

Terms and Conditions for Workers

1. Introduction

- 1.1. Welcome to Workers Online Direct.
- 1.2. This page sets out the terms and conditions (the “terms”) that you agree to as a Worker and a User of our website www.workersdirectonline.com (referred to in the terms as the “website” or “site”), whether as registered user or guest. These terms apply to all Workers. If you are a Contractor, you should see the terms and conditions for Contractors.
- 1.3. Please read these terms carefully before using our site. By using the site, you accept the terms and agree to all of the terms and conditions at all times.
- 1.4. If you don't agree to these terms, please don't use the site.
- 1.5. The website may only be used by individuals of at least 18 years of age. Any registration by, use of or access to the website by anyone under the age of 18 is unauthorised and is in breach of these terms. By using the website, you represent and warrant that you are at least 18 years old.

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Karl, do you want a minimum age for your site?

2. Who we are

- 2.1. www.workersdirectonline.com is operated by Worker Direct Limited, a UK Limited company registered in England under company number 09992430 (referred to in these terms as “Worker Direct”, “we” or “us”).
- 2.2. Some important details about us:

Our registered office is at: 86 The Broadway, London NW7 3TD

Our VAT number is: []

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Please confirm.

3. Definitions

- 3.1. “Acceptance Period” means a period of 3 hours from the time that an email is sent to a Worker from a Contractor offering work to the Worker.
- 3.2. “Cleared Contractors” has the meaning given to it in clause 5.4.
- 3.3. “Contractor” means a User interested in connecting with and potentially engaging or employing Workers.
- 3.4. “Fees” means the amount payable to the Worker.
- 3.5. “Introduced” means when either:
 - a) a Contractor is provided with information by us (whether through the site or otherwise) that identifies a Worker; or
 - b) a Worker is provided with information by us (whether through the site or otherwise) that identifies a Contractor or the type of work that they have available.

Introduction and Introduce shall be construed accordingly.

- 3.6. "Non-Cleared Contractors" has the meaning given to it in clause 5.4.
- 3.7. "Worker" means a User seeking work with a Contractor.
- 3.8. "Worker Reliability Score" means a score or rating for a Worker provided by Contractors for a Worker that works for them and displayed on the Worker's profile, which allows the Worker to charge more for their services.
- 3.9. "User" or "you" is a user of the website.

4. Our Services

- 4.1. Worker Direct enables Contractors to find and engage Workers by viewing a worker's profile and skill set, and it enables Workers to register for work and be scored for their work ethic and performance through the Work Reliability Score.
- 4.2. We provide a platform that enables Contractors to be able to choose workers best suited to the jobs they have. Contractors can review a Worker's profile and decide whether to offer work to the Worker. Workers can be hired by Contractors without going through an agency and to be rewarded for their hard work.
- 4.3. Communication between the Contractor and Worker does not create a contract between the Contractor and Worker, or imply any acceptance by the Contractor or the Worker to proceed with the work until the Worker receives a job offer from the Contractor and the Worker responds to the job offer to say that the Worker accepts the job offer within the Acceptance Period.
- 4.4. Workers must register and create an account, along with a profile on the website, and can upload their CV, identification and other information.
- 4.5. We do not guarantee the accuracy, completeness or truthfulness of material or information on our site, or that the site will meet a User's requirements. Profiles and other information on the site are provided by Users. We do not review the information provided by Users, and we are not responsible for any employment or work decisions that you make. It is your responsibility to satisfy yourself as to the suitability of any work for you including your ability to meet the work requirements, and to verify the identity of a Contractor. We do not provide advice on Contractors. We are not involved in, and do not control, the actual transaction between Contractors and Workers. We provide a venue for Contractors to access and connect to a pool of Workers, and for Workers to put themselves forward for work. We do not screen or censor profiles or other information on the website. However we reserve the right to verify any information or representations that you make to us, which may include such background checks as we shall in our absolute discretion decide.
- 4.6. As a Worker, if you agree to accept a job with a Contractor, you agree that you have read and understood the requirements of the job and that any profile or other information that you provide is a true and accurate reflection of your experience, training, skills and any other relevant information, and that your personal details are correct.

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Karl, will there be any checking of the information by Workers Direct? Will Contractors be able to post their jobs on the site or is it just contractors looking at worker's profiles to find the right person for their job?

- 4.7. As a Worker, you will be assessed by the Contractor, who will make decisions relating to its requirements. If you have any questions regarding a job, you should ask the Contractor, once the Contractor has made direct contact with you.
- 4.8. Where a Contractor wants to make an offer to hire a Worker, the Contractor must confirm this in writing to us through the website and the Worker will receive an email setting out the job offer. If the Worker wants to accept the offer, the Worker must reply "yes" to the email within the Acceptance Period. If the Worker does not reply "yes" to the email within the Acceptance Period, the Worker will be taken to have refused the offer and the work may be offered to another Worker. If the Worker does not want to accept the offer, the Worker must reply "no" to the email. The Contractor and the Worker should confirm to Worker Direct the Fee agreed between the Worker and the Contractor.
- 4.9. If a Contractor that a Worker has worked for gives them a review that the Worker does not agree with, the Worker should contact Worker Direct within 24 hours of the review being posted on the site. Worker Direct will investigate the reference and try to reach an agreement between the Worker and the Contractor. Where no agreement can be reached between the Worker and the Contractor, Worker Direct's decision in relation to the Worker's rating shall be final. Worker Direct is under no obligation to investigate any review where notification is received from the Worker more than 24 hours after the review is posted on the site.
- 4.10. The Worker shall at all times act with the highest standards of ethics in their dealings with us.
- 4.11. Where we introduce a Worker to a Contractor neither the Worker nor the Contractor shall circumvent or attempt to circumvent these terms or any agreement with us for a period of 12 months from the later of the Introduction, the end of the User's registration on the site or the last day that the Worker worked for the Contractor. For the purposes of these terms, circumvention shall include, but not be limited to, any direct or indirect action or inaction that may have the effect of excluding us from any fees or payments due to us.
- 4.12. Where we introduce a Worker to a Contractor, the Worker and the Contractor shall not for a period of 12 months from the later of the Introduction, the end of the User's registration on the site or the last day that the Worker worked for the Contractor, enter into any employment relationship with each other or otherwise enter into a contract for the provision of services directly or through any third party.
- 4.13. You may not use the website to avoid paying us any fees due or to interfere in any relationship between us and any third party. You may not use the website to directly or indirectly request or suggest to any other User that they withdraw, end, cancel or change to our detriment any relationship or contract that we have with such User. You must not use the website to solicit, employ or offer to employ any employees of Workers Direct. As a User, you must not make or publish any derogatory or disparaging statement about us or do anything in

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Karl, is this right that the offer is made through the website?

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What happens when a worker refers an unfair reference to you? Please confirm.

relation to us (or our past, current or future officers or employees) that is intended to or might be expected to damage or lower our reputation.

- 4.14. Nothing in the site is intended to create a partnership, joint venture, or agency or employment or worker relationship between us and a Worker, or us and a Contractor.

5. Your Account

- 5.1. In order to use the services on this site, you are required to create an account, which will contain personal details. You must complete all details requested in order to create your account and profile. We may request such identification documents or other information as we shall determine. If you do not provide such documents or information, we may suspend or stop your account.
- 5.2. .
- 5.3. If you think that your account details have been obtained by someone who should not have them, you should contact us immediately. We accept no liability or responsibility if you fail to tell us that your account details have been obtained by someone who should not have them.
- 5.4. You can use the site to create an online profile, your profile will be available to view by Contractors.
- 5.5. If you submit any information that is false or deliberately misleading, we may suspend your use of this site, or stop it completely.
- 5.6. You must not create a profile, or apply for a job on behalf of another person, or assign or transfer your account to any third party.

6. Engagement and payment of Workers

- 6.1. Contractors will be assessed to see if they are cleared for credit insurance by a factoring company selected by Worker Direct. If the Contractor is cleared for credit insurance by the factoring company, they are referred to in these terms as Cleared Contractors. Contractors who are not cleared for credit insurance by the factoring company are referred to in these terms as Non-Cleared Contractors.
- 6.2. A Worker who accepts any job offer from a Cleared Contractor agrees that they will be engaged by an umbrella company chosen at the absolute discretion of Worker Direct. The umbrella company shall be responsible for engaging the Worker and paying the Worker.
- 6.3. A Worker who accepts any job offer from a Non-Cleared Contractor agrees that they will be engaged by the Non-Cleared Contractor directly. The Non-Cleared Contractor will be responsible for engaging the Worker and paying the Worker.
- 6.4. If the Worker is working for the Contractor and either the Worker wants to stop working for the Contractor or the Contractor no longer wants the Worker to work for it for any reason, the Contractor or the Worker (as appropriate) shall give the notice period agreed between them.

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Can you also look at jobs posted by contractors?

7. Fees

- 7.1. Each Worker is free to negotiate their own Fees with a Contractor. The Fees payable to the Worker in respect of any work must be disclosed to us in writing and agreed between the Worker and the Contractor before the Worker starts working for the Contractor.
- 7.2. Each Worker who works for a Contractor will be paid weekly in arrears for that work. The Contractor must provide to Worker Direct the Worker's hours for each week before 12pm on the Tuesday following the week for which the hours relate.

8. Use of the site

- 8.1. The features of this site are for use only by Workers and by Contractors.
- 8.2. You have permission for temporary use of the site, but we can withdraw or change our service at any time without telling you and without being legally responsible to you.
- 8.3. We frequently update the site and make changes to it, but we don't have to do this, and material on the site may be out-of-date. No material on the site is intended to contain advice, and you shouldn't rely on it. We exclude all legal responsibility and costs for reliance placed on the site by anyone. We exclude cost for actions we take to deal with your breach of these terms and conditions.
- 8.4. You must treat all identification codes, passwords and other security information as confidential. If we think you have failed to keep confidentiality, we are allowed to disable any security information (including your passwords and codes).
- 8.5. If you use the website on behalf of a company or other organisation, you represent and warrant that you are authorised to bind such company or organisation to the terms and to act on behalf of such company or organisation with respect to any actions you take in connection with the website. You agree to respond promptly and completely to requests from us for additional information that we deem necessary to determine your authority to act on behalf of the company or organisation. We may suspend or terminate your access to the website and your account or the User's account if we have reason to believe that you are not authorised to act on behalf of the company or organisation for whom you claim to be acting in connection with the website.
- 8.6. If you allow anyone else to use our site, you must make sure that they read these terms first, and that they follow them.
- 8.7. You must not use the site to do any of the following:
 - Break any laws or regulations
 - Do anything fraudulent, or which has a fraudulent effect
 - Harm or attempt to harm minors
 - Do anything with material that does not meet our content standards (these are listed below)

- Do anything with unsolicited advertising material (known as spam)
 - Transmit any data or material that is harmful to other programs, software, or hardware (for example, viruses, Trojan horses, worms, etc.)
 - Copy in any way or re-sell any part of our site (unless we allow it under our website terms)
 - Interfere with or damage any part of our site, equipment, network, software or storage arrangements.
- 8.8. You must only use the site as allowed by law and these terms. If you don't, we may suspend your usage, or stop it completely.
- 8.9. We follow our privacy policy in handling information about you. Our use of personal information (including but not limited to your skills, experience, flexible working arrangements, employment history and other information regarding your experience, skills and qualifications) supplied by Users of this site is governed by our privacy policy. You can read our policy at [Insert Link]. By using the site, you agree to us handling this information and confirm that data that you provide is accurate.
- 9. Content standards**
- 9.1. Our content standards apply to all material that we publish on the website from our contributors or that you contribute to our site, including, but not limited to, any profile, personal information and listings, and to all interactive services. You must follow our content standards carefully, but please also follow the spirit of them. Any contributions to our site or forms that you complete on the site must be:
- Accurate and honest (if they are factual);
 - Genuine (if they state opinions);
 - Within the law.
- 9.2. Your contributions must not be:
- Defamatory, obscene or offensive;
 - Likely to deceive, harass, annoy, threaten, or invade someone else's privacy.
- 9.3. Your contributions must not:
- Promote material that is sexually explicit or advertise sexual services or seek employees for a job of a sexual nature;
 - Promote violence;
 - Discriminate or promote discrimination because of race, sex, religion or belief, nationality, ethnic origin, age, disability, sexual orientation, gender reassignment, marital status or civil partnership, or pregnancy and maternity;
 - Infringe anyone else's intellectual property;
 - Be used to impersonate anyone, or misrepresent anyone's identity;
 - Encourage or assist anything that breaks the law;

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Link to privacy policy

- Contain unnecessarily repeated words or phrases intended to distort the positioning of the contribution in any search results;
- Contain links to your website or other direct contact information;
- Promote 'get rich quick', pyramid selling or network-marketing opportunities;
- Try to advertise or promote products or services;
- Contain requirements or criteria that are not a legal or genuine requirement of a job;
- Promote any opportunity that is not a genuine job opportunity;
- Promote a particular religion, where that religion is not an occupational requirement of a job.

10. Intellectual Property Rights

- 10.1. We are the owner or licensee of all intellectual property rights in the site (for example the copyright and any rights in the designs) and in any of the material posted on it. They are protected by copyright. Once a Worker completes their profile and any other information on the site, including any CV or other documents uploaded to the site, they are available for searching, viewing over the internet, printing and downloading.
- 10.2. You are allowed to print and download extracts of any page on the site for your personal reference for the purpose of obtaining information on work but not for commercial use without a licence from us. You must not alter anything, or use any illustrations, video, audio or photographs separately from the text that goes with them.
- 10.3. If you breach these terms, you lose your right to use our site, and must destroy or return any copies you have made.
- 10.4. By posting on this site, you give us (and confirm that you can give us) a non-exclusive worldwide licence to use, copy, display, reproduce, amend, alter or distribute such information.

11. Our Legal Responsibility to You

- 11.1. We use reasonable skill and care in the provision of the website but we make no representation or warranty that the website and the uploading of documents and information on the site will be uninterrupted or error free or fit for your purpose.
- 11.2. You are responsible for the information you post and upload onto the site or that you provide to us. We are not considered to be a Contractor in respect of your use of the site. We do not employ or engage any Worker. Any contract in relation to work carried out (or to be carried out) by a Worker by a Contractor shall be between the Contractor and the Worker or the Contractor and the umbrella company. We are not a party to any such contract.
- 11.3. For the purposes of the Conduct of Employment Agencies and Employment Contractor Regulations 2003, this site does not introduce or supply work-seekers

to hirers (or hirers to work-seekers). We do not take any steps that an employment business is required to take under these regulations and so do not:

- Obtain information about Workers to ensure that they are suitable for the vacancy;
- Confirm a Worker's identity;
- Ensure that Workers and Contractors are aware of any legal obligations in relation to any vacancy;
- Take up references.

11.4. As far as legally possible, we exclude legal responsibility for the following:

- any loss to you arising from use of our site or your inability to use the site
- any loss of contracts, loss of actual and anticipated income, loss of revenue and profit, loss of business and loss caused by business interruption, loss of goodwill and reputation, loss of anticipated savings, loss of use, loss of expenses, loss of data, increased costs and expenses, wasted expenditure and any indirect, special and consequential damages, arising as a result of your use of the site, whether or not such loss or damage is foreseeable, foreseen or known
- delays or disruptions in the website;
- viruses or other malicious software obtained by accessing the website or any site, service, application or tool linked to the website;
- glitches, bugs, errors, or inaccuracies of any kind in the website or in the information and graphics obtained from it;
- a suspension or other action taken with respect to your account;
- You need to modify practices, content, or behaviour or its loss of or inability to do business, as a result of changes to the terms.

11.5. We also exclude, as far as legally possible, all terms and warranties or promises implied by law or by statute.

11.6. We don't exclude legal responsibility for death or personal injury owing to our negligence, or legal responsibility for fraud or fraudulent misrepresentation, or for anything else where exclusion is not allowed by the law.

11.7. We try to keep the website and services safe, secure, and functioning properly. However, you acknowledge and agree that we cannot guarantee the continuous operation of or access to the website and its services. You further acknowledges that the operation of and access to the website and the services may be interfered with as a result of technical issues or numerous factors outside of its control. While we will use our reasonable endeavours to maintain an uninterrupted service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the availability of its services.

12. Uploading to our Site

- 12.1. If you upload material to our site or contact other Users of the site, you must follow these terms, which sets out standards for use of the site and content. You agree to reimburse us for any costs or expenses we incur as a result of any breach of this term.
- 12.2. Material that you upload will be regarded as non-confidential and not owned. This means that we can copy it, distribute it, and show it to other people for any purpose. You agree that if anyone else claims to own the material, or says that it breaches their rights, we can give them your identity.
- 12.3. We won't be legally responsible to anybody for the accuracy of material that you upload to the site, and we can remove it at any time if we think it doesn't follow these terms of use.
- 12.4. We reserve the right to remove any profiles or jobs that are in breach of the terms of this policy and in particular postings must not be defamatory, obscene or offensive or discriminate because of race, sex, religion or belief, nationality, ethnic origin, age, disability, sexual orientation, gender reassignment, marital status or civil partnership, or pregnancy and maternity.
- 12.5. We reserve the right to block or remove any User account that we feel break any of these terms.

13. Workers and CVs

- 13.1. You agree that you will only use information about Contractors for the purpose of seeking work from Contractors through the site. You may not contact a Contractor or allow others to contact a Contractor other than through the website for the purpose of finding suitable work.

14. Third party claim

- 14.1. You agree to indemnify us on a continuing basis from and against all liabilities, costs, claims, losses, expenses (including our legal fees) or awards in connection with a claim by any third party (including another User) arising out of your use or misuse of the site, any materials or content that you upload, post or transmit to or through the site, your breach of these terms, your dealings with any third party or other User, or your breach of any laws, rules, regulations or code of conduct.
- 14.2. You shall give us such assistance or information as we request in relation to such claim. Such assistance and/or information shall be given promptly. We have the right to assume the care and conduct of contesting any such claim.

15. Computer Offences

- 15.1. If you do anything that is a criminal offence under a law called the Computer Misuse Act 1990, your right to use the site will end straightaway. We will report you to the relevant authorities and give them your identity.
- 15.2. Examples of computer misuse include introducing viruses, worms, Trojans and other technologically harmful or damaging material.

15.3. You mustn't try to get access to our site or server or any connected database or make any 'attack' on the site. We won't be legally responsible to you for any damage from viruses or other harmful material that you pick up via our site.

16. Links to Our Site

16.1. You are allowed to make a legal link to our website's homepage from your website if the content on your site meets the standards of our acceptable use policy. We can end this permission at any time.

16.2. You mustn't suggest any endorsement by us or association with us unless we agree in writing.

17. Links from Our Site

Links from our site to other sites are only for information. We don't accept responsibility for other sites or any loss you suffer from using them.

18. Breach of these terms

18.1. If we think you have breached these terms and conditions, we will take whatever steps we think are necessary.

18.2. These might include:

- Stopping your use of the site temporarily or permanently
- Removing material you have put on the site
- Sending you a warning
- Taking legal action
- Telling the right authorities.

18.3. If you commit a breach of these terms and we stop your use of the site, you must permanently delete any access passwords and pay us any payments that you owe us. You will not be entitled to any refund of any payments already made to us.

19. Variation and notices

19.1. We change these terms from time to time and you must check them for changes because they are binding on you.

19.2. We may contact Users by e-mail, by post or by providing them with information by posting notices on the website.

19.3. Notices given under these terms must be in writing and will be deemed received and properly served immediately when posted on the website, 24 hours after an email is sent, or three business days after the date of posting of any letter sent within the UK, or seven business days after the date of posting of any letter sent to Europe, or ten business days after the posting of any letter sent to any country outside of Europe. A business day is any day, other than Saturday, Sunday, or a public or bank holiday in England.

20. General

- 20.1. If we do not insist upon strict performance of any obligations under the terms, or we fail to exercise any of the rights or remedies to which we are entitled under the terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 20.2. No waiver by us of any of the provisions in the terms shall be effective unless it is expressly stated to be a waiver and is communicated to all parties involved in writing.
- 20.3. If any part of the terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions, which will continue to be valid to the fullest extent permitted by law.

21. Applicable Law and Jurisdiction

- 21.1. Any dispute or claim arising out of or in connection with the terms or their subject matter or formation (including non-contractual obligations or claims) will be governed by and construed in accordance with the laws of England.
- 21.2. Any dispute or claim arising out of or in connection with the Terms or their subject matter or formation (including non-contractual obligations or claims) shall be subject to the exclusive jurisdiction of the English courts.

22. Contact Us

Please email us at [\[email address\]](#) about any issues you encounter.