Information which the Agency Worker is legally compelled to disclose and shall use best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

12. DATA PROTECTION

12.1. The Agency Worker and the Employment Business warrant to each other that in relation to these Terms, each shall comply strictly with all provisions applicable to them under the Data Protection Laws and each shall not do or permit to be done anything which might cause the Agency Worker, Employment Business or the Hirer to breach any Data Protection Laws.

12.2. The Agency Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Agency Worker to the Hirer (now or in the future), and the Hirer:

12.2.1. processing the Agency Worker’s personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and

12.2.2. exporting and/or processing the Agency Worker’s personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these Terms.

13. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

14. NOTICES

All notices which are required to be given in accordance with these Terms 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

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to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: (i) if by hand: on the date it is delivered to the addressee; (ii) if by first class post (return receipt requested): on the date that such post is delivered or delivery is attempted; (iii) if by email: when that email is delivered; or (iv) if by facsimile transmission: when that facsimile is received (it being understood that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine).

15. GOVERNING LAW AND JURISDICTION

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

SCHEDULE: "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating

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whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

(a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;

(b) the break is:

(c) for any reason and not more than six Calendar Weeks(iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work; (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is: i. ordinary, compulsory or additional maternity leave; ii. ordinary or additional adoption leave; iii. ordinary or additional paternity leave; iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above; (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less; (vi) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer; (vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and(c) the Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i., ii, or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period". "Temporary Work Agency" means as defined in Regulation 4 of the Agency Workers Regulations being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of: (a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or (b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers. Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a "hirer" 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.