

## Essential Staff

### Client Terms and Conditions

Welcome to Essential Staff! Essential Staff is the UK's flexible staffing platform, empowering people to harness their skills and expertise in industries such as Hospitality & Catering, Beauty & Wellness, Events & Entertainment, Cleaning & Maintenance or any other industries whenever demand arises.

Essential Staff was founded in London in 2014, and has opened branches in London, Spain and Singapore to help secure temporary jobs for thousands of workers in various industries.

The Essential Staff app has been designed to bring two groups together – freelancers/part-time employees and business owners (each such business or person being the “**Client**”) – to connect and exchange services with maximum automation and minimum friction.

These terms and conditions (the “**Terms of Service**”) preside over the use by Clients of the services offered by ES via ES's website, web application (accessible via the following URL <https://essentialstaff.co.uk>) and mobile applications. Such services, website and mobile applications are hereinafter together referred to as the “**Service**”. The Service is operated by 11 Park View Road (company registration number 08960727) referred to as “**Essential Staff**”, “**ES**”, “**we**”, “**us**”, and “**our**”.

These Terms of Service assume that you are not acting as a consumer when using our Service, however, to the extent that you are considered to be a consumer, you may be entitled to various statutory rights and nothing in these Terms of Service shall be construed to restrict any such rights.

If you are a Client, please read these Terms of Service carefully and in conjunction with any other agreement which may be in place between ES and the Client, ES & Candidate/ Service Provider and ES Service Level Agreement (if applicable), and the ES Privacy Policy. Your use of the Service constitutes your acceptance of and agreement to all of the terms and conditions defined herein.

If you are a Service Provider, please refer to the ES Privacy Policy and the ES Community Guidelines which preside over your use of the Service.

ES reserves the right, from time to time, with or without notice, to change these Terms of Service at its sole discretion, and the latest version will appear

on the Service with the date that it was last updated. By using the Service after any changes have been posted, you agree to the new terms. If ES makes any significant changes to these Terms of Service, it will notify Clients by email (to the email address registered with ES) in advance.

## 1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation apply in these Terms of Service:

**"Account"** means the ES account you open when you register to become a Client and use ES's Service;

**"Agency Regulations"** means the Agency Workers Regulations 2010;

**"Appoint"** means the employment or engagement of any individual who is or was a Service Provider 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 and list of services required that is posted 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;

**"Engagement"** means a Client's engagement of a Candidate via the Service to provide ES 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 the amount set out in Schedule One for the ES Service Provider's role;

**"Qualifying Candidate"** means any ES staff 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"** means whichever of the following periods ends later, namely—

(a) the period of 8 weeks commencing on the day after the day on which the ES Candidate last worked for the Client pursuant to being supplied by ES; or

(b) the period of 14 weeks commencing on the first day on which the ES Candidate worked for the Client pursuant to the supply of that Candidate to that Client by ES.

In determining for the purposes of the above paragraph (b) the first day on which the ES service provider worked for the Client pursuant to the supply of that ES Candidate to that Client by ES, no account shall be taken of any supply that occurred prior to a period of more than 42 days during which that Candidate did not work for that Client pursuant to being supplied by ES

**"Service Fee"** means the fee: (i) as defined in either the ES Service Level Agreement; or (ii) as referenced on the Service, charged by ES to the Client for an Engagement;

**"Shift"** means one or more recurring periods in which an ES worker provides services in relation to a single Engagement;

**"Candidate"** means an individual who registers with ES to undertake Assignments and Engagements with Clients;

**"Candidate Services"** means the activities to be performed by Candidates during the course of any Engagement; and

**"User"** means a Candidate or a Client that registers for an Account.

1.2 In these Terms of Service headings (including any sections and subsections) are for convenience only and do not affect interpretation.

1.3 References to "you" are a reference to a Client.

## 2. User Accounts

2.1 It is mandatory for Clients to create an Account in order to use the Service. By joining, a Client confirms that it is legally capable of entering into binding contracts. ES will provide you with login credentials and on-boarding information.

2.2 All User Accounts are associated with individuals. All Users are to be responsible for their Accounts, including ensuring that all User details are accurate and kept up-to-date and for ensuring that their password is secure. If a Client has any reason to believe that its Account is being used by anyone else, **contact us at [support@essentialstaff.co.uk](mailto:support@essentialstaff.co.uk)**. If we believe that a Client's Account has been compromised, we may suspend that account and will contact the Client to try and resolve the problem.

2.3 We may, at our absolute discretion, refuse to register any person or entity as a User.

2.4 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 on **[support@essentialstaff.co.uk](mailto:support@essentialstaff.co.uk)**.

## 3. Content on our Service

3.1 We may change or remove content, functionality or parts of our Service at any time.

3.2 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 license or right to use, alter or remove such material. You may not use our trade marks, logos or other intellectual property without our prior written approval.

3.3 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.

3.4 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.

3.5 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.

3.6 We do not guarantee that the Service, or any content on it, will be free from errors or omissions.

## **4. User Licence**

4.1 We allow Clients to post descriptions of Assignments (which may include, for example, pictures, text, information and/or other types of content) (the "Content").

4.2 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.

4.3 You irrevocably and unconditionally waive any and all moral rights in any Content.

4.4 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 that was posted and we cannot guarantee and will not be liable for any unauthorised copying, distribution or use of your Content.

4.5 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 Terms of Service 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 Terms of Service.

## **5. Your use of our Service**

5.1 You agree that you will not:

- (a) impersonate any other person, conduct yourself in an offensive or abusive manner, or use the Service for any unlawful purposes;
- (b) fail to send the payment for the ES Candidate Services rendered to you;
- (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) use the Service to solicit for any other business or service, or not related to use of the Service as envisaged by these Terms of Service;
- (e) publish or post the same Assignment repeatedly;
- (f) use virtual private networks, false email addresses or any other means to mask your identity;
- (g) attempt to access the accounts of other Users or upload, share or submit content containing any spy ware, adware, viruses, corrupt files, worm programs 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;
- (h) disable or modify any copy protection technology used on the Service;
- (i) manipulate the rating/review system on the Service;
- (j) 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;
- (k) collect, harvest or 'scrape' any data from any web pages contained in the Service;
- (l) upload, share or submit content that is or may be interpreted as obscene,

indecent, pornographic, sexually explicit, libelous, 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;

(m) 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;

(n) upload, share or submit any content that is false, deceptive, misleading, deceitful, false, inaccurate or akin to a 'bait and switch' offer;

(o) 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; or

(p) 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.

5.2 We may suspend, restrict or terminate your Account and/or your access to the Service if we believe that you have breached these Terms of Service. This does not limit our right to take any other actions against you that we consider appropriate to protect our rights.

## **6. Client's Payment Obligations**

6.1 Clients agree to pay to ES:

(a) the Service Fees of 18% for using the Service in accordance with the Client's Service Level Agreement with ES; and

6.2 Where applicable, ES shall charge VAT to the Client at the prevailing rate.

6.3 Clients who pay on weekly or monthly invoice adhere to the following:

(a) Clients acknowledge that Candidates' timesheets are automatically generated and calculated from the time a Candidate logs on to the Service to attend their Engagement or Shift (as applicable), and until such time as he/she logs off having completed his/her Shift/Engagement. Clients agree that all timesheets for the preceding week must be approved by the Client immediately as soon as the shift has been completed by the candidate to facilitate ES to immediately pay the candidates for the services rendered. Where the Client fails to approve a timesheet and rate the candidate on time, such timesheet shall be deemed to have been approved by the Client and the Client shall be liable to pay for all of the time recorded on such timesheet.

(b) Every Time the shift has been completed the ES system, ES will be issuing the invoice through Xero and this shall be sent to the email address you used to sign up where you will have a choice to pay it immediately or within 7, 21 or 30 days. With our IWOCA partner you will be able to pick to pay through them in case you will need 90 days to pay out the invoice. You will need to go through the IWOCA assessment and if granted access and use you will be able to redeem the credit for that invoice which will then give you 30 days with no extra charges to repay it. In case you wish to use the facility for the next 60 days you will be paying around 3.3% interest fee repayable on weekly or

monthly bases. Any early repayment done in full would not occur you any charges.

(c) All additional expenses (such as food and travel) shall be clearly set out on any invoices submitted to the Client and invoiced to the Client after the Engagement/Shift has been completed.

(d) Unless otherwise agreed, the Client shall pay all invoices by bank transfer within 7, 14, 21 or 30 days of the date of an undisputed invoice in the currency in which the invoice is rendered. Any amounts not paid when due shall bear interest until paid at the monthly rate of 4% above the then current base lending rate of the Bank of England.

(e) ES may, with or without notice, suspend or terminate the Client's access to the Service if the Client is more than fourteen (14) days late in paying any undisputed invoice.

6.4 For Clients who book with a Debit or Credit Card via the platform adhere to the following:

(a) Clients acknowledge that Candidates' timesheets are calculated automatically from the time a Candidate logs on to the Service to attend their Engagement or Shift (as applicable), and until such time as he/she logs off having completed his/her Shift/Engagement. Clients agree that all timesheets for the day must be approved by the Client as soon as the shift has been terminated. Where the Client fails to approve a timesheet on time, such timesheet shall be deemed to have been approved by the Client and the Client shall be liable to pay for all of the time recorded on such timesheet.

(b) The 120% of the total payable amount for the booking created on platform will be preauthorised from the payment card 2 days before the start time of the booking at midday.

(c) The actual amount calculated based on the timesheet will be deducted from the payment card 3 days after the start date of the booking at 9am.

(d) For all matters including chargebacks, refunds and disputes the Client shall use ES only as their point of contact.

## **7. Terms of Engagements**

7.1 In respect of each Engagement, Candidates shall be engaged by ES under a contract for services. 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.

7.2 When posting an Assignment (or at any time following a request from ES for the same), the Client will provide ES with details of:

- (a) the date on which the Client requires the Candidate to commence work and the duration, or likely duration, of that work;
- (b) 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;
- (c) the hourly rate at which the Candidate would be paid;
- (d) 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 Engagement;
- (e) any expenses payable by or to the Candidate; and
- (f) any information reasonably required by ES in order for ES to fulfil its obligations under the Agency Regulations and/or the Conduct Regulations.

7.3 The Client agrees that the hourly rate at which each Candidate is paid for any Engagement shall be at least the greater of:

- (a) the total of (i) the minimum wage rate under applicable laws as amended from time to time.
- (b) where the Candidate performing the Engagement is a Qualifying Candidate, the total of (i) such hourly rate as is required for the Client and ES to comply with their obligations under regulation 5 of the Agency Regulations, and (ii) an amount to fully and properly account for any payment in lieu of holiday that is or would become due and payable to the ES in accordance with applicable laws,

and hereby warrants to ES that any amounts specified for an Assignment shall be in compliance with this clause 7.3.

7.4 At the time when a Candidate applies for an Engagement, the Client shall have access to the following information:

- (a) the identity of the Candidate;
- (b) the Candidate's experience, training, qualifications and authorisations which are necessary for the Engagement;
- (c) that the Candidate is willing to carry out the Engagement; and
- (d) that the Candidate is engaged by ES under a contract for services.

7.5 The Client shall in respect of any Engagement that involves food preparation, provide each Candidate with appropriate on-site health and safety training, as may be required by law or otherwise.

7.6 The Client shall not, during the course of any Engagement, direct a Candidate to work other than in accordance with the terms of the relevant Assignment (as posted by the Client on the Service).

7.7 The Client acknowledges and agrees that a Candidate may cancel an Engagement at any time without any prior notice and without any liability on the part of ES. The candidate will be responsible to pay £10 which will be split between ES and Client and the £5 will go towards the client's next invoice in form of Credit. Similarly, if the client cancels last minute without giving the 24 hour notice period, the client will be charged £10 which will be split between ES and Candidate and the £5 will go towards the next candidate payout as credit.

7.8 The Client shall seek ES's prior written approval for any changes to the



terms of any of its Assignments and ES may, in its sole discretion, approve or reject such request. Any request for changes to an Assignment must be submitted no later than 24 hours prior to the commencement of the relevant Shift or Engagement. Where a request to change the terms of an Assignment is submitted within 24 hours of the commencement of the Engagement or Shift in question, ES may charge (in its sole discretion) a fee equal to two (2) hours of Candidate's time, four (4) hours of Candidate's time (for non-chef based roles) or six (6) hours of Candidate's time (for chef-based roles) each calculated in accordance with the hourly rate as set out in the relevant Assignment. Where such request is rejected, any ES Services shall be performed as per the terms of the Assignment immediately prior to the time at which the rejected change was requested.

7.9 Cancellation of an Engagement by the Client is subject to a charge equal to the sum of two (2) hours of Candidate's time (for cleaner role), four (4) hours of Candidate's time (for non-chef based roles) or six (6) hours of Candidate's time (for chef-based roles) each calculated in accordance with the hourly rate agreed under the terms of the Engagement.

7.10 Client requests to change or cancel an Engagement must be submitted to ES's customer service via the Service. Alternatively, requests may also be submitted on +44 7564196718 or via email [support@essentialstaff.co.uk](mailto:support@essentialstaff.co.uk)

7.11 The Client acknowledges that a Candidate may refuse to work past the contracted times agreed under the terms of an Engagement. Where the Candidate agrees to work overtime, such overtime shall be payable by the Client at the same hourly rate (plus amounts in respect of the Service Fees, payment in lieu of accrued but untaken holiday and National Insurance Contributions) as the rate that has been agreed under the terms of the relevant Engagement. The Client shall be liable to pay for all expenses that are reasonably incurred by the Candidate as a result of working overtime (including without limitation food and travel expenses). Such additional expenses shall be clearly set out on any invoices submitted to the Client.

7.12 All additional expenses (such as food and travel) shall be clearly set out on any invoices submitted to the Client and invoiced to the Client.

7.13 ES assumes responsibility for the payment of remuneration (including any pay in lieu of accrued but untaken holiday) to Candidates and the deduction and payment of all tax, National Insurance contributions and other levies applicable to Candidates, as required by law.

7.14 The Client acknowledges that where the terms of the Engagement stipulate that the Candidate will be engaged for less than two (2) hours (for cleaner role), four (4) hours (for non-chef based roles) or six (6) hours (for chef-based roles), the Client shall be charged as if such Engagement was for two (2) hours (for cleaner role), four (4) hours (for non-chef based roles) or six (6) hours (for chef-based roles) (each charged at the hourly rate as set out in the relevant Assignment) and will also be charged a Service Fee and National Insurance Contributions (if applicable) on the same.

7.15 The Client shall, in its sole discretion, determine whether it shall be present or not when the Engagement/Shift is performed and/or completed. Clients who choose not to be present to oversee the performance of the Engagement/Shift may appoint another person to act on their behalf ("Client's Agent"), in which case the Client must notify ES in writing of any such appointment. The Client also acknowledges that Candidate may take and follow instructions given by the Client's Agent as if such instructions were given by

the Client. The Client agrees that such instructions are valid and enforceable against the Client and the Client's Agent and the Client shall assume all responsibility and liability for such instructions.

7.16 The Client shall not, unless specified in the Assignment, cause or permit Candidates to handle or have access to cash or other valuables during any Engagement. The Client acknowledges that in all cases, the Client shall have sole responsibility for any loss suffered as a result of the ES's handling of cash/valuables in question.

7.17 The Client shall not cause or permit any Candidate to use a motor vehicle for any business purpose in connection with an Engagement unless the Client has satisfied itself that adequate third-party insurance cover is in place in respect of any such Candidate. The Client hereby agrees to indemnify and, at all times, keep indemnified ES and any of its Group Companies against any liability (whether in respect of any insured risk or otherwise) that may arise out of, relate to or be in connection with any Candidate's use of any motor vehicle for any purpose requested by the Client. The Client shall, at the time it posts the Assignment, notify ES of the requirement (if any) to use a motor vehicle for any business purpose in connection with that Assignment.

7.18 You agree that ES may call or text you to facilitate the performance of any of your Engagements.

## **8. Candidate**

8.1 As part of its Service, ES will use reasonable endeavours to confirm and verify the Candidate's identity and required skills, qualifications and experience to apply for Assignments and undertake Engagements with the Clients. Notwithstanding the foregoing, ES shall not be liable or responsible to the extent it has been provided with misleading, incorrect, inaccurate, false or fraudulent information by a Candidate.

8.2 It is the Client's responsibility to supervise the Candidate(s) assigned to their Engagements and to ensure that the Candidate(s) provide the Candidate Services in accordance with the Client's reasonable instructions and to the Client's reasonable satisfaction.

8.3 Should any Candidate Services prove to be unsatisfactory, ES may (at its sole discretion) reduce or cancel the Service Fee charged for the time worked by that Candidate, provided that the Candidate leaves the Engagement immediately and in any case within:

(a) four (4) hours of the Candidate commencing his Engagement where the Engagement is for more than seven (7) hours; or

(b) two (2) hours of the Candidate commencing his Engagement where the Engagement is for seven (7) hours or less;

and provided that the Client notifies ES in writing of the same within 48 hours of the Candidate leaving that Engagement.

8.4 The Client acknowledges that the Candidate is not authorised or permitted by ES to enter into any contract with the Client purporting to be made 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.

8.5 The Candidate's initial 5-star rating only exists to help them get their first Engagement and shall disappear after their first rating from a Client.

## **9. Liability**

9.1 Nothing in these Terms of Service 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.

9.2 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.

9.3 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 Terms of Service, 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 the engagement of Candidates via our Service). Any liability we do have for losses you suffer is strictly limited to the monies that we have received from you 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.

9.4 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 Terms of Service shall have the effect of excluding or limiting those statutory warranties that may not be excluded or limited by law.

9.5 Candidate engaged via the Service perform the Engagements under the direction and control of the Client. ES provides matchmaking and platform services solely and you agree that ES has no responsibility for any other forms of service delivery or interactions between Candidates and Clients.

## **10. Agency Regulations, Conduct Regulations and Other Applicable Law**

10.1 Clients hereby warrant that they do and shall, at all times, comply with all relevant statutes, laws, regulations and codes of practice from time to time in force under the applicable law.

10.2 Clients shall, and shall ensure that any subcontractor or other intermediary (including any Group Companies of the Client, any subcontractor or other intermediary) shall, at all times comply with their obligations under the Agency Regulations, the Conduct Regulations and all other applicable law. This includes but is not limited to:

(a) providing family-related rights to eligible Candidate in accordance with Parts VI and VII of the Employment Rights Act 1996;

(b) providing Candidates with access to collective facilities and amenities and employment opportunities in accordance with regulations 12 and 13 of the Agency Regulations; and

(c) to the extent that, under the Agency Regulations, it is the Client's

responsibility, providing Qualifying Candidate with their entitlements under regulation 5 of the Agency Regulations.

10.3 Clients warrant that they shall not post Assignments or participate in Engagements where the Candidates is or would be providing Candidates Services to cover (be it directly or indirectly) tasks normally performed by a worker who is taking part in a strike or other industrial action.

10.4 If either you or ES receive allegations that there has been a breach of the Agency Regulations or the Conduct Regulations in relation to the supply of a Candidate to the Client using the Service, the receiving party shall provide a copy of the said allegation to the other party within seven days of receipt. We shall co-operate with each other in responding to that allegation accordingly, by supplying relevant information should the other party require so and complying with reasonable requests that are related to the contents of the response.

10.5 In complying with AWR you are required to comply with our policy of providing to ES the pay and working conditions of a permanent employee after 8 continuous weeks of a Candidate working on your site. This is to ensure that the workers AWR are upheld accordingly.

## **11. Anti-Bribery**

11.1 ES is committed to applying high standards of ethical conduct and integrity in its business activities in the UK and abroad. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all business dealings and relationships, wherever we operate. Similarly, ES expects the same commitment from its Clients and you hereby warrant that you comply and shall, for the period in which you use the Service, continue to comply with (i) all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010; and (ii) any ES Anti-Bribery and Anti-Corruption Policy as may be in force from time to time (to the extent that this applies to Clients).

## **12. Modern Slavery**

12.1 This statement is made pursuant to s.54 of the Modern Slavery Act 2015.

12.2 Modern slavery encompasses slavery, servitude, human trafficking and forced labour. ES takes a zero-tolerance approach to any form of modern slavery. We are committed to acting ethically and deal with full transparency and integrity with regards to all business dealings and transactions. We are also committed to placing effective safeguards and systems in place to protect those involved against any types of modern slavery that takes place within the business or supply chain.

## 13. Indemnity

13.1 The Client hereby acknowledges and agrees 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 claims or demands, including legal fees and costs, made against us by any third party due to or arising out of your negligence, misrepresentation or breach of these Terms of Service, or your infringement or alleged infringement of any law (including, without limitation, the Agency Regulations and the Conduct Regulations) or the rights of a third party in the course of using the Service.

13.2 ES are predisposed to 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 Terms of Service.

## 14. Transfer Fees

14.1 If, within the Relevant Period and following the supply of a Candidate by ES to the Client, the Client or any of its Group Companies Appoints any individual who is or was a Candidate, the Client will pay ES the Introduction Fee.

14.2 Instead of paying the Introduction Fee, the Client may hire or continue the hire (as appropriate) of the Candidate for a further period of the number of weeks as set out in Schedule Two for the candidate's role (the "Extended Assignment") before it Appoints the Candidate other than through ES (and, in which case, the Client shall give written notice to ES that it intends to do so).

14.3 Where the Client decides to have the Candidate supplied by ES for the Extended Assignment:

(a) the fees payable by the Client to ES in respect of the Candidate during the Extended Assignment shall be those applicable immediately before ES received the Client's notice of election;

(b) at the end of the Extended Assignment, the Client may Appoint the Candidate without paying the Introduction Fee; and

(c) if the Client chooses an Extended Assignment, but Appoints the Candidate before the end of the Extended Assignment, the Introduction Fee may be charged by ES, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client.

14.4 If, within the Relevant Period, where the Client introduces the Candidate supplied by ES to a third-party that goes on to employ the Candidate the client may pay the Introduction Fee.

14.5 If, within the Relevant Period, where the Client decides to switch supplier but wishes to keep the Candidate supplied by ES via the secondary supplier the client may pay the Introduction fee.

## **15. Dispute between Candidates and Clients**

You hereby acknowledge and agree that in the event that a dispute arises between you and any Candidate in relation to any Assignment/Engagement/Shift, you will contact us on [dispute@essentialstaff.co.uk](mailto:dispute@essentialstaff.co.uk) before taking any further action.

## **16. Other Important Terms**

16.1 In the event of conflict between these Terms of Service, the ES Agreement/Service Level Agreement (if applicable) and the ES Privacy Policy, the following order of precedence shall apply: (i) the Service Level Agreement (if applicable); (ii) these Terms of Service; and (iii) the ES Privacy Policy.

16.2 If any provision or part-provision of these Terms of Service 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 modifications are not possible, the relevant provision or part-provision shall be deemed as 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 Terms of Service.

16.3 ES operates as an employment business within the meaning of the Employment Agencies Act 1973 and the Conduct Regulations. ES is not an employment agency and no Candidate is or shall be deemed to be an employee of ES.

16.4 Nothing in these Terms of Service is intended to, or shall be deemed to, establish any form of partnership or joint venture between ES and any Clients, constitute either ES or any Client the agent of the other, or authorise either ES or any Client to make or enter into any commitments for or on behalf of the other.

16.5 This contract is solely 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.

16.6 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.

16.7 If ES delays exercising or fails to exercise or enforce any right available to it under these Terms of Service, such delay or failure does not constitute a waiver of that right or any other rights under these Terms of Service.

16.8 ES may suspend, withdraw, discontinue or change all or any part of the Service without notice.

16.9 These Terms of Service, together with any documentation referenced within them, constitute the entirety of the agreement between you and ES.

16.10 Any notice or other communication given to a party under or in connection with these Terms of Service 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 Client's Account, Service Level Agreement or ES Agreement (as applicable). 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).

16.11 These Terms of Service, 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.

## 18. Contacting ES

18.1 ES's office is located at 11 Park View Road, NW10 1AD, London.

Our office telephone number is +44 7564196718. The office is open Monday and Friday from 9.30 AM – 6:00 PM by appointment only.

### Schedule One – Introduction Fees - Permanent

This is a one off fee payable if you wish to employ our staff on FT or Part Time bases.

<b>Roles</b>	<b>Introduction FT Fees</b>	<b>Introduction PT Fees</b>
Hospitality & Catering Retail & Sales Events & Entertainment Cleaning & Maintenance Health & Social Care Beauty & Wellness Admin & Office	£1200 per candidate	£600 per candidate
All chef roles	£1500 per candidate	£900 per candidate

### Schedule Two – Introduction Fees - Temporary

18% fee is payable on top of the candidate's hourly rate.

## Full-time Signing Bonus for Job Seekers

- \* You must have worked for this client via ES to be qualified for this bonus.
- \* You must notify ES that you have accepted a full-time position with a ES client immediately to be qualified for this bonus.
- \* You'll be paid a £150 bonus if you passed the probation period (30 days for part time and 90 days for Full time staff with bonus of £300 ).
- \* You must be verified on ES app when you accept the full-time position with a ES client.
- \* To contact ES regarding this, please email [support@essentialstaff.co.uk](mailto:support@essentialstaff.co.uk) with your ES account details and the full-time position details.
- \* Essential Staff Limited reserves the right of final decisions in case of disputes.