

Essential Staff Community Guidelines

Welcome to Essential Staff! We are an online flexible staffing platform, empowering people to harness their skills and expertise in various industries. The Essential Staff app has been designed to bring two groups together – freelancers/part-time employees and business owners. We connect businesses that are looking to engage temporary staff on an ad hoc basis to meet their particular requirements, such as covering events, (each such business being the “Client”) with individuals searching for ad hoc opportunities to provide their services (each such individual being a “Candidate”).

These terms and conditions (the “Essential Staff Community Guidelines”) preside over the use by Candidates of the services offered by Essential Staff via ES website, web application (accessible via the following URL www.essentialstaff.co.uk or www.essentialstaff.co) and mobile applications. Such services, website and mobile applications are hereinafter together referred to as the “Service”. The Service is operated by Essential Staff Limited of 11 Park View Road, NW10 1AD (company registration number: 08960727) referred to as “ES”, “we”, “our”, “us” and the “Company”.

These Community Guidelines also establish the terms and conditions on which ES will provide Candidates with the prospect of providing temporary services to Clients and the terms and conditions on which those temporary services must be provided. These Community Guidelines shall govern all Engagements undertaken by Candidates. No contract shall exist between ES and you between Engagements.

If you are a Candidate, please read these Essential Staff Community Guidelines carefully and in conjunction with the ES Privacy Policy before using the Service. Your use of the Service (including by accepting and undertaking Engagements)

constitutes your acceptance of and agreement to all of the terms and conditions defined herein.

If you are a Client, please refer to the ES Terms of Service, along with any other agreement which may be in place between ES and the Client, such as a ES terms and conditions and ES Service Level Agreement (if applicable), and the ES Privacy Policy, which preside over your use of the Service.

ES reserves the right, from time to time, with or without notice, to change Essential Staff Community Guidelines at its sole discretion, and the latest version will appear on the Service with the date that it was last updated. ES will notify the Candidates by way of notice on the ES online platform and email (to the email address registered with ES candidate app) when any changes are announced. By using the Service after any changes have been posted, you agree to the new terms. If ES makes any significant changes to these ES Community Guidelines, it will notify candidates by email (to the email address registered with ES candidate app) in advance.

1. Definitions and Interpretation

- a. The following definitions and rules of interpretation apply in these Community Guidelines:

“Account” means the ES account you open when you register to become a Candidate and use ES Services;

“Agency Regulations” means the Agency Workers Regulations 2010;

“Appoint” means the employment or engagement of any individual who is or was a Candidate by a Client or any of its Group Companies, whether directly or indirectly or through any employment business other than ES as a direct result of any Engagement or introduction of that individual via the Service to

the Client and the terms Appointed, Appoints or Appointment shall be construed accordingly;

“Assignment” means a description of services required that is published by a Client on the Service which includes without limitation the pay rates, times and locations for the performance of those services;

“Conduct Regulations” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

“Confidential Information” means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client, ES or Essential Group Of Companies for the time being confidential to the Client, ES or ES’s Group Companies and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or ES or ES’s Group Companies or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that the Temporary Worker creates, develops, receives or obtains in connection with an Engagement, whether or not such information (if in anything other than oral form) is marked confidential;

“Engagement” means a Client’s engagement of a Candidate via the Service to provide Candidate Services in respect of any Assignment;

“Group Company” means in relation to a company (or similar entity) any holding companies or subsidiary companies of that company (or similar entity) (together with any holding companies or subsidiary companies of such subsidiary) where “holding company” and “subsidiary company” shall have the

meaning given in section 1159 of the Companies Act 2006. The term Group Companies shall be construed accordingly;

“Introduction Fee” means a fee payable by the Client to ES in the circumstances set out in clause 18;

“Qualifying Candidate” means any Candidate who, at the relevant time, has provided or delivered services to the Client for the Qualifying Period and, accordingly, is entitled to the rights conferred by regulation 5 of the Agency Regulations;

“Qualifying Period” means the 12-week qualifying period as defined in regulation 7 of the Agency Regulations, subject to regulations 8 and 9 of the Agency Regulations;

“Relevant Period” has the meaning given to it in regulation 10(5) and (6) of the Conduct Regulations;

“Shift” means one or more recurring periods in which a Candidate provides services in relation to a single Engagement;

“Candidate Services” means the activities to be performed by a Candidate during the course of any Engagement; and

“User” means a Candidate or a Client that registers for an Account

In these Community Guidelines headings (including any sections and subsections) are for convenience only and do not affect interpretation.

References to “you” are a reference to a Candidate.

2. User Accounts

1. Candidates are obliged to create an Account in order to use the Service. By joining, the Candidate app confirms that they are aged 18 or over and are legally capable of entering into binding contracts. ES candidate app will

provide you with login credentials and on-boarding information.

2. All User Accounts are associated with individuals. All Users are responsible for their Accounts, including making sure that all User details are accurate and updated timely and for ensuring that their password is safe and secure. If a Candidate has any reason to believe that its Account is being used by anyone else, Contact Us immediately by emailing support@essentialstaff.co.uk. If we believe that a Candidate's Account has been compromised, we may suspend that account and will contact the Candidate to try and resolve the problem.
3. We may, at our absolute discretion, refuse to register any person or entity as a User.
4. If you have any problems creating an account, logging into your Account or updating your details, please have a look at our FAQs or Contact Us support@essentialstaff.co.uk

3. Content on our Service

1. We may change, modify or remove content, functionality or parts of our Service at any time.
5. The legal rights (including the intellectual property rights) in our Service and any content on it is owned by us, or licensed to us by third parties. Our Service and content is protected by international copyright laws and database rights. Save for the limited right to use the ordinary functionality of the Service as granted under these Terms of Service, nothing on our Service grants you any licence or right to use, alter or remove such material. You may not use our trademarks, logos or other intellectual property without our prior written approval.
6. From time to time, our Service may include links to other websites, applications or web properties. These links are provided for your convenience to provide further information. We have no control over, or responsibility for, the content of the linked websites, applications or web properties.

7. We do not guarantee that the Service, or any content on it, will always be available or be uninterrupted. The quality of the Service may be affected by a number of factors including, for example, network connection and internal network, as well as any interference or maintenance work. If a disruption or disturbance occurs on the Service or a part of it or if the Service or a part of it is temporarily out of use or inoperative due to repair or maintenance work, updates or reasons beyond our control (force major), you accept that such interruptions, disturbances or disruptions do not constitute a defect or delay of or in the Service, and, to the extent permitted by law, we shall not be liable for any consequences of or damages resulting from such interruptions, disturbances or disruptions. We or a third party shall seek to repair the problems or failures as soon as possible and to restore the Service to use as soon as possible under the circumstances. We have the right to update the software included in the Service from time to time.
8. Your access to our Service may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will endeavour to restore the Service as soon as we reasonably can.
9. We do not guarantee that the Service, or any content on it, will be free from errors or omissions.

4. User Licence

1. We allow Candidates to submit applications for Assignments (which may include, for example, pictures, text, information and/or other types of content) (the "Content").
10. You hereby grant us an unrestricted, irrevocable, worldwide, non-exclusive, royalty-free, perpetual licence to use, reproduce, modify, adapt, create derivative works from, publish, transmit, communicate to the public, perform and display any of your Content in connection

with the provision, operation, maintenance, development, marketing and improvement of the Service and for other business needs of ES. You accept that this means that we are able to use and exploit the Content in any manner and by any means, method or technology (whether now known or hereafter created) and for such purposes (including but without limitation to promoting part or all of the Service). This section does not affect your rights nor our obligations under the ES Privacy Policy.

11. You irrevocably and unconditionally waive any and all moral rights in any Content.
12. You are solely accountable for your Content and the consequences of posting or publishing it. We do not endorse any Content or any opinion, recommendation, or advice expressed therein. You also acknowledge that we have no liability in connection with the Content and we cannot guarantee and will not be liable for any unauthorised copying, distribution or use of your Content.
13. By uploading and publishing your Content you warrant, represent and undertake that you are the creator and owner of the Content, have the right to grant us the rights contain in these Community Guidelines and that you will comply with all your obligations regarding uploading content to our Service including without limitation those set out at clause 5.1, below. You warrant that the Content is accurate and complete in all material respects and you have (and will continue to have during your use of the Service) all necessary licences, rights consents and permissions which are required to enable us to use your Content as contemplated by these Essential Staff Community Guidelines.

5. Your use of our Service

1. You agree that you will not:
 - a. (a) impersonate any other person, conduct yourself in an offensive or abusive manner, or use the Service for any unlawful purposes;

- b. (b) fail to deliver Candidates Services to the Client Business or Private;
- c. (c) advertise or offer to sell any goods or services for any commercial purpose through the Service which are not relevant to the services offered via the Service;
- d. (d) use virtual private networks, false email addresses or any other means to mask your identity;
- e. (e) attempt to access the accounts of other Users or upload, share or submit content containing any spy ware, adware, viruses, corrupt files, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information;
- f. (f) disable or modify any copy protection technology used on the Service;
- g. (g) abuse or manipulate the rating/review system on the Service;
- h. (h) alter or modify, translate, adapt, merge, make derivative works of, decompile, disassemble, reverse compile, reverse engineer or otherwise attempt to derive the source code for any part of the Service or any of the Services;
- i. (i) collect, harvest or 'scrape' any data from any web pages contained in the Service;
- j. (j) upload, share or submit content that is or may be interpreted as obscene, indecent, pornographic, sexually explicit, libellous, maliciously false, inaccurate, misleading, depicting violence (in an explicit, graphic or gratuitous manner) offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or cause annoyance,

inconvenience or needless anxiety to any person or be in breach of hate speech or discrimination legislation;

- k. (k) upload, share or submit any content that infringes any proprietary rights of any third party including any patent, copyright, moral right, database right, trade mark right, design right, trade secret rights in passing off, rights of privacy, publicity, confidence, or under data protection legislation or other intellectual property law; upload, share or submit any content that is false, deceptive, misleading, deceitful, false, inaccurate or akin to a 'bait and switch' offer;
- l. (l) do or omit to do anything which would bring us, the Service, our suppliers or other Users into disrepute or in any way damage our or their reputation; interfere with another User's use and enjoyment of the Service in any other manner that could damage, disable, over burden or impair the Service; or
 - a. (m) otherwise use the Service in violation of these Community Guidelines.
- 2. We may suspend, restrict or terminate your Account and/or your access to the Service if we believe that you have breached these Community Guidelines. This does not limit our right to take any other actions against you that we consider appropriate to protect our rights.

6. Your Relationship with ES

- 1. ES operates as an employment business within the meaning of the Employment Agencies Act 1973 and the Conduct Regulations.
- 14. Upon accepting an Engagement, Candidates are engaged by ES as self-employed or pay-rolled workers within the meaning of section 230(3) of the Employment Rights Act 1996.

7. Terms of Assignments

1. ES does not review, approve, recommend or verify any of the credentials, licences or statements in relation to Assignments posted by Clients on its Services. ES shall not be liable or responsible to the extent it has been provided with misleading, inaccurate, false or fraudulent information by Clients.
3. In respect of each Engagement, Candidates shall be engaged by ES under a contract for services. ES candidates act for and under the control of Clients for the duration of each Engagement. ES and its Group Companies are not responsible for the actions, omissions, negligence or misconduct of Candidates or Clients.
4. At the time when an Assignment is available for a Candidate to view, ES shall provide Candidates with the following information:
 - a. (a) the identity of the Client, and if applicable the nature of its business;
 - b. (b) the date on which the Client requires the Candidate to commence work and the duration, or likely duration, of that work;
 - c. (c) the position which the Client is seeking to fill, including the type of work the Candidate would be required to do, the location at which, and the hours during which, the Candidate would 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;
 - d. (d) the hourly rate at which the Candidates would be paid;
 - e. (e) the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law, or any professional body, for the Candidate to possess in order to work the Assignment; and
 - b. (f) any expenses payable by or to the Candidate.
5. At the time when a Candidate applies for an Assignment, the Candidate shall provide accurate information regarding

their experience, training, qualifications and authorisations which are necessary for the Assignment. In applying for an Assignment, the Candidate confirms that they are willing to carry out the Assignment.

6. You understand and agree that ES will use reasonable endeavours to verify your identity and to confirm that you have the necessary skills, qualifications and experience to apply for Assignments and undertake Engagements with the Clients. This may include ES conducting extensive background checks to verify your identity and criminal record and Candidates give ES all necessary consents to undertake such checks to the extent permitted by applicable law.

8. Accepting Engagements

1. You are not required to apply for any Assignments and, upon applying for an Assignment, are not obliged to accept any subsequent Engagement. Similarly, ES is not obliged to make any Assignments available to you and is not obliged to ensure that Clients offer you Engagements.
7. Upon accepting an Engagement, as soon as possible before the commencement of the Engagement and during each Engagement (as appropriate) and at any time at ES's request, you undertake to:
 - a. (a) notify ES of any calendar weeks whether before the date of commencement of the relevant Engagement or during the relevant Engagement in which you have worked in the same or a similar role with the Client via any third party;
 - b. (b) provide ES with all the details of such work, including (without limitation) details of when, where and the period(s) during which such work was undertaken, the role performed and any other details requested by ES; and
 - c. (c) inform ES if, before the date of the commencement of the relevant Engagement, you have:

- d. (i) completed two or more assignments with the Client;
 - e. (ii) completed at least one assignment with the Client and one or more assignments with a Group Company of the Client; or
 - c. (iii) worked in more than two roles during an assignment with the Client and on at least two occasions has worked in a role that was not the same role as the previous role.
8. Upon being engaged via the Service to perform an Engagement, the Candidate may, at any time prior to the commencement of such Engagement (or the first Shift of the same) cancel the Engagement at any time.

9. Confirming and Performing Engagements

1. For each Shift and/or Engagement, ES requires you to confirm that you will be attending the shift. All shifts must be confirmed via ES Candidate mobile application.
- d. For each Shift and/or Engagement booked, you will have 24 hours window to cancel the shift.
 - e. By accepting any Shift within 48 hours of the scheduled Shift start time, you are deemed to have confirmed your attendance for the Shift.
9. Upon accepting an Engagement you confirm that:
- f. you are expected to be able to fulfill the necessary duties and responsibilities of the Engagement
 - g. you will co-operate with the Client's lawful and reasonable instructions and will accept the director, supervision and control of any responsible person within the Client's organisation;
 - h. you will observe and obey any of the Client's relevant rules, policies and/or regulations including, without limitation, the Client's health and safety policies;
 - i. you will abide by the Client's uniform and conduct rules (if any);
 - j. you will take all reasonable steps to safeguard your own health and safety and that of any other person

who may be present or be affected by your actions whilst you are performing the Engagement;

- k. you will be on your best behaviour, work hard and serve the Client to the best of your ability at all times during your Shift and/or Engagement;
 - l. you will not engage in any misconduct or behaviour which is detrimental to the interests of ES or the Client. This includes any actions that could bring ES or the Client into disrepute and/or which could result in loss of business for either party.
10. You will be required to perform the Engagement or Shifts at the location specified in the applicable Assignment or at such other location as ES may notify to you. Your travelling expenses will not be reimbursed unless otherwise specified in the Assignment or agreed with ES in writing.
11. You are required, when performing an Engagement or Shift, to be dressed in clean work clothes / uniform and to be immaculate in appearance. Your hair must always be clean and tidy, long hair should be tied up and men should be clean shaven, with the following exceptions: a neatly trimmed moustache, goatee or beard is permitted. You will receive more information on this during your induction. Please check our website www.essentialstaff.co.uk for full details regarding uniform requirements and conduct. If ES receives two or more complaints from Clients regarding your appearance or cancellation of last minute shifts, ES reserves the right charge you £10 each time and to suspend your use of the Services when we deem necessary and to require you to attend another induction session at the ES offices to regain access to the Services.
12. If, either before or during the course of an Engagement, you become aware of any reason why you might not be suitable for the Engagement, you must notify ES immediately.
13. You agree that ES may call or text you to facilitate the performance of any of your Engagements.

14. Candidates are not authorised or permitted by ES to enter into any contracts with Clients purporting to be made by or on behalf of ES, or to make any statements or representations to the Client purporting to be made by or on behalf of ES and/or receive loans or advances on wages from the Client.

10. Food Hygiene

1. ES is committed to the highest standard of health and hygiene. You will immediately notify ES if you are suffering from an illness or condition that prevents you from working with food. You warrant that, for the duration in which you are suffering from any such illness or condition, you will not apply for any Assignments or perform any Engagements or Shifts which require you to work with food.

11. Misconduct

1. The following behaviour will be regarded as misconduct which could entitle the Client to ask you to leave the Shift/Engagement:

- a. (a) Theft and/or fraud.
- b. (b) Discrimination, bullying and harassment.
- c. (c) The use of company facilities and equipment for personal reasons in work time.
- d. (d) Damage to property belonging to or in the possession of the Client or of other service providers.
- e. (e) Drunkenness.
- f. (f) Abusive behaviour (verbal or non-verbal) physical violence or assault.
- g. (g) Swearing or abusive language. Fighting at work.
- h. (h) The willful failure to follow management instructions or guidelines.
- i. (i) Possession of an offensive weapon.
- j. (j) Smoking in the workplace, or consumption of alcohol or drugs.

- k. (k) Conduct likely to endanger persons or property.
 - l. (l) Failing to switch off mobile phone during your working hours.
 - m. (m) Any use of mobile phone outside of your designated rest breaks or for the purposes of clocking in and out of an assignment and other assignment related issues.
 - m. (n) Failure to speak English if requested by the client.
15. If you are asked to leave a Shift/Engagement for any of the behaviours identified above, you will not be paid for the remainder of the Shift/Engagement and ES reserves the right to terminate this contract and prevent you from using the Services.

12. Remuneration

1. You will be paid as per the salary set by you when registering on the app per each role chosen and/or per each job accepted that the client has previously advertised with the hourly wage. You will be paid in accordance with the gross hourly rates if you are self-employed and if you are on ES payroll, we will issue an automated payslip with the deduction of tax, NIN and student loans when applicable and in accordance with laws. For the avoidance of doubt, the Remuneration shall never be less than the minimum hourly rates set out in the laws of England and Wales from time to time.
15. In addition to the Remuneration, following completion of the Engagement, you will receive a payment in lieu of holiday (the "Holiday Pay") that is or would become due and payable to you in accordance with applicable laws, again subject to deductions for income tax and National Insurance contributions in accordance with applicable laws.
16. Subject to your compliance with ES's timekeeping procedures set out in clause 14, payment of the Remuneration and the Holiday Pay will be made to the bank account nominated by you on your Account within twenty-one days following completion of the Engagement,

regardless of whether ES has received payment from the Client for those hours.

17. Where, pursuant to the terms of an Engagement, the Client has agreed to reimburse a Candidate for certain expenses (for example, food and travel), claims for such expenses must be made within 48 hours of completing the Shift/Engagement in respect of which the expenses were incurred. Expenses will only be reimbursed where they are reasonably incurred and evidenced by receipts.
18. ES reserves the right to make deductions from any payments due to you from ES for any sums owed by you to ES, including but not limited to any overpayment in respect of previous Engagements, any other deductible expense or cost, and/or the amount of any loss to ES resulting directly from any act of gross negligence or carelessness or any other breach of these Essential Staff Community Guidelines by you.
19. Subject to any applicable statutory entitlement, you are not entitled to receive payment from ES or the Client for time not spent working on the Engagement, whether in respect of holidays, illness or absence for any other reasons, unless otherwise agreed.

13. Pensions

1. ES currently operates a NEST pension scheme which you may be eligible to join. Membership of this scheme is strictly subject to the rules of the scheme as amended from time to time. ES reserves the right to vary or discontinue any scheme which is in place from time to time. If you are a member of the pension scheme, ES shall be entitled to deduct from your salary any amounts payable by you as member contributions to the pension scheme.

14. Timesheets

1. For each Shift and/or Engagement, ES candidate app will make an automated calculation from when you check in and check out - this will then be sent to your

employer/client who will confirm it and review your performance. At that point, ES will be issuing the payment directly to your bank account that you signed up with.

16. This is to ensure that ES has an accurate record of the hours you have spent working and, therefore, can correctly calculate the pay due to you.
2. If the Client is not approving your timesheet and rating you, we won't be able to issue your payment until they do so. To check whether your timesheet has been approved and/or whether the Client has rated you, you may check the Awaiting Review screen on the app. It is in your best interest to chat with the Client via the app or even better, have the Client approve your time sheet and rate you immediately after each Engagement.
17. If, for any reason you cannot "clock in" and "clock out" using the mobile application at the beginning and end of a shift, please email support@essentialstaff.co.uk
18. In the event that you disagree with a timesheet, please Contact Us at dispute@essentialstaff.co.uk within 48 hours of receiving your pay-slip to lodge a dispute with ES and to state what you consider to be the correct times. ES will consult with the Client in an attempt to resolve the dispute and will confirm the outcome to you in writing.
19. Failure to comply with the time recording procedure at clause 14.1 may result in a delay in making payment of the Remuneration and Holiday Pay to you as we investigate (in a timely fashion) the hours, if any, worked by you. ES will not pay you for hours not worked.
20. The number of hours which you are required to work will be as set out in the Assignment. You are not obliged to work any hours in excess of those set out in the Assignment ("Overtime"), but may agree with the Client to do so. You will receive the Remuneration (plus Holiday Pay, if any) for any Overtime. If you incur any extra travel expenses as a result of working Overtime you may claim these from the Client via us through support@essentialstaff.co.uk stating the client name, date worked and amount due together with pictures of receipts.

Claims for such expenses must be made within 24 hours of completing the Shift in respect of which they were incurred. Expenses will only be reimbursed where they are reasonably incurred and evidenced by receipts.

15. Attendance

1. ES takes punctuality for Engagements very seriously. We encourage you to plan your journey ahead and leaving room for delay. Once you arrive report to a manager/supervisor so you can clock in and generate a timesheet. If you are going to be late for a Shift, please Chat with the client directly and inform them beforehand. If you arrive to a Shift late, the Client is entitled to send you home and or give you a bad rating which will consequently affect your future jobs.
20. If you accept an Engagement which you are subsequently unable to attend, you must notify ES immediately by cancelling the Engagement via the Service. If you cancel a Shift or an Engagement less than 24 hours (but more than 30 minutes) before that Shift or Engagement is due to start you will receive a £10 charge which is split between ES (£5) and the client's (£5) credit towards their next invoice. Equally, if the Client cancels your Engagement last minute, you will be receiving £5 credit towards your next pay out. ES understands that sometimes plans change and that you may need to cancel a shift within 24 hours, so at that point please email dispute and we will try to solve the issue. If cancellation of engagements keep recurring, we will need to suspend your service with us.
21. If you fail to attend your booking without notifying the client and ES, ES reserves the right to terminate this contract and prevent you from using the Services. If you cancel the Engagement via the Service less than 30 minutes before that Shift or Engagement is due to start, ES reserves the right to terminate this contract and prevent you from using the Services.

16. Feedback and ratings

1. By using the Services, you agree to be given feedback by Clients to whom you have provided services. You acknowledge that feedback will consist of ratings and reviews left by Clients and that these ratings and reviews will be used by ES to display on your profile publicly. ES is not legally responsible for any rating or review posted on its services by any Users or third parties.
22. ES uses Clients' ratings of your services provided at its discretion to decide whether to allow you to maintain access to the platform.

17. Your rights

1. If you are on our payroll you are entitled to 5.6 weeks' paid annual leave per year, calculated pro rata by reference to the number of hours worked and accruing at the rate of 12.07% of the hours worked. Holiday entitlement is accrued from your first hour of working. You will be paid an amount in lieu of any accrued but untaken leave following the end of each Engagement.
23. You are entitled to an unpaid rest break of at least 20 minutes during each Shift of over 6 hours. The Client will notify you as to when you may take this (or any other) break. ES cannot guarantee that the Client will provide food, drink or other refreshments, so you are advised to take your own.
24. Under Regulation 4 of the Working Time Regulations 1998 you have a right not to work more than an average of 48 hours in any 17 week period. By using the Services you agree that this limit on working time shall not apply to you unless you give ES not less than three months' prior notice in writing that you wish to withdraw your agreement and for the limit to apply to you.
25. Provided you meet the relevant eligibility criteria, you may be entitled to Statutory Sick Pay. [In all cases of absence, a self-certification form, which is available from the payroll team, contactable on support@essentialstaff.co.uk must be completed on your return to work and supplied to the payroll team on support@essentialstaff.co.uk For any

period of incapacity due to sickness or injury which lasts for seven consecutive days or more, a doctor's certificate (a "statement of fitness for work") stating the reason for absence must be obtained at your own cost and supplied to the payroll team on support@essentialstaff.co.uk. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.]

18. Temporary to Permanent

1. You acknowledge that ES will be able to charge the Client an Introduction Fee where the Client or any of its Group Companies Appoints you within the Relevant Period.
26. The Introduction Fee will not be payable in the circumstances described in clause 18.1 if the Client agrees to have you supplied by ES for a further specified period, at the end of which you may be engaged by the Client or any of its Group Companies without further charge.

19. Termination

1. If you do not contact ES or use the online platform for more than one month, ES reserves the right to terminate your profile from the Services and archive your profile from ES's online platform.
27. Candidates who are suspended from ES's online platform or who have not accepted and worked a Shift within a 3 month period will lose access to the incentives and perks (if any) offered by ES under clause 29.1.
28. No notice is required from you [or ES] to terminate this agreement.

20. Confidentiality

1. In order to protect the confidentiality and trade secrets of any Client and ES and without prejudice to every other duty you agree that you will, both during and after any Engagement, keep confidential and not disclose to any

person (except in the proper performance of your services under any Engagement) nor use for your own benefit or for the benefit of any third party, any Confidential Information. You also agree that you will not, at any time, make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Client or ES except when required to do so in the course of an Engagement, in which circumstances such copy abstract or summary would belong to the Client or ES.

29. You agree to deliver up to the Client or ES at the end of each Shift all documents, ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Client (and all copies) which are in your possession including documents, any data produced, maintained or stored on the Client's computer systems or other electronic equipment and other materials created by you during the Shift.
30. You must also keep confidential details concerning the presence and conduct of any persons attending an event.
31. This clause shall not apply to any information which is in the public domain other than through a breach by you of this or any other obligation of confidentiality, or which you are ordered to disclose by a court of competent jurisdiction.

21. Data Protection

1. During the term of this contract, it will be necessary for ES to retain personal data and other information about you. You consent to ES and Clients holding and processing such personal data for legal, personnel, administrative, management and payroll purposes. In particular, you consent to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to you, as appropriate:
 - a. (a) information about your physical or mental health or condition to monitor sick leave and take decisions as to your fitness for work;

- b. (b) your racial or ethnic origin or religious or similar beliefs to monitor compliance with equal opportunities legislation; and
 - n. (c) information relating to any criminal proceedings in which you have been involved for insurance purposes and to comply with legal requirements and obligations to third parties.
- 21. Any such data processing will at all times be in accordance with the Data Protection Act 1998 and ES recognises the importance of respecting the personal privacy of all its Candidates.
- 22. You also consent to ES making such information available to the Client, ES's Group Companies, those who provide products or services to ES (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of ES or ES's Group Companies or any part of its business.
- 23. You consent to the transfer of such information outside the European Economic Area for purposes connected with the performance of these Community Guidelines.

22. Personal Possessions

1. Neither ES nor Clients will be responsible for your personal belongings. Please ensure that you keep your personal possessions secure. You are advised not to take any items of value with you to Shift or Engagement. Please note that Clients have the right to ask to search your bags on their premises.

23. Security

1. If you have accepted an Engagement which requires security clearance ES reserves the right to pass on necessary details to the relevant authorities. By using the Services you agree to provide a photograph of yourself which may be used for security clearance purposes.

24. Photographs

1. In addition to providing a photograph for the purposes of security, by using the Services you also agree that you allow photographs of your profile and any photos and video footage of Engagements at which you have worked to be published on ES's website and used in other marketing materials which may be produced by ES.

25. Equal Opportunities

1. It is ES's policy to ensure that no Candidate or Client receives less favourable treatment on the grounds of race, sex, disability, age, sexual orientation, religion, belief or ethnic or national origin. If you fail to adhere to this policy, ES reserves the right to terminate this Contract.

26. Immigration and Asylum Act

1. ES is obliged to confirm that you have the legal right to work in the UK. Your use of the Services is subject to and conditional upon your being at all times eligible to work in the UK and your providing evidence, satisfactory to ES, of your entitlement to work in the UK. You shall notify ES immediately if you cease to be entitled to work in the UK. You must cooperate with any checks that ES is obliged to make to confirm your continuous permission to work in the UK. This Contract will be terminated if at any stage you lose your right to work in the UK.

27. Liability

1. Nothing in these Community Guidelines limits or excludes our liability for: (i) death or personal injury by our negligence; (ii) fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.
32. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Service or any content on it, whether express or implied.

33. We will not be liable to you for any lack of performance, or the unavailability or failure of the Service or our services, or for any failure by us to comply with these Community Guidelines, where such lack, unavailability or failure arises from any cause reasonably beyond our control. In no event shall we be liable for any claim, damage, or loss which may be incurred by you as a result of any of your transactions involving our Service (including your participation in any of the Engagements). Any liability we do have for losses you suffer is strictly limited to the monies that we have received from Clients in connection with your Engagements. We are not responsible for any loss or damage that is not foreseeable at the time when you begin using the Service.
34. If you are a consumer, you are entitled to various statutory warranties (including, for example, that any service is carried out with reasonable care and skill, and any digital content provided is of satisfactory quality). Nothing in these Community Guidelines shall have the effect of excluding or limiting those statutory warranties that may not be excluded or limited by law.
35. Candidates engaged via the Service perform the Engagements under the direction and control of the Client. ES provides matchmaking and platform services only and you agree that ES has no responsibility for any other aspect of service delivery or interaction between Candidates and Clients.

28. Indemnity

1. Candidates hereby acknowledge and agree to indemnify and keep indemnified ES, each of ES's Group Companies and each of its and their officers, directors, agents and employees against any claim or demand, including legal fees and costs, made against us by any third party due to or arising out of their negligence, misrepresentation or breach of these Essential Staff Community Guidelines, or their infringement or alleged infringement of any law or

the rights of a third party in the course of using the Service.

36. ES can apply any funds owed to you against any liabilities you owe to ES or loss suffered by ES as a result of your non-performance or breach of these Community Guidelines.

29. Candidates Incentives

1. ES may, in its absolute discretion from time to time, make certain incentives and/or perks available to Candidates. ES may vary, suspend or discontinue any such incentives or perks at any time.

30. Dispute between Candidates and Clients

1. You acknowledge and agree that in the event that a dispute arises between you and any Client in relation to any Assignment/Engagement/Shift you will Contact Us on dispute@essentialstaff.co.uk before taking any action.

31. Other Important Terms

1. In the event of conflict between these ES Community Guidelines, the ES Agreement/Service Level Agreement (if applicable) and the ES Privacy Policy, the following order of precedence shall apply: (i) the ES Agreement/Service Level Agreement (if applicable); (ii) these Essential Staff Community Guidelines; and (iii) the ES Privacy Policy.
37. If any provision or part-provision of these Community Guidelines is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these ES Community Guidelines.
38. Nothing in these ES Community Guidelines is intended to, or shall be deemed to, establish any partnership or joint

venture between ES and any Candidates, constitute either ES or any Candidates the agent of the other, or authorise either ES or any Candidates to make or enter into any commitments for or on behalf of the other.

39. This contract is between you and ES. Save for ES's Group Companies and the officers, directors, agents and employees of ES and its Group Companies upon which rights are conferred by these terms (and who may enforce those rights directly against you), no other person has any rights to enforce any of its terms.
40. You may not assign, sub-licence or otherwise transfer your rights or obligations under these terms to anyone else. You agree that we may assign or transfer any of our rights or obligations under these terms.
41. If ES delays exercising or fail to exercise or enforce any right available to it under these Community Guidelines, such delay or failure does not constitute a waiver of that right or any other rights under these Community Guidelines.
42. ES may suspend, withdraw, discontinue or change all or any part of the Service without notice.
43. These Community Guidelines, together with any documentation referenced within them, constitute the entirety of the agreement between you and ES
44. Any notice or other communication given to a party under or in connection with these Community Guidelines shall be in writing and shall be (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (ii) sent by email to the address specified in the Candidate's Account. Notices will be deemed given 24 hours after the e-mail is sent (if sent by email) or the third day after the date of mailing (if sent by post).
45. These Community Guidelines, and any contract between you and ES, are in the English language. The contract between us shall be governed by and interpreted in accordance with English law and the courts of England and

Wales shall have exclusive jurisdiction to resolve any disputes between us.

32. Contacting ES

1. You may contact ES via ES's email support@essentialstaff.co.uk or dispute@essentialstaff.co.uk on Monday to Friday from 9.30 AM – 6:00 PM.
46. ES is giving access to candidates to free courses across various sectors such as English, Maths, Customer Service, Team Leadership, Business Administration as well as Health and Social Care.
47. These courses can be taken at your own discretion and completed online with a dedicated tutor.
48. Modules completed are for your personal development to enhance your skills talent. It will not automatically verify you for additional roles with ES.