

LIMBERER TERMS AND CONDITIONS

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

PARTIES

- (1) 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**).
- (2) **You**

AGREED TERMS

1. INTERPRETATION

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

Approved Timesheets: means the hours approved by the Hirer for any given Shift.

Auto Shift: means a shift on the Limber App which allows You to "accept" rather than "apply".

Hirer: the person, firm, partnership, company or (as the case may be) who is named on a Shift Card or who uses the Limber App.

Confidential Information: 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 Hirer, Limber for the time being confidential to the Hirer, Limber and including (but not limited to) information that You create, develop, receive or obtain in connection with the Shift, whether or not such information (if in anything other than oral form) is marked confidential.

IP Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Shift Card: means the pages of the Limber App which contain the Required Information.

Limber App: means the app known as the Limber app in the App Store and Play Store and the corresponding Limber Hirer App available in the App Store and Play Store or at <https://hirer.limber.work>.

Limber Community: means the community of hirers and workers who use the Limber App to work or hire.

Manual Shift: means a shift on the Limber App which requires You to "apply".

Profile: the profile You build and maintain over the Limber App including your Rating and Reliability Rating.

Rate of Pay: the rate of pay stipulated on the Shift Card.

Rating: your worker rating which is arrived at via data collected by Limber in respect of: (a) your previous work experience and (b) your ratings provided by Hirers.

Reliability Rating: the rating as appears under the heading "Reliability" in your profile on the Limber App.

Required Shift Information: shall have the meaning set out at clause 4.2.

Shift: the temporary services to be carried out by You for the Hirer, as more particularly described in clause 3.

WTR 1998: the Working Time Regulations 1998 (*SI 1988/1833*).

2. THE AGREEMENT

2.1 Limber agrees to provide You with the Limber App for the purposes of finding work and being paid and Limber agrees to comply with the terms of this Agreement in doing so.

2.2 You agree to work the Shifts that You are accepted onto and to conduct yourself in a kind, fair and respectful manner and to comply with the terms of this Agreement in doing so.

2.3 No contract shall exist between Limber and You in between Shifts.

2.4 For the purposes of the Conduct Regulations 2003, Limber acts as an Employment Business in relation to the introduction of You to the Hirer, but in all other respects, You acknowledge that the sole obligation of Limber is to provide a tool in order to introduce You to Hirers and for You to work Shifts and to continue to build relationships with each other via the Limber App.

3. YOUR ACCOUNT

3.1 By downloading and using the Limber App, You agree that:

- (a) You shall not open any more than one account with Limber;
- (b) You must only provide accurate and up to date information and documents to Limber during the sign up process and at all other times while You use the Limber App;
- (c) You are responsible for the security of your account on the Limber App and your username, password and any associated facebook credentials along with any device used to access the Limber App and, should a third party access your account on the Limber App as a result of any failure by You to comply with this clause 3.1(c), then You shall be wholly responsible for any losses arising as a result of the same;

- (d) it is your responsibility to keep your contact details up-to-date on your profile. Failure to do so may result in You failing to receive important account related notifications and information from Limber such as information relating to Shifts and amendments to these terms and conditions;
- (e) If there is an error on the Limber App which is caused by a malfunction on the Limber App or associated software or human error on the part of Limber or any Hirer, then Limber reserves the right to correct the error including to reduce Your Rate of Pay in the event that the incorrect Rate of Pay or Shift information was shown to You.

4. THE LIMBER APP

- 4.1 You acknowledge that there may be periods when no suitable Shifts are available.
- 4.2 You acknowledge that it is up to You, at your sole discretion, to determine whether a particular Shift is suitable for You. The Hirer will, via the Limber App, provide You with basic information about each Shift in order to assist You to do so but You acknowledge that Limber has no input into the information Hirers provide to You via the Limber App and Limber makes no warranty as to its completeness or accuracy.
- 4.3 You acknowledge that, if You choose to work a Shift without the requisite level of experience or skill then your Rating could be materially reduced if the Hirer is not satisfied with your performance.
- 4.4 You acknowledge that it is your responsibility to ensure that You are available to work a Shift and Limber accepts no responsibility for any diary clashes which arise as a result of Your failure to comply with this clause 4.4.

5. YOUR OBLIGATIONS

- 5.1 In order to use the Limber App You must have the right to work in the UK and You must provide this to Limber via the Limber App. At all times during your use of the Limber App, You must continue to have the right to work in the UK, You must ensure that You do not work hours in excess of any relevant permit or visa and You must immediately cease use of the Limber App should You lose that right.
- 5.2 If You apply for a Manual Shift, then You acknowledge that You could be accepted by a Hirer onto that shift at any time within 24 hours of your application and if so, You shall be obliged to work such Manual Shift subject to the terms of clause 5.4.
- 5.3 If You accept an Auto Shift, then You shall be obliged to work such shift subject to the terms of clause 5.4.

- 5.4 If You do agree to work a Shift, You shall:
- (a) co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
 - (b) behave and conduct yourself in a kind, fair and respectful manner at all times during a Shift;
 - (c) observe any relevant rules and regulations of the Hirer's organisation (including normal hours of work) of which You have been informed or of which You should be reasonably aware;
 - (d) 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 their actions on the Shift and comply with the health and safety policies of the Hirer;
 - (e) not engage in any conduct detrimental to the interests of the Hirer or the Limber Community;
 - (f) comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Shift and applicable to the Hirer's business including without limitation, any equal opportunities or non-harassment policies.

5.5 If You are unable for any reason to work a Shift, then You must use the cancellation button on the Limber App as soon as You become aware that You are unable to work a Shift. You accept that if You do cancel then this could lead to an adverse impact on your Reliability Rating unless Limber, in its sole discretion (acting reasonably) considers that such an adverse impact would be unfair and elects to change your Reliability Rating (a **Reliability Change**).

5.6 If you do need to cancel a Shift because You are unwell or there are other extenuating circumstances, You agree to tell Limber immediately and You acknowledge that if you fail to do so, then Limber shall have no obligations to consider a Reliability Change.

5.7 You acknowledge that, after each Shift, both You and the Hirer will have the opportunity to provide a Rating for each other. Such Rating shall appear on each other's profile on the Limber App. The Ratings given to You by a Hirer shall be final, and Limber shall not be obliged to alter the Ratings under any circumstances.

6. REMUNERATION

6.1 Subject to You submitting properly authorised time sheets in accordance with clause 7, Limber shall pay the Rate of Pay to You in accordance with your Approved Timesheets.

6.2 The Rate of Pay shall include your holiday pay entitlement on what is known as a "rolled up basis". By using the Limber App, You agree that it is reasonable that, instead of You having the ability to take holiday, You shall instead be paid additional sums in lieu.

6.3 You are not entitled to receive payment from Limber or the Hirer for time not spent working on the Shift including in respect of any Shift which You fail to show up or for any Shifts which You leave early or arrive late.

6.4 You acknowledge that it is your responsibility to update Limber with any relevant tax information and to liaise with HMRC to ensure your tax code is correct. Limber accepts no responsibility or liability for your failure to do so.

7. TIME SHEETS

7.1 At the end of each Shift (or within 12 hours of the due finish time of each Shift) You shall input your Timesheets on the Limber App.

7.2 You shall enter such Timesheets accurately and in good faith and You acknowledge that in the event of a discrepancy between your Timesheets and the Approved Timesheets of a Hirer, then the Approved Timesheets shall take precedence.

7.3 For the avoidance of doubt and for the purposes of the WTR 1998, Your working time shall only consist of those periods during which they are carrying out activities or duties for the Hirer as part of the Shift. Time spent travelling to the Hirer's premises (with the exception of time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of Your working time for these purposes unless otherwise provided for in writing by the Hirer.

8. TERMINATION

8.1 The Hirer may terminate or reduce any Shift at any time without prior notice or liability.

8.2 Limber reserves the right to remove You from Shifts or to suspend or terminate your access to the Limber App in the following circumstances, at Limber's sole discretion (acting reasonably):

- (a) any breach by You of your obligations in clause 5.4 above;
- (b) if You repeatedly cancel Shifts;
- (c) if You fail to show up for any Shift without first cancelling on the Limber App;
- (d) if You are found to be under the influence of drugs or alcohol during Shifts; and
- (e) any misconduct by You which could reasonably be considered to be against the interests of the Limber Community.

9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

9.1 In order to protect the confidentiality and trade secrets of Limber and the Hirer, You agree not at any time whether during or after a Shift (unless expressly so authorised by the Hirer or

Limber as a necessary part of the performance of their duties), to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or Limber.

9.2 At the end of each Shift or on request You agree to deliver up to the Hirer or Limber (as directed) all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Hirer which are in its possession, including any data produced, maintained or stored on the Hirer's computer systems or other electronic equipment.

9.3 By using the Limber App, You consent to Limber using Your Profile and any connecting information and data in order to promote, market and advertise the Limber App to potential users of the Limber Community and, to the extent required, You hereby grant Limber a non-exclusive, worldwide, irrevocable, perpetual licence to all IP Rights in your Limber Profile in order to promote, market and advertise the Limber App.

10. PRIVACY POLICY

10.1 Please see <https://limber.work/privacy-policy/>

11. GENERAL

11.1 Limber's entire aggregate liability to You arising in connection with any breach of this agreement or negligence arising out of the subject matter of this agreement shall be limited to a total of £100.

11.2 Nothing in this clause shall limit or exclude any liability for fraud, death or personal injury or any other liability which may not be excluded by law.

11.3 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.

11.4 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.

11.5 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).