

Terms of Business for the Supply of Agency Workers and Hirer User Agreement for Buzzhire and Teamwork Apps

You must read, agree to, and accept all of the terms and conditions contained in this agreement in order to use our website located at www.buzzhire.co, all affiliated websites, including mobile websites and/or applications (including without limitation the Buzzhire, “BuzzHire – Staff on Demand” and/or “TeamWork – Manage your Work” mobile software application as updated from time to time (the “**App**”)), owned and operated by us, our predecessors or successors in interest, or our Affiliates (collectively, the “**Site**”), all services applications and products that are accessible through the Site and all BuzzHire mobile applications that link to or reference these Terms (“**Site Services**”) whether provided by us or our Affiliates. These Terms include and hereby incorporates by reference our **Site** usage polices, as such agreements and policies may be modified by BuzzHire from time to time. Capitalized terms are defined throughout these Terms and in Definitions and Interpretations clause below.

You understand that by using the Site or Site Services you agree to be bound by these Terms. If you do not accept these Terms in their entirety, you must not access or use the Site or the Site Services. If you agree to these Terms on behalf of an entity, or in connection with providing or receiving services on behalf of an entity or agency, you represent and warrant that you have the authority to bind that entity or agency to these Terms. In that event, “you” and “your” will refer and apply to that entity or agency (howsoever structured).

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Terms the following definitions apply:

“Affiliate”	means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with BuzzHire;
“Agency Worker”	means the individual who is introduced by Buzzhire to provide services to the Hirer, an employee of the Agency Worker if the Agency Worker is a limited company and, in the event of an Engagement, members of Buzzhires’ own staff;
“Agency Workers Regulations”	means the Agency Workers Regulations 2010;
“Assignment”	means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by Buzzhire to work temporarily for and under the supervision and direction of the Hirer;
“AWR Claim”	means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and/or Buzzhire for any breach of the Agency Workers Regulations;
“Buzzhire / we / us / our”	means Berry Recruitment Limited trading as Buzzhire (registered company number: 07036111) of Porters House, 4 Porters Wood, St Albans, Hertfordshire, AL3 6PQ.
“Calendar Week”	means any period of seven days starting with the same day as the first day of the First Assignment;
“Charges”	means the hourly charges of Buzzhire calculated in accordance with clause 7.1 and as may be varied from time to time in accordance with these Terms;
“Comparable Employee”	means as defined in Schedule 1 to these Terms;

“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
“Confidential Information”	means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Buzzhire or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the assignment by the Hirer or Buzzhire or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;
“Control”	means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contact or otherwise, and “Controls” and “Controlled” shall be construed accordingly;
“Data Protection Laws”	Means (i) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018;
“Engagement”	means the engagement, employment, or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, licence, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“EU Drivers Hours Regulation”	means Regulation (EC) No. 561/2006 of the European Parliament and of the council of 15 th March 2006
“First Assignment”	means: <ul style="list-style-type: none"> a) The relevant Assignment; or b) If, prior to the relevant Assignment: <ul style="list-style-type: none"> (i) the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and (ii) the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under

the supervision and direction of the relevant Hirer)

“Hirer/ you / your”

means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) utilizing the Site to seek and/or obtain Services from Buzzhire and to whom the Agency Worker is introduced;

“Hirer’s Group”

means (a) any individual, company, partnership, statutory body or other entity which from time to time controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

“Introduction”

means (i) the passing to the Hirer of a curriculum vitae or information which identifies the Agency Worker; or (ii) the Hirer’s interview of the Agency Worker (in person or by telephone or by any other means), following the Hirer’s instruction to Buzzhire to supply a temporary worker; or (iii) the supply of the Agency Worker; and, in any case, which leads to an Engagement of the temporary worker or the Agency Worker; and “Introduced” and “Introducing” shall be construed accordingly; In so far as the person engaged is a member of Buzzhire’s own staff an Introduction shall be deemed to have occurred on any and each communication whether direct or indirect between the staff member and the Hirer.

“Intellectual Property Rights”

means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

“Losses”

means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill,

management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

“Mobile Worker”	means any “mobile worker” as defined under the Road Transport (Working Time) Regulations namely any worker forming part of travelling staff, including trainees and apprentices, who is in the service of an undertaking which operates transport services for passengers or goods by road for hire or reward or on its own account.
“Payment Method”	means a valid credit card issued by a bank acceptable to BuzzHire, a bank account linked to your Account, a PayPal account, a debit card, or such other method of payment as BuzzHire may accept from time to time in our sole discretion.
“Periods of Availability”	means a “period of availability” as defined under the Road Transport (Working Time) Regulations namely, a period during which the Mobile Worker is not required to remain at his/her workstation, (having the same meaning as defined under the Road Transport (Working Time) Regulations), but is required to be available to answer any calls to start or resume driving or to carry out other work, including periods during which the Mobile Worker is accompanying a Vehicle being transported by a ferry or by a train as well as periods of waiting at frontiers and those due to traffic prohibitions provided that the Mobile Worker knows before the start of the period about that period of availability and the reasonably foreseeable duration of the period of availability.
“Period of Extended Hire”	means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;
“Qualifying Period”	means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in Schedule 1 to these Terms;
“Relevant Period”	means (a) the period of 8 weeks commencing on the day after the <u>last</u> day on which the Agency Worker worked for the Hirer having been supplied by Buzzhire; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Agency Worker worked for the Hirer having been supplied by Buzzhire or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;
“Relevant Terms and Conditions”	means terms and conditions relating to: <ul style="list-style-type: none"> (a) pay; (b) the duration of working time; (c) night work; (d) rest periods; (e) rest breaks; and (f) annual leave that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by

virtue of custom and practice, including copies of all relevant documentation;

“Remuneration”	includes annual gross base salary or fees, guaranteed and/or Anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Agency Worker for services provided to or on behalf of the Hirer or any third party. If the Agency Worker does not work for 12 months then the Remuneration shall be calculated as if the Agency Worker had done.
“RIDDOR”	means The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013
“Road Transport (Working Time) Regulations”	means the Road Transport (Working Time) Regulations 2005
“Site Services”	means all services that are accessible through the Site.
“Temporary Work Agency”	means as defined in schedule 1 to these Terms;
“Terms”	means these terms of business (including the attached schedules) together with any applicable Assignment Details Form;
“Transfer Fee”	means the fee payable in accordance with clause 9 of these Terms and Regulation 10 of the Conduct Regulations;
“Users”	means you, Agency Workers, as well as all other authorised users of the Site and recipients of the Site Services.
“Vulnerable Person”	means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention and includes any person under the age of eighteen;
“Vehicle”	means a “goods vehicle” as defined under the Road Transport (Working Time) Regulations;
“Working Day”	means 7.5 working hours during which the Hirer shall pay the current Charges of Buzzhire;
“Working Time”	means working time as defined under the Road Transport (Working Time) Regulations 2005 namely time consisting of those periods during which the Mobile Worker is at their workstation at the disposal of the Hirer and exercising his functions or activities and that such periods of time are devoted to road transport activities such as driving, loading and unloading, assisting passengers, boarding the vehicle, cleaning and maintenance of the vehicle and all other work intended to enhance the safety of the cargo and passengers or to fulfil the legal or regulatory obligations linked to the specific transport operations; and

“Working Time Regulations”

means the Working Time Regulations 1998.

1.2. Unless the context otherwise requires, references to singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

2. THE CONTRACT

2.1 These Terms constitute the contract between Buzzhire and the Hirer for the supply of the Agency Worker’s services by Buzzhire (or its Affiliates) to the Hirer and are deemed to be accepted by the Hirer by registering for an BuzzHire account on the Site (an “**Account**”), by virtue of its request for, interview with or Engagement of the Agency Worker, or the passing of any information by the Hirer about an Agency Worker to any third party following an Introduction. Alternatively, when prompted on the Site, you are deemed to have executed this Agreement electronically, effective on the date you register your Account (the “**Effective Date**”). Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print these Terms, and any amendments.

2.2 Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print these Terms, and any amendments.

2.3. These Terms and the documents linked to or referred to within them contain the entire agreement between the parties and unless otherwise agreed in writing by a director of Buzzhire, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Hirer.

2.4. No variation or proposed alteration to these Terms by the Hirer shall be binding on Buzzhire unless the details of such variation are agreed between a director of Buzzhire and the Hirer and are set out in writing and a copy of the varied Terms are given to the Hirer stating the date on or after which such varied Terms shall apply. Otherwise, Buzzhire may need to change These terms to reflect changes in law, best practice or to deal with additional features we may introduce or updates to our operating practices. We will give you at least 10 days’ notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App. If you do not accept the notified changes you will not be permitted to continue to use the App and the Services, however if you continue to use the App and the Services you shall be deemed to have accepted the updated terms.

2.5. Buzzhire shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Agency Workers for Assignments with the Hirer.

3. CONSENT TO USE ELECTRONIC RECORDS

3.1. In connection with these Terms, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the Site, you give us permission to provide these records to you electronically instead of in paper form.

3.2. By registering for an Account, you consent to electronically receive and access, via email or the Site, all records and notices provided to you under the agreement constituted by these Terms that we would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the Royal Mail Postal Service and other third-party mail services using the address under which your account is registered.

3.3. In order to ensure that we are able to provide records and notices to you electronically, you agree to notify us immediately of any change in your email address by updating your Account information on the Site or by contacting Customer Support via contact@buzzhire.co.

ACCOUNT REGISTRATION & ADDITIONAL RULES OF USE

3.4. You agree to provide true, accurate, and complete information on all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You must not provide false or misleading information about your location. You must not register for more than one Account without express written permission from us. You must not ask or allow another person to create an Account on your behalf, for your use, or for your benefit.

3.5. When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity. You authorize BuzzHire, directly or through third parties, to make any inquiries necessary to validate your identity, and confirm your ownership of your email address or financial accounts, subject to applicable law.

3.6. When you register for an Account, you will be asked to choose a username and password for the Account. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. Buzzhire have the right to disable any user identification code or password, whether chosen by you or allocated by Buzzhire, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify Buzzhire as soon as reasonably practicable at contact@buzzhire.co.

3.7. For the benefit of other Users of the Site , BuzzHire encourages you to leave objective balanced feedback. You acknowledge and agree that feedback results for you will consist of comments, ratings, and other feedback left by other Users, and that BuzzHire will make available to other Buzzhire Users, including composite feedback based on these individual ratings. BuzzHire provides its public feedback system as a means through which Users can share their opinions publicly and BuzzHire does not monitor or censor these opinions. BuzzHire does not investigate any remarks posted by Users for accuracy or reliability but may do so if a User requests that BuzzHire do so. You may be held legally responsible for damages suffered by other Users or third parties as a result of your remarks if such remarks are legally actionable or defamatory. BuzzHire is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, BuzzHire reserves the right (but is under no obligation) to remove posted feedback or information that in BuzzHire's sole judgment negatively affects our Site, its Users, community or operations.

3.8. The ways in which you can use the App may also be controlled by the applicable Appstore where you downloaded the App and their rules and policies. You acknowledge and agree that the following terms as to links and information from third party sites below applies in relation to any applicable Appstore and BuzzHire is not responsible or liable for: (a) the availability or accuracy of the applicable Appstore; or (b) the content, advertising, or products on or available from the applicable Appstore.

3.9. If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

3.10. THIRD-PARTY VERIFICATION

The Site makes available various services provided by third parties to verify a User's credentials and provide other information. Any information or content expressed or made available by these third parties or any other Users is that of the respective author(s) or distributor(s) and not of BuzzHire. BuzzHire neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Site by anyone other than BuzzHire's authorized employees acting in their official capacities.

3.11. MOBILE AND OTHER DEVICES

When using our App and/or other mobile applications, please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply. Our mobile applications may not contain the same functionality available on the Site.

4. HIRER OBLIGATIONS

4.1. To enable Buzzhire to comply with its obligations under the Conduct Regulations the Hirer undertakes to provide to Buzzhire details of the position which the Hirer seeks to fill, including the following:

- 4.1.1. the type of work that the Agency Worker would be required to do;
- 4.1.2. the location and hours of work;
- 4.1.3. the experience, training, qualifications and any authorisation which the Hirer considers necessary or which are required by law or any professional body for the Agency Worker to possess in order to work in the position;
- 4.1.4. any risks to health or safety known to the Hirer and what steps the Hirer has taken to prevent or control such risks;
- 4.1.5. the date the Hirer requires the Agency Worker to commence the Assignment;
- 4.1.6. the duration or likely duration of the Assignment.

4.2. The Hirer will assist Buzzhire in complying with Buzzhire's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by Buzzhire and the Hirer will not do anything to cause Buzzhire to be in breach of its obligations under these Regulations. If the Hirer requires the services of an Agency Worker for more than 48 hours in any week during the course of an Assignment, the Hirer must notify Buzzhire of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Hirer requires the Agency Worker to work in excess of 48 Hours.

4.3. The Hirer will comply with its obligations under Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.

4.4. To enable Buzzhire to comply with its obligations under the Agency Workers Regulations, the Hirer undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at Buzzhire's request:

- 4.4.1. to inform Buzzhire of any Calendar Weeks since 1 October 2011 in which the relevant Agency Worker has Worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
- 4.4.2. if since 1 October 2011, the Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Hirer via any third party during the relevant Assignment, to provide Buzzhire with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by Buzzhire;
- 4.4.3. to inform Buzzhire if, since 1 October 2011, the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:

- 3.4.3.1. completed two or more assignments with the Hirer;
 - 3.4.3.2. completed at least one assignment with the Hirer and one more earlier assignments with any member of the Hirer's Group; and/or
 - 3.4.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role;
 - 4.4.4. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:
 - 4.4.4.1. provide Buzzhire with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker had been recruited directly by the Hirer as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;
 - 4.4.4.2. inform Buzzhire in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
 - 4.4.4.3. if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide Buzzhire with a written explanation of the basis on which the Hirer considers that the relevant individual is a Comparable Employee; and
 - 4.4.4.4. inform Buzzhire in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and
 - 4.4.5. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to provide Buzzhire with written details of its pay and benefits structures and appraisal processes and any variations of the same.
- 4.5. In addition, for the purpose of awarding any bonus to which the Agency Worker may be entitled under the Agency Workers Regulations, the Hirer will:
 - 4.5.1. integrate the Agency Worker into its relevant performance appraisal system;
 - 4.5.2. assess the Agency Worker's performance;
 - 4.5.3. provide Buzzhire with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
 - 4.5.4. provide Buzzhire with all other assistance Buzzhire may request in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.
- 4.6. In relation to any Agency Worker who has completed the Qualifying Period and who is pregnant, the Hirer agrees as follows:
 - 4.6.1. to notify Buzzhire immediately if the Agency Worker informs the Hirer that she is pregnant;

- 4.6.2. to carry out an appropriate risk assessment (at the Hirer's cost) to identify any possible risks to the Agency Worker's health (or that of her unborn baby) and, if any such risks are identified, to remove those risks (again, at the Hirer's Cost);
- 4.6.3. that it shall not terminate the Assignment on the grounds of the Agency Worker's pregnancy (save in the circumstances set out below).

If, having carried out a risk assessment pursuant to sub-clause 4.6.2. above, it is not possible to remove any risks that have been identified, Buzzhire will remove the Agency Worker from the Assignment and the Hirer shall fully indemnify Buzzhire in respect of any sums that may be payable to the Agency Worker pursuant to the Agency Worker Regulations and/or the Employment Rights Act 1996 by virtue of the termination of such Assignment.

- 4.7. The Hirer will comply with all Buzzhire' request for information and any other requirements to enable Buzzhire to comply with the Agency Workers Regulations.
- 4.8. The Hirer warrants that:
 - 4.8.1. all information and documentation supplied to Buzzhire in accordance with clauses 4.4, 4.5, 4.6, 4.7, 24.2 and 24.3 is complete, accurate and up-to-date; and
 - 4.8.2. it will, during the term of the relevant Assignment, immediately inform Buzzhire In writing of any subsequent change in any information or documentation provided in accordance with clauses 4.4, 4.5, 4.6, 4.7, 24.2 and 24.3
- 4.9. Without prejudice to clauses 20.7 and 20.8, the Hirer shall inform Buzzhire in writing of any:
 - 4.9.1. oral or written complaint the Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the Agency Workers Regulations or otherwise; and
 - 4.9.2. written request for information relating to the Relevant Terms and Conditions that the Hirer receives from the Agency Worker

as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Hirer and the Hirer will take such action and give such information and assistance as Buzzhire may request, and within any timeframe requested by Buzzhire, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Hirer's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Hirer will provide Buzzhire with a copy of any such written statement.
- 4.10. The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the Assignment.
- 4.11. In the event of a reportable incident under RIDDOR involving an Agency Worker the Hirer agrees to notify Buzzhire as soon as reasonably practicable and to report any reportable incident under RIDDOR in accordance with RIDDOR reporting procedure as if it were the employer of the person who suffers injury, death or a dangerous occurrence. The Hirer acknowledges, notwithstanding this paragraph, that Buzzhire has no reporting obligation under RIDDOR save in so far a reportable incident occurs in premises controlled by Buzzhire.

5. INFORMATION TO BE PROVIDED BY BUZZHIRE TO THE HIRER

- 5.1. When introducing an Agency Worker to the Hirer Buzzhire shall inform the Hirer:
 - 5.1.1. of the identity of the Agency Worker;
 - 5.1.2. of the reasonable endeavours and steps taken by Buzzhire to verify that the Agency Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;
 - 5.1.3. that the Agency worker is willing to work in the Assignment; and
 - 5.1.4. the Charges.
- 5.2. The intent is for the information referred to under clause 5.1 to be provided instantly via the App and/or Site Services. However, where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Agency Worker is Introduced for an Assignment in the same position as one in which the Agency Worker had previously been supplied within the previous 5 business days and such information has already been given to the Hirer, unless the Hirer requests that the information be resubmitted.

6. CONFIRMATION OF HOURS WORKED

- 6.1. The parties agree that hours worked by an Agency Worker on an assignment will be confirmed via the Buzzhire app daily and charged accordingly. If the Hirer disputes the hours charged the Hirer shall inform Buzzhire as soon as is reasonably practicable and shall cooperate fully and in a timely fashion with the Employment Business to enable Buzzhire to establish what hours, if any, was worked by the Agency Worker
- 6.2. If the worker has completed overtime the Hirer will be emailed requesting confirmation of overtime hours.
- 6.3. Failure to agree the hours worked does not absolve the Hirer of its obligation to pay the Charges in respect of the hours worked.
- 6.4. The Hirer shall not be entitled to dispute hours worked on the basis that it is dissatisfied with the work performed by the Agency Worker. In the event that the Hirer is dissatisfied with the Agency Worker the provisions of clause 11. below shall apply.

7. CHARGES

- 7.1. The Hirer agrees to pay the Charges as notified to and agreed with the Hirer on or before each Assignment. The Charges are calculated according to the number of hours worked by the Agency Worker (to the nearest quarter hour) and comprise the following:
 - 7.1.1. the Agency Worker's hourly rate of pay;
 - 7.1.2. an amount equal to any paid holiday leave to which the Agency Worker is entitled under the Working Time Regulations and, where applicable, the Agency Workers Regulations and which is accrued during the course of an Assignment;
 - 7.1.3. any other amounts to which the Agency Worker is entitled under the Agency Workers Regulations, where applicable;
 - 7.1.4. employer's National Insurance contributions;

7.1.5. any travel, hotel or other expenses as may have been agreed with the Hirer or, if there is no such agreement, such expenses as are reasonable; and

7.1.6. Buzzhire' commission, which is calculated as a percentage of the Agency Worker's hourly Rate.

7.2. The Hirer agrees that each minimum Assignment period shall be 4 hours.

7.3. Buzzhire reserves the right to vary the Charges agreed with the Hirer, by giving written notice to the Hirer:

7.3.1. in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations; and/or

7.3.2. if there is any variation in the Relevant Terms and Conditions.

7.4. Invoices will be generated for all hours confirmed via the App within twenty four hours of the end of the relevant Assignment unless otherwise agreed in writing with the Hirer. Invoices are payable on demand unless otherwise agreed in writing with the Hirer. The Hirer agrees that in the event of non payment of the invoice by the Hirer within agreed payment terms the Hirer will indemnify and keep indemnified, on the indemnity basis, Buzzhire in respect of all costs, including legal costs, incurred by the Employment Business in respect of the recovery of the invoice whether they are incurred before or after judgement.

7.5. In addition to the Charges, the Hirer will pay Buzzhire an amount equal to any bonus the Hirer awards to the Agency Worker in accordance with clause 4.6 immediately following any such award and Buzzhire will pay any such bonus to the Agency Worker. For the avoidance of doubt, the Hirer will also pay an employer's National Insurance Contribution and Buzzhire' commission on the bonus (calculated using the same percentage rate as that used under clause 7.1.6) in addition to any bonus payable to the Agency Worker.

7.6. VAT is payable at the applicable rate on the entirety of the Charges and all sums payable under clause 7.5.

7.7. Buzzhire reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date of payment both before or after judgement.

7.8. No refunds are payable in respect of the Charges of Buzzhire.

7.9. Without prejudice to the above provisions, in the event that any Charges are not paid by the due date and therefore becomes overdue, all and any Charges incurred by the Hirer in respect of any Agency Worker or as otherwise arising (howsoever incurred) become immediately due to Buzzhire as a debt.

7.10. The Hirer's obligations under this clause 7 shall be performed without any right of the Hirer to invoke set-off, deductions, withholdings or other similar rights.

8. PAYMENT OF THE AGENCY WORKER

8.1 Buzzhire (or where relevant its Affiliates shall) assumes responsibility, where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Agency Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

9. TRANSFER FEES

- 9.1. The Hirer shall be liable to pay a Transfer Fee if the Hirer Engages an Agency Worker Introduced by Buzzhire or where the Hirer introduces the Agency Worker to a third party and such introduction results in an Engagement of the Agency Worker by the third party other than via Buzzhire and:
- 9.1.1. where the Agency Worker has been supplied by Buzzhire, such Engagement takes place during the Assignment or within the Relevant Period; or
 - 9.1.2. where the Agency Worker has not been supplied, such Engagement takes place within 6 months from the date of the introduction to the Hirer.
- 9.2. The Transfer fee will be £2000.
- 9.3. If the Hirer wishes to engage the Agency Worker other than via Buzzhire without liability to pay a Transfer Fee, the Hirer may, on giving one week's written notice to Buzzhire, engage the Agency Worker for the Period of Extended Hire which shall be 130 Working Days.
- 9.4. During such Period of Extended hire Buzzhire shall supply the Agency Worker on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favorable than those terms which applied immediately before Buzzhire received the notice in clause 8.3; and the Hirer shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Agency Worker for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Hirer does not wish to hire the Agency Worker on the same terms as the Assignment; but the Agency Worker is Engaged by Hirer, the Hirer shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Hirer during any part of the Period of Extended Hire worked by the Agency Worker before being Engaged by the Hirer. If the Hirer fails to give notice of its intention to Engage the Agency Worker other than via Buzzhire before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.
- 9.5. Where prior to the commencement of the Hirer's Engagement other than via Buzzhire the Employment Business and the Hirer agree that such Engagement will be on the basis of a fixed term less than 12 months, Buzzhire may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 2 pro-rata. Such reduction is subject to the Hirer Engaging the Agency Worker for the agreed fixed term. Should the Hirer extend the Agency Worker's Engagement or re-Engage the Agency Worker within 12 months from commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.
- 9.6. No refund of the Transfer Fee will be paid in the event that the Engagement of the Agency Worker other than via Buzzhire by the Hirer or by a third party to which the Hirer introduces the Agency Worker terminates or terminates before the end of the fixed term referred to in clause 8.5.
- 9.7. VAT is payable in addition to any Transfer Fee due.

10. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

- 10.1. Where:
- 10.1.1. the Agency Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment, Buzzhire will take all reasonably practicable steps to obtain and offer to provide to the Hirer copies of any relevant qualifications or authorisations of the Agency Worker; and

10.1.2. in addition, where the Assignment involves working with, caring for or attending one or more Vulnerable Persons, Buzzhire will take all reasonably practicable steps to obtain and offer to provide copies to the Hirer of two references from persons who are not relatives of the Agency Worker and who have agreed that the references they provide may be disclosed to the Hirer;

and such other reasonably practicable steps as are required to confirm that the Agency Worker is suitable for the Assignment. If Buzzhire has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Hirer of the steps it has taken to obtain this information in any event.

- 10.2. The Hirer shall advise Buzzhire at the time of instructing Buzzhire to supply an Agency Worker whether during the course of the Assignment, the Agency Worker will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable.
- 10.3. The Hirer shall assist Buzzhire by providing any information required to allow Buzzhire to comply with its statutory obligations under the Safeguarding Vulnerable Group Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable and to allow Buzzhire to select a suitable Agency Worker for the Assignment.
- 10.4. In particular in the event that the Hirer removes an Agency Worker from an Assignment in circumstances which would require Buzzhire to provide information to the Independent Safeguarding Authority (or the equivalent authority) under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007, the Hirer will provide sufficient information to Buzzhire to allow it to discharge its statutory obligations.

11.0 UNSUITABILITY OF THE AGENCY WORKER

11.1. The Hirer undertakes to supervise the Agency Worker sufficiently to ensure the Hirer's satisfaction with the Agency Worker's standards of work. If the Hirer reasonably considers that the services of the relevant Agency Worker are unsatisfactory, the Hirer may terminate the relevant Assignment either by instructing the Agency Worker to leave the Assignment immediately, or by directing Buzzhire to remove the Agency Worker. Buzzhire may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Agency Worker, provided that the Hirer has notified Buzzhire immediately that they have asked the Agency Worker to leave the Assignment or the Assignment terminates:

11.1.1. within 4 hours of the Agency Worker commencing the Assignment where the Assignment is for more than 7 hours; or

11.1.2. within 2 hours for Assignments of 7 hours or less;

and provided that notification of the unsuitability of the Agency Worker is confirmed in writing to Buzzhire within 48 hours of the termination of the Assignment.

11.2. Buzzhire shall notify the Hirer immediately if it receives or otherwise obtains information which gives Buzzhire reasonable grounds to believe that the Agency Worker supplied to the Hirer is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Hirer shall remain liable for all Charges incurred prior to the termination of the Assignment.

11.3. The Hirer shall notify Buzzhire immediately and without delay and in any event within one hour if the Agency Worker fails to attend work or has notified the Hirer that they are unable to attend work for any reason.

12. TERMINATION OF THE ASSIGNMENT

- 12.1 Buzzhire or the Agency Worker may terminate an Assignment at any time without prior notice and without liability.
- 12.2 The Hirer may terminate the Assignment at any time without prior notice. If the Hirer terminates the Assignment with less than 4 hours' notice to the applicable Assignment then a fee of 100% of the Charges for that applicable Assignment value is immediately payable. If the Hirer terminates the Assignment with more than 4 hours but less than 12 hours' notice to the applicable Assignment then a fee equal to four hours of the Charges for that applicable Assignment is immediately payable. If the Hirer terminates the Assignment with more than 12 hours but less than 24 hours' notice to the applicable Assignment then a fee equal to two hours of the Charges for that applicable Assignment is immediately payable.

13. CONFIDENTIALITY AND DATA PROTECTION

- 13.1. All information relating to an Agency Worker is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.
- 13.2. Buzzhire undertakes to keep confidential all Relevant Terms and Conditions that the Hirer discloses to Buzzhire and not to use such information except for the purpose of compliance with the Agency Workers Regulations (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Agency Worker or any AWR Claim).
- 13.4. Information relating to Buzzhire' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is kept in the public domain.
- 13.5. The following definitions shall apply in the remainder of this clause 13:

Agreed Purposes: the review and consideration of the Agency Worker in relation to the proposed Engagement.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications).

Permitted Recipients: the parties to these Terms, the employees of each party, and any third party provided prior written consent is obtained from the other party to these Terms as to the identity of such third party.

Shared Personal Data: the personal data to be shared between the parties under these Terms including, but not limited to, personal data relating to each Agency Worker and personnel at Buzzhire and/or you.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive

2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 13.6. The provisions set out in this clause 13 sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the **Data Discloser**) will regularly disclose to the other party (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 13.7. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- 13.8. Each party shall:
 - 13.8.1 ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
 - 13.8.2 give full information to any data subject whose personal data may be processed under these Terms of the nature such processing. This includes giving notice that, on the termination of these Terms, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - 13.8.3 process the Shared Personal Data only for the Agreed Purposes;
 - 13.8.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - 13.8.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by these Terms;
 - 13.8.6 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
 - 13.8.7 not transfer any personal data outside of the European Economic Area unless the transferor:
 - (a) complies with the provisions of Article 26 of the General Data Protection Regulation (in the event the third party is a joint controller); and
 - (b) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the General Data Protection Regulation; (ii) there are appropriate safeguards in place pursuant to Article 46 of the General Data Protection Regulation; or (iii) one of the derogations for specific situations in Article 49 of the General Data Protection Regulation applies to the transfer.
- 13.9. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
 - 13.9.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - 13.9.2 promptly inform the other party about the receipt of any data subject access requests;
 - 13.9.3 provide the other party with reasonable assistance in complying with any data subject access request;
 - 13.9.4 not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
 - 13.9.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 13.9.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation; and

13.9.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of these Terms unless required by law to store the personal data.

13.10. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents (and in relation to the Client this shall also include reference to any Third Party), provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Hirer. Accordingly Buzzhire shall use its reasonable endeavours to ensure that the Agency Worker shall execute all such documents and do all such acts in order to give effect to the Hirer's rights pursuant to this clause.

15. FEEDBACK

For the benefit of other Users of the Site, BuzzHire encourages you to leave objective balanced feedback. You acknowledge and agree that feedback results for you will consist of comments, ratings, and that BuzzHire will make available to other Buzzhire Users, including composite feedback based on these individual ratings. BuzzHire provides its public feedback system as a means through which Users can share their opinions publicly and BuzzHire does not monitor or censor these opinions. BuzzHire does not investigate any remarks posted by Users for accuracy or reliability but may do so if a User requests that BuzzHire do so. You may be held legally responsible for damages suffered by other Users or third parties as a result of your remarks if such remarks are legally actionable or defamatory. BuzzHire is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, BuzzHire reserves the right (but is under no obligation) to remove posted feedback or information that in BuzzHire's sole judgment negatively affects our Site community or operations.

16. LICENSES AND THIRD-PARTY CONTENT

16.1. SITE LICENSE AND INTELLECTUAL PROPERTY RIGHTS

Subject to and conditioned on compliance with these Terms, BuzzHire grants you a limited license to access and, if you have created an Account, to use the Site for the purpose of using the Site Services. You must not access (or attempt to access) the Site or Site Services by any means other than the interface provided, and you will not use information from the Site or Site Services for any purposes other than the purposes for which it was made available. You must not attempt to reverse engineer, modify, adapt, translate, prepare derivative works from, decompile, attempt to interfere with the operation of, or otherwise attempt to derive source code from any part of the Site or Site Services unless expressly permitted by applicable law. You will not access Site Services in order to build a similar service or application, or publish any performance, or any benchmark test or analysis relating to the Site Services. BuzzHire and our licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Site and the Site Services. The BuzzHire logos and names are trademarks of BuzzHire and may be registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols on the Site or Site Services may be the trademarks of their respective owners. Except as expressly stated in these Terms, nothing in these Terms confers any license under any of BuzzHire's or any third party's Intellectual Property Rights, whether by estoppel, implication, or otherwise.

16.2 LINKS AND APPLICATIONS

The Site may contain links to third-party websites. The Site may also contain applications that allow you to access third-party websites via the Site. Such third-party websites are owned and operated by the third parties and/or their licensors. Your access and use of third-party websites, including online communication services, such as chat, email, and calls will be governed by the terms and policies of the applicable third-party websites. You acknowledge and agree that BuzzHire is not responsible or liable for: (a) the availability or accuracy of third-party websites; or (b) the content, advertising, or products on or available from third-party websites. You are responsible for deciding if you want to access third-party websites by clicking on a link or installing an application. The inclusion of any link or application on the Site does not imply that we endorse the linked site or application. You use the links and third-party websites at your own risk and agree that your use of an application or third-party website via the Site is on an “as is” and “as available” basis without any warranty for any purpose.

16.3 SITE UPDATES

We may from time to time in our sole discretion develop and provide Site Services updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that we do not have any obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You will promptly download and install all Updates and acknowledge and agree that Site Services or portions thereof may not work properly should you fail to do so. You further agree that all Updates will be subject to the terms of these Terms, unless otherwise provided in terms associated with such Update. BuzzHire reserves the right, at any time, to modify, suspend, or discontinue Site Services or any part thereof without notice. You agree BuzzHire will not be liable to you or any third party for any modification, suspension, or discontinuance of Site Services or any part thereof.

17. CONFIDENTIAL INFORMATION.

17.1 CONFIDENTIALITY

To the extent an Agency Worker provides Confidential Information to you, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care, and will: (a) not disclose or permit others to disclose another's Confidential Information to anyone without first obtaining the express written consent of the owner of the Confidential Information; (b) not use or permit the use of another's Confidential Information, except as necessary for the performance of Worker Services (including, without limitation, the storage or transmission of Confidential Information on or through the Site for use by an Agency Worker); and (c) limit access to another's Confidential Information to its personnel who need to know such information for the performance of Worker's Services.

17.2 PUBLICATION

Without limiting clause 17.1 (Confidentiality), Hirer, Agency Worker, and BuzzHire will not publish, or cause to be published, any other party's Confidential Information or Work Product, except as may be necessary for performance of The worker's services.

18. WARRANTY DISCLAIMER

The Site and the Site Services are provided for general information purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Site Services. Although we make reasonable efforts to update the information provided by the App and the Site Services, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. Accordingly, you agree not to rely on the Site, the Site Services, any information on the Site or the continuation of the Site. The Site and the Site Services are provided “as is” and on an “as available” basis. BuzzHire makes no express representations or warranties with regard to the Site, the Site Services, work product, or any activities or items related to these Terms. To the maximum extent permitted by applicable law, BuzzHire disclaims all express and implied conditions, representations, and warranties including, but not limited to, the warranties of merchantability, accuracy, fitness for a particular purpose, title, and non-infringement. Some jurisdictions may not allow for all of the foregoing limitations on warranties, so to that extent, some or all of the above limitations may not apply to you.

19. LIMITATION OF LIABILITY

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation. In all other cases, BuzzHire is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the agreement constituted under these Terms, including, but not limited to:

1. your use of or your inability to use our Site or Site Services;
2. delays or disruptions in our Site or Site Services;
3. viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;
4. glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;
5. damage to your hardware device from the use of the Site or Site Services;
6. the content, actions, or inactions of third parties' use of the Site or Site Services;
7. a suspension or other action taken with respect to your account;
8. your reliance on the quality, accuracy, or reliability of job postings, worker profiles, ratings, recommendations, and feedback (including their content, order, and display), or metrics found on, used on, or made available through the Site; and
9. your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to the Terms.

20. LIABILITY

- 20.1. Whilst reasonable efforts are made by Buzzhire to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from the Agency Worker and to provide the same in accordance with the Assignment details as provided by the Hirer, no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker or if the Agency Worker terminates the Assignment for any reason. For the avoidance of doubt, Buzzhire does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 20.2. Agency Workers supplied by Buzzhire pursuant to these Terms are engaged under contracts for services. They are not the employees of Buzzhire and are deemed to be under the supervision and direction of the Hirer from the time they report to take up duties and for the duration of the Assignment. The Hirer agrees to be responsible for all acts, errors or omissions of the Agency Worker, whether willful, negligent or otherwise as though the Agency Worker was on the payroll of the Hirer.
- 20.3. The Hirer shall advise Buzzhire of any special health and safety matters about which Buzzhire is required to inform the Agency Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Agency Worker is to fill the Assignment.
- 20.4. The Hirer will also comply in all respects with all statutory provisions as are, in force from time to time including, for the avoidance of doubt, but not limited to the Data Protection Laws, the Working Time Regulations, Health and Safety at work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 (as amended), the Road Transport (Working Time) Regulations, all statutory requirements set out in clause 24.5, by-laws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff (excluding the matters specifically mentioned in clause 7 above), including in particular the provisions of adequate Employer's and Public Liability Insurance cover for the Agency Worker during all Assignments.
- 20.5. The Hirer undertakes not to request the supply of an Agency Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Hirer to perform the duties of a person on strike or taking official industrial action.

- 20.6 The Hirer shall indemnify and keep indemnified Buzzhire against any Losses incurred by Buzzhire arising out of any Assignment or arising out of any non-compliance with, and/or as a result of any breach of, these Terms by the Hirer.
- 20.7 You will indemnify, defend, and hold harmless BuzzHire, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an “**Indemnified Party**”) from any and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable attorney's fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party relating to: (a) use of the Site and the Site Services by you or your agents.
- 20.8 The Hirer shall inform Buzzhire in writing of any AWR Claim which comes to the notice of the Hirer as soon as possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the Hirer.
- 20.9 If the Agency Worker brings, or threatens to bring any AWR Claim, the Hirer undertakes to take such action and give such information and assistance as Buzzhire may request, and within any timeframe requested by Buzzhire and at the Hirer’s own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.
- 20.10 Additionally, in no event will BuzzHire, our affiliates, our licensors, or our third-party service providers be liable for any special, consequential, incidental, punitive, exemplary, or indirect costs or damages, including, but not limited to, litigation costs, installation and removal costs, or loss of data, production, profit, or business opportunities.

21. AGREEMENT TERM AND TERMINATION

- 21.1 The agreement constituted under these Terms, as amended from time to time, will become effective on your first visit to the Site and will remain in effect for the duration of your use of the Site or Site Services. Unless both you and BuzzHire expressly agree otherwise in writing, either of us may terminate the agreement constituted under these Terms in our sole discretion, at any time, without explanation, upon written notice to the other. You may provide written notice to contact@buzzhire.co. In the event you properly terminate these Terms, your right to use the Site is automatically revoked, and your Account will be closed; however, (a) if you have any open Assignments when you terminate these Terms, you will continue to be bound by these Terms until all such Assignments have closed on the Site; (b) BuzzHire will continue to perform those Site Services necessary to complete any open Assignments or related transaction between you and a Agency Worker; and (c) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the completion of any open Assignments, whichever is later, to BuzzHire for any Site Service. Without limiting any other provisions of these Terms, the termination of these Terms for any reason will not release you or BuzzHire from any obligations incurred prior to termination of these Terms or that thereafter may accrue in respect of any act or omission prior to such termination. Those portions of the these Terms necessary to implement the foregoing survive termination of these Terms for any reason.
- 21.2 Without limiting BuzzHire's other rights or remedies, we may temporarily suspend, indefinitely suspend, or permanently revoke your access to the Site and/or refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of these Terms; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you or BuzzHire or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit activity. If your Account is suspended or closed, you may not use the Site under the same Account or a different Account or reregister under a new Account without BuzzHire's prior written consent. If you attempt to use the Site under a different Account, we reserve the right to reclaim available funds in that Account and/or use an available Payment Method to pay for any amounts owed by you to the extent permitted by applicable law. Without limiting BuzzHire's other rights or remedies, if you engage in actions or activities that circumvent the Site or otherwise reduce fees owed

BuzzHire or our Affiliates under these Terms, you must pay BuzzHire for all fees owed to BuzzHire under clause 9 Transfer Fees and to our Affiliates and reimburse BuzzHire for all losses and reasonable expenses (including attorneys' fees) related to investigating such breach and collecting such fees. In addition, violations of these Terms may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.

21.3 If your Account is closed for any reason, you will no longer have access to data, messages, files, and other

21.4 ENFORCEMENT OF AGREEMENT

BuzzHire has the right, but not the obligation, to suspend or revoke your access to the Site and Site Services if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms or violated our rights or those of another party. Without limiting BuzzHire's other rights or remedies, we may suspend or close your Account, use self-help in connection with our rights to reclaim funds, and refuse to provide any further access to the Site or the Services to you if (a) you breach any terms and conditions of these Terms; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause legal liability for you, other Users, or BuzzHire.

21.5 CONSEQUENCES OF AGREEMENT TERMINATION

Termination of these Terms and/or closing of your Account will not relieve you of the requirement to pay for Services performed prior to the effective date of the termination or thereafter for any Supply of Agency Workers agreed before termination of these Terms, which fees and expenses, together with any applicable taxes, you hereby authorizes BuzzHire to charge to its Payment Method

21.6 COMMUNICATIONS FROM YOU TO BUZZHIRE

All notices to BuzzHire or our Affiliates intended to have a legal effect must be in writing and delivered either (a) in person; (b) in writing via email to contact@buzzhire.co. All such notices are deemed effective upon receipt by BuzzHire. BuzzHire does not accept service of any legal process by email or mail; all such service should occur by hand delivery on BuzzHire or its registered agent for service of process.

22. SEVERABILITY

22.1 If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

23. GOVERNING LAW AND JURISDICTION

23.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

24. MOBILE WORKER CLAUSES

24.1. All the above provisions shall apply Mobile Worker where any Agency Worker is also a Mobile Worker save where inconsistent with the provisions in the following sub-clauses in which case the sub-clauses shall prevail.

24.2 The Hirer will assist Buzzhire in complying with Buzzhire's duties under such provisions of the Road Transport (Working Time) Regulations and the Working Time Regulations as may be applicable and any other similar legislation as may be applicable to the Assignment in any country or countries by supplying any relevant information about and copies of any relevant documentation (including without limitation tachograph charts) relating to the Assignment requested by Buzzhire, and the Hirer will not do anything to cause Buzzhire to be in breach of its obligations under such legislation.

- 24.3 In relation to any Vehicles and operations subject to the Goods Vehicles (Licensing of Operators) Act 1995 (the Act), it is a condition of these Terms that the Hirer:
- 24.3.1 holds a complete, accurate and up-to-date operator's licence under the Act throughout the period of any Assignment and the Hirer hereby warrants that it holds such a licence;
 - 24.3.2 will comply with all of its obligations for obtaining and maintaining such operator's licence under the Act; and
 - 24.3.3 will upon request permit Buzzhire to inspect and take copies of the Hirer's operator's licence.
- 24.4 The Hirer will take all reasonable steps to ensure that all transport time schedules which it implements and any other arrangements regarding working time in relation to the assignment will conform in full to the requirements of the Road Transport (Working Time) Regulations and the Working Time Regulations as may be applicable to the Assignment and any other similar regulations in any country or countries applicable to the Assignment.
- 24.5 The Hirer undertakes to comply with all statutory duties applicable in respect of any Assignment, including (without limitation) making proper arrangements to ensure that the following matters are compliant with the relevant statutory obligations: driving licences and permits, drivers' hours and records, the issue, collection and other use of tachographs, drivers cards and company cards, maintenance and safety of all Vehicles driven, operated or used by any Agency Worker, all duties under health and safety regulations, road traffic and liability insurances including fully comprehensive insurance for the vehicle and its contents. The Hirer agrees to allow Buzzhire to inspect and take copies of any relevant policies of insurance and any other relevant documentation.
- 24.6 The Hirer will take all reasonable steps and give any reasonable instructions to the Agency Worker for the purpose of ensuring that the performance of the Assignment complies with the Department of Transport's Highway Code and any other rules regarding road safety applicable to the country or countries in which any journeys (or portion of journeys) take place.
- 24.7. To assist Hirers in complying with the relevant provisions of the Goods Vehicle (Licensing of Operators) Act 1995, Buzzhire agrees to provide the Hirer upon request with such information as is available to Buzzhire about any driving Assignments carried out by the Mobile Worker in the seven days immediately preceding the commencement of an Assignment with the Hirer provided the Mobile Worker shall have worked for a client of Buzzhire during those seven days.
- 24.8. The Hirer agrees to pay Buzzhire's charges in respect of the number of hours worked by the Mobile Worker. For the avoidance of doubt for Mobile Workers involved in operations subject to EU Drivers Hours Rules the number of hours worked during the week comprises of the total number of hours Working Time and the total number of hours spent as Periods of Availability as defined under the Road Transport (Working Time) Regulations 2005.
- 24.9. For Mobile Workers who are Mobile Workers working in operations subject to EU Drivers Hours Rules the Hirer will assist Buzzhire in complying with Buzzhire's' duties under the Road Transport (Working Time) Regulations 2005 by supplying relevant information about the Assignment requested by Buzzhire including copies of tachograph charts for Mobile Workers. Furthermore the Hirer agrees to do nothing to cause Buzzhire to be in breach of its obligations under the Road Transport (Working Time) Regulations 2005.
- 24.10 The Hirer undertakes that transport time schedules shall conform to the requirements of EU Drivers Hours Rules and the Road Transport (Working Time) Regulations 2005.

25. CONTACTING US

If you have questions or need assistance, please contact Customer Support at contact@buzzhire.co

26. FORCE MAJEURE

The parties to these Terms will not be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labour disturbances, accidents, fires, floods, pandemics, epidemics, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party will be extended by the period of such delay. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 60 days, either the party may give to the other a 30-day notice of termination. If, at the end of the 30 day period, the effect of the Force Majeure continues, these Terms will terminate.

27. NO WAIVER

The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of such party.

28. ASSIGNABILITY

You may not assign the agreement constituted by these Terms, or any of its rights or obligations hereunder, without BuzzHire's prior written consent in the form of a written instrument signed by a duly authorized representative of BuzzHire (and, for the purposes of this subsection, a written instrument will expressly exclude electronic communications such as email and electronic notices, but will include facsimiles). BuzzHire may freely assign the agreement constituted by these Terms without your consent. Any attempted assignment or transfer in violation of this clause will be null and void. Subject to the foregoing restrictions, these Terms will inure to the benefit of the successors and permitted assigns of the parties.

Schedule 1: “Comparable Employee”, “Qualifying Period” and “Temporary Work Agency”

“Comparable Employee” means as defined in Regulation 5(4) of the Agency Workers Regulations being an employee of the Hirer who:

1. works for and under the supervision of the Hirer and is engaged in the same or broadly similar work as the Agency Worker having regard, where relevant, to whether the employee and Agency Worker have a similar level of qualification and skill; and
2. works or is based at the same establishment as the Agency Worker or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements.

For the purpose of the definition of “Qualifying Period” in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

1. the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
2. the break is:
 - 2.1. for any reason and not more than six Calendar Weeks;
 - 2.2. wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph 2.3 does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
 - 2.3. related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
 - 2.4. wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
 - 2.4.1. ordinary, compulsory or additional maternity leave;
 - 2.4.2. ordinary or additional adoption leave;
 - 2.4.3. ordinary or additional paternity leave;
 - 2.4.4. time off or other leave not listed in paragraphs 2.4.1, 2.4.2, or 2.4.3 above; or
 - 2.4.5. for more than one of the reasons listed in paragraph’s 2.4.1, 2.4.2, 2.4.3 to 2.4.4 above;
 - 2.5. wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
 - 2.6. wholly due to a temporary cessation in the Hirer’s requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
 - 2.7. wholly due to a strike, lock-out or other industrial action at the Hirer’s establishment; or
 - 2.8. wholly due to more than one of the reasons listed in paragraphs 2.2, 2.3, 2.4,2.5,2.6 or 2.7; and
3. the Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph 2.3 or 2.4.1, or 2.4.2 or 2.4.3, for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purpose of the definition of “Qualifying Period”.

“Temporary Work Agency” means as defined in Regulation 4 of the Agency Workers Regulations being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- (a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or

- (b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.

Schedule 2 – “Table of Fees”

Table of Fees (%)				
Gross Annual Remuneration	£0 - £25,000	£25,001 - £30,000	£30,001 - £50,000	£50,001 plus
% Fee payable	20	22.5	25	30