



## Client Terms of Business for the Supply of Agency Staff Issued by Rising Hope Education Ltd

Staffing with Heart, Supporting with Purpose

### 1. Scope, Application, and Acceptance of Terms

1.1 These Terms of Business (“Terms”) govern the supply of temporary staff (“Agency Workers”) by Rising Hope Education Ltd (“Rising Hope Education”, “we”, “our”, or “us”) to any organisation, school, or other legal entity (the “Client”, “you”, or “your”).

1.2 By requesting an introduction, reviewing a candidate profile, interviewing, accepting, or making use of an Agency Worker—either directly or indirectly—the Client is deemed to have accepted these Terms in full, regardless of whether a written agreement is signed.

1.3 These Terms represent the entire agreement between the Client and Rising Hope Education and supersede any other terms proposed by the Client or implied by trade, custom, or practice. No variation shall be valid unless agreed in writing and signed by an authorised officer of Rising Hope Education.

1.4 Rising Hope Education provides its services as an **employment business** as defined in Section 13(3) of the Employment Agencies Act 1973.

1.5 Any accompanying documentation, including Assignment Confirmations, form part of these Terms and shall be interpreted accordingly.

### 2. Definitions and Interpretation

2.1 For the purposes of these Terms, the following expressions have the meanings assigned:

- **“Agency Worker”** – An individual introduced by Rising Hope Education to provide temporary staffing services to the Client under the Client’s supervision and direction.
- **“Assignment”** – A temporary placement during which the Agency Worker performs duties on behalf of the Client, as confirmed in writing prior to commencement.
- **“Assignment Confirmation”** – A document issued by Rising Hope Education outlining the agreed details of an Assignment, including the role, duration, rate, and location.
- **“Introduction”** – The act of providing the Client with information (written or verbal) identifying an Agency Worker, which may include a CV, interview arrangement, or the worker’s commencement of duties.





- **“Engagement”** – Any use, employment, or contract (whether temporary, permanent, or otherwise) of an Agency Worker by the Client or any third party introduced to the worker via the Client.
- **“Transfer Fee”** – A fee payable by the Client if an Agency Worker is Engaged other than through Rising Hope Education during or shortly after an Assignment, in accordance with clause 8.
- **“Charges”** – The total fees payable by the Client for services rendered, including (but not limited to) the worker’s pay, statutory contributions, accrued holiday, and our agency fee, all as outlined in clause 6.
- **“Comparable Employee”** – As defined in the Agency Workers Regulations 2010; typically, an employee of the Client doing similar work to the Agency Worker.
- **“Adverse Event”** – Any disruption or occurrence that prevents the Client from using the services of the Agency Worker, including but not limited to inclement weather, loss of utilities, or site closures.
- **“Affected Period”** – The duration during which the Client is unable to utilise the Agency Worker’s services due to an Adverse Event, during which charges may still apply.
- **“AWR”** – The Agency Workers Regulations 2010, including all subsequent amendments or updates.
- **“WTR”** – The Working Time Regulations 1998.
- **“Conduct Regulations”** – The Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- **“Safeguarding Legislation”** – Includes but is not limited to the Safeguarding Vulnerable Groups Act 2006 and any related legal frameworks designed to protect children and vulnerable adults.
- **“Vulnerable Person”** – A person who, due to age, disability, or circumstances, is in need of special care, supervision, or protection, including all individuals under the age of 18.
- **“Confidential Information”** – All non-public business, operational, or personal data shared between the parties under this agreement, whether written, digital, or verbal.
- **“Relevant Period”** – As set out in the Conduct Regulations, being the time window in which a Transfer Fee may apply following an Assignment or Introduction.

## 2.2 In interpreting these Terms:

- Words importing the singular include the plural and vice versa.
- References to “written” or “in writing” include electronic formats such as email.
- Headings are provided for ease of navigation and do not affect interpretation.





- References to legislation include all amendments, re-enactments, and subordinate regulations made under them.

### 3. Client Obligations

3.1 In order for Rising Hope Education to fulfil its responsibilities in line with applicable legislation—including but not limited to the Conduct Regulations, the Agency Workers Regulations 2010 (AWR), and the Working Time Regulations 1998 (WTR)—the Client agrees to cooperate fully and promptly by providing accurate and up-to-date information.

3.2 Prior to the commencement of each Assignment, the Client shall provide Rising Hope Education with the following details:

- a) A clear description of the nature of the work the Agency Worker is expected to carry out;
- b) The location(s) where the work is to be performed;
- c) The expected working hours, including start/finish times, rest breaks, and any shift patterns;
- d) Any essential experience, training, qualifications, or certifications required by law or the Client;
- e) Any known risks to health and safety in the workplace, including preventative or control measures in place;
- f) The Assignment start date and its anticipated duration.

3.3 Where the Client requires an Agency Worker to work in excess of 48 hours per week, Rising Hope Education must be informed in advance, or—if not reasonably practicable—before such working hours commence. This enables compliance with the WTR and ensures appropriate optout agreements are in place, if necessary.

3.4 The Client agrees to support Rising Hope Education in meeting its duties under the AWR. This includes, but is not limited to:

- a) Informing Rising Hope Education of any calendar weeks during which the Agency Worker has worked in the same or a similar role with the Client or its group through another intermediary;
- b) Disclosing whether the Agency Worker has previously performed similar roles with the Client's organisation, its group, or in multiple capacities that may contribute to the Qualifying Period;
- c) Providing details of the relevant terms and conditions (the "Relevant Terms and Conditions") that would apply to a comparable permanent employee, if the Agency Worker is expected to reach or has reached the 12-week AWR qualifying threshold;
- d) Specifying whether the provided terms relate to an actual employee or a hypothetical comparator, and if the former, supporting that claim with appropriate evidence;





- e) Notifying Rising Hope Education of any changes to these terms and conditions during the Assignment.

3.5 Where the Agency Worker becomes eligible for performance-based bonuses or benefits under the AWR:

- a) The Client agrees to integrate the Agency Worker into its appraisal or performance review processes;
- b) The Client shall assess the Agency Worker's performance using its standard procedures;
- c) The Client must provide Rising Hope Education with copies of relevant appraisal documents and confirm any bonuses or awards;
- d) The Client acknowledges that it will fund any such bonuses in addition to the Charges and accept any associated employer contributions or fees.

3.6 The Client shall promptly inform Rising Hope Education if any complaint is made by or on behalf of an Agency Worker which could relate to the AWR, or if any request for information regarding the worker's rights or treatment is received. In such cases, the Client must:

- a) Notify Rising Hope Education in writing within 7 calendar days of receiving any such complaint or request;
- b) Provide Rising Hope Education with all necessary information and assistance to respond, resolve, or legally comply with the request;
- c) Cooperate in providing a written response to the Agency Worker within 28 days, if required by AWR Regulation 16.

3.7 The Client warrants that all information shared under this Section is accurate, current, and complete to the best of its knowledge. Any updates or corrections must be communicated in writing as soon as they arise.

3.8 The Client also confirms that there are no legal or ethical reasons why it would be inappropriate or detrimental for the Agency Worker to take on the Assignment.

3.9 In any Assignment involving children, vulnerable adults, or regulated activity under Safeguarding Legislation, the Client agrees to:

- a) Notify Rising Hope Education at the point of booking if such responsibilities will apply;
- b) Support any safeguarding checks or procedures Rising Hope Education must undertake to comply with its legal obligations;
- c) Inform Rising Hope Education immediately if the Agency Worker is removed from post in circumstances that would trigger a reporting obligation under the Safeguarding Vulnerable Groups Act 2006.





#### 4. Information to Be Provided by Rising Hope Education

4.1 As part of our commitment to compliance, safety, and quality service, Rising Hope Education shall provide the Client with relevant and appropriate information about each Agency Worker prior to the commencement of any Assignment. This will include confirmation of:

- a) The Agency Worker's full name and identity;
- b) The Agency Worker's relevant experience, qualifications, and training that are necessary to fulfil the role;
- c) Any authorisations or registrations required by law or a professional body for the Assignment, where applicable (e.g., DBS status, QTS, First Aid Certification);
- d) Confirmation that the Agency Worker is willing and available to undertake the Assignment;
- e) The agreed Charges applicable to the Assignment.

4.2 Where this information is not initially provided in written or electronic form (e.g., in urgent, short-notice placements), Rising Hope Education will ensure that it is confirmed in writing no later than the **end of the third working day** following the Introduction.

4.3 If the Agency Worker has previously been supplied by Rising Hope Education to the same Client in the same role within the last five business days, and the information outlined in clause 4.1 has already been provided, we will only resend it if specifically requested by the Client.

4.4 For Assignments involving **regulated activity or contact with vulnerable persons**, Rising Hope Education will, to the best of its ability and subject to availability:

- a) Confirm that the Agency Worker holds an enhanced DBS certificate issued within the appropriate timeframe and compliant with current safeguarding legislation;
- b) Provide evidence of at least two satisfactory professional references, ideally covering work with similar service users;
- c) Supply confirmation of any safeguarding training undertaken by the Agency Worker.

4.5 Rising Hope Education shall inform the Client immediately if we become aware of any information that might affect the suitability of an Agency Worker for the Assignment, whether this arises prior to or during the placement.

4.6 In the rare event that we are unable to obtain all necessary information despite taking all reasonable steps, we will clearly inform the Client of what steps were taken, what information is outstanding, and any associated risks or limitations.

#### 5. Timesheets and Verification of Hours Worked

5.1 At the end of each working week (or at the conclusion of the Assignment, if shorter), the Client shall verify and approve a timesheet submitted by the Agency Worker. This timesheet records the total hours or days worked and must be signed or digitally approved by an authorised representative of the Client.





5.2 The Client acknowledges that approval of the timesheet confirms both:

- a) The hours claimed by the Agency Worker are accurate and authorised; and
- b) The Client is satisfied that the services have been provided to a reasonable and acceptable standard.

5.3 In the event that the Client disputes the hours claimed:

- a) The Client must notify Rising Hope Education as soon as reasonably possible, and no later than **two working days** from the date the timesheet is submitted;
- b) The Client agrees to cooperate fully and in good faith to assist Rising Hope Education in resolving the matter promptly.

5.4 The Client is not entitled to refuse to sign or approve a timesheet on the basis of dissatisfaction with the Agency Worker's performance. Any concerns relating to conduct, capability, or suitability should be raised under **Section 10 (Unsuitability of the Agency Worker)**.

5.5 The Client acknowledges that the Agency Worker is engaged by Rising Hope Education under a contract for services and, as such, is not subject to fixed or guaranteed hours. The nature and extent of each Assignment may vary depending on demand, role requirements, or availability.

5.6 By signing, submitting, or otherwise approving a timesheet (whether in physical or digital format), the Client confirms and agrees that it is contractually bound by these Terms of Business. This includes where the Client has not separately signed or returned a copy of these Terms. The act of approving a timesheet constitutes full and binding acceptance of the Terms in force at the time of the Assignment.

## 6. Charges

6.1 The Client agrees to pay all fees ("Charges") associated with the provision of Agency Workers by Rising Hope Education. Charges are based on the hours or days worked by the Agency Worker and are calculated to include the following components:

- a) The Agency Worker's hourly or daily rate of pay;
- b) Accrued paid holiday entitlements in accordance with the Working Time Regulations 1998 and, where applicable, the Agency Workers Regulations 2010;
- c) Employer's National Insurance contributions and any applicable pension contributions;
- d) Any statutory or regulatory entitlements payable to the Agency Worker;
- e) Reasonable expenses incurred (such as travel or accommodation), where preapproved or agreed with the Client;
- f) Rising Hope Education's service fee, which is applied as a percentage margin on the Agency Worker's pay rate.





6.2 Charges will be confirmed in writing prior to each Assignment and may be subject to adjustment in the following circumstances:

- a) To reflect changes in law or regulation (e.g. increases to minimum wage, changes to holiday entitlement, or statutory employer contributions);
- b) Where there is a material change in the nature of the Assignment or the required qualifications of the Agency Worker;
- c) Following an increase in the Agency Worker's entitlement to pay and benefits under the AWR.

6.3 Invoices are issued **weekly in arrears** and are payable in full within **14 calendar days** from the date of the invoice. Time for payment shall be of the essence.

6.4 If the Client awards any bonus or incentive to the Agency Worker during the Assignment in accordance with Section 3.5, Rising Hope Education will:

- a) Invoice the Client for the value of the bonus;
- b) Add employer contributions (e.g. NI, pension, apprenticeship levy) as applicable; and
- c) Apply our standard commission margin on the gross bonus amount.

6.5 All Charges are **exclusive of VAT**, which shall be added at the prevailing rate.

6.6 If any invoiced amount remains unpaid beyond the due date, Rising Hope Education reserves the right to:

- a) Charge interest at a rate of **8% per annum above the Bank of England base rate**, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
- b) Recover any reasonable legal or collection costs incurred in pursuing overdue payments;
- c) Suspend further supply of Agency Workers until full payment is received.

6.7 The Client is not entitled to make any deductions, set-offs, or withholdings from any payment due to Rising Hope Education, including for disputes relating to timesheets or performance (which must be dealt with separately under clause 10).

6.8 In the event of an **Adverse Event** leading to an **Affected Period** (e.g. school closure due to snow, strike action, or utilities failure), Charges shall remain payable for any pre-booked Agency Workers for the originally scheduled duration. For billing purposes, the Agency Worker will be deemed to have worked the booked hours unless otherwise agreed in writing.

6.9 If at any time there is a residual credit balance on the Client's account, Rising Hope Education may, at its discretion, retain such balance to offset administrative, reconciliation, or processing costs.

## 7. Payment of the Agency Worker

7.1 Rising Hope Education is solely responsible for paying the Agency Worker for the services provided during an Assignment. This includes (but is not limited to):

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- a) The agreed hourly or daily pay rate;
- b) Holiday pay accrued in line with statutory entitlements;
- c) Employer contributions such as National Insurance and pension (where applicable);
- d) Any statutory payments due (e.g. sick pay, maternity pay, etc.).

7.2 The Agency Worker is engaged by Rising Hope Education under a **contract for services** and is not an employee of the Client. The Agency Worker is not entitled to any benefits, entitlements, or payments from the Client, except as may be required by law or expressly stated in these Terms.

7.3 The Client agrees not to make any direct payments to the Agency Worker under any circumstances. All remuneration, reimbursements, or bonuses relating to the Assignment must be processed through Rising Hope Education, unless otherwise agreed in writing by both parties.

7.4 Where bonuses, performance incentives, or other payments are agreed as part of the Assignment, the Client shall:

- a) Notify Rising Hope Education in writing;
- b) Pay the relevant amount to Rising Hope Education for onward payment to the Agency Worker;
- c) Cover any associated employer liabilities and Rising Hope Education's margin as outlined in clause 6.4.

7.5 Rising Hope Education shall ensure compliance with HMRC and statutory tax requirements, including the proper deduction and payment of PAYE Income Tax and National Insurance Contributions under the Income Tax (Earnings and Pensions) Act 2003.

7.6 Nothing in these Terms shall render the Agency Worker an employee of the Client, and no provision of employment law shall apply between the Client and the Agency Worker, except as may be required under the AWR or similar legislation.

## 8. Transfer Fees

8.1 The Client agrees that a **Transfer Fee** shall be payable to Rising Hope Education if:

- a) The Client directly **Engages** an Agency Worker who was originally introduced or supplied by Rising Hope Education; or
- b) The Client refers the Agency Worker to a third party (such as another school, trust, or recruitment partner), and that third party **Engages** the Agency Worker; ...and the Engagement occurs:
  - i) During the Assignment, or
  - ii) Within **14 weeks** of the first day the Agency Worker commenced any Assignment with the Client, or





- iii) Within **8 weeks** of the day after the Agency Worker last worked in an Assignment for the Client (whichever is later, per the “Relevant Period” under Regulation 10 of the Conduct Regulations).

8.2 If the Agency Worker was **introduced** to the Client but never commenced an Assignment, the Transfer Fee shall still apply if the Engagement occurs within **9 months** of the date of Introduction.

8.3 The standard Transfer Fee is calculated as **25% of the Agency Worker’s total expected gross annual Remuneration** in the new role (inclusive of all salary, benefits, and guaranteed payments). Where this figure is not known, the Transfer Fee will default to the equivalent of **195 times the agreed daily rate** (or **130 times the weekly rate**) for the Assignment.

#### 8.4 Alternative to Transfer Fee – Extended Hire

The Client may avoid the Transfer Fee by opting for a **Period of Extended Hire**, during which the Agency Worker will remain on Rising Hope Education’s books but continue working for the Client under standard terms.

- a) The Extended Hire period is **26 consecutive calendar weeks**;
- b) Notice of intent to pursue this option must be given in writing to Rising Hope Education **at least 14 days before** the Engagement begins;
- c) All Charges under clause 6 will continue to apply for the duration of the Extended Hire.

8.5 If the Client fails to provide notice of its intention to commence an Extended Hire before directly Engaging the Agency Worker, the full Transfer Fee shall become immediately payable.

8.6 In cases where the Client initially agrees to a **fixed-term Engagement** of less than 12 months, Rising Hope Education may, at its sole discretion, reduce the Transfer Fee on a **pro rata** basis. If the Engagement is extended beyond the agreed term or the Agency Worker is reEngaged within 12 months of the original start date, the remaining balance of the full Transfer Fee will become payable.

8.7 Transfer Fees are **non-refundable** under all circumstances, including where the Engagement is later terminated or does not proceed to full term.

8.8 All Transfer Fees are subject to **VAT at the prevailing rate**.

### 9. Suitability Checks and Information to Be Provided in Special Situations

9.1 Rising Hope Education is committed to safeguarding and quality assurance in every placement. Where the Assignment involves working with **children, vulnerable adults, or individuals in regulated activity**, the following provisions shall apply:

#### 9.2 Compliance with Legal and Regulatory Requirements

9.2.1 Prior to placement, Rising Hope Education shall take all **reasonably practicable steps** to ensure the suitability of the Agency Worker for the role. This includes, where applicable:

- a) Verifying identity and right-to-work documentation;





- b) Confirming relevant qualifications, professional registrations, and statutory authorisations (e.g. QTS, HLTA, social work registration);
- c) Ensuring the Agency Worker holds a valid **enhanced DBS certificate**, with appropriate Barred List checks where required by law;
- d) Obtaining a **minimum of two professional references**, covering recent and relevant experience (excluding relatives), and ensuring these can be shared with the Client; • e) Confirming the Agency Worker's experience in similar educational or care settings;
- f) Assessing the Agency Worker's safeguarding training and awareness.

9.2.2 If any of the above checks cannot be completed in full despite reasonable efforts, Rising Hope Education will inform the Client of:

- a) The steps taken;
- b) Any gaps in the information obtained;
- c) Any associated risk factors known at the time.

### 9.3 Client's Obligations in Safeguarding Contexts

9.3.1 The Client shall notify Rising Hope Education at the time of booking if the role:

- a) Involves contact with or care of children or vulnerable persons;
- b) Constitutes **regulated activity** under current safeguarding laws (e.g. Safeguarding Vulnerable Groups Act 2006);
- c) Requires any specific clearances, risk assessments, or internal vetting beyond statutory checks.

9.3.2 The Client agrees to cooperate with Rising Hope Education in the selection and approval process, including:

- a) Providing access to relevant policies or safeguarding procedures upon request;
- b) Informing Rising Hope Education of any concerns or incidents that arise during the Assignment which may impact the safety, conduct, or ongoing suitability of the Agency Worker.

### 9.4 Serious Incidents and DBS Reporting

9.4.1 If an Agency Worker is removed from an Assignment due to **alleged misconduct, safeguarding concerns, or unsuitability**, and if such concerns would reasonably trigger an obligation to notify a regulatory or statutory body (e.g. **Disclosure and Barring Service**), the Client agrees to:

- a) Inform Rising Hope Education **immediately** in writing, providing sufficient detail;





- b) Cooperate in providing all information necessary to support any legal reporting obligations or internal investigations;
- c) Maintain appropriate records of the incident and ensure confidentiality where required.

## 10. Unsuitability of the Agency Worker

10.1 The Client is responsible for supervising and directing the Agency Worker throughout the Assignment. While Rising Hope Education makes every effort to provide staff who meet the needs of the role, we recognise that from time to time a placement may not be a good fit.

### 10.2 Right to Remove an Unsuitable Agency Worker

If, in the Client's reasonable opinion, an Agency Worker is unsuitable for the Assignment for reasons of conduct, capability, compliance, or fit for the role, the Client may:

- a) Instruct the Agency Worker to leave the site and not return; and
- b) Notify Rising Hope Education **immediately** by phone or email, with written confirmation within **48 hours** of the removal.

10.3 Provided that:

- a) The Assignment is terminated within **4 hours** of the Agency Worker's start time for Assignments longer than 7 hours (or **2 hours** for Assignments of 7 hours or less); and
- b) The Client notifies Rising Hope Education within 48 hours in writing;

...Rising Hope Education may, at its discretion, **waive or reduce the Charges** for that day.

10.4 If the Client does not comply with the above conditions or if the Agency Worker is retained beyond the stated timeframe, the Client shall remain liable to pay all Charges incurred for the time worked.

### 10.5 Rising Hope Education's Right to Withdraw the Worker

Rising Hope Education reserves the right to:

- a) Withdraw an Agency Worker from an Assignment at any time if we become aware of any concerns that raise doubts about the worker's suitability, safety, legal status, or conduct;





- b) Terminate the Assignment without notice where there is a safeguarding or legal risk, or where continuing would breach our regulatory obligations.

In such cases, Rising Hope Education will inform the Client immediately and, where possible, seek to offer a suitable replacement.

10.6 Where the Assignment is terminated by Rising Hope Education, the Client shall remain liable for all Charges accrued up to the point of termination.

### 10.7 Non-Attendance

The Client agrees to notify Rising Hope Education **immediately**, and in any event within **2 hours of the scheduled start time**, if:

- a) An Agency Worker fails to attend work as expected; or
- b) The Agency Worker has indicated that they are unable to attend due to illness, travel disruption, or any other reason.

This allows Rising Hope Education to respond quickly, communicate with the worker, and seek a potential replacement if necessary. **11. Termination of the Assignment**

11.1 Either the **Client, Rising Hope Education**, or the **Agency Worker** may terminate an Assignment at any time and with immediate effect. No prior notice is required unless otherwise agreed in writing before the Assignment commenced.

11.2 Where the Client terminates the Assignment early for any reason:

- a) The Client shall remain liable for all Charges accrued up to the point of termination;
- b) If the Assignment was pre-booked as a full or multi-day arrangement, and the Agency Worker is sent home without valid cause or sufficient notice, Rising Hope Education reserves the right to charge for the **originally agreed hours or days**, at its discretion;
- c) If the Assignment is terminated within the same day it commenced due to concerns about suitability, the provisions of **Section 10** will apply.

11.3 Where the Agency Worker terminates the Assignment (e.g., through resignation, illness, or refusal to continue), Rising Hope Education will:

- a) Notify the Client as soon as reasonably practicable;
- b) Where possible, offer a suitable replacement from our vetted pool of workers;
- c) Work with the Client to minimise disruption to service.

11.4 Rising Hope Education may terminate the Assignment at any time if:

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- a) Continuing the placement would pose a legal, regulatory, or reputational risk;
- b) The Client is found to be in breach of any safeguarding, health and safety, or compliance obligations;
- c) The Client fails to pay invoices in line with agreed terms under **Section 6**;
- d) The environment becomes unsafe or inappropriate for the Agency Worker.

11.5 Termination of the Assignment does not affect any accrued rights, outstanding Charges, or ongoing obligations under these Terms, including clauses relating to confidentiality, safeguarding, and payment.

## 12. Confidentiality and Data Protection

12.1 Both Rising Hope Education and the Client agree to treat all information shared under these Terms as strictly confidential, unless disclosure is required by law, regulatory obligation, or with prior written consent of the other party.

### 12.2 Confidentiality – Agency Worker Information

12.2.1 The Client acknowledges that information about Agency Workers—such as CVs, identity documents, DBS details, references, and other personal or professional records—are confidential and protected under **applicable Data Protection Laws**, including the **UK GDPR** and **Data Protection Act 2018**.

12.2.2 Such information is provided **solely for the purpose of assessing suitability** for an Assignment and may not be disclosed to any third party without the prior written consent of Rising Hope Education (except where required by safeguarding or legal duty).

12.2.3 The Client agrees to store and handle all personal data received from Rising Hope Education securely and to ensure that only authorised personnel with a legitimate need have access to it.

### 12.3 Confidentiality – Client Information

12.3.1 Rising Hope Education also agrees to treat as confidential any information provided by the Client, including details of internal policies, staffing structures, pay and benefits (where disclosed under AWR obligations), and any sensitive operational or commercial information.

12.3.2 This duty of confidentiality applies to all information received in writing, verbally, or electronically, whether marked as confidential or not, and shall survive the conclusion of any Assignment or the termination of these Terms.





## 12.4 Data Protection Compliance

12.4.1 Both parties shall comply with all applicable Data Protection Laws in relation to the processing of personal data, including:

- a) Maintaining appropriate technical and organisational measures to protect personal data;
- b) Ensuring transparency and lawful basis for processing under Article 6 of the UK GDPR;
- c) Cooperating with reasonable data subject access requests, rectification requests, or erasure requests where legally required.

12.4.2 Rising Hope Education is the data controller for information relating to Agency Workers in the course of our recruitment and placement processes. The Client is a separate data controller for any processing it undertakes independently during the Assignment.

12.4.3 Where legally required, both parties agree to enter into a separate **data sharing or data processing agreement** upon request, particularly where high volumes of personal or special category data are exchanged.

## 13. Intellectual Property Rights

13.1 Any intellectual property created by the Agency Worker during the course of the Assignment, including (but not limited to) teaching resources, lesson plans, assessment tools, or digital content, shall, where legally permissible, be considered the property of the Client.

13.2 Rising Hope Education will use reasonable endeavours to ensure the Agency Worker agrees to assign any rights and sign any documentation necessary to formalise the Client's ownership of such intellectual property.

13.3 This clause does not apply to pre-existing materials, proprietary tools, or personal methodologies owned by the Agency Worker or any third party.

## 14. Liability and Indemnity

14.1 While Rising Hope Education takes all reasonable steps to provide Agency Workers with appropriate experience, qualifications, and background checks, we do not accept liability for any loss, damage, delay, or expense incurred by the Client arising from:

- a) The acts or omissions of the Agency Worker;
- b) Any failure by the Agency Worker to meet performance expectations; • c) Non-attendance or early termination of an Assignment by the Agency Worker;
- d) Any delay in sourcing or replacing an Agency Worker.

14.2 Nothing in these Terms shall exclude or limit liability for death or personal injury resulting from negligence, fraud, or any other liability that cannot be excluded under applicable law.

14.3 Agency Workers supplied by Rising Hope Education are under the Client's direction and control throughout the Assignment. Accordingly, the Client is responsible for:

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- a) Supervising the Agency Worker's performance;
- b) Ensuring compliance with health and safety regulations;
- c) Providing a safe and lawful working environment;
- d) Holding adequate public liability and employer's liability insurance for the duration of the Assignment.

14.4 The Client agrees to indemnify and hold harmless Rising Hope Education from any and all claims, losses, damages, or liabilities arising out of:

- a) The Client's breach of these Terms;
- b) Any act, omission, or negligence by the Client during or related to an Assignment;
- c) The Client's failure to comply with relevant legislation, including safeguarding, employment, and data protection laws.

14.5 The Client shall notify Rising Hope Education within 7 calendar days of becoming aware of any actual or potential claim or complaint brought by or on behalf of an Agency Worker under the AWR.

14.6 In such cases, the Client agrees to provide all assistance, documentation, and cooperation requested by Rising Hope Education to address, respond to, or defend against such claims, including covering related costs if due to the Client's non-compliance.

## 15. Notices

15.1 All notices or communications required under these Terms must be made in writing and delivered by one of the following methods:

- a) Personal delivery;
- b) First-class post;
- c) Email (to the designated contact email address).

15.2 Notices shall be deemed received:

- a) If delivered personally: at the time of delivery;
- b) If sent by first-class post: 48 hours after posting;
- c) If sent by email: at the time of transmission, provided that no delivery failure notice is received.

15.3 Either party may change its contact details for notices by giving written notice to the other party in accordance with this clause.





## 16. Severability

16.1 If any provision or part-provision of these Terms is found by any court or competent authority to be invalid, illegal, or unenforceable, that provision or part-provision shall be deemed deleted, but the remaining provisions shall remain in full force and effect.

16.2 If any invalid, illegal, or unenforceable provision would be valid, enforceable, and legal if some part of it were deleted or modified, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.

## 17. Rights of Third Parties

17.1 A person who is not a party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

17.2 This clause does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 18. Governing Law and Jurisdiction

18.1 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of England and Wales.

18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter.

### Signed for and on behalf of the Client:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

End of Terms

