

## HIRER TERMS AND CONDITIONS

### BY SIGNING UP WITH A HIRER ACCOUNT YOU ARE DEEMED TO ACCEPT THESE TERMS AND CONDITIONS

#### PARTIES

- (1) Your business, the user of the Limber Platform (**Hirer**).
- (2) Limber Jobs Limited incorporated and registered in England and Wales with company number 10147052 whose registered office is at Office 9, 34 St Nicholas Street, Bristol, BS1 1TG (**Limber**).

#### AGREED TERMS

##### 1. INTERPRETATION

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

**Assignment:** shall have the meaning set out in clause 3.

**Cancellation Policy:** means the policy published by Limber from time to time relating to the cancelling of Requests.

**Engage:** the employment of a Limber Worker or engagement directly or indirectly through any employment business other than through Limber (whether for a definite or indefinite period) as a direct result of any Introduction or Assignment to the Hirer and the terms **Engaged** or **Engagement** shall be construed accordingly.

**Expenses:** means national insurance contributions, pension contributions and any other payments payable in respect of the Limber Worker' Assignments.

**Feedback:** means a Rating provided after each Assignment for each Limber Worker.

**Fulfilled Requests:** a Request which a Team Member has accepted or which a Hirer has accepted a Limber Worker.

**Introduction Fee:** the fee of £150.

**Material Amendment:** an amendment to a Request which, at Limber's discretion, requires a Limber Worker's acceptance (for example, the change of a start time of an Assignment)

**Platform:** means the website made available to the Hirer via the URL <https://limber.work> or <https://hirer.limber.work> and the corresponding mobile application.

**Ratings:** the rating for any Limber Worker as appears on their profile on the Platform.

**Request:** has the meaning set out in clause 3.1.

**Software Access Fee:** a percentage of the Worker Fee as notified to the Hirer prior to each Request.

**Software Access Fee Increases:** means any increase to the Software Access Fee arising out of an increase in hours, rate of pay, number of staff in respect of an Assignment.

**Limber Worker:** a Worker who uses the Platform.

**Team Member:** means a Limber Worker in the Hirer's "team" from time to time.

**Term:** has the meaning set out in clause 10.

**Unfulfilled Request:** a Request which is not a Fulfilled Request.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

**Wages:** means the total wage cost payable to all Limber Workers on any applicable Assignment based on the Timesheets agreed between Limber Workers and Hirers over the Platform and any associated Expenses.

**Wage Increases:** means any increase in Wages or Expenses arising out of an increase in hours, rate of pay, number of staff in respect of an Assignment.

## **2. LIMBER'S OBLIGATIONS**

- 2.1 These terms set out the agreement between Limber and the Hirer for the supply of a software platform with which the Hirer can meet workers for shift work.
- 2.2 Limber agrees to provide the Platform on which the Hirer can post a Request for Limber Workers to respond to such Requests.
- 2.3 The Hirer expressly acknowledges that Limber is not providing a supply of workers and that Limber does not train the workers on the Platform. The Hirer agrees that it is using the Platform to meet Limber Workers and to engage them in shift work and to continue a relationship with that worker via Platform should the Hirer wish to do so.
- 2.4 The Hirer hereby acknowledges that the Platform is provided on an as is basis and that Limber Workers' profiles are compiled as a result of a self-assessment of skills by the worker and Ratings from other hiring businesses. Limber shall not be held liable for the acts or omissions of any Limber Worker or their ability or appropriateness to work any Request or for the accuracy of the profile of any Limber Worker.

### 3. HIRER'S OBLIGATIONS

- 3.1 When making a request for the provision of a Limber Worker (a **Request**) to perform certain services (**Assignment**), the Hirer will give the Limber Worker via the Platform details of:
- (a) the position which the Hirer seeks to fill, including the type of work the Limber Worker in that position would be required to do, the location at which, and the hours during which, the Limber Worker would be required to work, and any risk to health or safety known to the Hirer and what steps the Hirer has taken to prevent or control such risks; and
  - (b) the experience, training, qualifications and any authorisation which the Hirer considers are necessary, or which are required by law, or by any professional body, for the Limber Worker to possess in order to work in the position; and
  - (c) any other relevant details reasonably required by a Limber Worker to fulfil a Request including, but not limited to, travel requirements, dress code and any relevant codes of conduct, rules or other expectations on the behaviour or actions of the Limber Worker.
- 3.2 The Hirer undertakes, warrants and represents that it shall not under any circumstances:
- (a) engage in any discriminatory, abusive or harassing behaviour in respect of any Limber Worker;
  - (b) contact any Limber Worker other than via the Platform;
  - (c) use the Platform for any other purpose other than to make Requests; or
  - (d) attempt to circumvent or use any feature of the Platform otherwise than in the ordinary course of making a Request to the detriment of the security or reliability of the Platform or to the detriment of Limber or any Limber Worker.
- 3.3 The Hirer undertakes, warrants and represents that it shall:
- (a) take all necessary steps to ensure the safety of any Limber Worker on an Assignment; and
  - (b) take all necessary steps to prevent discrimination, bullying and harassment of all Limber Workers on an Assignment;
  - (c) act in a fair, kind and respectful way to all Limber Workers; and
  - (d) act in good faith at all times when using the Platform, making Requests and in its dealings with Limber Workers.
- 3.4 The Hirer must provide Feedback for all Limber Workers for all Assignments.

3.5 The Hirer undertakes that it shall keep its Platform login credentials safe and secure and that it is reasonable for Limber to rely on all acts taken on a logged in Hirer account and the Hirer hereby waives any claim it may have against Limber whether under contract or tort in respect of any actions taken by any third party who has gained access to a Hirer account.

3.6 The Hirer acknowledges that, when Limber Workers are on Assignments with the Hirer, then the Limber Worker is under the direction and control of the Hirer and as such, the Hirer shall maintain sufficient liability insurance to indemnify the Hirer against any claims, losses, damages or expenses arising out any claim against Limber or the Hirer for by a Limber Worker for any incident or issue arising during an Assignment, including but not limited to death, personal injury, stress or harassment or any other physical or psychological harm.

#### **4. REQUESTS**

4.1 The Hirer acknowledges that by making a Request via the Platform, the Hirer is irrevocably agreeing to pay the Wages for all Limber Workers who accept (in the case of a Team Member) or are accepted (in the case of all other Limber Workers) unless:

- (a) no Limber Worker applies to or accepts a Request;
- (b) the Hirer cancels the Request in which case the Cancellation Policy shall apply; or
- (c) the Limber Worker does not report for the Assignment provided that if the Limber Worker reports for part of the Assignment, then the Hirer shall pay for the relevant proportion of the Assignment that each Limber Worker reported for.

#### **5. INTRODUCTION FEES**

5.1 If the Hirer wishes to Engage a Limber Worker, then it shall pay to Limber an Introduction Fee.

#### **6. QUALITY CONTROL**

6.1 The Hirer acknowledges that:

- (a) the Platform uses feedback and other data to "rate" Limber Workers, but such Ratings are provided on an "as is" basis only;
- (b) a Limber Worker's profile contains a self assessment of skills;
- (c) Limber provides no training whatsoever to Limber Workers;

and, to the fullest extent permissible by law, Limber hereby excludes all liability arising out of the Hirer's reliance on a Limber Worker's Ratings or the quality of any Limber Worker.

- 6.2 To the fullest extent permissible by law, the Hirer waives its rights to claim a refund in respect of any Limber Worker provided that the Limber Worker reports to an Assignment and the Hirer recognises that its sole remedy in respect of the quality of Limber Worker is to give the relevant Limber Worker negative Feedback.
- 6.3 Limber gives no guarantee that any Request will be fulfilled with Limber Workers and the Hirer accepts all risk for any cancellations by Limber Workers or Unfulfilled Requests.

## **7. LIMBER WORKERS' WAGES**

- 7.1 The Hirer may not oblige Limber Workers to work different hours to the hours contained in any Request however, the Hirer may agree with a Limber Worker (before or during an Assignment) a variation to those hours and in the event that a Hirer and a Limber Worker come to such an Agreement, then the Hirer undertakes to pay for the Limber Worker Wages in accordance with clause 7.2 below.
- 7.2 The Hirer will pay Limber all Wages in respect of Limber Workers. The Wages comprise the Limber Worker's pay and holiday pay and Expenses. When making a Request or any amendment to a Request, the Hirer shall choose their own Wages and the total Wages payable in respect of an Assignment shall be calculated accordingly by the Platform including any Wage Increases. The following conditions apply to the Limber Worker Wages:
- (a) they are calculated according to the number of hours worked by the Limber Worker (to the nearest quarter hour);
  - (b) the Hirer shall, after the Assignment, provide confirmation via the Platform of the hours that each Limber Worker worked on the Assignment and the Hirer:
    - (i) undertakes that it shall provide any such confirmation in good faith and take all necessary steps to ensure that the confirmation is accurate; and
    - (ii) acknowledges that if the Hirer does not provide this confirmation within 24 hours of the end of a shift, then Limber shall be entitled to rely on the Limber Workers' timesheets and the Hirer undertakes to pay the Wages in accordance with those Limber Worker timesheets.

7.3 All Wages paid to Limber shall be exclusive of VAT and the Hirer shall pay to Limber any applicable VAT as should be deemed payable or as should become payable from time to time.

## **8. SOFTWARE ACCESS FEES AND VAT**

8.1 The Hirer shall pay to Limber the Software Access Fee in respect of their access to the Platform as calculated and agreed over the Platform from time to time prior to each Request.

8.2 All Software Access Fee are exclusive of VAT and the Hirer shall pay VAT on the Software Access Fee as set out prior to confirmation of a Request.

8.3 Hirers acknowledge that Limber may use third parties to process authorised payments and that the provisions of clause 4 shall apply in respect of payments for all Requests and in particular, the Hirer agrees that:

- (a) when a Hirer provides payment card details, that these shall be stored by the payment processing provider used by Limber from time to time; and
- (b) when a Hirer pays via card or direct debit methods, then the Hirer irrevocably agrees that Limber may deduct the Wages and Software Access Fees from the Hirer's bank account following the end of a Request and in accordance with clauses 7 and 8 above.

## **9. CANCELLATION POLICY**

9.1 If a Hirer makes a Material Amendment to a Request, then the following shall apply:

- (a) Material Amendments may be made to any Unfulfilled Requests at any time; and
- (b) In respect of any Fulfilled Requests, any Material Amendments must first be accepted by a Limber Worker and if a Limber Worker rejects the Material Amendment, then that the Cancellation Policy shall apply in accordance with clause 9.2 below.

9.2 If a Hirer wishes to cancel a Request, then the Cancellation Policy shall apply as amended from time to time and where there is no Cancellation Policy in place, then the Hirer shall be free to cancel Requests.

## **10. TERM**

- 10.1 This agreement shall commence on the date on which the Hirer signs up for an account on the Platform and continue for as long as a Hirer has an account on the Platform (the **Term**).
- 10.2 Limber reserves the right to suspend or remove a Hirer's access to the Platform at any time if, in Limber's absolute discretion, Limber considers that the Hirer is, or is likely to be, in breach of this Agreement.

## **11. INTELLECTUAL PROPERTY**

- 11.1 By opening an account, the Hirer hereby grants to Limber, a non-exclusive, perpetual, irrevocable, royalty free, worldwide licence to use the Hirer's name and any of its trade marks, materials uploaded to the platform, trading names or intellectual property rights in any of the same in order to promote the Platform at Limber's sole discretion.

## **12. INDEMNITIES AND INSURANCE**

- 12.1 The Hirer shall indemnify Limber for all liability, assessment or claim arising out of any claim against Limber by a Limber Worker or any third party for any incident or issue arising during an Assignment, including but not limited to death, personal injury, stress, bullying or harassment or any other physical or psychological harm.

## **13. LIMITATION OF LIABILITY**

- 13.1 Under no circumstances shall Limber be liable to the Hirer for:
- (a) loss of profit,
  - (b) loss of data,
  - (c) loss of business or goodwill; or
  - (d) any indirect or consequential loss or special damage arising in connection with this Agreement (in each case whether arising from negligence, breach of contract, equity, statute or otherwise).
- 13.2 Nothing in this clause shall limit or exclude any liability for fraud, death, personal injury or any other loss which cannot be excluded by law.
- 13.3 Limber's liability for any claim arising in connection with this Agreement shall be limited to a sum equivalent to 100% of the Software Access Fee paid by the Hirer to Limber in the 12 month period ending on the date of the event which has given rise to the relevant loss.

**14. ENTIRE AGREEMENT**

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

**15. GOVERNING LAW**

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.

**16. JURISDICTION**

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

**17. FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement, including payment, if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

**18. SEVERANCE**

- 18.1 If any provision or part-provision of this agreement 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 this agreement.