

## 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.