



FlexStaff Limited
 Flat 173, Uncle Wembley
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 Registered No. 17125344
 hello@flexstaff.co.uk

TERMS OF ENGAGEMENT FOR AGENCY WORKERS WITH FLEXSTAFF LIMITED

Version 1.2 | Effective: April 2026

IMPORTANT: Please read these Terms carefully before registering with FlexStaff. By creating an account, logging in to the FlexStaff Application, or accepting an Assignment, you confirm that you have read, understood, and agreed to be bound by these Terms. A copy of the Key Information Document (as required by Regulation 13A of the Conduct of Employment Agencies and Employment Businesses Regulations 2003) will be provided to you before you agree to these Terms.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following definitions apply:

"Actual Rate of Pay"	Unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour), weekly in arrears, subject to Deductions, as set out in the relevant Assignment Details Form.
"Actual QP Rate of Pay"	The rate of pay which will be paid to the Agency Worker upon completing the Qualifying Period, for each hour worked during an Assignment (to the nearest quarter hour), weekly in arrears, subject to Deductions, as set out in any variation to the relevant Assignment Details Form.
"Agreed Deductions"	Any deductions from pay which the Agency Worker has expressly agreed in writing may be made.
"Agency Worker" / "Worker"	The individual who agrees to these Terms and is accordingly supplied by FlexStaff to provide services to a Hirer. In the FlexStaff Application, referred to as a "Worker".
"Application"	The FlexStaff web and mobile platform operated at flexstaff.co.uk and via the respective iOS and Android applications, as developed, owned, and operated by FlexStaff.
"Assignment"	A period during which the Agency Worker is supplied by FlexStaff to work temporarily for and under the supervision and direction of a Hirer. The Application refers to an Assignment as a "Shift" or "Job".
"Assignment Details Form"	Written electronic confirmation of the details of an Assignment provided to the Agency Worker via the Application upon acceptance of each

	Assignment, setting out the information required by the Conduct Regulations.
"AWR"	The Agency Workers Regulations 2010.
"Calendar Week"	Any week commencing on Monday and ending on the immediately following Sunday.
"Conduct Regulations"	The Conduct of Employment Agencies and Employment Businesses Regulations 2003.
"Confidential Information"	Any and all confidential commercial, financial, marketing, technical, or other information or data of whatever nature relating to the Hirer or FlexStaff 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 orally, in writing, or by any other means, whether before or after the date of these Terms.
"Control"	(a) The legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital; or (b) the power to direct or cause the direction of the affairs and/or general management of the entity in question, whether through voting capital, contract, or otherwise. "Controls" and "Controlled" shall be construed accordingly.
"Data Protection Laws"	UK GDPR, as retained in UK law by the European Union (Withdrawal) Act 2018, the Data Protection Act 2018, and all related legislation and regulations as amended from time to time.
"Dedicated Worker"	An Agency Worker who has accepted a request from, or on behalf of, a Hirer or multiple Hirers to activate Dedicated Worker status via the Application, and who remains a Dedicated Worker for at least one Hirer at the relevant time.
"Deductions"	Deductions which FlexStaff is required by law to make, including PAYE income tax pursuant to sections 44–47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions.
"Employment Business"	FlexStaff Limited (registered in England and Wales, Registered No. 17125344) of 6th Floor, Uncle Wembley, 3 Park Lane, Wembley, London, HA9 7FN. References to "FlexStaff," "we," "us," or "our" in these Terms mean the Employment Business.
"Emoluments"	Any pay in addition to the Actual QP Rate of Pay (but excluding any Tips Allocation).
"Engagement"	The engagement, employment, or use of the Agency Worker by a Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services or through any other arrangement. "Engage", "Engages" and "Engaged" shall be construed accordingly.
"First Assignment"	(a) The relevant Assignment; or (b) if, prior to the relevant Assignment: (i) the Agency Worker has worked in any assignment in the same role with the relevant Hirer; and (ii) the relevant Qualifying Period commenced in any such prior assignment, then that prior assignment.
"Hirer" / "Business"	The person, firm, or corporate body together with any subsidiary or associated entity to whom the Agency Worker is supplied or introduced. Referred to as "Business" in the Application. Neither the Hirer nor

	FlexStaff will "employ" Agency Workers. During Assignments, the Agency Worker is engaged by FlexStaff as a worker on a contract for services.
"Hirer's Group"	Any entity which Controls the Hirer, is Controlled by the Hirer, or is under common Control with the Hirer, including any holding company or subsidiary as defined in section 1159 of the Companies Act 2006.
"Holiday Pay Rate"	12.07% of the base hourly rate, representing the Worker's statutory holiday entitlement of 5.6 weeks under the Working Time Regulations 1998, paid as it accrues on a weekly basis.
"Hourly Rate"	The rate at or above the applicable National Minimum Wage or National Living Wage applicable to the Agency Worker from time to time, being the minimum gross rate of pay (before Deductions) that FlexStaff reasonably expects to achieve for all hours worked.
"Key Information Document"	The document provided to the Agency Worker before these Terms are agreed, as required by Regulation 13A of the Conduct Regulations, setting out the key terms of the engagement.
"Leave Year"	The period commencing on 1 January each year and running until 31 December of the same year.
"Period of Extended Hire"	An additional period that a 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"	12 continuous Calendar Weeks during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work in the same role, as further defined in Schedule 1.
"Relevant Period"	The later of: (a) 8 weeks commencing the day after the last day the Agency Worker worked for the Hirer via FlexStaff; or (b) 14 weeks from the first day of the most recent Assignment with that Hirer (or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks since any previous Assignment).
"Temporary Work Agency"	As defined in Schedule 1 to these Terms.
"Terms"	These Terms of Engagement (including all Schedules) together with any applicable Assignment Details Form and Key Information Document.
"Timesheet"	A record submitted by the Agency Worker via the Application showing the hours worked during an Assignment or part thereof.
"Tips Allocation"	The portion of tips, gratuities or service charges to which the Agency Worker is entitled in respect of an Assignment, as determined by the Hirer in accordance with the Employment (Allocation of Tips) Act 2023 and their tipping policy.
"Transfer Fee"	The fee payable by a Hirer to FlexStaff under clause 3.7, as permitted by Regulation 10 of the Conduct Regulations, where a Hirer wishes to directly Engage an Agency Worker.
"Working Week Limit"	An average of 48 hours per week calculated over a 17-week reference period, as provided by the WTR.
"WTR"	The Working Time Regulations 1998.

- 1.2 Unless the context otherwise requires, references to the singular include the plural and vice versa, and references to one gender include all genders.
 - 1.3 The headings in these Terms are for convenience only and do not affect their interpretation.
 - 1.4 Any reference to an enactment includes that enactment as amended, modified, extended, re-enacted, replaced, or applied from time to time, together with all subordinate legislation made under it.
 - 1.5 References to "writing" include email. Notices sent by the Application's messaging functions satisfy requirements to notify FlexStaff in writing for the purposes of clauses 4.3 and 4.4 only. For formal notices under clause 15, please follow the procedure set out in that clause.
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2. THE CONTRACT

- 2.1 These Terms constitute the entire agreement between FlexStaff and the Agency Worker for the supply of the Agency Worker's services to Hirers and govern all Assignments. These Terms are deemed to be accepted by the Agency Worker, and a binding contract on these Terms shall come into existence upon the earlier of: (i) the Agency Worker's registration with FlexStaff via the Application; (ii) the Agency Worker's log-in to and use of the Application; and/or (iii) the Agency Worker's acceptance of an Assignment. These Terms shall prevail over any other terms put forward by the Agency Worker.
 - 2.2 No contract exists between FlexStaff and the Agency Worker between Assignments. During an Assignment, the Agency Worker is engaged on a contract for services by FlexStaff. The Agency Worker is not an employee of FlexStaff, although FlexStaff is required to make Deductions. Nothing in these Terms gives the Agency Worker rights additional to those provided by statute, except where expressly stated.
 - 2.3 No variation or alteration to these Terms shall be valid unless agreed in writing between FlexStaff and the Agency Worker, with a copy of the varied terms made accessible to the Agency Worker stating the date on or after which such varied terms shall apply.
 - 2.4 FlexStaff acts as an employment business (as defined in section 13(3) of the Employment Agencies Act 1973) when introducing or supplying Agency Workers for Assignments with Hirers.
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3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

3.1 General

- 3.1.1 Subject to these Terms, FlexStaff will endeavour to obtain suitable Assignments for Agency Workers who express an interest via the Application. The Agency Worker is under no obligation to accept any Assignment offered.
- 3.1.2 Assignments are facilitated through the Application's automated matching system. FlexStaff provides Hirers with details of Workers who have expressed interest in an Assignment, from whom the Hirer shall select. FlexStaff is not involved in the Hirer's selection decisions and gives no warranty or guarantee that the Agency Worker will be selected for any Assignment.
- 3.1.3 Once a Worker activates Dedicated Worker status for a particular Hirer via the Application, they will primarily be notified of Assignments with that Hirer. A Worker may deactivate Dedicated Worker status at any time via the Application. A Hirer may also deactivate a Worker's Dedicated Worker status at any time, and the Worker will be notified. Workers who deactivate or lose Dedicated Worker status will continue to receive notifications of other suitable Assignments.
- 3.1.4 The Agency Worker warrants that:
 - (i) All data input into the Application will be true, accurate and not misleading.
 - (ii) They will respond to requests for data promptly and within any specified timeframes;

- (iii) They will only create "Job Profiles" on the Application if they have the required experience, training, qualifications and authorisations; and
- (iv) They will only apply for Assignments for which they have the required experience, training, qualifications, and any authorizations required by law or any professional body.

3.1.5 It is a condition of the Agency Worker's use of the Application that they agree (including for Data Protection purposes) that FlexStaff and the Application may use, and share with Hirers, data provided by the Agency Worker (including personal and sensitive personal data) to facilitate the matching process and to ensure that the Agency Worker is shown only Assignments that match their profile.

3.2 Eligibility to Work

3.2.1 FlexStaff will not introduce an Agency Worker to a Hirer until the Worker has: (i) provided all information and documentation required for identity, age, and eligibility-to-work checks; (ii) passed those checks to FlexStaff's satisfaction; and (iii) reached 18 years of age.

3.2.2 The Agency Worker acknowledges that temporary work means there may be periods when no suitable Assignments are available, and agrees that: (a) the suitability of work offered shall be determined by FlexStaff; and (b) FlexStaff shall not be liable if the Agency Worker is not offered Assignments.

3.3 Assignment Details Form

At the same time as each Assignment is offered to and accepted by the Agency Worker, FlexStaff shall provide by electronic means an Assignment Details Form confirming:

- 3.3.1** The identity of the Hirer and, if applicable, the nature of their business;
 - 3.3.2** The start date and the duration or likely duration of the Assignment;
 - 3.3.3** The type of work, location and hours required;
 - 3.3.4** The Actual Rate of Pay and any expenses payable;
 - 3.3.5** Any health and safety risks known to the Hirer and the steps taken to control them;
 - 3.3.6** The experience, training, qualifications and any authorisations required for the Assignment;
 - 3.3.7** Details of any entitlement to paid or unpaid leave (including maternity, paternity, adoption, parental, shared parental, compassionate, bereavement and public duties leave) in accordance with FlexStaff's Benefits Policy;
 - 3.3.8** Details of auto-enrolment into FlexStaff's occupational pension scheme under the Pensions Act 2008, where the Agency Worker is eligible; and
 - 3.3.9** Confirmation that the Agency Worker is not entitled to any benefits other than those expressly set out in these Terms.
- 3.3.10** Where the information in clause 3.3 is not provided at the time the Assignment is offered, it shall be provided within 3 Business Days, except where the Agency Worker is being offered an Assignment in the same role as a recent Assignment (within the previous 5 Business Days) and the details remain unchanged, in which case FlexStaff need only confirm the identity of the Hirer and the likely duration.

3.4 AWR: Qualifying Period

3.4.1 The Agency Worker shall notify FlexStaff as soon as possible before or during an Assignment of any weeks (with any Temporary Work Agency) they have previously worked in the same or a similar role with the relevant Hirer that may count toward the Qualifying Period, including all relevant details.

3.4.2 If the Agency Worker has completed the Qualifying Period on the start date of an Assignment, or completes it during an Assignment, and is entitled to any terms relating to working time, night work, rest periods, or rest breaks under the AWR that are more favourable than those under the WTR, such terms will be set out in the relevant Assignment Details Form.

3.5 Transfer to Permanent Employment

- 3.5.1** If, before or during an Assignment or within the Relevant Period, a Hirer wishes to directly Engage the Agency Worker (or introduces the Agency Worker to a third party who subsequently Engages them), FlexStaff is entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire. The details of both options are set out in Schedule 2.
- 3.5.2** The Agency Worker must notify FlexStaff immediately upon receiving any written or verbal offer of permanent or long-term employment from a Hirer, whether during or after the conclusion of any Assignment.

4. AGENCY WORKER'S OBLIGATIONS

4.1 General Conduct During Assignments

The Agency Worker is not obliged to accept any Assignment. However, if they do accept an Assignment, during every Assignment and afterwards, where appropriate, they will:

- 4.1.1** Co-operate fully with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
- 4.1.2** Devote their full time, attention and skill to the Assignment and perform those duties professionally, competently, faithfully, diligently, and to the highest ethical standards;
- 4.1.3** Observe any relevant rules and regulations of the Hirer's establishment (including normal working hours) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
- 4.1.4** Take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the Assignment, and comply with the Hirer's health and safety policies;
- 4.1.5** Not engage in any conduct detrimental to the interests of FlexStaff and/or the Hirer, including any conduct that could bring either into disrepute or result in loss of custom or business;
- 4.1.6** Not commit any act or omission constituting unlawful discrimination against or harassment of any person;
- 4.1.7** Not at any time divulge to any person, or use for their own benefit or that of any third party, any Confidential Information relating to the Hirer or FlexStaff; and
- 4.1.8** Take reasonable care of and, on completion of the Assignment or at any time when requested, return to the Hirer (or FlexStaff as appropriate) all Hirer property provided in connection with the Assignment, including equipment, materials, documents, swipe cards, ID cards, uniforms, and PPE.
- 4.1.9** If, before or during an Assignment, the Agency Worker becomes aware of any reason why they may not be suitable for the Assignment, they shall notify FlexStaff without delay.

4.2 Punctuality and Attendance

- 4.2.1** The Agency Worker must make every effort to arrive at the specified location at the start time set out in the Assignment Details Form.
- 4.2.2** If the Agency Worker will be late or unable to attend, they must notify both FlexStaff (via the Application) and the Hirer as soon as possible, and in any event within 30 minutes of the start time.
- 4.2.3** Where clause 4.2.2 applies, the Agency Worker must, within 48 hours of the scheduled start time, provide FlexStaff with a detailed written explanation and any supporting documentation reasonably required.
- 4.2.4** Failure to attend without reasonable cause, or failure to provide prior notification under clause 4.2.2 in circumstances where this was possible, will be treated as termination of the Assignment by the Agency Worker. A Strike may be recorded under clause 4.4.

4.3 Ratings

- 4.3.1** The Agency Worker agrees, at the end of each week of an Assignment (or within 48 hours of the end of a one-week or shorter Assignment), to provide a rating of the Hirer via the Application based on professionalism, safety standards, communication, punctuality, and facilities.
- 4.3.2** At the end of each Assignment the Hirer will provide a rating of the Agency Worker based on punctuality, professionalism, reliability, skills, and attitude (a "Worker Rating"). Hirers are required to warrant that each rating is true, accurate, and not misleading.
- 4.3.3** The Agency Worker will be informed of their Worker Rating. Prior to selecting an Agency Worker for an Assignment, Hirers may view the average of the Agency Worker's ratings and their previous 5 ratings.
- 4.3.4** If the Agency Worker receives a 1-star Worker Rating which they consider unjustified, they may dispute it in writing within 7 calendar days by submitting the reasons and any supporting evidence via the Application or by email to hello@flexstaff.co.uk. FlexStaff will acknowledge the dispute within 2 Business Days and complete its review within 14 calendar days, notifying the Agency Worker of the outcome in writing. If the Agency Worker disagrees with the outcome, they may appeal within 7 calendar days, and FlexStaff will respond to the appeal within 10 Business Days.
- 4.3.5** FlexStaff may, in its discretion, take account of Worker Ratings when offering Assignments. FlexStaff will not take adverse action against a Worker solely on the basis of a single 1-star rating without first following the process in clause 4.3.4.

4.4 Strike System

- 4.4.1** FlexStaff operates a Strike system to maintain the quality and reliability of service. A Strike may be recorded for:
- Failure to attend an Assignment without reasonable cause or adequate prior notice
 - Conduct during an Assignment which the Hirer reports as unsatisfactory, supported by evidence
 - Submission of a fraudulent or inaccurate Timesheet
 - Material breach of these Terms or the FlexStaff Code of Conduct
 - Providing false or misleading information to FlexStaff or a Hirer
- 4.4.2** Before recording a Strike, FlexStaff will: (a) notify the Agency Worker of the proposed Strike and the reason in writing; (b) give the Agency Worker 48 hours to provide their account of the matter; (c) consider all available evidence; and (d) notify the Agency Worker of the decision in writing.
- 4.4.3** The Agency Worker may appeal a Strike by submitting a written appeal with supporting evidence within 7 calendar days. FlexStaff will respond within 10 Business Days.
- 4.4.4** Accumulation of 3 Strikes within any rolling 12-month period may result in suspension of the Agency Worker's access to the Application. Before suspending, FlexStaff will consider the Agency Worker's overall record, the severity of the matters leading to each Strike, and any mitigating circumstances.
- 4.4.5** A Strike will be removed from an Agency Worker's record after they have successfully completed 6 Assignments with no further Strikes or complaints.
- 4.4.6** The Agency Worker acknowledges that any breach of clause 4.1, if determined by FlexStaff to be sufficiently serious, may result in immediate suspension pending investigation under clause 10.

4.5 Working Week Limit

- 4.5.1** The WTR provide that Agency Workers shall not work in excess of the Working Week Limit unless they have agreed in writing that the limit shall not apply. By accepting these Terms, the Agency Worker agrees that the Working Week Limit shall not apply to Assignments worked under these Terms.
- 4.5.2** The Agency Worker may withdraw this agreement at any time by giving FlexStaff one month's written notice. Such notice shall not terminate any ongoing Assignment. Upon expiry of the notice period, the Working Week Limit shall apply immediately.

5. TIMESHEETS AND WORKING TIME

- 5.1 The Agency Worker shall input their hours worked for each Shift via the Application's "Working Hours" section within 6 hours of the end of each Shift. The Hirer shall then be required to review and approve or query those hours.
- 5.2 Where the Agency Worker fails to submit their hours under clause 5.1, FlexStaff may permit the Hirer to input the hours on the Agency Worker's behalf.
- 5.3 Subject to clause 5.5, FlexStaff shall pay the Agency Worker for all hours properly worked regardless of whether FlexStaff has received payment from the Hirer for those hours.
- 5.4 FlexStaff shall investigate hours disputes promptly where:
 - 5.4.1 The Hirer does not approve the Agency Worker's submission under clause 5.1; or
 - 5.4.2 The Agency Worker disputes hours input by the Hirer under clause 5.2, provided that FlexStaff is notified in writing within 72 hours of the Agency Worker being notified of the Hirer's input, with reasons in sufficient detail to enable investigation.

The Agency Worker shall provide a copy of any Timesheet and any other information or documentation reasonably required. FlexStaff will complete its investigation and provide a written decision within 10 Business Days of receiving all relevant information. The Agency Worker may respond to any FlexStaff information request within 72 hours. FlexStaff shall make no payment for hours not properly worked.

- 5.5 Working time for WTR purposes comprises only time spent performing duties for the Hirer. Travel to the Hirer's premises (other than travel between two or more of the Hirer's premises), lunch breaks, and other rest breaks do not count as working time, subject to any variation in the Assignment Details Form.
- 5.6 Night work: The Agency Worker may be required to work night shifts as part of an Assignment. A night shift involves at least three hours' work between midnight and 7am. Night workers must not work more than an average of 8 hours in a 24-hour period (calculated over 17 weeks). Agency Workers who regularly work night shifts will be offered a periodic medical assessment.
- 5.7 For WTR averaging purposes, the start date of the averaging period shall be the date the Agency Worker commences their first Assignment.

6. PAY AND DEDUCTIONS

6.1 Rate of Pay

- 6.1.1 FlexStaff shall pay the Agency Worker the Actual Rate of Pay for each Assignment unless and until the Qualifying Period is completed. The Actual Rate of Pay will be specified in the relevant Assignment Details Form and shall be no less than the applicable Hourly Rate.
- 6.1.2 If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment, or completes it during that Assignment, FlexStaff shall pay the Actual QP Rate of Pay and any applicable Emoluments as set out in the Assignment Details Form.

6.2 Holiday Pay

- 6.2.1 The Agency Worker's holiday pay is calculated at the Holiday Pay Rate of 12.07% of the base hourly rate. This is included in and paid alongside the Actual Rate of Pay as the Agency Worker's holiday entitlement accrues each week. It is not paid as a separate lump sum when leave is taken; no additional holiday payment will therefore be made when leave is actually taken.
- 6.2.2 The Agency Worker acknowledges this arrangement and understands that the Holiday Pay Rate represents the value of their statutory entitlement to 5.6 weeks' paid annual leave under the WTR.

6.3 Payment Schedule

- 6.3.1** Subject to clause 5.5, all sums due to the Agency Worker shall be paid in arrears by BACS on the Friday that is two weeks after the Friday of the Calendar Week in which the relevant Assignment was performed, into the bank account provided by the Agency Worker via the Application. FlexStaff shall provide a payslip in advance of each payment.
- 6.3.2** In the case of any Tips Allocation, payment shall be made on the last Friday of the month following the month in which the Hirer has both notified FlexStaff of the amount and paid it to FlexStaff, subject to clause 6.5.
- 6.3.3** The Agency Worker is responsible for ensuring their bank details are accurate. FlexStaff shall not be liable for payment failures caused by inaccurate details provided by the Agency Worker.
- 6.3.4** The Agency Worker is not entitled to payment for time not spent on Assignment (whether in respect of holidays, illness, or any other reason) except as expressly provided in these Terms or required by statute.

6.4 Deductions

- 6.4.1** FlexStaff is required to make Deductions for income tax and National Insurance Contributions. Subject to compliance with Regulation 12 of the Conduct Regulations, FlexStaff reserves the right to deduct from the Agency Worker's pay any sums properly owed to FlexStaff, including overpayments. FlexStaff will notify the Agency Worker in writing before making any deduction for overpayment, and will agree a reasonable repayment schedule where appropriate.
- 6.4.2** Where the Agency Worker holds a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, they must declare this to FlexStaff and produce the Certificate. FlexStaff shall then not deduct Class 1 National Insurance Contributions, but the Agency Worker shall be responsible for their applicable contributions in the relevant Member State.

6.5 Tips Allocations

- 6.5.1** Where a Hirer notifies FlexStaff that the Agency Worker is entitled to a Tips Allocation, FlexStaff shall pay the Tips Allocation to the Agency Worker net of applicable Income Tax and Pension deductions only (consistent with HMRC guidance; no National Insurance Contributions are applicable to Tips Allocations). FlexStaff will use commercially reasonable efforts to process Tips Allocations accurately and within the payment schedule in clause 6.3.2.
- 6.5.2** FlexStaff is not liable for delays or inaccuracies caused by the Hirer's failure to report tip amounts correctly or on time, as FlexStaff can only distribute tips that have been reported and paid to it by the Hirer.
- 6.5.3** If the Agency Worker believes a Tips Allocation is incorrect, they should contact FlexStaff within 30 calendar days of receipt of the relevant payslip. FlexStaff will investigate with the Hirer and provide a written response within 14 Business Days.
- 6.5.4** FlexStaff is not responsible for any failure by the Hirer to fulfil its obligations under the Employment (Allocation of Tips) Act 2023. If a Hirer fails to report or pay a Tips Allocation, the Agency Worker's remedy is against the Hirer, not FlexStaff. FlexStaff will, on request, provide the Agency Worker with reasonable assistance in understanding how to raise a complaint or claim against the Hirer.

6.6 Equipment and Property

- 6.6.1** If FlexStaff provides equipment, clothing or other property to the Agency Worker for use during an Assignment, the Agency Worker must: (a) take reasonable care of it and (b) return it upon completion of the Assignment or at any time on request.
- 6.6.2** For the purposes of clause 6.6.1, "reasonable care" means care that a prudent person would take of their own property of similar value. The Agency Worker will not be liable for fair wear and tear or damage caused by circumstances outside their reasonable control.
- 6.6.3** Where FlexStaff considers it appropriate, the provision of property may be subject to a refundable deposit, which FlexStaff shall notify the Agency Worker of in writing on an

Assignment-specific basis. Any deposit shall be refunded promptly upon satisfactory return of the relevant property, without interest.

7. ANNUAL LEAVE

- 7.1 The Agency Worker is entitled to 5.6 weeks' paid annual leave per year under the WTR, accruing in proportion to time worked on Assignment during the Leave Year.
 - 7.2 Holiday pay is paid as it accrues on a weekly basis (at the Holiday Pay Rate) alongside the Agency Worker's regular pay, as described in clause 6.2. No additional payment will be made when leave is taken.
 - 7.3 On completion of the Qualifying Period, the Agency Worker may be entitled to additional annual leave under the AWR that is different and preferential to their WTR entitlement. Where this applies, the details will be set out in the relevant Assignment Details Form.
 - 7.4 All annual leave entitlement must be taken during the Leave Year in which it accrues. No entitlement may be carried forward into a subsequent Leave Year except where required by law.
 - 7.5 To take paid annual leave during an Assignment, the Agency Worker must give FlexStaff notice of at least twice the length of the intended leave period. FlexStaff may give counter-notice to postpone or reduce the leave, giving written notice of at least the same length as the period to be postponed.
 - 7.6 Where a bank or public holiday falls during an Assignment, and the Agency Worker takes annual leave on that day, it shall count as part of their paid annual leave entitlement.
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8. SICKNESS ABSENCE

- 8.1 The Agency Worker may be eligible for Statutory Sick Pay (SSP) provided they meet the relevant statutory criteria. For SSP purposes, the qualifying day is Wednesday of each week.
 - 8.2 The Agency Worker must notify FlexStaff and the Hirer of any inability to attend work as soon as reasonably practicable. Evidence of incapacity may be required: self-certification for up to 7 days; a GP certificate thereafter.
 - 8.3 Where the Agency Worker submits a Statement of Fitness for Work indicating they may be fit to work subject to conditions, FlexStaff will consult with the Hirer and the Agency Worker to assess whether those conditions can be accommodated for the duration of the Assignment before making any determination.
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9. GRIEVANCE PROCEDURE

- 9.1 If the Agency Worker has a grievance relating to their Assignment, pay, or these Terms, they should:
 - (a) Raise the matter informally with FlexStaff via the Application or by email to hello@flexstaff.co.uk in the first instance.
 - (b) If not resolved informally within 5 Business Days, submit a written formal grievance to FlexStaff, setting out the full details of the complaint.
 - (c) FlexStaff will acknowledge the grievance within 3 Business Days and provide a written response within 14 Business Days of receiving all relevant information; and

(d) If the Agency Worker is dissatisfied with the response, they may submit a written appeal within 7 Business Days, and FlexStaff will provide a final response within 10 Business Days.

9.2 FlexStaff will not penalize any Agency Worker for raising a genuine grievance in good faith. All grievances will be handled confidentially and investigated fairly.

10. TERMINATION

10.1 Any of FlexStaff, the Agency Worker or the Hirer may terminate an Assignment at any time without prior notice or liability (save for payment for hours properly worked up to the date of termination).

10.2 Termination of the Agency Worker's access to the Application (as distinct from termination of a specific Assignment) will normally only occur where FlexStaff reasonably determines that one or more of the following applies:

- The Agency Worker has materially or repeatedly breached these Terms or the Code of Conduct
- The Agency Worker has accumulated 3 or more Strikes within a 12-month period, and FlexStaff has followed the process in clause 4.4.4
- The Agency Worker has provided false or misleading information
- The Agency Worker's conduct has caused or is likely to cause loss or reputational harm to FlexStaff or a Hirer
- There is a legal or regulatory requirement to do so

Save in emergency circumstances requiring immediate action, FlexStaff will notify the Agency Worker of the proposed termination in writing and provide them with a reasonable opportunity to respond before a final decision is made.

10.3 If the Hirer's contract with FlexStaff is terminated for any reason, the Assignment shall cease immediately. The Agency Worker shall be paid for all hours properly worked up to the date of termination.

10.4 If the Agency Worker fails to notify FlexStaff and the Hirer of their inability to attend work (as required under clause 4.2), this will be treated as termination of the Assignment by the Agency Worker, unless exceptional circumstances prevented compliance.

10.5 If the Agency Worker is absent during an Assignment and the work is no longer available, FlexStaff shall be entitled to terminate the Assignment.

10.6 If the Agency Worker does not work in any Assignment for 12 Calendar Weeks, this contract for services will automatically terminate, and FlexStaff will issue a P45 to the Agency Worker's last known contact details.

11. INTELLECTUAL PROPERTY RIGHTS

The Agency Worker acknowledges that all copyright, trademarks, patents, and other intellectual property rights arising from services provided during any Assignment shall belong to the Hirer. The Agency Worker shall execute all documents and take all steps necessary to give effect to this clause upon request from FlexStaff.

12. CONFIDENTIALITY

12.1 In order to protect the confidentiality of the Hirer and FlexStaff, the Agency Worker agrees:

- 12.1.1** Not at any time (during or after an Assignment) to disclose to any person, or use for their own or any third party's benefit, any Confidential Information of the Hirer or FlexStaff, except where such information is already in the public domain through no fault of the Agency Worker;
 - 12.1.2** To enter into a separate confidentiality agreement with a Hirer where reasonably required;
 - 12.1.3** To deliver up to the Hirer or FlexStaff (as directed) at the end of each Assignment all documents and materials belonging to the Hirer, including any created during the Assignment; and
 - 12.1.4** Not to make any copy, abstract, or summary of any document belonging to the Hirer, except as required in the course of the Assignment.
- 12.2** The obligation of confidentiality survives the termination of these Terms and any Assignment.
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13. DATA PROTECTION

- 13.1** FlexStaff will process the Agency Worker's personal data in accordance with Data Protection Laws and the FlexStaff Privacy Policy. Processing will principally be for personnel, payroll, and HMRC compliance purposes; right-to-work verification; matching with Hirers, and improvement of the Application.
 - 13.2** The Agency Worker agrees (including for Data Protection purposes) that FlexStaff may share their personal data (including skills, ratings, and right-to-work status) with Hirers to the extent necessary to facilitate Assignments.
 - 13.3** The Agency Worker warrants that in relation to these Terms, they shall comply with all Data Protection Laws applicable to them and shall not do or permit to be done anything that might cause FlexStaff or any Hirer to breach Data Protection Laws.
 - 13.4** The Agency Worker is obliged to familiarize themselves with FlexStaff's Privacy Policy and data privacy notices, as amended from time to time.
 - 13.5** FlexStaff retains personal data for the periods required by law. Assignment and payroll records are retained for a minimum of 6 years (HMRC requirement). Right-to-work records are retained for the duration of the engagement plus 2 years. Requests to exercise data subject rights (including access, rectification, erasure, restriction, and portability) should be submitted to hello@flexstaff.co.uk.
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14. SEVERABILITY

If any provision of these Terms is determined by a competent authority to be unenforceable to any extent, that provision shall be severed from the remaining Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

15. NOTICES

- 15.1** Notices required under these Terms shall be in writing and in English and may be served: (a) by hand (effective on delivery); (b) by first-class prepaid post to the registered office or last known address of the recipient (effective 48 hours after posting); or (c) by email to a confirmed email address (effective when sent, provided the sender can produce a printed record of the sent email).

15.2 Where the Agency Worker is required to notify FlexStaff in writing under these Terms, an email to hello@flexstaff.co.uk shall be sufficient and shall be deemed received on the next Business Day following sending unless FlexStaff confirms receipt earlier.

15.3 The Agency Worker acknowledges that free-text fields in the Application (such as job description comments) are not systematically reviewed by FlexStaff and do not constitute written notices for the purposes of these Terms.

16. RIGHTS OF THIRD PARTIES

None of the provisions of these Terms are intended to be for the benefit of, or enforceable by, third parties. The operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

17. GOVERNING LAW AND JURISDICTION

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

SCHEDULE 1: "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

For the purpose of calculating the Qualifying Period, where there is a break between Assignments during which the Agency Worker is not working, the break shall not break continuity where it is:

- (i) For any reason and not more than 6 Calendar Weeks;
- (ii) Wholly due to illness or injury and is 28 Calendar Weeks or less (with medical evidence if required);
- (iii) Related to pregnancy, childbirth or maternity during a protected period (from the start of pregnancy to the end of the 26 weeks beginning with childbirth);
- (iv) For the purpose of taking statutory or contractual leave, including maternity, adoption, paternity, parental, shared parental or other leave entitlement;
- (v) Due to jury service and 28 Calendar Weeks or less;
- (vi) Due to a temporary cessation of the Hirer's requirement for a worker in that role, or
- (vii) Due to a strike, lock-out or other industrial action at the Hirer's establishment;

provided the Agency Worker returns to work in the same role with the same Hirer after the break. Where the break occurs, weeks worked before the break shall be carried forward and counted toward the Qualifying Period.

"Temporary Work Agency" means, as defined in Regulation 4 of the AWR, being a person engaged in the economic activity of supplying individuals to work temporarily for and under the supervision and direction of hirers, or of paying for, receiving, or forwarding payment for the services of such individuals.

SCHEDULE 2 — TRANSFER ARRANGEMENTS

Transfer Fee	15% of the worker's agreed annual salary in the new role (or, where no annual salary is agreed, 15% of the annualized equivalent of the hourly rate multiplied by 2,080 hours), payable by the Hirer to FlexStaff.
Notice for Period of Extended Hire	2 weeks' written notice from the Hirer to FlexStaff.
Period of Extended Hire (to avoid Transfer Fee)	480 working hours, less any hours already worked by the Agency Worker for that Hirer prior to the start of the Period of Extended Hire. During the Period of Extended Hire, the Agency Worker must be paid at a rate no lower than the rate paid during the Assignment. The specific Period of Extended Hire shall be agreed in writing between the Hirer and FlexStaff.
Relevant Period	The later of: (a) 8 weeks from the day after the last day the Agency Worker worked for the Hirer via FlexStaff; or (b) 14 weeks from the first day the Agency Worker worked for the Hirer via FlexStaff in the most recent Assignment (or 14 weeks from the start of the most recent Assignment where there has been a break of more than 6 weeks).

This document has been prepared by FlexStaff for internal use. Workers are advised to seek independent legal advice if they have any questions about these Terms before signing. FlexStaff recommends that workers retain a copy of these Terms for their records. Contact us at hello@flexstaff.co.uk if you require this document in an alternative format.