



FlexStaff Limited
Flat 173, Uncle Wembley
3 Park Lane, Wembley, London HA9 7FN
Registered No. 17125344
hello@flexstaff.co.uk

WEBSITE AND APPLICATION TERMS AND CONDITIONS

Version 1.2 | Effective: April 2026

By accessing or using the FlexStaff website (flexstaff.co.uk) or FlexStaff mobile application, you confirm that you have read, understood, and agreed to these Terms and Conditions. If you do not agree, please do not use the Platform. These Terms apply in addition to any Service Terms that govern the supply of workers or the engagement of Agency Workers.

A1 THE FLEXSTAFF PLATFORM: INTRODUCTION

FlexStaff Limited ("FlexStaff," "we," "us," "our") owns and operates the website at flexstaff.co.uk and the FlexStaff mobile application (the "Application"). Together, the website and Application are referred to as the "Platform". We use the Platform to bring together Agency Workers ("Workers") and client companies ("Businesses" or "Hirers") in relation to temporary work assignments. The matching of Workers with Businesses is largely facilitated through our automated matching system.

FlexStaff is registered in England and Wales under company number 17125344. Our registered address is 6th Floor, Uncle Wembley, 3 Park Lane, Wembley, London, HA9 7FN.

The use of the Platform is free for Workers and Businesses.

A2 OTHER APPLICABLE TERMS

A2.1 Privacy Policy

Our Privacy Policy explains how we collect, use, share, and protect your personal data when you use the Platform. By using the Platform, you acknowledge our Privacy Policy and warrant that all data you provide to us is accurate. Our Privacy Policy is available at flexstaff.co.uk/privacy.

A2.2 Cookie Policy

Our Cookie Policy (contained within our Privacy Policy) explains the cookies and similar tracking technologies we use. You can manage your cookie preferences via our Cookie Preferences tool. By using the Platform, you confirm your acceptance of our Cookie Policy and agree that we may use cookies in accordance with it.

A2.3 Service Terms

The following additional terms also apply to the provision of our services, where relevant:

- Terms of Engagement for Agency Workers: applies to individuals registered as Workers on the Platform
- Terms of Business for Client Companies: applies to businesses registered as Hirers on the Platform
- Workforce Planning Terms and Conditions for Internal Workers: applies where a business uses the Platform to manage its own internal workforce
- Worker Code of Conduct: applies to all Agency Workers

Together, these are the "Service Terms." In the event of any inconsistency between these Website and App Terms and the Service Terms, the Service Terms shall prevail.

A3 WHO CAN USE THE PLATFORM

A3.1 General eligibility

The Platform is intended for use by:

- Natural persons, legal entities, partnerships and corporate bodies with a registered office or place of residence in the United Kingdom
- Persons who are not subject to any legal order or sanction that prohibits use of the Platform

If you do not meet these requirements, please do not use the Platform. We reserve the right to refuse or block access to the Platform for any user who does not meet these requirements.

A3.2 Workers

A user who registers as a Worker is responsible for holding the necessary documents, permits, and right-to-work status required to work lawfully in the United Kingdom. FlexStaff will carry out right-to-work checks before any Worker is introduced to a Hirer. If we determine that a Worker does not have the right to work in the UK, access to the Platform may be suspended or terminated.

A3.3 Hirers (Businesses)

A user who registers as a Hirer must have a registered office or principal place of business in the United Kingdom. By registering as a Hirer, you confirm that:

- Your business complies with all applicable employment, data protection, health and safety, and other laws
 - You hold all necessary licenses and permits required to operate your business
 - You will use the Platform and engage Workers in compliance with all applicable legal requirements, including the Agency Workers Regulations 2010 and the Employment (Allocation of Tips) Act 2023
 - You will indemnify FlexStaff and hold it harmless from any losses, claims, penalties or costs arising from your acts or omissions (including those of your representatives and employees) in connection with your use of the Platform or engagement of Workers
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A4 ACCESS TO THE PLATFORM

A4.1 Availability

We do not guarantee that the Platform will always be available or free from interruption. We may suspend, withdraw, discontinue, or change all or any part of the Platform at any time. Where we plan to carry out scheduled maintenance that will affect your use of the Platform, we will endeavour to give reasonable advance notice. We will not be liable for any loss arising from the Platform being unavailable, except where this results from our negligence or willful misconduct.

A4.2 Lawful use

You may use the Platform only for lawful purposes. You must not use the Platform:

- (a) In any way that breaches these Terms, any applicable law or regulation, or any applicable code of conduct or professional standard;
- (b) To send, knowingly receive, upload, download, use or re-use any material that does not comply with these Terms;
- (c) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material (spam), chain letters or similar communications;
- (d) To impersonate another person, create a false or misleading identity, or collect information about other users without their consent;
- (e) In any way that interferes with, damages, disables, overburdens or impairs the Platform or the enjoyment of other users;
- (f) To attempt to gain unauthorised access to any part of the Platform, its servers, or any database or system connected to the Platform;
- (g) To use any automated tool, bot, scraper or similar technology to extract data from the Platform without our express written consent;
- (h) To introduce any malicious code, virus, Trojan horse or other harmful software or material; or
- (i) In connection with any criminal activity or for any purpose that could expose FlexStaff or its users to legal liability.

A4.3 Your responsibilities

You are responsible for making all arrangements necessary to access the Platform, including maintaining your own internet connection and keeping your devices and software up to date. We recommend using the latest version of your browser and operating system and maintaining up-to-date anti-virus software.

A5 REGISTRATION AND ACCOUNTS

A5.1 To use FlexStaff's services, you must register on the Platform. You must provide all required registration information and warrant that such information is true, correct, complete, and up-to-date. We reserve the right to carry out verification checks.

A5.2 You will be issued login credentials (username and password or equivalent authentication method). You must keep these confidential and must not share them with any third party. You are responsible for all activity carried out through your account.

A5.3 If you know or suspect that your account has been compromised, you must notify us immediately at hello@flexstaff.co.uk. We will suspend your account and assist you in regaining control.

A5.4 FlexStaff accepts no liability for any loss or damage arising from your failure to keep your login credentials secure. Any damage resulting from third-party knowledge of your credentials is your sole responsibility.

A5.5 Registered users may participate in our referral scheme. Where you opt in, you will receive a unique referral link. The terms governing the referral scheme are available separately.

A6 SUSPENSION AND TERMINATION OF ACCESS

A6.1 FlexStaff may suspend or terminate your access to the Platform if:

- You have provided incorrect, inaccurate or misleading information during registration or subsequently;
- You have failed to respond to a request from our system for information or documents within the specified period (or, if no period is specified, within 3 working days) after two reminders have been sent;
- You have materially breached these Terms or the applicable Service Terms;
- Your continued use of the Platform poses a legal, regulatory, reputational or safety risk to FlexStaff or other users; or
- We are required to do so by law or by a competent authority.

A6.2 Where reasonably practicable, FlexStaff will give you notice of an intention to suspend or terminate your access and provide you with an opportunity to respond, unless:

- Immediate action is required to protect users or the Platform;
- We are prevented from notifying you by law; or
- The reason for suspension relates to fraud or serious misrepresentation.

A6.3 If we suspend or terminate your access, we will tell you the reason, except where we are prevented from doing so by law. For Workers, the process set out in clause 10 of the Worker Terms of Engagement will apply before permanent termination of Platform access (except in emergency situations).

A6.4 Termination of your access will end any contractual relationship between you and FlexStaff with immediate effect, subject to any accrued rights and obligations. FlexStaff accepts no liability for losses caused by suspension or termination where it was entitled to take such action under these Terms.

Note: Coople's equivalent clause (A6) states that FlexStaff can block access 'without giving any reasons' and that 'our decision is final'. FlexStaff takes a fairer approach; we will always give a reason and, except in emergency situations, an opportunity to respond.

A7 UPLOADING CONTENT AND COMMUNICATING WITH OTHER USERS

A7.1 Content standards

The following standards (the "Standards") apply whenever you upload content to the Platform or communicate with another user via the Platform:

Your content and communications must:

- Be accurate where they state facts
- Be genuinely held where they state opinions
- Comply with all applicable local, national and international law and regulation

Your content and communications must not:

- Contain any material that is defamatory, threatening, abusive, harassing, offensive, hateful or inflammatory
- Promote sexually explicit material, violence or any illegal activity
- Promote discrimination based on age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, or sexual orientation
- Infringe any copyright, database right, trademark, or other intellectual property right
- Be likely to deceive any person or be made in breach of any legal duty owed to a third party
- Invade another person's privacy, cause annoyance, alarm, inconvenience or needless anxiety, or constitute harassment

- Be used to impersonate any person or misrepresent your identity or affiliation
- Give the impression that it originates from FlexStaff if that is not the case
- Contain, advocate, promote or assist any unlawful act, including computer misuse

Where communicating with other users, you must additionally not:

- Lie to, mislead or deceive other users
- Distribute unsolicited advertising, promotional material, spam or chain letters
- Contact other users for purposes unrelated to the specific employment opportunity under discussion
- Use another user's personal information (including their name, contact details or address) for any purpose other than that for which it was shared, or without their express consent

A7.2 Your content

By uploading content to the Platform, you warrant that your content complies with the Standards and you will indemnify FlexStaff for any breach of that warranty.

You retain ownership of content you upload. You grant FlexStaff a perpetual, worldwide, non-exclusive, royalty-free, transferable license to use, store, copy, and distribute that content for the purpose of providing the Platform's services, including sharing relevant Worker profile information with Hirers and Hirer job details with Workers.

Workers may preview what profile information will be visible to Hirers via their account settings. Hirers may view the information Workers have made available on the Platform.

FlexStaff is not responsible for the content or accuracy of material posted by users and does not endorse the views expressed by users. We reserve the right to remove any content that, in our reasonable opinion, does not comply with the Standards.

You may not disclose another user's personal information to any third party except as strictly required for the purpose of evaluating that user for employment, and subject to equivalent duties of confidence.

We may disclose your identity to a third party who claims that content you uploaded infringes their intellectual property rights or right to privacy.

A8 INTELLECTUAL PROPERTY RIGHTS

A8.1 Our intellectual property

Unless expressly stated otherwise, all intellectual property rights in the Platform, including its design, software, features, functionality, content, images, and documentation, belong to FlexStaff or our licensors. Nothing in these Terms grants you any rights in or to those intellectual property rights.

You may not copy, reproduce, crawl, frame, republish, download, print, post, distribute, transmit, broadcast, record, modify, or share any content from the Platform without our express prior written consent.

A8.2 Trademark

"FlexStaff" and the FlexStaff logo are trademarks of FlexStaff Limited. You may not use our name, logo, or brand without our prior written consent. Links to the Platform must not suggest any form of association, approval, or endorsement on our part unless expressly authorized.

A8.3 Linking to the Platform

You may link to the Platform provided you do so in a fair and lawful manner that does not damage our reputation or take advantage of it. You must not frame any part of the Platform on another site or suggest any form of association, approval, or endorsement on our part where none exists. We reserve the right to withdraw linking permission at any time.

A9 DISCLAIMERS AND LIABILITY

A9.1 Nothing in these Terms limits or excludes our liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited by English law.

A9.2 Subject to clause A9.1, to the extent permitted by law, we exclude all implied conditions, warranties, and representations that may apply to the Platform or any content on it.

A9.3 Subject to clause A9.1, we will not be liable to you for any loss or damage arising out of or in connection with your use of the Platform, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including:

- Loss of profits, revenue, business, goodwill, anticipated savings or contracts
- Loss or corruption of data
- Indirect or consequential loss or damage of any kind

A9.4 Subject to clauses A9.1 and A9.3, our total liability to you arising from these Terms in connection with your use of the Platform shall not exceed £1,500.

A9.5 We are not liable for any loss or damage caused by viruses, denial-of-service attacks, or other harmful components introduced as a result of your use of the Platform. You are responsible for ensuring your own devices and systems are adequately protected.

A9.6 From time to time, we may promote offers or services from selected third-party partners via the Platform. Any such offers are subject to the partner's own terms and conditions, and we accept no liability for the content of, or your use of, any such offers.

A10 LINKS AND REFERENCES

A10.1 Links to third-party websites

The Platform may contain links to third-party websites. We have no control over the content of those websites and are not responsible for their content, privacy practices, or any damage that may result from your use of them. Accessing third-party sites is at your own risk. We encourage you to review the privacy policies of any third-party sites you visit.

A10.2 Third-party app store terms

If you download the FlexStaff mobile application from a third-party app store (such as the Apple App Store or Google Play Store), the terms and conditions of that app store will also apply to your download and use of the Application. In the event of any conflict between those terms and these Terms, these Terms shall prevail to the extent permitted.

A11 GENERAL

A11.1 Changes to these Terms

We may update these Terms from time to time. When we make material changes:

- We will publish the updated Terms on the Platform with a new effective date
- We will notify registered users by email or via in-app notification
- For material changes that affect your rights, we will give at least 10 days' notice before the changes take effect

If you do not wish to accept updated Terms, you may close your account and stop using the Platform before the new Terms take effect. Continued use of the Platform after the effective date constitutes acceptance of the updated Terms. If you object to a proposed change within the notice period, FlexStaff will consider your objection. If we cannot reach an agreement, you may close your account and stop using the Platform without penalty.

A11.2 Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable for any reason, that provision shall be deemed severed from the remaining Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

A11.3 Inconsistency between Terms

In the event of any inconsistency between these Terms and any applicable Service Terms (Worker Terms of Engagement, Terms of Business, Workforce Planning Terms), the Service Terms shall prevail.

A11.4 Entire agreement

These Terms (together with the applicable Service Terms and Privacy Policy) constitute the entire agreement between you and FlexStaff in respect of your use of the Platform and supersede all previous agreements, representations, and understandings.

A11.5 Waiver

No failure or delay by FlexStaff in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy. A waiver of any breach does not constitute a waiver of any subsequent breach.

A11.6 Third-party rights

These Terms are not intended to create rights enforceable by third parties. The operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

A11.7 Governing law and jurisdiction

These Terms are governed by the law of England and Wales. Any dispute arising from or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

QUICK REFERENCE SUMMARY

For ease of reference, the documents that together govern your use of the FlexStaff Platform are:

Document	Who it applies to
Website & App Terms (this document)	All users: Workers, Businesses, Internal Workers
Privacy Policy	All users
Terms of Engagement for Agency Workers	Workers only
Worker Code of Conduct	Workers only

Terms of Business for Client Companies	Client Businesses / Hirers only
Workforce Planning Terms	Internal Workers (where WFP feature is used)

All of the above documents are available at flexstaff.co.uk/legal. If you have any questions about these Terms or your use of the Platform, please contact us at hello@flexstaff.co.uk.