



The School of Excellence

Terms & Conditions

Corsi Fashion Online on behalf of **ImageLab The School of Excellence** will act as an intermediary for the placement of students who wish to gain academic experience within the confines of the course offered. It is agreed between the parties to these terms and conditions that Students placed through Corsi Fashion online are committed to follow these values.

As a provider of academic placements, Corsi Fashion online will take ultimate responsibility for ensuring that placement students have enrolled on the appropriate Scheme/s.

Agreed terms:

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply to this agreement:

Actual Vacancies: The client's vacant position as the client informs Corsi Fashion online from time to time in accordance with this agreement.

Assignment: shall have the meaning set out in clause 4.

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

Commencement Date: shall have the meaning set out in clause 2.2.

Deposit: amount required to place an Order with Corsi Fashion online.

Indemnity: shall have the meaning set out in clause 9 and Indemnified and Indemnifies shall be construed accordingly.

Introduce: the provision to the client of information by Corsi Fashion online by way of a curriculum vitae or in such format as the client may from time to time require which identifies the Student and leads to the client engaging with the Student and Introduction and Introduce shall be construed accordingly.

Introduction Date: the date Corsi Fashion online Introduces the Student to the client in accordance with clause 3.

Fees: shall have the meaning set out in clause 5.

Order: signed confirmation of Corsi Fashion online terms of business.

Suitable Candidate: shall have the meaning set out in clause 3.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)

1.4 The schedule(s) form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedule(s).

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.9 A reference to writing or written includes faxes save where expressly stated to the contrary.

1.10 Any words following the terms including, include, in particular 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.

2. Basis of contract

2.1 The Order constitutes an offer by the client to purchase services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Corsi Fashion online has received the Deposit and issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 The Contract constitutes the entire agreement between the parties. The client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Corsi Fashion online which is not set out in the Contract.

2.4 Any descriptions or illustrations contained in Corsi Fashion online's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Corsi Fashion online obligations

3.1 These terms set out the agreement between Corsi Fashion online and the client/student.

3.2 Corsi Fashion online agrees to search for Students who are suitable candidates for the Actual Vacancies. A candidate will be deemed suitable (for the purposes of deposit guarantees) only if they fulfil ALL of the following:

has specifically applied for the role, AND;

is available for the agreed dates and period, AND;

has been personally interviewed by us, AND;

has confirmed their legal status to carry out the role.

Candidates may still be submitted who do not fit all suitability criteria where they are deemed of potential interest to the client, but such candidates will not count towards the deposit guarantee unless an offer is made to them.

3.3 Where an offer is made by the client to any candidate, whether suitable (with reference to clause 3.2) or not, and even if declined by the candidate, the candidate shall then be considered as suitable.

3.4 Corsi Fashion online will endeavour to only introduce students who have the right to study in the relevant jurisdiction.

3.5 Any resulting changes agreed to the services, fees or any other aspect of the agreement shall be confirmed in writing. Otherwise, the previous arrangements shall apply.

4. Client's obligations

When making a request for the provision of a student placement to perform certain services (Assignment), the client will give Corsi Fashion online details of:

a. the date on which the client requires the student placement to commence the course and the duration, or likely duration, of the course;

- b. the position which the client seeks to fill, including the type of work the student placement will be required to do, the location at which, and the hours during which, the student placement will be required to work, and any risk to health or safety known to the client and what steps the client has taken to prevent or control such risks;
- c. the experience, training, qualifications and any authorisation which the client considers are necessary, or which are required by law, or by any professional body, for the student placement to possess in order to gain work experience; and
- d. any expenses payable by or to the placement student; and
- e. make their own enquiries with regard to the placements students' acceptance on the appropriate Scheme for students

5. Fees, Deposits and VAT

5.1 Invoices will be issued upon or as soon as possible after the scheduled start date of the candidate and will be due and payable to Corsi Fashion online immediately unless otherwise agreed in writing.

5.2 Any sums payable by the client under this agreement which remain outstanding after the agreed date for payment shall carry interest (both before and after judgment) on a daily basis at an annual rate equal to 8% above the base rate of Barclays Bank PLC. Corsi Fashion online Acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts Act 1998 (as amended).

5.3 The deposit is not refundable where at least two suitable candidates (with reference to clause 3 above) have been submitted for consideration. This applies whether or not an offer is subsequently made.

5.4 If an appointed student chooses to leave the placement or is terminated by the Company within 1 calendar month of the actual start date at least one additional suitable candidate for consideration (with reference to clause 3 above). In the event was Corsi Fashion online are unable to present a suitable candidate within 3 months of being informed of the termination the deposit will be refundable in full. Otherwise deposits are non-refundable.

5.5 Where, Corsi Fashion online charge VAT to the client included in the price.

6. Default and early termination

6.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a. Either party commits any material breach of this agreement (repeated failure by either party to comply with this agreement generally will amount to a material breach) and (in the case of a breach capable of being remedied) shall have failed to remedy the breach within ten Business Days after receiving a written notice of the breach requiring the breach to be remedied within such period; or
- b. Either party becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with creditors generally, is wound up or any step is taken towards any of these events.

7. Effect of early termination

Any termination of this agreement however caused shall not affect:

- a. any rights or liabilities which have accrued before the time of termination; or
- b. the continuance in force of any provision of this agreement which expressly or by implication is intended to come into or continue in force after termination.

8. Announcements

Each party shall ensure that, except as may be required by law or any regulatory authority, neither it nor any of its employees, agents or contractors (or any tier) shall make, or cause to be made, (whether to the employees, customers, suppliers, public, press or otherwise) any communication, media statement, announcement or other disclosure whatsoever, whether written or oral, about the other party to this agreement, the existence of this agreement or any matter referred to in this agreement without the other party's prior written consent to its contents.

9. Indemnities and insurance

9.1 The client shall indemnify Corsi Fashion online and any successor to Corsi Fashion online against all liability, assessment or claim:

- a. any National Insurance contributions, income tax or other taxation obligations where such liability, assessment, or claim arises or is made in connection with payments made by the client in respect of work done by the student placement; or
- b. arising from any such student placement having at any time claimed or being held or deemed to have been an employee of the client or been otherwise engaged directly by the client including any claim for wrongful or unfair dismissal or redundancy payment.

10. Confidentiality

10.1 Neither party shall during and after termination of this agreement, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential or which is confidential by its nature.

10.2 Each party shall on demand and on termination of this agreement surrender to the client all materials relating to such confidential information in its or its personnel's agent or representatives' possession.

11. Limitation of liability:

THE CLIENTS ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

11.1 Nothing in these Conditions shall limit or exclude Corsi Fashion online's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b. fraud or fraudulent misrepresentation; or

11.2 Subject to clause 11.1:

- a. Corsi Fashion online shall under no circumstances whatever be liable to the client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- b. Corsi Fashion online total liability to the client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Fee for each Assignment.

11.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.4 This clause 11 shall survive termination of the Contract.

12. Data protection compliance

To the extent that any data or information belonging to the client is personal data within the meaning of the Data Protection Act 1998 or equivalent legislation in the territory:

- a. Corsi Fashion online will process such data and information only in accordance with the client's instructions;
- b. Corsi Fashion online will not transmit such data and information to a country or territory outside the European Economic Area without the client's prior express written consent; and
- c. Corsi Fashion online will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the client as data controller.

13. Warranties and undertakings

13.1 Corsi Fashion online warrants that it has the necessary expertise to provide the services contemplated in this agreement and will perform them in keeping with the highest professional business standards by using appropriately qualified, experienced and trained personnel.

13.2 Corsi Fashion online warrants that it does and it shall comply with the all relevant statutes, laws, regulations and codes of practice from time to time in force in the relevant Territory.

13.3 Each party warrants that it has full capacity and authority to enter into and perform this agreement.

14. Non-solicitation

The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from, the end of the term of this agreement, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any key executive of the other party who has worked on the services provided under this agreement at any time during the term of this agreement.

15. Extensions & Permanent Employment

16. Assignment and sub-contracting

16.1 Neither party shall, with the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed), assign, transfer, mortgage, charge, or deal in any manner with this agreement or any of its rights and obligations under this agreement (or any document referred to in it), or purport to do any of the same.

16.2 Each party that has rights under this agreement is acting on its own behalf and not for the benefit of another person.

17. Entire agreement

17.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

17.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

17.3 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

18. Contracts (Rights of Third Parties) Act 1999

18.1 A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

18.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

19. Governing law and jurisdiction

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

19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated on order.