

## JUGGLE BUSINESS TERMS OF SERVICE

### Welcome to Juggle

Juggle operates a platform which allows businesses to communicate with and enter into temporary or permanent agreements with professionals for the provision of work or services, and to download and upload content for that purpose using our website at [www.jugglejobs.co.uk](http://www.jugglejobs.co.uk) or any app we make available (the "**Service**").

The Service is operated by Juggle Jobs Limited ("**Juggle**", "**we**", "**our**", or "**us**").

### Your relationship with us

This document and any documents referred to within it (collectively, the "**Terms of Service**") set out the terms of the relationship between us and businesses who use or access the Service ("**you**").

It is important that you read and understand the Terms of Service before using the Service. If there is anything within them that you do not understand, then please contact us at [support@jugglejobs.co.uk](mailto:support@jugglejobs.co.uk) to discuss what this means for you.

By setting up an account with us or using and accessing the Service you agree to these Terms of Service. You will need to comply with these Terms of Service when you use or access the Service. If you do not agree to these Terms of Service, please do not browse or otherwise access or use the Service.

### Information about us

Juggle Limited is incorporated and registered in England and Wales under company number 09652200. Our registered office is at Wesley Cooper Ltd, Parker House, 44 Stafford Road, Wallington, Surrey SM6 9AA

### Information about you

Your privacy is important to us. You should read our Privacy Policy (on request) to understand how we collect, use and share information about you and any users authorised by you to access the Service (your "**Authorised Users**").

### Juggle Service

Juggle is a platform which allows you to search for, negotiate with and engage professional workers who have signed up to our Service ("**Professionals**") on a part time or full time basis.

You must decide for yourself the suitability of a Professional and whether to enter into an agreement with a Professional. Although we may use reasonable endeavours to confirm Professionals' identity, experience, training, qualifications and authorisations necessary for them

to work, we will not be responsible in any way if the Professional you engage is unsuitable for, or insufficiently experienced to perform the advertised role.

In the event that you engage with a Professional through our Service, any contract will be solely between you and the Professional. We will not get involved in any negotiations or interfere in any disputes between you and the Professional.

You will be responsible for the actions of any Professional that you engage with and for honouring the commitments you make to the Professional as set out in the contract between you and the Professional and under applicable law. You agree to indemnify us in full (including any legal or professional costs) against any claims brought against us in respect of your conduct or the conduct of a Professional engaged by you.

You may download and upload content as permitted by the functionality of the Service and these Terms of Service.

We may from time to time provide social features on our Service such as social networking services where users can create online personal profiles and interact with other users.

Any use of the Juggle social features should comply with our Rules of Acceptable Use below.

### **Setting up an account**

You do not need to register to browse our website; however, to access our Service and use certain features of the Service, you must register with us and set up an account with an ID and password (an "**Account**").

You confirm that the person who has set up an Account on your behalf has sufficient authority to do so. If an Account has been set up on your behalf without your authority, you should inform us immediately.

We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account.

You may connect to our Service with a third-party service (e.g. LinkedIn, Facebook or Twitter) and you give us permission to access and use information from that service as permitted by that service and as set out in our Privacy Policy.

You may share the details of the Account you create with your Authorised Users, and, where applicable, any rights granted to you to use our Service are also granted to your Authorised Users. You are responsible for any activities that occur under your Account and otherwise responsible for maintaining the confidentiality of the login details of your Account. If you have any concerns that your Account may have been misused, you should contact us at [support@jugglejobs.co.uk](mailto:support@jugglejobs.co.uk) straight away to let us know.

## Verification

When you register for an Account, and from time to time thereafter, your Account may 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 (among other things) your or your Authorised Users' identity, your credit worthiness and the nature of your business.

You authorise us, directly or through third parties, to make any inquiries necessary to validate your identity, legal status and any details you provide to us, subject to applicable law.

## Advertising available roles

You are required to provide certain information about the advertised position when advertising work opportunities on our Service. This can include details about the type of work the Professional would be expected to perform, the location at which the Professional would have to work, the anticipated start date of the advertised position, the hours the Professional would be expected to work, the experience, training, qualifications and any authorisation which you consider are necessary (or required by law) for the Professional to possess, details of any expenses paid by or to the Professional, the minimum rate of pay and other benefits, and the intervals at which the Professional would be paid.

You are responsible for ensuring that the description of the advertised role you provide is accurate.

We will notify you as to what information must be provided and what information is optional by clearly marking required information on the relevant part of our Service.

## Payment Fees

You do not have to pay to access the Service; however, if you offer to enter into a contract with a Professional through our Service we will charge you a flat fee per hire as outlined below.

We may, from time to time, offer additional services (the "**Additional Services**") for which we may charge additional fees. If you wish to use any of the Additional Services, we will advise you of the relevant fee before you subscribe to use any Additional Services.

- 1) If you or any of your affiliates make an offer to a Professional where that Professional is paid a daily salary (a "**contractor**"), we will charge you either;

a flat monthly fee of £350 per month if that Professional works 1-2 days per week for the company (or time equivalent).

or

a flat monthly fee of £500 per month if that Professional works 3-5 days per week for the company (or time equivalent).

For a contractor the payment schedule is ongoing so long as the Professional is still working for the company.

2) If you or any of your affiliates make an offer to a Professional where that Professional is paid an annual salary (a "**permanent employment**"), we will charge you either;

a flat upfront fee of £4200 if that professional works 1-2 days per week for the company (or time equivalent).

or

a flat upfront fee of £6000 if that professional works 3-5 days per week for the company (or time equivalent).

If a Professional enters into the contract working 1-2 days per week, and subsequently changes to work 3-5 days per week for the company within the payment schedule (defined as ongoing for a contractor position, and within the first 12 months for a permanent employment position), then;

for a contractor position - the fixed monthly fee changes to reflect this change in working schedule.

for a permanent employment position - we will charge an additional payment, which is a pro-rata calculation of the increased amount over the remaining months within the first 12 month period.

You will have 14 days from receipt to pay our invoice.

### **When our Fee is payable**

We will consider that you have entered into a contract with a Professional through the Service, and that fee is therefore payable by you to us, if you or any of your affiliates enter into an agreement with a Professional (whether for contractors, permanent employees or otherwise and:

the Professional has an account with us at the time they enter into the agreement with you or any of your affiliates, or had an account with us at any time in the 6 months prior to entering into an agreement with you or your affiliates; and

you have access to the Professional's information via our Service at the time the Professional enters into an agreement with you or at any time in the 6 months prior to entering into an agreement with you,

unless you can prove with documentary evidence that you have not entered into a contract with the Professional as a result of using the Service.

We will also consider that you have entered into a contract with a Professional through the Service, and that commission is payable by you to us, if:

you originally entered into an agreement with a Professional through our Service in one of the ways described in clause 10.1 above; and

either:

the Professional is already engaged to do work or perform services for you on the date they enter into the new agreement; or

an agreement between you and the Professional for the provision of work or performance of services expired or was terminated within 12 months of the date on which the Professional enters into a new agreement with you.

### **Disputes and terminating an engagement**

If you wish to terminate your engagement of a Professional, you will need to inform the Professional directly and ensure that you do so in accordance with your agreement and applicable law. Because the agreement is a direct relationship between you and the Professional, we cannot get involved in any disputes and cannot terminate the relationship on either your or the Professional's behalf.

The monthly payments to Juggle will stop when the engagement with the professional is terminated and Juggle is notified; there is no rebate from Juggle for the time that the professional has already worked in the business.

### **Your right to use the Service**

The materials and content comprising the Service (excluding User Content) belong to us or our third party licensors and we give you permission to use these materials and content for the sole purpose of using the Service in accordance with these Terms of Service.

The right to use the Service is limited to you and neither this right nor your Account can be transferred, sold or gifted to another person. This right to use the Service does not stop us from giving other people the right to use the Service.

Other than as allowed in these Terms of Service you are not given a right to use the "Juggle" name, or any of the "Juggle" trademarks, logos, domain names and other distinctive brand features.

Unless allowed by these Terms of Service and as permitted by the functionality of the Service,

you must not:

copy our website or any portion of our Service;

give or sell or otherwise make available our website or any portion of our Service to anybody else;

change our website or our Service in any way;

look for or access the code of our website or our Service that we have not expressly published publicly for general use.

You have no rights in or to our website or any portion of the Service other than the right to use them in accordance with these Terms of Service.

### **Your content**

You confirm that any images, text or information that you make available or create ("**User Content**") whilst using the Service will meet the Rules of Acceptable Use.

We do not claim ownership of your User Content. Instead, you grant us a worldwide, non-exclusive, royalty-free licence to use, copy, reproduce and make available the User Content anywhere and in any form for the purposes of providing our Service (including allowing our users and Professionals to view and use User Content).

To the extent applicable, our right to use User Content does not in any way affect your privacy rights or those of your Authorised Users and we will only use information that identifies you or your Authorised Users as set out in our Privacy Policy.

We do not check or moderate any User Content before it is added to the Service by users. We may later check, moderate, reject, refuse or delete any User Content if anybody objects to it, or we think that it breaks any of the Rules of Acceptable Use.

### **Rules of Acceptable Use**

In addition to the other requirements within these Terms of Service, this section describes specific rules that apply to your use of the Service (the "**Rules of Acceptable Use**").

When using the Service you must not:

approach any Professional in respect of a position listed through our Service otherwise than through Service;

circumvent, disable or otherwise interfere with any security related features of the Service or features that prevent or restrict use or copying of the content accessible via the Service;

give any false or misleading information or permit another person (other than Authorised Users) to use the Service under your name;

use the Service if we have suspended or banned you from using it;

send junk, spam or repetitive messages, engage in any illegal or unlawful conduct, modify, interfere, intercept, disrupt or hack the Service or collect any data from the Service other than in accordance with these Terms of Service;

misuse the Service by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the Service or any user of the Service's own equipment;

submit or contribute any content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive or submit or contribute any User Content without the permission of the content owner or otherwise infringe the copyright, trademark or other rights of third parties; or

use any User Content in violation of any licensing terms specified by the owner or submit or contribute any information or commentary about another person without that person's permission.

Failure to comply with the Rules of Acceptable Use constitutes a serious breach of these Terms of Service, and may result in our taking all or any of the following actions (with or without notice):

immediate, temporary or permanent withdrawal of your right to use our Service;

immediate, temporary or permanent removal of your User Content;

issuing of a warning to you;

legal action against you, including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described in clause 14.3 are not limited, and we may take any other action we reasonably deem appropriate.

### **Notice and takedown policy**

Any person may contact us by sending us an "**Infringement Notice**" if any content available through our Service infringes their rights or fails to comply with our Rules of Acceptable Use. The Infringement Notice should be sent either by post to Juggle, Wesley Cooper Ltrd, Parker House, 44 Stafford Road, Wallington, Surrey, England, SM6 9AA or by email to [support@jugglejobs.co.uk](mailto:support@jugglejobs.co.uk). Please provide the information described below in the Infringement

Notice:

your name and contact details;

a statement explaining in sufficient detail why you consider that the content available through our Service infringes your rights or fails to comply with our Rules of Acceptable Use; and

a link to or such other means of identifying the problematic content.

We will take the action that we believe is appropriate depending on the nature of the Infringement Notice and will aim to respond to you within a reasonable period of time on the action we propose to take.

### **Payment**

[When creating an Account, you will be required to provide us with valid, up-to-date and complete credit or debit card details, and you hereby authorise us to charge such credit or debit card for the commission and any other fees payable to us.

If we are unsuccessful in charging the credit or debit card and have still not received payment within 14 days after informing you, and without affecting any other rights and remedies available to us we may, without responsibility to you, suspend or temporarily disable all or part of your access to the Service and we shall be under no obligation to provide any or all of the Service while the commission and any other fees concerned remain unpaid.

All amounts stated or referred to in these Terms of Service:

are payable in the currency you select;

are exclusive of value added tax (if applicable) unless otherwise expressly stated which shall be paid at the same time as payment of the commission and fees. We shall send you a VAT invoice in respect of any amount paid to us if you request us to do so.]

### **Advertisements on the Service**

We and our selected business partners may provide advertising through the Service or by other methods such as email. This advertising may be based on your User Content or other information available through the Service. When delivering advertising we will only use your information, or that of your Authorised Users, as set out in our Privacy Policy

### **Ending our relationship**

If at any time you do not feel that you can agree to these Terms of Service or any changes made to the Terms of Service or the Service, you must immediately stop using the Service.

If you wish to stop using the Service, please follow the instructions for deactivating the Account in



the settings feature of our Service.

If you fail to pay any sum due to us and such sum remains outstanding for a further fourteen (14) days following notice requiring such sum to be paid we may cancel your Account immediately by notice and without responsibility to you.

We may immediately end your use of the Service if you or they break the Rules of Acceptable Use, any other important rule(s), or terms and conditions we set for accessing and using the Service including these Terms of Service.

We may also withdraw the Service as long as we give reasonable notice that we plan to do this so that you have a reasonable period of time to download any of your User Content.

If you or we end your use of the Service or we withdraw the Service as described in this section, we may delete or modify any User Content, account or any other information we hold about you. You will also lose any rights you have to use the Service or access our content or User Content. We will not offer you compensation for any losses.

The termination of your use of the Service and the cancellation of the Account shall not affect any of your obligations to pay any sums due to us.

#### **Our liability/responsibility to you**

Our Service makes available third party content such as User Content and content from Professionals. As we do not produce such third party content, we cannot be responsible for it in any way.

We will use reasonable efforts to:

provide the Additional Services with reasonable skill and care; and

ensure that the Service is reasonably available during normal business hours.

Unfortunately, due to the nature of the Internet and technology, the Service (save as set out in clause 19.1 above) is provided on an "as available" and "as is" basis. This means that we are unable to promise that your use of the Service will be uninterrupted, without delays, error-free or meet expectations and we do not give any commitment relating to the performance or availability of the Service in these Terms of Service and, to the extent we are able to do so, we exclude any commitments that may be implied by law.

In the event of a claim arising out of the provision of our Service, our responsibility to you will never be more than the amount you have paid us in the 12 months prior to the claim arising and, in the event that you have not paid us any money, we shall have no responsibility whatsoever to you.

In every case, we will never be responsible for any loss or damage that is not reasonably foreseeable.

### **Resolving disputes**

If you have a dispute with us relating to the Service, in the first instance please contact us at [support@jugglejobs.co.uk](mailto:support@jugglejobs.co.uk) and attempt to resolve the dispute with us informally.

In the unlikely event that Juggle has not been able to resolve a dispute informally, we will discuss and agree with you the most effective way of resolving our dispute.

### **Changes to the Service**

We are constantly updating and improving the Service to try and find ways to provide you with new and innovative features and services. Improvements and updates are also made to reflect changing technologies, tastes, behaviours and the way people use the Internet and our Service.

In order to do this, we may need to update, reset, stop offering and/or supporting a particular part of the Service, or feature relating to the Service ("**changes to the Service**"). These changes to the Service may affect your past activities on the Service, features that you use and your User Content ("**Service elements**"). Any changes to the Service could involve Service elements being deleted or reset.

You agree that a key characteristic of our Service is that changes to the Service will take place over time and this is an important basis on which we grant you access to the Service. Once we have made changes to the Service, your continued use of the Service will show that you have accepted any changes to the Service. You are always free to stop using the Service or deactivate your Account in the settings feature of the Service.

We will try, where possible and reasonable, to contact you to let you know about any significant changes to the Service.

### **Changes to the documents**

We may revise these Terms of Service from time to time but the most current version will always be at [www.jugglejobs.co.uk/termsandconditions](http://www.jugglejobs.co.uk/termsandconditions).

Changes will usually occur because of new features being added to the Service, changes in the law or where we need to clarify our position on something.

We will try, where possible and reasonable, to contact you to let you know about any significant changes to any of the documents referred to in these Terms of Service. We may contact you through the Service (for example by asking you to accept the changes before you continue to use the Service) or via a separate email. Where an Authorised User accepts changes to these Terms of Service by continuing to use the Service on your behalf, we will assume that their

continued use of the Service means that you agree to the revised Terms of Service and that the Authorised User has sufficient authority to make that decision and your agreement to the revised Terms of Service.

Normally, we will try to give you some warning before the new terms become effective. However, sometimes changes will need to be made immediately and if this happens we will not give you any notice.

### **Documents that apply to our relationship with you**

The current version of the Terms of Service contains the only terms and conditions that apply to our relationship with you. Older versions of the Terms of Service will no longer apply to our relationship and will be completely replaced by the current version.

We intend to rely on these Terms of Service as setting out the written terms of our agreement with you for the provision of the Service. If part of the Terms of Service cannot be enforced then the remainder of the Terms of Service will still apply to our relationship.

If you do not comply with these Terms of Service and we do not take action immediately, this does not mean we have given up any right we have and we may still take action in the future.

### **Law**

English law will apply to all disputes and the interpretation of these Terms of Service. The English courts will have non-exclusive jurisdiction over any dispute arising from or related to your use of the Service.

### **Contact, feedback and complaints**

If you need to contact us in relation to these Terms of Service or any other document mentioned in them, please email us at [support@jugglejobs.co.uk](mailto:support@jugglejobs.co.uk).

We value hearing from our users, and are always interested in learning about ways we can improve the Service. By providing your feedback you agree that you are giving up any rights you have in your feedback so that we may use and allow others to use it without any restriction and without any payment to you.

## JUGGLE JOBS JOBSEEKER AGREEMENT

### 1. Introduction

- 1.1 The Service is provided to individual workers or, where a company or other legal entity is providing a worker, that company (a "**worker**") for the purposes of finding part time or full time work with an individual, company or organisation operating a business (a "**Business**").
- 1.2 This Jobseeker Agreement ("**Jobseeker Agreement**") sets out what Juggle Jobs will do to assist you ("**you**" or "**your**") with finding work, what we will do during your engagement with a Business and how and when we charge our commission. For general terms relating to your use of our Service, please refer to our Candidate Terms of Service (available here: <https://www.juggle.jobs/terms>).
- 1.3 Unless otherwise defined in this agreement, and unless the context otherwise requires, terms defined in our Candidate Terms of Service have the same meaning when used in this agreement.

### 2. Appointment

You hereby appoint Juggle Jobs to search for job opportunities and recommend job opportunities to you.

### 3. Services

#### 3.1 General

To help you find work, Juggle Jobs will:

- (a) allow you and Businesses to access the Service;
- (b) conduct any pre-screening, verification or interview as agreed between you and a Business and in accordance with our Candidate Terms of Service; and
- (c) conduct any pre-screening or other verification of Businesses that offer job opportunities through our Service as set out in our Business Terms of Service.

#### 3.2 Engagement

We will ask Businesses to provide you with outline terms of engagement which will include your expected working hours, responsibilities, pay and period of engagement.

We will not, however, conduct or engage in any negotiations on your behalf with respect to these terms and you must agree a contract with the Business to reflect any terms you agree. Your agreement with the Business will be between you and that Business only and you are responsible for ensuring you meet your agreement.

### 3.3 Remuneration

We will make available to you and the Business that engages you, through the Service, a functionality for submitting and verifying timesheets (either through electronic signature or otherwise) or any other details or communications between you and the Business in respect of your engagement and / or your remuneration.

Any payments made by the Business that engages you will be made to you directly and we will not receive or hold any money on your behalf.

### 3.4 Tax

We are not responsible for calculating or paying any income tax due on any payments you receive from a Business.

If you are an individual, this responsibility is with the Business that engages you; if you are a company or other legal entity, you will be responsible for submitting the relevant returns and paying any tax due.

## 4. **Fees**

4.1 We will not charge you a fee for using the Service. However, if you find work through our Service, we will charge the Business that engages you a commission on the amount that Business pays you as set out in clauses 4.2 and 4.3.

4.2 In respect of any engagement where you are paid an hourly or daily rate ("**temporary work**") we will charge the Business that engages you a 15% commission on the hourly or daily rate that the Business pays you. We will submit invoices to the Business in respect of this amount on the basis of the information you supply to us and the Business in your timesheets.

4.3 If a Business makes an offer to you of employment where you are paid an annual salary ("**permanent employment**"), we will charge that Business a one-off 15% commission on your gross annual salary.

4.4 For the purposes of this Jobseeker Agreement, you agree that you will have "**found work through our Service**", and we will therefore be entitled to commission payable by the Business that engages you, if you enter into an agreement with a Business (whether for temporary work, permanent employment or otherwise) and any of the following applies:

- (a) you have an Account with us at the time you enter into that agreement, or you had an Account at any time in the 6 months prior to you entering into that agreement; and
- (b) the Business with which you enter into an agreement has access to your information via our Service at the time you enter into that agreement or at any time in the 6 months prior to you entering into the agreement with that Business.

4.5 We will also consider that you have found work through our Service (and we will therefore be entitled to commission payable by the Business that engages you) if:

(a) you originally found work through our Service in one of the ways described in clause 4.4; and

(b) either:

(i) you are already engaged by that Business on the date you enter into the new agreement with the same Business; or

(ii) an agreement for the provision of work or services between you and that Business ended within 12 months of the date on which you enter into a new agreement with the same Business.

4.6 You agree not to solicit offers for work from Businesses otherwise than through the Service.

4.7 We may also charge you in respect of any Additional Services that you choose to use. Please refer to our Candidate Terms of Service for more details.

## 5. Referral Fees

If you refer a worker to us, and that worker successfully finds work through our Service, we will pay you 50% of any amounts we receive from the Business that engages that worker in respect of the worker's first assignment.

## 6. Term and termination

6.1 This Jobseeker Agreement will continue until terminated by either you or us by you giving us at least 2 weeks' notice in writing to [support@jugglejobs.co.uk](mailto:support@jugglejobs.co.uk), or by us giving you at least 2 weeks' notice in writing to the email address you provided when you created your Account.

6.2 We may terminate this Jobseeker Agreement without notice to you if you breach in any important way any of the provisions or warranties in this Jobseeker Agreement.

6.3 This agreement will terminate automatically if we or you cancel your Account in accordance with our Candidate Terms of Service.

6.4 Any termination of this agreement does not affect any responsibility you may have to us, including any obligation you may have to pay us any sums due to us under this agreement, the Candidate Terms of Service, or for any other reason.

## 7. Warranties

7.1 Our Service is offered in respect of work opportunities relating to legal, accountancy, recruitment and management consultancy. By continuing to use the Service, you warrant that:

- (a) all information you provide to us using our Service is accurate and not misleading;
- (b) you have (or, where a company or other legal entity is providing a worker, the worker has) the necessary experience, training, qualifications or authorisation to work in the position you are applying for, including (as applicable) all necessary qualifications for work as a qualified lawyer, accountant, management consultant or headhunter;
- (c) you have (or, where a company or other legal entity is providing a worker, the worker has) the right to live and work in the United Kingdom;
- (d) you do not (or, where a company or other legal entity is providing a worker, the worker does not) have any unspent criminal convictions; and
- (e) you have disclosed to us any other matter that may reasonably be considered material for the purposes of your engagement with a Business for the provision of work or services.

7.2 Businesses have the opportunity to post content, including descriptions of any roles, directly on our Service. As such, while we will take all reasonable steps to verify the identity of Businesses and the nature of their business, we cannot guarantee the accuracy of any role description, schedule or other information provided by Businesses or any other third party.