



**DATED**

**2025**

**MADE BETWEEN**

**ASPIRE ACADEMY TRUST**

**AND**

**ZEN EDUCATE LTD**

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**SERVICE AGREEMENT FOR THE PROVISION  
OF SUPPLY AGENCY SERVICES**

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This Agreement is dated

2025

## Parties

- (1). **Aspire Academy Trust**, incorporated and registered in England and Wales with company number 07387540, whose registered office is at 20, St. Austell Business Park, Carclaze, St. Austell, Cornwall, PL25 4FD (**Customer**); and
- (2). **Zen Educate Ltd**, incorporated and registered in England and Wales with company number 16094891, whose registered office is at Telegraph House, Calenick Street, Truro, TR1 2SF (**Supplier**).

## Background

- (A). The Supplier is in the business of delivering supply agency services to the education sector and brings experience in offering a cost-effective service that aligns with the Customer's vision, values, and ethos.
- (B). The Customer agrees to obtain, and the Supplier agrees to provide such Services on the terms set out in this Agreement.

## Agreed Terms

### I. Interpretation

The following definitions and rules of interpretation apply to this Agreement.

#### I.1. Definitions:

**Account Manager:** the individual identified in Schedule 4 (Key Personnel) pursuant to Clause 11.1(b) or any replacement individual appointed by the Supplier and the person being responsible for managing the Services on behalf of the Supplier.



**Agreement:** the terms and conditions in the main body of this document, including the Schedules and any documents referred to therein.

**Applicable Data Protection Laws:** means

- (a). to the extent that the United Kingdom (UK) GDPR applies to the law of the United Kingdom or a part of the United Kingdom that relates to the protection of Personal Data;
- (b). to the extent that the European Union (EU) GDPR applies to the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of Personal Data.

**Applicable Laws:** all applicable laws, statutes, regulations, guidance, and codes from time to time in force.

**Assignment** means any period during which the Customer engages a Supply Agency Worker through the Supplier to perform Services, whether on a short-term, temporary or fixed-term basis, under the terms of this Agreement, including but not limited to the duties, location, hours, and duration as specified in the relevant schedule or booking confirmation.

**Business Day:** a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

**Business Hours:** the period from 8.00 am to 4.00 pm on any Business Day in the United Kingdom.

**Change Order:** has the meaning given in Clause 15.1.

**Charges:** the sums payable for the Services as set out in Schedule 3 (Charges, Costs, and Payment).

**Commencement Date:** 1<sup>st</sup> September 2025



**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Clause 22.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010 and the expression 'Change of Control' shall be construed accordingly.

**Customer Equipment:** any equipment under the Customer's control including any systems, facilities, or utilities at Site, provided, or made available by the Customer, its agents, suppliers, or consultants and used directly or indirectly in the delivery of the Services, including any such items in Schedule I (Specification).

**Customer's Manager:** the individual identified as such in Clause 13.2(b) and Schedule 4 (Key Personnel) as the person responsible for managing the Services on behalf of the Customer.

**Customer Materials:** all documents, images, information, items, and materials in any form (whether owned by the Customer or a third party) provided by the Customer to the Supplier in connection with the Services, including the items provided pursuant to Clause 4.1(l).

**EU GDPR:** means the General Data Protection Regulation ((EU) 2016/679), as it has effect in European Union (EU) law.

**Extended Assignment:** has the meaning given in Clause 9.2.

**Fulfilment:** means the provision of a Supply Agency Worker who meets the Customer's personal specification, is suitably qualified for the role and is accepted by the Customer within the time frame set out in the Specification.

**Introduce:** the introduction to the Customer of information by the Supplier in a Curriculum Vitae or in such format as the Customer may from time to time require, which first identifies the Supply Agency Worker to the Customer, and Introduction and Introduced shall be construed accordingly.



**Introduction Date:** the date the Supplier introduces the Supply Agency Worker to the Customer in accordance with Clause 8 (Service Delivery).

**Introduction Fee:** has the meaning given in Clause 9.1.

**Intellectual Property Rights:** includes patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill, and the right to claim for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights. In each case, whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any jurisdiction.

**Key Performance Indicators (KPI):** the measure of the Supplier's success against targets and objectives as set out in Schedule 7 of this Agreement.

**Key Personnel:** the Supplier Account Manager and Customer Manager or any other individuals identified as Key Personnel in Schedule 4.

**Performance Metrics:** the objective and evidence-based measures by which the Services Delivery shall be assessed under this Agreement. Such measures shall be informed by the Supplier's operational data, management information, compliance records (including data on cancellations), and such other sources as are reasonably necessary to enable the Customer to evaluate the Supplier's performance against the agreed Key Performance Indicators, contractual obligations under this Agreement, and Applicable Law.

**Policies:** The Customer's policies, as listed in Schedule 5, and as amended by notifications to the Supplier from time to time.

**Relevant Period:** has the meaning given in Regulation 10(5) and (6) of the Conduct of Employment Agencies and Employment Business Regulations 2003 (SI 2003/3319).



**Services:** the introduction and, or supply of Supply Agency Workers to the Customer.

**Service Delivery:** the supply of a suitable Supply Agency Worker, accepted by the Customer and within the timeframe set out in the Specification.

**Site:** means the education premises as set out in the Specification, which is the location where the Services will be delivered.

**Supplier Equipment:** any equipment provided by the Supplier, its agents, subcontractors, or consultants to the Customer or any Supply Agency Worker and used directly or indirectly in the supply of the Services, including any such items specified in the Specification.

**Specification:** the Services set out in Schedule I, including Services which are incidental or ancillary to such Services.

**Supply Agency Worker:** an individual worker introduced and supplied by the Supplier to the Customer to provide services to the Customer, who is deemed to be an agency worker for the purposes of Regulation 3 of the Agency Workers Regulations 2010.

**TUPE:** means the Transfer of Undertakings (Protection of Employment Regulations 2006 (SI 2006/246).

**UK GDPR:** has the meaning given to it in Section 3(10) (as supplemented by Section 205(4)) of the Data Protection Act 2018.

1.2. Interpretation:

- (a). Clause numbers, Schedules, paragraphs, and any headings shall not affect the interpretation of this Agreement.
- (b). A person includes a natural person, a corporate body, or an unincorporated body (whether or not having a separate legal personality).

- (c). A reference to Equipment shall include both the Customer and Supplier Equipment collectively.
- (d). The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement; any reference to this Agreement includes the Schedules.
- (e). A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- (f). Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- (g). Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (h). This Agreement shall be binding on and ensure for the benefit of the parties to this Agreement and their respective personal representatives, successors, and permitted assigns. References to any party shall include that party's representatives, successors, and permitted assigns.
- (i). A reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time.
- (j). A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (k). A reference to writing or written includes email but not fax.
- (l). Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- (m). A reference to this Agreement or any other agreement or document is a reference to this Agreement or such other agreement or document, as varied from time to time.

- (n). References to Clauses and Schedules are to the Clauses and Schedules of this Agreement, and references to paragraphs are to paragraphs of the relevant Schedule.
- (o). Any words following the terms 'including,' 'include,' 'in particular,' 'for example,' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- (p). Where there is any conflict between the terms and conditions contained in the body of this Agreement and any Schedule, then in the first instance, any ambiguity shall be interpreted by reading the provisions, and if no reasonable interpretation can be found, then the terms and conditions of the body of the Agreement shall take precedence with each Schedule taking precedence in the order in which they appear.

## **2. Commencement and Duration**

- 2.1. This Agreement shall commence on the Commencement Date and shall continue unless terminated earlier in accordance with its terms until the third anniversary of the Commencement Date, provided always that the term may be extended by two (2) periods of up to one (1) year per extension in accordance with Clause 2.3.
- 2.2. The Supplier shall provide the Services to the Customer in accordance with this Agreement from the date of this Agreement (Commencement Date).
- 2.3. The Customer shall be entitled to extend the term of this Agreement by a period of one (1) year on no more than two (2) occasions by giving the Supplier written notice of no less than three (3) months prior to the date on which this Agreement would otherwise have expired, provided that the duration of this Agreement shall be no longer than the total term specified in Clause 2.1.



### **3. TUPE**

- 3.1. The parties acknowledge and agree that the Transfer of Undertakings (Protection of Employment Regulations 2006 (SI 2006/246) (TUPE) does not apply to this Agreement or to any arrangements or transactions contemplated by it.
- 3.2. Each party agrees that, based on the nature of the services and arrangements, there is no relevant transfer for the purposes of TUPE and no employee should transfer to or from either party as a result of this Agreement.
- 3.3. Without prejudice to the above, in the event that any claim is made or asserted that TUPE does apply, the parties agree to cooperate in good faith to resolve any such claim in a manner that reflects the intention and understanding set out in this Clause.

### **4. Supplier Responsibilities**

- 4.1. The Supplier shall:
  - (a). provide the Services in accordance with the terms and conditions of this Agreement. The scope of the Supply Agency Workers includes but is not limited to:
    - (i). Teachers;
    - (ii). Teaching Assistants;
    - (iii). Special Education Needs (SEN);
    - (iv). Catering; and
    - (v). Cleaning Provision.
  - (b). ensure that the Services will conform in all respects with the Specification and that the Services and the Supplier's Equipment shall be fit for any purpose expressly or implicitly made known to the Supplier by the Customer;



- (c). have the skills, required training, relevant experience, and professional accreditation (as necessary) to deliver the Services to the Customer;
- (d). perform the Services with the highest level of care, skill, and diligence in accordance with best practice in the Supplier's industry, profession, or trade;
- (e). ensure that standards in employment and corporate transparency are met at all times;
- (f). deliver efficiencies to add value, monitor, and advise (as necessary) throughout the term of the Agreement to ensure that this is maintained;
- (g). cooperate with the Customer in all matters relating to the Services while ensuring full compliance with the Customer's instructions;
- (h). before the Services are to start, obtain and, at all times, maintain during the term of this Agreement all necessary licenses and consents;
- (i). In performing its obligations under this Agreement, the Supplier shall comply with all Applicable Laws and any of the Customers Mandatory Policies, including:
  - (i). the Conduct of Employment Agencies and Employment Business Regulations 2003 (SI 2003/3319);
  - (ii). The Agency Workers Regulations 2010;
  - (iii). The Employment Rights Legislation
  - (iv). the Income Tax (Earnings and Pensions) Act 2003; and
  - (v). the Equality Act 2010.
- (j). fully comply with all Health and Safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises from time to time and that have been communicated to it under Clause 13.2(f).

- (k). The Customer, acting reasonably, reserves the right to refuse access to its Site and premises to any Supply Agency Worker involved in the provision of the Services, which shall only be implemented as is necessary for the proper performance of the Services;
- (l). hold all relevant Customer Materials in safe custody at its own risk and maintain the Customer Materials in good condition until returned to the Customer, and not use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- (m). take good care of any of the Customer's Equipment used directly or indirectly in the delivery of the Services;
- (n). not do or omit to do anything which may cause the Customer to lose any licence, authority, consent, or permission on which it relies for the purposes of conducting its business;
- (o). notify the Customer in writing immediately upon the occurrence of a Change of Control of the Supplier;
- (p). comply with its obligations set out in Schedule 6 (Safeguarding);
- (q). resource the provision of Services with high calibre personnel who are fully trained and qualified for their role, pleasant and motivated; and
- (r). ensure that all Supply Agency Staff have undertaken all required safeguarding training. This includes training relevant regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006, the statutory guidance from the Department for Education (DfE) issued under section 175 of the Education Act 2002. The Education (Independent School Standards) Regulations 2014 and the Non-Maintained Special Schools (England) Regulations 2015 (as amended), Keeping Children Safe in Education (KCSIE) as amended from time to time.

## 5. Personnel

5.1. The Supplier shall resource this Agreement with high-calibre Supply Agency Workers who possess suitable skills, qualifications, training, and experience to enable them to perform the assigned tasks, and such personnel shall be in sufficient numbers to enable the Supplier to fulfil its obligations under this Agreement.

5.2. Supply Agency Workers shall:

- (a). be provided with all required training to support and deliver the Services and instructed in accordance with the standards and training outlined in Keeping Children Safe in Education (KCSIE) as amended from time to time and before commencing employment.
- (b). be subject to all reasonable and satisfactory pre-employment checks as set out in Clauses 64 to 76 of the Specification, including but not limited to professional references as required.
- (c). be enhanced Disclosure and Barring Service (DBS) checked, with the right of work in the United Kingdom, and the Supplier shall provide disclosure of any information about a Supply Agency, whether available through the Disclosure and Barring Service (DBS) or otherwise that will affect the Supply Agency Worker ability to be engaged or fulfil any Assignment.
- (d). The obligation in Clause 5.2(d) shall also extend to ensuring that all Supply Agency Workers have undertaken all required safeguarding training. This includes training relevant regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006, the statutory guidance from the Department for Education (DfE) issued under section 175 of the Education Act 2002. The Education (Independent School Standards) Regulations 2014 and the Non-Maintained Special Schools (England) Regulations 2015 (as amended), Keeping Children Safe in Education (KCSIE) as amended from time to time.

- 5.3. The Supplier shall make best endeavours to identify all safeguarding risks, demonstrate adequate risk assessment, and control measures to identify all Supply Agency Workers on Site at any time and ensure that all personnel have been subject to the minimum standards stated above before commencement and during employment.
- 5.4. The Supplier shall use all reasonable endeavours not to make any changes to the Key Personnel as set out in Schedule 4 throughout the term of this Agreement and obtain the prior written approval of the Customer (such approval not to be unreasonably withheld or delayed) to any replacements for such persons.
- 5.5. The Customer shall be provided with evidence that all personnel due diligence has been undertaken prior to the commencement of any Assignment and prior to any new Supply Agency Workers' attending Site. The Supplier will also inform the Customer of all new Supply Agency Worker's names, DBS clearance numbers, and leavers as they occur.
- 5.6. The Customer reserves the right to request copies of all safeguarding data during the term of this Agreement.

## **6. Site Information**

- 6.1. The Site information, including core operating hours and the name and location of each Site, are more particularly set out in the Specification.

## **7. Mobilisation and Risk Management**

- 7.1. The Supplier shall:
  - (a). On or before the Commencement Date, the Supplier shall deliver a Mobilisation Plan to the Customer for the effective implementation of this Agreement, providing for the smooth transition and delivery at each stage, identifying any risk to the Service delivery, and providing appropriate planning and risk mitigation;

- (b). ensure that their mobilisation plan aligns with the Commencement Date and shall manage the transition process (if applicable) from the incumbent supplier over to the terms of this Agreement, and will further ensure minimal disruption to the Customer in any transition process;
- (c). have appropriate risk mitigation processes and procedures that will ensure continuity of Service during any disruption and that the operating model meets the required standards for this Agreement; and
- (d). implement appropriate risk mitigation processes and procedures that will ensure the operating model meets the required standards for the Agreement.

7.2. The Customer shall:

- (a). ensure that the Customer's Equipment used by the Supply Agency Worker in the delivery of the Services is fit for purpose, in good condition and kept in safe and workable order.
- (b). warrant that the Customer Equipment used by any Supply Agency Worker in the delivery of the Services complies with all relevant laws, statutes, regulations, and statutory guidance in force from time to time; and

## **8. Service Delivery**

- 8.1. The Supplier shall take instruction from the Customer Manager, or an authorised representative as notified to the Customer.
- 8.2. The Supplier shall not take instruction or provide any information about a Supply Agency Worker, by any means or to any other person, without the express prior written authorisation of the Customer Manager or their authorised representative, details of which shall promptly be made available in writing to the Supplier by the Commencement Date of this Agreement.
- 8.3. The Supplier shall not submit, propose, or otherwise introduce any Supply Agency Worker to the Customer on a speculative basis.

- 8.4. Without prejudice to any other provision of this Agreement, the Supplier shall accurately complete and otherwise process and provide information in accordance with such Service booking and any monitoring systems which the Customer may, from time to time, designate.
- 8.5. The Supplier agrees to conduct a review of any proposed Supply Agency Worker for an Assignment before introducing the Supply Agency Worker to the Customer. The Supplier shall introduce to the Customer only personnel who meet the minimum criteria for the position as stipulated by the Customer and who meet the requirements as set out in Clause 8.7.
- 8.6. Where a Supply Agency Worker is required by Applicable Law or any professional body to have any qualification, and, or minimum level of experience, authorisation, or certifications to work on the Assignment, the Supplier shall take all reasonably practicable steps to obtain and offer to provide copies of, any relevant qualifications, authorisations, or certifications to the Customer.
- 8.7. The Supplier shall take all reasonable and practicable steps to confirm that the person specification and the Supply Agency Worker are wholly suitable for the Assignment and meet the service-specific standards as amended from time to time by the Customer. If the Supplier is unable to fully comply with these requirements, it shall inform the Customer of the steps it has taken to obtain the necessary information.
- 8.8. Prior to the commencement of the Assignment, the Supplier shall send the Customer written confirmation as follows:
  - (a). the identity of the Supply Agency Worker;
  - (b). the Supply Agency Workers experience, training, qualifications, and authorisations necessary for the Assignment; and
  - (c). the Supply Agency Workers' availability to conduct the Assignment.
- 8.9. The Supplier shall, within ten (10) Business Days of receipt of a written request by the Customer, provide reasonable documentary evidence of its compliance with Clause 23.1.



## 9. Supply Agency Worker Introduction

- 9.1. If following the supply or Introduction of a Supply Agency Worker to the Customer within the Relevant Period, the Customer engages the Supply Agency Worker; the Customer shall pay the Supplier the Introduction Fee at the applicable rates as set out in the Specification.
- 9.2. The Introduction Fee will not be payable if the Customer gives written notice to the Employment Business that it intends to continue the hire of the Supply Agency Worker for a further period of not less than sixty (60) days (Extended Assignment) before it engages the Supply Agency Worker.
- 9.3. Where the Customer, in accordance with Clause 9.2, elects to have the Supply Agency Worker provided by the Supplier for an Extended Assignment:
- (a). the Charges payable by the Customer during the Extended Assignment shall be those applicable immediately before the Supplier receives the Client's notice of election;
  - (b). at the end of an Extended Assignment of not less than sixty (60) days, the Client may permanently engage the Supply Agency Worker without payment of the Introduction Fee to the Supplier; and
  - (c). if the Client elects an Extended Assignment but engages the Supply Agency Worker before the termination of the Extended Assignment period, the Introduction Fee may be charged by the Supplier, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Customer.
- 9.4. In any event, no introduction fee shall be payable by the Customer to the Supplier where the Supply Agency Worker has been engaged by the Customer for a period of more than sixty (60) days (whether continuous or not) in any twelve-month period.

## 10. Supply Agency Worker Performance and Management

- 10.1. The Supplier warrants that all Supply Agency Workers shall prior to the commencement date of any Assignment will be provided a written copy of all relevant particulars as set out in Clause 45(a) to (p) of the Specification including but not limited to the location, nature of the Assignment, working arrangements, and all applicable and Mandatory Policies of the Customer as amended from time to time.
- 10.2. If on Introduction the Customer, acting reasonably, believes that a Supply Agency Worker is unsuitable to perform the Assignment. The Customer reserves the right to reject the Supply Agency Worker as being unsuitable and shall within three (3) hours of the commencement of the Assignment notify the Supplier in writing of that fact giving the grounds for its dissatisfaction with the Supply Agency Worker.
- 10.3. If the Customer notifies the Supplier of an unsatisfactory Supply Agency Worker in accordance with Clause 10.2:
- (a). the Supplier shall make all reasonable endeavours to provide a suitable replacement Supply Agency Worker to the Customer.
  - (b). provided the Customer has complied with the notice requirements in Clause 10.2 no Charge shall be payable in respect of the unsatisfactory Supply Agency Worker;
- 10.4. In the event of any of the circumstances set out in Clause 60(a) to (h) of the Specification, the Supplier shall fully indemnify the Customer in respect of the Charges for the relevant Assignment and shall use reasonable endeavours to either provide a suitable replacement Supply Agency Worker who meets the Customer's requirements or alternatively, and at the Customer sole discretion offer the Customer the option to cancel the Assignment without liability.
- 10.5. In any circumstances affecting the arrival or availability of the Agency Supply Worker the Supplier shall insure that the Customer is notified without delay, and the Supplier shall use their best endeavours to find a suitable replacement without delay.

- 10.6. The Customer may terminate an Assignment at any time on reasonable notice of not less than (90) minutes before the commencement of the Assignment and without liability. The Customer reserves the right to change its requirements at any time before the commencement of any Assignment without incurring any liability to the Supplier whatsoever, save for the payment of any Charges properly due for Services already delivered. Notice to the Supplier by the Customer may be given by telephone, email, or in writing.
- 10.7. In the event that the Customer is unable to terminate the Assignment on reasonable notice and the Supply Agency is unable to reassign the Supply Agency Worker to an alternative placement, the Customer shall remain liable to pay twenty-five per cent (25%) of the Charges that would have been payable for the first day or the remainder of the Assignment where less than one day.
- 10.8. Any Supply Agency Workers' provided under this Agreement shall, for the duration of the Assignment, remain under the instruction, supervision, and control of the Customer. The Customer, acting reasonably, reserves the right to terminate the Assignment in the event of the serious misconduct or poor performance of the Supply Agency Worker.

## **11. Service Performance and Quality Monitoring**

- 11.1. The Supplier shall:
- (a). have in place an appropriate management and Service Delivery structure with an effective communication system at both management and operational level that fosters a collaborative partnership-driven approach to support the Agreement effectively;
  - (b). provide an Account Manager who shall be the single point of contact for the Customer and shall have access to real-time information on all current matters to ensure accountability and the best possible value in the delivery of Services;
  - (c). ensure that the Account Manager has the necessary authority to bind the Supplier in all matters relating to the Services (including signing Change Orders).

- 11.2. The Supplier shall use appropriate monitoring procedures and tools to provide real-time on-Site quality management to ensure continuing improvement and compliance with Service performance standards to ensure that the service offering meets the Customer's future requirements. The measurement factors shall form part of the Key Performance Indicators. The inspection results, which the Supplier shall make available to the Customer, will support the parties in the effective management of this Agreement.
- 11.3. The Supplier shall provide the Customer with periodic reports at monthly intervals, in a format to be agreed upon between the parties, detailing the relevant Performance Metrics relating to the delivery of the Services. Such metrics shall encompass all relevant operational, compliance, and service quality indicators that the Customer reasonably requires to assess performance, identify trends, and support continuous improvement initiatives.
- 11.4. The overall performance and effectiveness of the Supplier shall be monitored by the Customer during this Agreement. The Customer reserves the right to adjust, introduce new, or remove Key Performance Indicators throughout the term of this Agreement. Where any such change or removal to the Key Performance Indicators results in a material and adverse change to the terms of the Agreement, then such change shall be agreed between the Customer and the Supplier in accordance with Clause 15 (Change Control) and Clause 32 (Variation).
- 11.5. Any resulting changes agreed to the services, Supply Agency Worker remuneration or any other aspect of this Agreement shall be of no effect unless confirmed in writing.

## **12. Complaint Management**

- 12.1. The Supplier shall implement and maintain a comprehensive, transparent, and robust complaint management process to address any complaints, concerns or feedback raised by the Customer or any relevant third parties in relation to the delivery of the Services.
  - (a). The complaint management process will include the following:
    - (i). the complaint process shall be easily accessible to all relevant stakeholders and clearly communicated through appropriate channels;

- (ii). upon receipt of a complaint, the Supplier shall acknowledge the complaint in writing within two (2) Business Days to indicate that the issue is under review;
- (iii). an impartial investigation of all complaints, ensuring a fair and timely resolution;
- (iv). the Supplier shall propose a resolution or, when appropriate, corrective actions within ten (10) Business Days from the receipt of the complaint. In instances requiring a more extensive investigation, the Supplier shall provide regular updates to all relevant stakeholders on the status of the resolution process.

12.2. The Supplier is required to implement a robust escalation process that is suitable, easily accessible, and transparent and shall include clear and timely communication, collaboration with a commitment to resolving the issue promptly and a systematic approach to capturing lessons learned from each case to enhance future performance and service delivery.

12.3. The Supplier shall maintain a full record of all complaints, resolutions, and any corrective actions taken. These records shall be made available to the Customer upon request.

### **13. Customer's Obligations**

13.1. The Customer shall:

- (a). When making a request for the provision of Supply Agency Worker, the Customer shall give the Supplier full details of:
  - (b). the date on which the Client requires the Supply Agency Worker to commence the services and the duration, or likely duration, of the Services;
  - (c). the position which the Customer requires, including the type and nature of duties the Supply Agency Worker in that position would be required to undertake, the location and the hours during which the Supply Agency Worker would be required, and (if required) any risk to health or safety known to the Customer and what steps the Customer has taken to control such risks;

- (d). the experience, training, qualifications, and any professional authorisations which the Customer considers necessary, or which are required by law, or by any professional body;
- (e). any expenses payable by, or to be reimbursed to the Supply Agency Worker; and
- (f). any information reasonably required by the Supplier to fulfil its obligations under the Agency Workers Regulations 2010.

13.2. Further, the Customer shall:

- (a). use reasonable endeavours to cooperate with the Supplier in all matters relating to the Services and the arrangements and the agreed schedule for the performance of the Services on Site by the Supply Agency Worker;
- (b). nominate and ensure that the Customer Manager has the authority to bind the Customer on all matters relating to the Services (including signing Change Orders);
- (c). provide access to the Customer's premises and such facilities and utilities as may reasonably be requested by the Supply Agency Worker and being agreed with the Supplier in writing in advance of the Supply Agency Worker's attendance at the Site;
- (d). provide to the Supplier all documents, information, items, and materials required under the Specification;
- (e). provide the Supplier and the Supply Agency Worker access to the Customer's Equipment (as necessary) by the Commencement Date and in the manner prescribed in the Specification;
- (f). inform the Supplier and the Supply Agency Worker (as required) of all Health and Safety, safeguarding, and security requirements at any of the Customer's premises to which the Supply Agency Worker will require access; and

- (g). allow the Supplier and the Supply Agency Worker to use any required and necessary data to fulfil their contractual obligations requirements, including contact with relevant individuals within their organisation or the Customer's approved third parties.

#### **14. Default by the Customer**

14.1. A failure by the Customer to comply with the terms of this Agreement can only relieve the Supplier from complying with its obligations under this Agreement with effect from the date on which the Supplier notifies the Customer in writing and with reasonable detail of the Customer's failure and its effect or anticipated effect on the Services.

#### **15. Change Control**

15.1. The parties may propose changes to the scope or execution of the Services; however, no proposed changes shall take effect until both parties have signed a relevant Change Order. A Change Order shall be a document setting out the proposed changes and the effect those changes will have on:

- (a). the Services;
- (b). the Charges; and
- (c). any terms of this Agreement.

15.2. If the Customer wishes to make a change to the Services:

- (a). it shall notify the Supplier, providing as much detail as is reasonably necessary to enable the Supplier to prepare the draft Change Order; and
- (b). the Supplier shall provide a draft Change Order to the Customer within ten (10) Business Days of receiving the Customer's request at Clause 23.2(a).

15.3. If the Supplier wishes to change the Services, it shall provide the Customer with a draft Change Order.

- 15.4. If the Supplier submits a draft Change Order to comply with any applicable safety or regulatory requirements and such changes do not affect the nature, scope, or Charges for the Services, the Customer shall not unreasonably withhold or delay consent.
- 15.5. If the parties:
- (a). agree to a Change Order, they shall sign it, and that Change Order shall amend this Agreement; or
  - (b). are unable to agree on the terms of a Change Order, either party may require the disagreement to be dealt with in accordance with Clause 51 (Multi-Tiered Dispute Resolution Procedure).
- 15.6. The Supplier shall not be entitled to charge for the time it spends on preparing and negotiating Change Orders that originate from the Customer under Clause 23.2.

## **16. Charges and Payment**

- 16.1. The Agency Fee Charges shall be fixed for a period of three (3) years from the Commencement Date and may only be varied annually by a percentage not exceeding the uplift in the National Living Wage (NLW) applicable for the relevant year. Any proposed variation to the Charges shall not take effect and shall apply to any extension period unless and until such variation has been agreed in writing by the parties in accordance with Clause 15 (Change Control) and Clause 32 (Variation).
- 16.2. Subject to Clause 24, in consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges as set out in Schedule 3 of this Agreement and by electronic transfer to a bank account nominated by the Customer.
- 16.3. All invoices shall be accompanied by supporting electronic information in a format agreed upon by the Customer, specifying the amount that the Supplier considers due to it on the payment due date and on the basis of which that sum is calculated.

- 16.4. the Supplier shall procure and ensure that every Supply Agency Worker whom the Customer engages completes a timesheet for authentication by the Customer, which shall record time spent on the delivery of the Services, and the Supplier shall indicate the time spent per each Supply Agency Worker in its invoices.
- 16.5. The Supplier shall invoice the Customer for the Charges at the intervals specified, or if no intervals are specified, the Supplier shall invoice the Customer at the end of each monthly accounting period for Services performed during that month.
- 16.6. If the Customer is unable to sign a timesheet produced for authentication by a Supply Agency Worker because the Customer disputes the hours claimed by the Supply Agency Worker, the Customer shall inform the Supplier as soon as is reasonably practicable and shall fully co-operate fully and in a timely fashion to enable the Supplier to establish what hours, (if any), were worked by the Supply Agency Worker.
- 16.7. the Customer acknowledges that it shall not decline to authenticate a Supply Agency Worker time sheet on the basis that it is dissatisfied with the performance of the Supply Agency Worker. In cases of unsuitable or unsatisfactory work, the provisions of Clause 10 shall apply.
- 16.8. The Customer shall pay each undisputed and reconciled invoice submitted to it by the Supplier within thirty (30) days of receipt by electronic transfer to a bank account nominated in writing by the Supplier.
- 16.9. If the Customer receives an invoice that it reasonably believes includes a sum that is not valid and properly due:
- (a). the Customer shall notify the Supplier in writing as soon as reasonably practicable;
  - (b). the Customer's failure to pay the disputed Charges shall not be deemed to be a breach of this Agreement;

- (c). the Customer shall pay the balance of the invoice which is not in dispute by the due date for the payment of the invoice; and
  - (d). once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within thirty (30) Business Days, and where the Supplier is required to issue a service credit, it shall do so within ten (10) Business Days. No interest for late payment shall be paid or payable by the Customer.
- 16.10. The Customer may, at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement.
- 16.11. Where applicable, on each Change Order document, as agreed in accordance with Clause 23 (Change Control), a pricing assessment will be completed and agreed by the Supplier and the Customer.
- 16.12. Any exercise by the Customer of its rights under this Clause 25 shall not limit or affect any other rights or remedies available under this Agreement or otherwise.

## **17. Audit**

- 17.1. The Supplier shall allow the Customer (or its professional advisers) to access the Supplier's premises, systems, and relevant financial and other records during Business Hours to verify that the Charges and any other sums charged to the Customer under this Agreement are accurate.
- 17.2. Subject to the Supplier's confidentiality obligations, the Supplier shall provide the Customer (and its professional advisers) with all reasonable cooperation, access, and assistance in relation to each audit.
- 17.3. The Customer shall provide at least ten (10) Business Days' notice of its intention to conduct an audit and any audit shall be conducted during Business Hours.

- 17.4. The Customer and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies. The Supplier shall provide the necessary facilities to assist in copying free of charge.

## **18. Intellectual Property Claims**

- 18.1. The Supplier shall, in the event of an Intellectual Property Claim (IPR Claim) by a third party or howsoever arising:

- (a). indemnify the Customer in full against all liabilities, costs, expenses, damages, and losses, including but not limited to any direct, indirect, or consequential losses, loss of reputation, and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Customer arising out of, or in connection with the receipt, use or supply of the Services by the Supplier (excluding the Customer Materials).

- 18.2. Where the Supplier is required to indemnify the Customer under Clause 27, the Customer shall:

- (a). as soon as reasonably practicable, notify the Supplier in writing of any claim against it in respect of which it wishes to rely on the indemnity at Clause 27.1(a);
- (b). allow the Supplier, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Supplier shall obtain the Customer's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c). provide the Supplier with such reasonable assistance regarding the IPR Claim as is required by the Supplier, subject to reimbursement by the Supplier of the Customer's costs so incurred; and
- (d). not, without prior consultation with the Supplier, make any admission relating to the IPR Claim or attempt to settle it, provided that the Supplier considers and defends any IPR Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute.



## 19. Indemnities and Insurance

- 19.1. The Supplier shall indemnify the Customer and any successor and to the extent required from time to time by the Client or any such successor, its officers, agents and employees, against all liabilities, costs, expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Customer or any successor arising out of or in connection with the Suppliers negligence, misrepresentation or the breach of any obligation to be performed by the Supplier under this Agreement.
- 19.2. The Supplier shall Indemnify the Customer and any successor against all liability, assessment, or claim:
- (a). for any National Insurance contributions, income tax or other liability to taxation where such liability, assessment or claim arises or is made in connection with payments in respect of any Supply Agency Worker while provided as such by the Supplier to the Customer; or
  - (b). arising from any Supply Agency Worker having at any time claimed, or being held or deemed, to have been an employee of the Customer, including against any liability arising from or in connection with any claim for wrongful or unfair dismissal or for a payment due to redundancy.
  - (c). arising out of or in connection with any transfer, or deemed or alleged transfer, by operation of law of any of the Suppliers employees or any Supply Agency Worker occurring pursuant to the termination of this Agreement; and
  - (d). arising out of a breach or alleged breach by the Supplier, its subcontractors, or any other intermediaries of the Agency Workers Regulations 2010.
- 19.3. The Supplier shall be responsible for the deduction and payment of all income tax, National Insurance contributions and other levies in respect of persons employed by the Supplier or any Supply Agency Worker and shall Indemnify the Customer and any successor against all liability to

make such statutory payments that may be suffered or incurred by the Customer and any successor to the Customers business.

- 19.4. If either party receives an allegation that there has been a breach of the Agency Workers Regulations 2010 in relation to the supply of a Supply Agency Worker to the Customer by the Supplier, whether that allegation has been made as a request for information under Regulation 16 of the Agency Workers Regulations 2010 or otherwise, it shall provide a copy of that allegation to the other party within five (5) Business Days of receipt. The parties shall cooperate with each other in responding to that allegation, which shall include supplying any information which may be reasonably requested by the other party and complying with any reasonable requests in relation to the contents of any response.
- 19.5. to ensure compliance with the Agency Workers Regulations 2010, the Supplier will, within five (5) Business Days of receiving a written request from the Client, provide it with details of:
- (a). the number of Supply Agency Workers that it is currently supplying to the Customer;
  - (b). the parts of the Customer's undertaking in which those Supply Agency Workers are assigned;
  - (c). the type and nature of duties that those Supply Agency Workers are undertaking; and
  - (d). together with any other information which the Customer may reasonably request in relation to any payments made by the Supplier, its subcontractors, or any other intermediaries to any Supply Agency Workers.
- 19.6. The Supplier shall, during the term of this Agreement and for a period of six (6) years after the expiry or termination of this Agreement, maintain in force with a reputable insurance company insurance policies including but not limited to professional indemnity insurance at an amount not less than £10,000,000 and public liability insurance of no less in any one year of £5,000,000 per claim to cover the liabilities that may arise under or in connection with this Agreement and shall



produce to the Customer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **20. Compliance with Law and Policies**

- 20.1. In performing its obligations under this Agreement, the Supplier shall comply with:
- (a). the Employment Rights Act 1996 and all related legislation and regulations as may be in force from time to time and any employment guidance or related policies and instructions which may be issued to the Supplier by the Customer; and
  - (b). the Mandatory Policies and Procedures.
- 20.2. Without limiting the generality of the obligation under Clause 29.1 during any period during which a person is working at the Supplier's disposal and carrying out activities or duties or receiving relevant training, the Supplier shall comply with all Health and Safety requirements, including any relevant risk assessment, and the provision and instruction on the use of any protective equipment to manage any such foreseeable risk.

## **21. Data Protection**

- 21.1. For the purposes of this Clause 30, Controller, Data Subject, Data Breach and Personal Data, Processing, Processor, Supervisory Authority, and appropriate technical and organisational measures shall have the meanings given to them in the Applicable Data Protection Laws.
- 21.2. The Supplier and Customer agree that they will only do so in accordance with the Applicable Data Protection Laws when performing the Services. It is agreed that the parties:
- (a). shall process the Personal Data only on the written instructions of the Controller and only for the purposes of carrying out the Services under this Agreement;
  - (b). will only process the Personal Data within the United Kingdom and will not transfer any Personal Data or agree for the Personal Data to be transferred outside the United

Kingdom without the prior written consent of the Controller, which consent may be withheld by the Controller without further explanation;

- (c). at all times, ensure that all relevant employees and other representatives accessing the Personal Data are aware of the terms of this Agreement, have received appropriate training in relation to the Applicable Data Protection Laws and associated practices, and have agreed to keep the Personal Data confidential;
- (d). shall put in place and maintain during the term of this Agreement such technical, operational, and organisational measures as are necessary to ensure that an appropriate level of security is maintained and will, at all times as a minimum, comply with the security of processing requirements set out in Article 32 of the UK GDPR (Security of Processing);
- (e). the Processor agrees that these security measures shall remain in place after the termination or expiry of this Agreement to protect the confidentiality of Personal Data; and
- (f). shall not subcontract the processing of the Personal Data without the prior written consent of the Controller, which consent may be withheld by the Controller without reason. In the event, that consent is given for a third party to process the Personal Data, that third party must also enter into a data processing agreement containing the relevant provisions on processing as set out in this Agreement and referred to in Article 28 of the UK GDPR.

21.3. In the event that the Controller is required to respond to requests from individuals exercising their rights as set out in Chapter 3 of the UK GDPR (Rights of the Data Subject), including but not necessarily limited to the rights to erasure, rectification, access, restriction, portability, objection and not being subject to automated decision making, then the Processor shall, so far as it is possible to do so, assist the Controller in dealing with those requests within such time limits as are appropriate in the circumstances.

- 21.4. The Processor shall assist the Controller in ensuring compliance with the obligations as set out in Articles 32 to 36 of the UK GDPR (Security of Processing) in relation to the security of the processing, the notification of a Data Breach to the Supervisory Authority, the communication of a Data Breach to the data subject, the carrying out of any data protection impact assessment or a consultation with the Information Commissioner's Office (ICO) in connection with such an assessment.
- 21.5. The Processor shall, at the request of the Controller, securely delete the Personal Data or return the same to the Controller, as the Controller shall instruct at the appropriate time or on the termination or expiry of this Agreement.
- 21.6. In the event that the Processor is required to delete the Personal Data, then, unless there is an obligation upon the Processor to retain such Personal Data, this shall be taken to include the destruction of all existing copies (howsoever stored); the Processor shall provide certification of destruction of all Personal Data.
- 21.7. The Processor will, on the receipt of a request from the Controller to do so, make immediately available to the Controller all information necessary to demonstrate compliance with their obligations under this Agreement. The Processor shall permit and contribute to any audits, inspections, or other verification exercises as shall be required by the Controller from time to time.
- 21.8. The Processor and, where applicable, the Processor's representative shall maintain at all times a record of all categories of processing activities conducted on behalf of the Controller, which will include:
- (a). the name and contact details of the Processor and of each Controller on behalf of which the Processor is acting, and, where applicable, the Controller's or the Processor's Data Protection Officer or other authorised representative;
  - (b). the categories of processing carried out on behalf of each Controller;

- (c). where applicable, details of the transfer of Personal Data to any third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the UK GDPR, the documenting of suitable safeguards;
  - (d). a general description of the technical and organisational security measures referred to in Article 32(1) of the UK GDPR.
- 21.9. The Processor shall maintain the integrity of the Personal Data without alteration, ensuring that the Personal Data can be separated from any other information created; and
- 21.10. the Processor shall immediately contact the Controller in the event that there is any Data Breach or incident where the Personal Data or the confidentiality of any person may have been compromised.
- 21.11. The Supplier acknowledges and agrees that the Customer is a public authority for the purposes of the Freedom of Information Act 2000 (FOIA) and the Environment Information Regulations (EIR) and that public authorities have certain information disclosure requirements.
- 21.12. The Supplier shall, without cost, assist and cooperate with the Customer to enable compliance with any relevant requests for information with which the Customer is obliged by FOIA or EIR to comply.
- 21.13. The Supplier shall procure that any relevant sub-suppliers shall:
- (a). transfer any requested information to the Customer's representative as soon as practicable after receipt and in any event within five (5) Business Days of the Customer requesting the information; and



- (b). provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to a request for information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the EIR.

21.14. The Supplier shall in no event respond directly to a request for information unless expressly authorised to do so in writing by the Customer. The Customer shall be responsible for determining at its absolute discretion, and notwithstanding any other provision in these data processing Clauses or any other Agreement, whether any information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.

## **22. Confidentiality**

22.1. Subject to the exemptions of the FOIA, Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives, whether before or after the date of this Agreement in connection with the Services including but not limited to:

- (a). the existence and terms of this Agreement;
- (b). any information that would be regarded as confidential by a reasonable businessperson relating to:
  - (c). the business, assets, affairs, customers, clients, suppliers, or plans of the disclosing party; and
  - (d). the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (e). any information developed by the parties in the course of carrying out this Agreement; and
- (f). any information detailed in Schedule 3.



- 22.2. Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and professional advisers.
- 22.3. The provisions of this clause shall not apply to any Confidential Information that:
- (a). is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
  - (b). was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
  - (c). was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
  - (d). the parties agree in writing is not confidential or may be disclosed.
- 22.4. Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- (a). use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (Permitted Purpose);  
or
  - (b). disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 31.
- 22.5. A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a). it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

- (b). at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 22.6. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 31.5, it takes into account the reasonable requests of the other party in relation to the content of the disclosure.
- 22.7. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this are granted to the other party or to be implied from this agreement.
- 22.8. On termination or expiry of this Agreement, each party shall:
- (a). destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information;
  - (b). erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
  - (c). certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating, or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 33 (Termination).

- 22.9. No party shall make or permit any person to make any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 22.10. Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 22.11. The above provisions of this clause 31 shall continue to apply after termination or expiry of this Agreement for a period of five (5) years from termination or expiry of this Agreement.
- 22.12. In performing its obligations under this agreement, the Supplier shall comply with the Mandatory Policies.

### **23. Limitation of Liability**

- 23.1. References to liability in this Clause 32 ('Limitation of Liability') apply to every liability arising under or in connection with this Agreement, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 23.2. Nothing in this Clause 32 shall limit the Customer's obligations under this Agreement.
- 23.3. Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:
- (a). death or personal injury arising from negligence;
  - (b). fraud or fraudulent misrepresentation;
  - (c). breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or any other liability that cannot be limited or excluded by Applicable Laws.

- 23.4. Subject to Clause 32.3, the Customer's total liability to the Supplier:
- (a). for damage to property caused by the negligence of its employees and agents in connection with this Agreement shall not exceed £25,000 for any one event or series of connected events;
  - (b). for loss arising from the Customer's failure to comply with its data processing obligations under Clause 30 (Data Protection) shall not exceed £25,000; and
  - (c). for all other loss or damage which does not fall within sub-Clause (a) or (b) shall not exceed £50,000.
- 23.5. If requested to do so, the Supplier shall give all reasonable assistance and cooperation and provide to the Customer any relevant documents which are not confidential in connection with any inquiry, regulatory or legal matter arising out of, or in connection with, the provision of the Services.

## 24. Termination

- 24.1. Without affecting any other right or remedy available to it, the Customer may terminate this Agreement with immediate effect by written notice to the Supplier if:
- (a). the Supplier commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of not less than thirty (30) days after being notified in writing to do so;
  - (b). the Supplier repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
  - (c). the Supplier suspends or threatens to suspend the payment of its debts or is unable to pay its debts as they fall due or admits an inability to pay its debts or is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 as if the words 'it

is proved to the satisfaction of the Court' did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

- (d). the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters any compromise or arrangement with any of its creditors;
- (e). the Supplier applies to the Court for or obtains a moratorium under Part AI of the Insolvency Act 1986;
- (f). a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of the Supplier (being a company);
- (g). an application is made to the Court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed over the Supplier (being a company, partnership, or limited liability partnership);
- (h). the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (i). a person becomes entitled to appoint a receiver over all or any of the assets of the Supplier, or a receiver is appointed over all or any of the assets of the Supplier;
- (j). a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of the other Supplier's assets and such attachment or process is not discharged within fourteen (14) days;

- (k). any event occurs, or proceedings taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 33.1(g) to Clause 33.1(m) (inclusive);
  - (l). suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  - (m). its financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.
- 24.2. Where under Clause 24 (Termination), the Customer exercises discretion in connection with the termination of this Agreement, the scope of such discretion shall be construed in light of the nature and purpose of this Agreement. The Customer shall exercise such discretion in good faith, for a proper purpose, and in a manner that is neither arbitrary nor capricious, having due regard to all relevant circumstances.

24.3. Proposed New Clause at 24.3

## **25. Obligations on Termination or Expiry**

25.1. On termination or expiry of this Agreement:

- (a). the Supplier shall immediately deliver to the Customer all the Customer Materials. If the Supplier fails to do so, the Customer may enter the Supplier's premises during Business Hours and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for the safe keeping of all Customer Materials in its control and will not use them for any purpose not connected with this Agreement;
- (b). the Supplier shall, if requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it.

## **26. Payments Due in Consequence of Termination**

- 26.1. The Supplier shall indemnify the Customer and keep the Customer indemnified against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of reputation and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:
- (a). termination of this Agreement pursuant to Clause 24.1; and
  - (b). any claim made against the Customer by a third party arising out of or in connection with the supply of the Services to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier, its employees, agents, or subcontractors.
- 26.2. This indemnity shall at all times cover the full amount of all monies payable under or in connection with this Agreement, irrespective of any intermediate payment or discharge in full or in part of the Customer's obligations.
- 26.3. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## **27. Inadequacy of Damages**

- 27.1. Without prejudice to any other rights or remedies that the Customer may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Supplier. Accordingly, the Customer shall be entitled to the



remedies of injunction, specific performance, or other equitable relief for any threatened or actual breach of the terms of this Agreement.

## **28. Survival**

28.1. On the termination or expiry of this Agreement, the following Clauses shall continue in force: Clause 1 (Interpretation), Clause 3 (TUPE), Clause 17 (Audit), Clause 18 (Intellectual Property Rights), Clause 21 (Data Protection), Clause 22 (Confidentiality), Clause 24 (Limitation of Liability), Clause 25 (Termination), Clause 26 (Obligations on Termination), Clause 27 (Termination Indemnity), Clause 28 (Inadequacy of Damages), Clause 28 (Survival), Clause 33 (Waiver), Clause 35 (Severance), Clause 37 (Conflict), Clause 42 (Multi-Tiered Dispute Resolution Procedure), Clause 43 (Governing Law) and Clause 44 (Jurisdiction).

## **29. Force Majeure**

29.1. Force Majeure Event means any circumstance not within a party's reasonable control, including and without limitation:

- (a). flood, drought, earthquake, or other natural disaster;
- (b). epidemic or pandemic;
- (c). terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking of diplomatic relations;
- (d). nuclear, chemical, or biological contamination or sonic boom;
- (e). any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, or prohibition;
- (f). collapse of buildings, fire, explosion, or accident or any ability by the Supplier or Customer to inhabit the Customer's premises which would materially or significantly prohibit or limit the supply of the Services; and

- (g). interruption or failure of utility service.

29.2. Provided it has complied with Clause 29.3 if a party is prevented, hindered, or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for the performance of such obligations shall be extended accordingly.

29.3. The Affected Party shall:

- (a). as soon as reasonably practicable after the start of the Force Majeure Event but no later than five (5) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- (b). use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

29.4. If the Force Majeure Event prevents, hinders, or delays the Affected Party's substantial performance of its obligations for a continuous period of more than four (4) weeks, during which time the Services would have otherwise been provided to the Customer, the party not affected by the Force Majeure Event may terminate this Agreement by giving four (4) weeks' written notice to the Affected Party.

### **30. Assignment and Other Dealings**

30.1. The Supplier shall not assign, transfer, charge, subcontract, delegate, or declare a trust over, or deal in any other manner with, any of its rights and obligations under this Agreement without the prior written consent of the Customer.

- 30.2. Where the Customer consents to an Assignment or subcontract pursuant to Clause 40.1, the Supplier shall provide the other party with a copy of any proposed Assignment agreement or subcontract, together with any information that the Customer may reasonably require about the proposed assignee or subcontractor.
- 30.3. If the other party gives its consent to the Assignment or subcontract, the first party shall implement an appropriate system of due diligence, audit, and training for the assignee or subcontractor designed to ensure compliance and undertakes in writing to the Customer to be bound by Supplier's obligations under this Agreement.
- 30.4. The Customer may, at any time, assign, charge, subcontract, delegate, declare a trust over, or deal with any or all of its rights under this Agreement in any other manner.
- 30.5. The Customer reserves the right to engage alternative service providers for specific and specialised works, where deemed necessary.

## **31. Variation**

- 31.1. Subject to Clause 23 (Change Control), no variation of this Agreement shall be effective unless it is in writing and signed by the parties or their authorised representatives.

## **32. Waiver**

- 32.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 32.2. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

32.3. A party that waives a right or remedy provided under this Agreement or by law in relation to one party or takes or fails to take any action against that party does not affect its rights in relation to any other party.

### **33. Rights and Remedies**

33.1. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

### **34. Severance**

34.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

34.2. If any provision or part-provision of this Agreement is deemed deleted under Clause 44.1, the parties shall negotiate in good faith to agree to a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **35. Entire Agreement**

35.1. This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

35.2. Each party agrees that it shall have no remedies with respect to any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

35.3. Each party agrees it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.



## **36. Conflict**

36.1. If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.

## **37. No Partnership or Agency**

37.1. Nothing in this Agreement is intended to or shall be deemed to establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter any commitments for or on behalf of any other party.

37.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **38. Third-Party Rights**

38.1. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

38.2. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

## **39. Notices**

39.1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

(a). delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b). sent by email to the address specified in Schedule 4.

39.2. Any notice or communication shall be deemed to have been received:



- (a). if delivered by hand, at the time the notice is left at the proper address;
- (b). if sent by pre-paid first-class post or other next working day delivery service at 9.00 am on the second Business Day after posting; or
- (c). if sent by email at the time of transmission, or if this time falls outside Business Hours in the place of receipt, when business hours resume. In this Clause 39.2(c), Business Hours mean 9.00 am to 5.00 pm, Monday to Friday, on a day that is not a public holiday in the place of receipt.

39.3. This Clause 49 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### **40. Counterparts**

40.1. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

40.2. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt, not just a signature page) by email (in .pdf or .jpg or other agreed format) shall take effect as the transmission of an executed 'wet ink' counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the validity of the Agreement thus made, each party shall, on request, provide the other with the 'wet ink' hard copy original of their counterpart.

40.3. No counterpart shall be effective until each party has provided at least one (1) executed counterpart to the other.

#### **41. Multi-Tiered Dispute Resolution Procedure**

41.1. If a dispute arises out of or in connection with this Agreement or the performance, validity, or enforceability of it (Dispute), then the parties shall follow the procedure set out in this Clause:



- (a). either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, authorised representatives of the Customer and the Supplier shall attempt in good faith to resolve the dispute;
- (b). if the Dispute remains unresolved for thirty (30) days after it being raised, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR Notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR.

41.2. The commencement of mediation shall not prevent the parties from commencing or continuing Court proceedings in relation to the Dispute under Clause 53 (Jurisdiction), which Clause shall apply at all times.

#### **42. Governing Law**

42.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

#### **43. Jurisdiction**

43.1. Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

#### **44. Execution**

This Agreement has been entered into on the date stated at the beginning of it.

**Customer:**



Signature: \_\_\_\_\_  
For and on behalf of the Aspire Academy Trust

Name: [REDACTED]

Position: [REDACTED]

**Supplier:**

Signature: \_\_\_\_\_  
For and on behalf of Zen Educate Ltd

Name: [REDACTED]

Position: [REDACTED]

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**SCHEDULE I: SPECIFICATION**

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## Background

1. Originally established as a single academy trust in 2010, the Aspire Academy Trust now comprises 37 primary academies across Cornwall, from Carbis Bay in the west to Bude in the northeast. The largest single-setting is Indian Queens Primary School in mid-Cornwall, the smallest, Coverack Primary School on The Lizard Peninsula. Each academy proudly retains its own identity and sense of place in the local community but as a member of the Aspire family, better provision, richer resources, higher standards and exceptional learning experiences can be ensured for all.

The trust is an inclusive trust. Each Aspire academy believes in providing every child with the opportunity to experience an outstanding education, both academically and emotionally and socially. By rigorously identifying the barriers to learning, providing an inspiring and relevant curriculum that considers the whole child and providing the necessary support for children to achieve and develop, all children will reach their true potential.

By nurturing intellectual curiosity, self-reliance, tenacity of purpose, and commitment to others, Aspire Academy Trust pupils will be fully equipped to make a difference in a complex and changing world.

2. For further information, please visit: [Welcome to The Aspire Academy Trust Website](#)



## **a. Current Service Overview**

3. Cover is predominantly required for Teaching and Teaching Assistant posts, for short term absence including sickness or CPD or authorised other absence. Longer term cover is also a significant requirement e.g., long term sickness cover or while a role is being recruited.
4. The need for specialist SEN experience for teachers and Teaching Assistants is on the increase in all schools and to support Hatch, the site specialist support provision.
5. Currently, each school in the Trust refer to a Supply Agency Provider in the instance the cover is required. A preferred Supply Agency Agreement is in place with ZEN Educate which finishes at the end of August 2025. The schools make the bookings directly with the Supply Agency provider, with the agreement managed centrally by the Trust HR Team.
6. The Trust data on bookings can be found at Document 9 Supply Agency Data.

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## b. Contract Overview

7. This tender opportunity has been issued by Aspire Academy Trust (“the Trust”). The proposed contract will be for the provision of supply agency services for all schools within the Trust.
8. The Trust is looking to appoint a **single Provider** who will provide Supply Agency Services to the Trust.
9. The Provider is required to provide both emergency and planned absence for Teachers and Teaching Assistants to all schools within the Trust.
10. Selection of a Supply Agency Worker will be based solely on their suitability to cover the post. The expectation is for the Provider to commit to a 92%.
11. Full details of contract requirements are given within this document.

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## c. Site Information

12. The sites pertaining to this tender opportunity are given below:

Site	Address
Biscovery Academy	Lamellyn Road, Par, Cornwall PL24 2DB
Biscovery Nursery & Infants	Lamellyn Road, Par, Cornwall PL24 2DB
Breage CofE Primary School	Trewithick Rd, Breage, Helston TR13 9PZ
Bude Primary Academy - Infants	Broadclose Hill, Bude EX23 8EA
Bude Primary Academy - Juniors	Broadclose Hill, Bude EX23 8DR
Bugle School	Fore Street, Bugle, St Austell, Cornwall PL26 8PD
Carnyorth Residential Outdoor Centre	Carnyorth Hill, St Just, Penzance TR19 7QE
Connor Downs Academy	Mutton Hill, Connor Downs, Hayle, Cornwall TR27 5DH
Coverack Primary School	School Hill, Coverack, Helston, Cornwall TR12 6SA
Crowan Primary School	Moorfield, Praze-an-Beeble, Camborne, Cornwall TR14 0LG
Cubert Primary School	Chynowen Lane, Cubert, Newquay, Cornwall TR8 5HE
Cusgarne Primary School	Cusgarne, Truro, Cornwall TR4 8RW
Delabole Primary School	High Street, Delabole, Cornwall PL33 9AL
Grade-Ruan CofE Primary School	Ruan Minor, Helston, Cornwall



Site	Address
	TR12 7JN
Indian Queens Primary School	Off Suncrest Estate, Indian Queens, St Columb, Cornwall, TR9 6QZ
Manaccan Primary School	Church Town, Manaccan, Helston, Cornwall, TR12 6HR
Mawgan in Pydar Primary School	St Mawgan Village, Newquay, Cornwall TR8 4EP
Mount Hawke Primary School	Rodda's Road, Mount Hawke, Truro, Cornwall TR4 8BA
Nansledan School	William Hosking Road, Nansledan, Newquay, Cornwall TR8 4FX
Nansloe Academy	Bulwark Rd, Helston TR13 8JF
Padstow School	Grenville Road, Padstow, Cornwall PL28 8EX
Probus Primary School	Ladock Road, Probus, Truro TR2 4LE
Sandy Hill Academy	Sandy Hill, St Austell, Cornwall PL25 3AT
St Breock Primary School	Tremarren Road, Wadebridge, Cornwall PL27 7XL
St Keverne Primary School	School Hill, St Keverne, Helston, Cornwall TR12 6NQ
St Mawes Primary School	Grove Hill, St Mawes, Truro, Cornwall TR2 5BP
St Minver Primary School	Rock Road, St Minver, Wadebridge, Cornwall PL27 6QD
St Stephen Churchtown Academy	Creakavose, St Stephen, St Austell, Cornwall PL26 7NZ



Site	Address
St Uny CofE Primary Academy	Polmennor Drive, Carbis Bay, St Ives, Cornwall TR26 2SQ
Summercourt Academy	School Road, Summercourt, Newquay, Cornwall TR8 5EA
Tintagel Primary School	Treven, Tintagel, Cornwall PL34 0DU
Tregolls Academy	Chellew Road, Truro, Cornwall TR1 1LH
Treverbyn Academy	Stenalees, St Austell, Cornwall PL26 8TL
Treverbyn Trailblazers	Treverbyn Rd, Saint Austell PL26 8TL
Truro Learning Academy	Albany Road, Malabar, Truro, Cornwall TR1 3PQ
Warbstow Primary Academy	Warbstow, Launceston, Cornwall, PL15 8UP
Whitemoor Academy	Crown Road, Whitemoor, St Austell, Cornwall PL26 7XQ



## **d.Shared Vision, Values & Ethos**

13. The Trust requires that the Provider shall embrace their vision, values and ethos, whilst demonstrating alignment to them in all aspects of the delivery of the contract, throughout the contract term.
14. Providers are encouraged to familiarise themselves with these and are referred to the Trust website for further information.

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## e. Contract Delivery

### Service Delivery

15. Fulfilment of a request shall be defined as the supply of a suitable Supply Agency Worker, accepted by the school, within the timeframe as set out in the Service Level Agreement.

### Mobilisation Plan

16. The Provider shall provide the Services in accordance with any Mobilisation Plan as agreed with the Trust.
17. The Provider shall deliver a draft Mobilisation Plan to the Trust on or before the commencement of the Services. The draft Mobilisation Plan shall be sufficiently detailed as is necessary to manage the implementation of the Services effectively. Once agreed with the Trust, the Provider shall monitor its performance jointly with the Trust against the Implementation Plan.

### Service Value

18. The Provider must deliver a service which represents and continues to represent excellent value for money in light of pressures on spending that continue to exist within the education sector.
19. Regardless of the service model proposed, the Provider must establish a process of year-on-year improvement, by setting measurement tools at the beginning of each year of the Contract in agreement with the Trust. The Provider shall be mindful of future developments and ensure that any service offering will be able to be further developed to meet future requirements, which will be measured against the relevant year's baseline.



## f. Service Provider Requirements

### Accreditations

20. A Provider must be accredited by one of these bodies:
  - a. The Recruitment and Employment Confederation
  - b. The Association of Professional Staffing Companies
  - c. Standards in Recruitment

### Vacancies

21. The Provider must be able to supply and manage the effective provision of Supply Agency Workers across all schools within the Trust.
22. The Provider must be able to supply Agency Workers themselves and not through other Agencies.
23. All Assignments are to cover the core operating hours of the school, that is; [5 days a week, over the school operation period of 38 weeks + 5 training days.]:
  - a. in all skill sets required for cover of Teaching staff, Teaching Assistants across all schools within the Trust.
  - b. Provision of SEN experienced teaching and teaching staff is becoming increasingly important in schools and to serve specialist support units.
  - c. in a timely manner i.e., in accordance with the timescales set out for individual service delivery or assignments.
24. The Provider should fill the vacancy with the Supply Agency Worker that most closely meets the job description and person specification (or equivalent) as provided by the school.
25. The Provider shall be expected to demonstrate how they will;
  - a. ensure that the number of roles 'unfilled' is reduced on any future agreement, which will ultimately increase the level of spend through the contract.
  - b. deliver a service which meets the needs of the Trust to which they supply Services.
  - c. In doing this the Provider must deliver, to the Trust, Services which meet the needs of the Trust.
  - d. ensure that their staff provide Supply Agency Workers with access to work in a fair and non-discriminatory manner.

### Booking Process



26. The Provider shall have the facility for schools to request a Supply Agency Worker via a variety of channels (i.e., via email, telephone, or through an electronic booking system) and in a manner which is instantaneous. The Trust shall define the preferred method(s) of format(s) prior to the commencement of the Contract.
27. The Provider shall ensure that sufficient information is collected at the time of the school's request to enable the correct skillset, experience level and grade (appropriately skilled and experienced for the role and available and willing to accept the relevant pay rate) of Supply Agency Worker to be supplied and for the specified management information to be collected and provided.
28. The Provider's response team shall be staffed by personnel that are suitably trained and experienced in the chosen system(s) being used, between the service hours of [7.30am and 5.30pm. Monday to Friday over the core school operating period of 39 weeks].
29. A telephone booking system shall also be available for booking requests made outside regular office hours. Such a system should not be via a premium rate telephone number.

### **Timesheets**

30. The Provider shall have the facility to operate an electronic timesheet process to support invoicing.
31. The Provider will manage timesheets to ensure:
  - a. Supply Agency Workers complete and submit a timesheet to the relevant school for authorisation before it is returned to the Provider.
  - b. Where required, the Provider shall have the facility for either a paper timesheet to be used by the Supply Agency Worker or to log the timesheet on behalf of the Supply Agency Worker. All paper timesheets shall have a unique identifier.
32. Auto-approval of timesheets must only be used at the request of the Trust Contract Manager.



## **g. Provision of Supply Agency Workers**

### **Scope of Supply Agency Workers**

33. The Provider must be able to supply all Agency Workers as needed by the Trust to cover the posts of Teacher and Teaching Assistants provision. Providers should note that the roles identified previously is not exhaustive and other job roles outside of this list may also be required and therefore additional roles maybe added during the duration of the contract.

### **Requests for Supply Agency Workers**

34. A list of all Authorised Users of the Service will be agreed by the Trust with the Provider prior to commencement of the Contract. This authorisation list must be strictly adhered to when processing requests for Supply Agency Workers. The Trust will be able to add to and remove people from the list during the course of the Contract.

35. In the event of a request for cover of planned absence, the school will specify whether they require a number of CVs to be submitted. The actual number of CVs to be submitted may be dictated by the school.

36. The school will specify the timescales in which they require responses to their request. The Provider is required to update the school on the progress in meeting their requirements and on outstanding orders.

37. The Provider shall be aware that they must not send speculative emails to or make unsolicited calls to the Trust, however, schools should be able to contact the Provider.

### **Provision of Supply Agency Workers**

38. The Provider shall consistently provide the Trust with high quality Supply Agency Workers that have the right mix of skills, experience and qualifications as required and specified by the school and have undergone the relevant safeguarding checks prior to placement. Evidence of these checks must be provided to the school prior to the Supply Agency Worker commencing the assignment upon request by the school.

39. The Provider must ensure that they provide Supply Agency Workers that are at all times competent, punctual and appropriately trained.

40. Supply Agency Workers provided in response to a request shall meet the Service specific standards of the Trust. The Provider will be responsible for ensuring they provide such details to the Supply



Agency Worker in advance of their assignment. Details of these will be made available to the Provider at the implementation stage although the Trust may update these standard requirements from time to time in line with, for example, changes to legislation, addition of new services, re-structuring of the Trust organisation, unfilled requests for Supply Agency Workers. The Contract Manager shall communicate such changes to the Provider.

41. CVs or person specifications provided by the Provider to the school should be sufficiently well detailed and fully aligned with the school's requirement to enable them to make an informed decision about which Supply Agency Worker to hire.
42. The Provider must recognise that there may be circumstances where a Supply Agency Worker is required at very short notice or to fill an Assignment in an emergency and the Service will be able to accommodate such requests.
43. The Provider is required to ensure that they are fully informed and understand the individual needs of the Trust to which they are supplying Supply Agency Workers.

#### **Selection and rejection of Supply Agency Workers**

44. The school, where it deems it necessary, may wish to interview one or more Supply Agency Workers prior to an Assignment and may wish to do this on a face-to-face basis. The school shall reserve the right to reject Supply Agency Workers as unsuitable. Feedback shall be provided by the school as to the reasons for rejection which shall be passed onto the Provider for their information and review.

#### **Induction and Performance**

45. The Provider shall ensure that Supply Agency Workers are given clear instructions in advance of their Assignment in relation to the following:
  - a. Geographical location of the place of Assignment
  - b. When to report
  - c. Who to report to
  - d. The nature of the Assignment
  - e. Working hours (including provision for breaks) and potential duration of the assignment
  - f. Dress Code and any uniforms
  - g. Any additional matters e.g., provision for parking, reimbursement of expenses
  - h. Any Trust specific policies in place that are relevant to the role
  - i. How to submit timesheets



- j. Code of conduct
  - k. Confidentiality
  - l. Access to work adjustments
  - m. Data protection
  - n. Health and Safety
  - o. Keeping Children Safe in Education
  - p. Any documents to be provided to the school on commencement of the Assignment
46. The Provider shall ensure that schools are given clear instructions of any specific requirements the Supply Agency Worker may have.
47. in advance of the commencement of the Assignment. It is a legal duty for the Trust to make reasonable adjustments to enable disabled Supply Agency Workers to access their assignments, and the Provider is expected to assist the Trust to achieve these aims.
48. Supply Agency Workers on assignment to a school shall work under the supervision, direction and control of the school staff member designated to manage the Supply Agency Worker.
49. The Provider will ensure that all Supply Agency Workers are completely aware that at no time will the Trust class a Supply Agency Worker as an employee and the Provider is responsible for the conduct, negligence, performance and quality of Supply Agency Workers and other employment issues. The Contract Manager will advise of any additional policies or revisions during the Contract period.
50. The Provider will operate a process for addressing grievances that aligns with the Trust's grievance process.
51. Supply Agency Workers are required to adhere to the Trust's policies and procedures including, but not limited to:
- a. safeguarding
  - b. fire
  - c. manual handling
  - d. health and safety requirements
  - e. matters of discipline
52. These policies and procedures will be supplied to the Provider by each school.



53. Serious misconduct and poor performance by a Supply Agency Worker will be conveyed to the Provider (in the first instance verbally and subsequently in writing) who will, if so requested, terminate the Assignment of the Supply Agency Worker(s) concerned. At no time is compliance with this clause to be used as evidence of a Supply Agency Worker gaining employment status with the Trust. In the case of an allegation against a Supply Agency Worker in respect of child protection or the protection of vulnerable adults, the Supply Agency Worker and the Provider will comply with the requirements of the Trust with regards to attendance at hearings and case conferences and the implementation of any decisions.
54. The Provider shall bring to the attention of all Supply Agency Workers the need for any information gained during their placement with the Trust to remain confidential. The Provider shall, if required, ensure that all Supply Agency Workers sign a confidentiality agreement, as agreed with the Trust, prior to any placement and this signed agreement is to be filed within the Supply Agency Worker's personnel file, a copy of which is held the Provider.
55. The standard of dress and hygiene of the Supply Agency Worker shall be in accordance with the Trust's standards. The Trust reserves the right to request a change in dress if it is deemed to be inappropriate, offensive or below the standard reasonably required.
56. The Provider shall be solely responsible for all arrangements associated with the reimbursement of all expenses.

### **Cancellation of Booking and Rejection of Workers**

57. In the event of any circumstance affecting the arrival of a Supply Agency Worker, the Provider shall ensure that the school is notified without delay.
58. The Provider shall use their best endeavours to find a suitable replacement Supply Agency Worker. Data on numbers of and reasons for cancellations (including repeat cancellations) shall be kept and a breakdown provided to the Contract Manager on a (quarterly) basis as part of the performance management of the contract. The Trust reserves the right to cancel or amend any such booking.
59. The Trust shall notify the Provider of the requirement for any change or cancellation of any booking no less than 90 minutes before the booking commencement. If the Trust cannot comply with this then they shall pay for 25% of the first day of the Assignment or where it is less than one day, 25% of the Assignment that is cancelled, if the Supply Agency Worker cannot be placed elsewhere within the



organisation. The payment from the Trust shall be passed on to the Provider for payment to the Supply Agency Worker.

60. The Provider shall make no charge to the Trust in the event that a Supply Agency Worker;
  - a. fails to attend an Assignment at the reporting time.
  - b. is rejected within a trial period for specified Assignments where such a period has been agreed between the Trust and the Provider.
  - c. has been rejected as unsuitable within the first 3 hours of the Assignment.
  - d. rejects the assignment or does not attend the assignment.
  - e. is found not to have the defined requirements for the role i.e., in terms of qualifications, eligibility to work, DBS check.
  - f. is found not to have correct and valid credentials that would allow them to legally work.
  - g. Is identified as unfit to work or not being capable of carrying out the majority.
  - h. / most / or all of the specified tasks or activities required safely and to the necessary standard.
61. In any of the above circumstances, the Provider shall offer the school the option of cancelling the booking or use their best endeavours to find a suitable replacement Supply Agency Worker as quickly as possible.
62. In the event that a Supply Agency Worker is rejected by the school and where an Assignment is closed before the official Assignment closure date, the Provider shall be responsible for investigating the circumstances of that rejection. Depending on the justification for the rejection;
  - a. The Trust acting reasonably may request that the Supply Agency Worker does not work for the particular school again and the Provider shall ensure that if the Supply Agency Worker is offered for other vacancies within that Trust that the school is made aware of previous reports on performance.
63. The Trust may request that the Supply Agency Worker does not work for any school within the Trust again and the Provider shall ensure the Supply Agency Worker is not offered for any vacancies within any school in the Trust.
  - a. Where a serious rejection occurs, it is the Provider's responsibility to make the school and the Trust HR department are aware of such rejections when the Supply Agency Worker in question is put forward for future Assignments to enable Schools to make an informed decision.

### **Vetting Processes & Procedures**



64. The Provider must ensure that all vetting and compliance checks are carried out prior to the placement of Supply Agency Workers.
65. The Provider shall verify the identity and nationality of Supply Agency Workers in accordance with UK Border and Immigration Agency guidelines and codes of practice. The Provider shall ensure that proof of address is kept on file and must be kept up to date and/or revisited as required. The Provider shall ensure suitable processes and procedures are in place to ensure that any permits granted to the Supply Agency Worker are checked in advance of expiry in order that the Trust is not at risk of employing someone who is not eligible to work in the UK.
66. The Provider shall ensure that any qualifications held by the Supply Agency Worker in order to meet the Authorised Officer's person specification are verified by having had sight of the original certificates. Certified photocopies of qualification certificates are to be held on file throughout the duration of a placement by the Provider and for a period of at least 5 years to comply with the Trust' audit regulations.
67. In relation to the Immigration, Asylum and Nationality Act 2006 and any other relevant legislation and/or code of practice:
  - a. The Provider shall be required to comply with the requirements of the Asylum and Immigration Act 2006 and shall be responsible for checking that all Supply Agency Workers have the right to work in the United Kingdom either as a British Citizen or that necessary permits have been obtained and this should be evidenced in the Supply Agency Workers employment portfolio. All certified photocopies are to be retained on file throughout the duration of a placement and for a period of at least 5 years.
  - b. The Provider shall comply with the Trust's audit regulations. Evidence of this may be required of the Supply Agency Worker when they attend the Assignment.
  - c. The Provider should ensure that have procedures for monitoring relevant clearance / visas on an ongoing basis allowing Supply Agency Workers to work in different areas. This will involve monitoring status, expiry dates and hours worked and ensuring that visas / work permits do not restrict where the Supply Agency Worker can work.
68. The Provider is required to comply with all current as well as future legislation in respect of the Agency Worker Regulations, and any other relevant legislation to make certain that the requirements, of such legislation is being met throughout the duration of the Contract period.



69. The Provider is required to ensure that they put forward Supply Agency Workers on whom they hold and maintain up to date information on the following:
- a. A 5-year employment history, together with a satisfactory explanation of any gaps of 4 weeks or more in employment, including where owing to a disability.
  - b. A signed application form.
  - c. Documentary evidence of all relevant qualifications
  - d. Proof of NI number for Right to Work where a passport is not available.
  - e. Applicable training i.e. safeguarding and manual handling
  - f. Eligibility to work in the UK - in line with current Government requirements.
  - g. Proof of identity, including a recent photograph i.e. in the form of a valid and current passport or driving licence or a full form birth certificate with additional supporting evidence of any name changes plus a colour photograph.
  - h. Proof of address, for example; utility bills/benefit statement/Bank statements issued in the last 3 months, mortgage statements or pension statements must be less than 12 months old, (Online statements can be accepted). P45/P60, EU national ID card, HM Forces ID card, a document from a Central/Local Government/Government Agency and letters from Head Teachers or Principals for younger Supply Agency Workers
  - i. Verification of why employment / position was ended in the case where a Supply Agency Worker has previously worked with children or vulnerable adults.
  - j. 2 written references, 1 which is from the most recent previous employer Where written references are not possible, for lower skilled roles 2 verbal references should be obtained
  - k. DBS disclosure check which is appropriate to the role offered i.e. the relevant barred list children / adult has been checked
  - l. Details of any criminal offences including where detailed on Supply Agency Worker's DBS.
70. The Provider will be responsible for ensuring that they are undertaking such checks and must make available on request to the Trust the reference number and date of the Enhanced DBS check of any Supply Agency Worker put forward for placement by the Provider. The Provider will not put forward for placement any individual who appears unsuitable as a result of the information received from the checks.
71. The Provider will ensure that they comply with the requirements of the Enhanced DBS and that the school is shown a copy of the disclosure prior to the commencement of the Assignment. Providers



are also required to be compliant with the Safer Recruitment in Education Guidance and to hold the DfE Quality Mark for Education.

72. The Provider must ensure that the Trust is informed where a Supply Agency Worker is under investigation from external agencies.
73. The Provider must ensure that if they receive negative, additional information about a Supply Agency Worker from the enhanced DBS, this will affect their ability to be engaged to fulfil an Assignment. Such a Supply Agency Worker will not be allocated any Assignment within the Trust organisation as it involves working in areas requiring an enhanced DBS check.
74. The Provider must also ensure that Supply Agency Workers make a signed and dated declaration regarding unspent previous criminal convictions subject to the Rehabilitation of Offenders Act 1974. A copy must be held on file by the Provider and form part of their risk assessment process. Existing Supply Agency Workers and new applicants for temporary work who have a previous criminal record should only commence work after the approval of the Trust is sought. All applicants for placement at any of the Trust must be informed in writing that undeclared criminal convictions which subsequently become known may result in the Trust instructing the Provider that the Supply Agency Worker may be removed from the Assignment. If a Supply Agency Worker is convicted of an offence whilst on Assignment, the Provider shall notify the Trust immediately and seek to reach agreement on the appropriate course of action. Generally speaking, this shall not include motoring offences.
75. The Provider should ensure that they provide current and suitable references for Supply Agency Workers put forward for an Assignment.
76. In the unlikely event that a waiver to any of the above vetting and compliance issues is sought by the School, the Provider shall not agree to such a waiver without the express consent of the Trust's Contract Manager. Such a waiver should be treated as temporary and only until such a point where any waived items/checks are completed as agreed between the Provider and the Trust's Contract Manager.

### **Equality Act 2010**

77. The parties shall at all times comply with all relevant aspects of the Equality Act 2010, with particular reference to Section 41 (147), *it is unlawful for the Provider to discriminate against, harass or victimise contract workers.*

### **Value for Money**



78. The Trust requires the Successful Provider to demonstrate flexibility and value for money in the delivery of their service offer and management of the contract, to meet specification requirements. The Provider shall deliver an effective, quality service, in keeping with all statutory legislation and best practice whilst demonstrating efficiency, transparency and flexibility in their approach to meet objectives and ensure compliance.

### **Assignment & Subcontracting**

79. The Provider shall not assign, mortgage, charge or otherwise transfer any rights or obligations under this Contract without the prior written consent of the Trust. The Provider shall not sub-contract any portion of the Contract without the prior consent of the Trust.

80. Sub-contracting any part of the Contract shall not relieve the Provider of any obligation or duty attributable to it under the Contract.

81. Where the Trust has consented to the placing of sub-contracts, copies of each subcontract shall be sent by the Provider to the Trust immediately it is issued. The Provider shall provide the Trust with a list of all personnel engaged by its subProviders and any subsequent amendments thereto and shall ensure that all other requirements of the Trust are observed and complied with by any sub-Provider.

82. The Trust reserves the right to utilise alternative Providers for specific and specialised works.

### **Contract Mobilisation & Managing Risk**

83. The Provider shall plan for the mobilisation and implementation of this Contract to provide a smooth transition and delivery to meet the contract start date.

84. The Provider shall identify risks to the service delivery and provide appropriate planning and risk mitigation to ensure robust delivery of the service.



## **h. Contract Management & Monitoring**

### **Supply Agency Personnel**

85. The Provider shall ensure that only suitably experienced and qualified staff shall be used to provide the Services and that they shall select, employ, train, furnish and deploy in and about the performance of the Services only such persons.
86. The Provider shall demonstrate how they manage business continuity and ensure effective recruitment and retention of staff.
87. The Provider shall nominate an Account Manager to the Contract who is the primary and single point of contact for the Trust's Contract Manager.
88. The Provider will ensure that there is a suitable structure and level of resource in place to deliver the Services which will be fronted by the nominated Account Manager.
89. The Provider shall comply with any statutory requirements in relation to the recruitment of ex-offenders and disclosures under the Police Act 1997. The Provider shall ensure that all employees, servants or agents engaged by him in the discharge of his obligations under this contract who are to be required to work within school premises, or other sites occupied by children and/or vulnerable adults shall be appropriately checked by the Disclosure and Barring Service (DBS) and shall upon reasonable request produce evidence of such satisfactory disclosure.
90. Once operational, significant changes or reductions in the assigned personnel will not be made without prior written consent of the Contract Manager; such consent will not be refused unreasonably.

### **Management of Service**

91. The Provider shall appropriately manage the provisions of the Services that it provides under this contract.
92. The Provider will participate in regular contract review meetings with the Contract Manager. Attendance at regular review meetings is essential and will be at no cost to the Trust. Frequency and set agenda items will be agreed with the Trust Contract manager.
93. The Trust reserves the right to request additional meetings where necessary to address any matters arising in between the review meetings. Such requests shall not be made unreasonably and again will be at no cost to the Trust.



94. Keep and maintain proper and sufficient records in connection with business conducted under this contract and for the continuance of this contract and for a period of twelve (12) months thereafter allow any nominated representative of the Trust reasonable access and co-operation with regard to such records.

### **Management Information**

95. The Provider must be able to provide configurable and comprehensive real time management information from implementation and on an ongoing basis relative to all activity under this contract at no cost to the Trust.

96. The Provider will provide, management reports in a suitable electronic format on a monthly basis. The type and level of detail of the reports will be decided at the implementation of the Contract so that they are tailored to only provide the information that is relevant and specified by the Trust. This does not preclude changes being made during the life of the Contract should the Trust require it. This information should be provided in a clear format which is both easy to understand and easy to interpret. Providers are required to provide details of the suite of reports and data that they are able to provide, and its typical use by the Trust.

97. The System proposed by the Provider shall offer a flexible management information tool that can be tailored to only provide the information that the Trust specifies is relevant to them. The Provider will be able to offer as a minimum a suite of pre-defined reports, which can be tailored to the Trust, but it is also desirable that the Trust can run their own reports where the system allows.

98. Reports and data should be presented in a format which can be exported into MS Office Applications or other similar packages used by the Trust that can be used to manipulate data. The Trust shall be able to specify the Management Information reports that they require.

### **SLA & KPI Performance Management**

99. The Provider shall aim to fulfil 100% of each Trust's requirements, committing to a 92% fill rate before a rebate kicks in.

100. For individual positions that are considered to be 'difficult to fill' this figure may be reviewed at a later date, with the consent of the Trust.

### **Complaint Management**



I01. The Provider shall have in place robust complaint management and escalation processes that will demonstrate a high level of customer service whilst improving both quality and service delivery.

I02. Complaint management procedures will encompass the following:

- i. A thorough investigation of the complaint
- j. A timely response to the complainant, demonstrating transparency whilst delivering a high level of customer service.
- k. Present a solution and work in tandem with the complainant to ensure that a satisfactory and mutually agreed outcome is achieved.
- l. Have a “lessons learnt” approach and demonstrate a drive for continuous improvement.

I03. In addition to the above, the Provider is required to have in place a suitable, easily accessible and transparent escalation process that will encompass the following:

- a. Communicate clearly and timely with complainant.
- b. Collaborate with the complainant and escalate further should a mutually agreed solution not be found.
- c. Resolve the issue in a timely fashion by offering a solution that is satisfactory to all parties.
- d. Have a “lessons learnt” approach and demonstrate a drive for continuous improvement.



## **m. Financial Arrangements**

### **Fees**

- I04. The charge day rates are fixed for the 3 years and can only be varied by up to the NLW uplift for the relevant year. Any changes to the charge day rates will not take effect until they have been mutually agreed by both parties in accordance with the Change Control Procedure of the Contract.
- I05. The Agency Fees should provide excellent value for money and be transparent to the Trust.
- I06. The Service must deliver savings for the Trust and any savings generated must be objectively measured and demonstrable, to assist the Trust to reach their savings targets.

### **Invoicing and Payment Requirements**

- I07. Invoices are to be submitted in arrears in a format agreed by the Trust. The Provider must ensure that invoices are raised without delay.
- I08. Payments will be made by BACS.
- I09. Invoices shall be supported by detailed electronic information in a format as agreed with the Trust.
- I10. This detailed electronic information is to be presented in a format prescribed by the Trust in order to allow immediate uploading onto the Trust's financial system.
- I11. In support of the invoice the Provider shall provide a timesheet (electronic where required by the Trust) that must be used by all Supply Agency Workers. Timesheets must indicate that all breaks are unpaid and must not be added to hours worked.
- I12. Completed timesheets shall be submitted electronically (either by the Supply Agency Worker or the Provider) to the School for authorisation. The Provider shall only process timesheets that have been authorised by the appropriate School.
- I13. The Trust will advise the Provider if auto-approval of timesheets is required for their Contract prior to commencement of the Contract. As a rule, the default position will be that timesheets are not approved automatically.
- I14. Should there be a dispute regarding hours worked, the hourly rate, statutory contributions or the commission claimed by the Provider in respect of a Supply Agency Worker, the Trust reserves the right to withhold payment of the sum in dispute until such time as the matter can be resolved. The



Provider will ensure that the consolidated invoice does not include such amounts so as not to delay payment of the remaining authorised sums.

I 15. The contract terms and pricing will roll into the extension periods unless any amendments to clauses or pricing is requested and negotiated. Variations will not take effect until they have been mutually agreed by both parties in accordance with the Change Control Procedure of the Contract.

I 16. The charge day rates cannot be increased at any other time during the year,

### **Temp To Perm and Introduction Fees**

I 17. The Trust shall be liable to pay an introduction fee to the provider If the Supply Agency Worker has been introduced to a school within the trust, and by introduced it means has worked in the school through the Provider, or been to an interview or trial through the Provider, then if the school decided to offer them a permanent contract, the school would then need to pay either an introduction fee, or agree a temporary to permanent period.

I 18. This doesn't apply if the Provider has sent over a CV or some information about a Supply Agency Worker on a speculative basis, as this is not classed as an introduction. Submitting a CV will be classed as an introduction if the school/trust has approached the Provider with a vacancy they would like help filling, and the Provider has submitted that candidate for consideration for that role or similar roles.

I 19. This requirement applies on a per school basis and not to the Trust overall, meaning that if a Provider has supplied a supply agency worker to one school in the Trust, but that Supply Agency Worker then applied for a role at another school in the same Trust, then the introduction fee or temporary to permanent countdown would not apply.

I 20. The rates applicable to be paid by the Trust to the Provider only in circumstances where an introduction fee is legitimate and is calculated over a 12-month period are:

- a. 12.5% (0-25 days)
- b. 7.5% (26 – 50 days)
- c. 2.5% (51 – 60 days)
- d. no charge (61 days +)
- e. Percentage charge is based on annualised salary.



121. The Provider shall note that no introduction or other fee shall be payable by the Trust in the event that employment is offered to a Supply Agency Worker where the individual concerned has worked for the Trust for more than 60 days (whether continuous or not) in any twelve (12) month period.
122. An alternative to paying the transfer fee the Trust may elect to hire the Supply Agency Worker(s) in question for an extended period. This extended period should be of reasonable length and in no circumstances longer than 60 days.

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**SCHEDULE 2: TENDER RESPONSE AND CLARIFICATION**

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*Schedule 2: Tender Response and Clarification omitted for confidentiality purposes*

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### SCHEDULE 3: CHARGES, COSTS AND PAYMENT

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1. The Pay Charge Rates for the Services under this Agreement are in the Pricing Offer Form below:
2. The charge day rates are fixed for the 3 years and can only be varied by up to the NLW uplift for the relevant year Any changes to the charge day rates will not take effect until they have been mutually agreed by both parties in accordance with the Change Control Procedure of the Contract. The charge day rates cannot be increased at any other time during the year
3. Invoices are to be submitted in arrears in a format agreed by the Trust. The Provider must ensure that invoices are raised without delay.
4. In support of the invoice the Provider shall provide a timesheet (electronic where required by the Trust) that must be used by all Supply Agency Workers. Timesheets must indicate that all breaks are unpaid and must not be added to hours worked.
5. Completed timesheets shall be submitted electronically (either by the Supply Agency Worker or the Provider) to the School for authorisation. The Provider shall only process timesheets that have been authorised by the appropriate School.
6. Should there be a dispute regarding hours worked, the hourly rate, statutory contributions or the commission claimed by the Provider in respect of a Supply Agency Worker, the Trust reserves the right to withhold payment of the sum in dispute until such time as the matter can be resolved. The Provider will ensure that the consolidated invoice does not include such amounts so as not to delay payment of the remaining authorised sums.
7. The contract terms and pricing will roll into the extension periods unless any amendments to clauses or pricing is requested and negotiated. Variations will not take effect until they have been mutually agreed by both parties in accordance with the Change Control Procedure of the Contract.

#### **Temp To Perm and Introduction Fees**

8. The Trust shall be liable to pay an introduction fee to the provider If the Supply Agency Worker has been introduced to a school within the trust, and by introduced it means has worked in the school through the Provider, or been to an interview or trial through the Provider, then if the



school decided to offer them a permanent contract, the school would then need to pay either an introduction fee, or agree a temporary to permanent period.

9. This doesn't apply if the Provider has sent over a CV or some information about a Supply Agency Worker on a speculative basis, as this is not classed as an introduction. Submitting a CV will be classed as an introduction if the school/trust has approached the Provider with a vacancy they would like help filling, and the Provider has submitted that candidate for consideration for that role or similar roles.
10. This requirement applies on a per school basis and not to the Trust overall, meaning that if a Provider has supplied a supply agency worker to one school in the Trust, but that Supply Agency Worker then applied for a role at another school in the same Trust, then the introduction fee or temporary to permanent countdown would not apply.
11. The rates applicable to be paid by the Trust to the Provider only in circumstances where an introduction fee is legitimate and is calculated over a 12-month period are:
  - 12.5% (0-25 days)
  - 7.5% (26 – 50 days)
  - 2.5% (51 – 60 days)
  - no charge (61 days +)
12. Percentage charge is based on annualised salary.
13. The Provider shall note that no introduction or other fee shall be payable by the Trust in the event that employment is offered to a Supply Agency Worker where the individual concerned has worked for the Trust for more than 60 days (whether continuous or not) in any twelve (12) month period.
14. An alternative to paying the transfer fee the Trust may elect to hire the Supply Agency Worker(s) in question for an extended period. This extended period should be of reasonable length and in no circumstances longer than 60 days.



<b>Supplier Name:</b>					

**Pricing Offer Form**

To enable the charging table to be evaluated, the following number and booking types will be applied. The total booking costs will be used for evaluation purposes only and the Provider with the lowest total cost for the number of bookings will score the full 40% of mark available. Booking numbers will be based on a total of days and will be split as follows:

*All costs are to be quoted in pounds sterling GBP including expenses and any booking fees.*

**PROVIDERS: PLEASE COMPLETE CELLS HIGHLIGHTED YELLOW**

**TABLE OF CHARGES**

Less than 12 weeks						
Job Category	Number of Bookings	Pay Rate Charge to the School Per Staff Member	Estimated Take Home Rate Per Staff Member	Additional Worker Charges (NI, Holiday, Pension, App Levy etc) Per Staff Member	Mark Up (Overheads, Agency profit, Management Charges etc) Per Staff Member	Total Cost
██████████		██████	██████	██████	██████	██████
██████████		██████	██████	██████	██████	██████
██████████		██████	██████	██████	██████	██████
██████████		██████	██████	██████	██████	██████
██████████		██████	██████	██████	██████	██████
<b>Overall Total</b>	██████					██████

**TABLE OF CHARGES**

More than 12 weeks						
Job Category	Number of Bookings	Pay Rate Charge to the School	Estimated Take Home Rate	Additional Worker Charges (NI, Holiday, Pension, App Levy etc)	Mark Up (Overheads, Agency profit, Management Charges etc)	Total Cost
██████████		██████	██████	██████	██████	██████
██████████		██████	██████	██████	██████	██████
██████████		██████	██████	██████	██████	██████
██████████		██████	██████	██████	██████	██████
██████████		██████	██████	██████	██████	██████
<b>Overall Total</b>	██████					██████
					Grand Total	██████



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#### SCHEDULE 4: KEY PERSONNEL

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(A). The Customer Manager:

Name: [REDACTED]

Position: [REDACTED]

Email Address: [REDACTED]

(B). The Supplier Account Manager:

Name: [REDACTED]

Position: [REDACTED]

Email Address: [REDACTED]

[REDACTED]

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## SCHEDULE 5: MANDATORY POLICIES

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- I. The Policies include:
  - I.1. Modern Slavery and Human Trafficking Policy;
  - I.2. Safeguarding Policy;
  - I.3. Ethics and Anti-Bribery Policy;
  - I.4. Health and Safety Policy;
  - I.5. Environmental Policy.

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## SCHEDULE 6: SAFEGUARDING

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- I. This Schedule 7 applies to all individuals engaged by the Supplier to attend the Customer premises to carry out the Services (Relevant Staff).
- I.1. The Supplier shall:
- (a). ensure that all Relevant Staff meet the safeguarding requirements before the individual attends Site to perform the Services. This obligation will also extend to the provision of safeguarding training; and
  - (b). provide the Customer with evidence that all personnel due diligence has been undertaken prior to any Relevant Staff starting on the Site.
- I.2. Whilst engaged at the Site, the Supplier shall comply with such rules, regulations and requirements relating to the conduct of staff (including those in respect of security arrangements) as may be made by the Customer from time to time acting reasonably and shall ensure that its employees, servants, agents, and sub-suppliers do likewise. The Supplier shall take and/or procure appropriate disciplinary action against any person employed by the Supplier and/or any sub-supplier of the Supplier who transgresses any such Rules, Regulations, and requirements, which may include the removal from work in or about the provision of the Services of any such person.
- I.3. Other than as expressly provided in this Agreement, the Supplier shall be entirely responsible for the employment and conditions of service of the Supplier's employees and shall procure that any sub-supplier of the Supplier is likewise responsible for its employees.



- 1.4. The Customer reserves the right to refuse to admit to any premises occupied by or on behalf of the Customer any person, employed or engaged by the Supplier or a sub-supplier, whose admission would be, in the opinion of the Customer, undesirable and shall not be obliged to give any reasons for such refusal.
- 1.5. The decision of the Customer, acting reasonably, as to whether any person is to be refused admission to the Site pursuant to Paragraph 6 of this Schedule 6 shall be final and conclusive, and the Customer shall not be obliged to give any further details of the reasons for its decision beyond a statement that the decision is made pursuant to Paragraph 6 of Schedule 6 of this Agreement.
- 1.6. The Supplier shall comply with and/or procure compliance with any notice issued by the Customer from time to time requiring the removal from the Site of any person employed thereon who, in the opinion of the Customer (which it shall not be required to explain or disclose to the Supplier) is not acceptable on the grounds of security or other grounds and that such persons shall not be employed again upon the Project without the written consent of the Customer.




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**SCHEDULE 7: KEY PERFORMANCE INDICATORS**

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The Key Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are set out below:

The Supplier from the Commencement Date and throughout the term of this Agreement shall offer:

Category	KPI Name	Definition	Target
Service Delivery	Fill Rate	Percentage of roles successfully filled within the required timeframe	≥ 97%
Quality of Staff	Compliance Rate	Percentage of staff with up-to-date DBS checks, references, and safeguarding	100%
Quality of Staff	Feedback Score	Average satisfaction rating from schools on supplied staff	≥ 4.5/5
Operational	Accuracy of Invoicing	Percentage of invoices submitted correctly and on time	≥ 98%
Operational	Response Time	Time taken to respond to queries or issues raised by the Trust	≤ 1 working day
Operational	Reporting Compliance	Timeliness and completeness of required reports (e.g., usage, spend, diversity)	≥ 100%
Financial	Cost Control	Adherence to agreed pricing structure and avoidance of unapproved charges	100%