



RWW Group Ltd Hirer Terms and Conditions

Date Last Amended: 11/03/2024

The following terms and conditions govern all use of the RWW Group Ltd Web Services, Inc. (RWW Group Ltd) website and all content, services and products available at, or through, the RWW Group Ltd domain redwigwam.com (the "Website"), including, but not limited to, the RWW Group Ltd user management service (collectively with the Website, the "Services"). The Services are offered subject to your acceptance, without modification, of all the terms and conditions contained herein and all other operating rules, policies, and procedures that may be published from time to time on this Website by RWW Group Ltd (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Services. By accessing or using any part of the Website, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, then you may not access or use the Services. If these terms and conditions are considered an offer by RWW Group Ltd, acceptance is expressly limited to these terms. The Services are available only to individuals who are at least 16 years old.

1. Your RWW Group Ltd account

If you create an account for the Services, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must immediately notify RWW Group Ltd of any unauthorized uses of your account or any other breaches of security. RWW Group Ltd will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. You must be a human. Accounts registered by "bots" or other automated methods are not permitted. You must provide your legal full name, a valid email address, and any other information requested in order to complete the sign-up process. You must not, in the use of the Services, violate any laws in your jurisdiction and in the United Kingdom (including but not limited to copyright or trademark laws). You must not create more than one account. You must not share your account with others.



2. Payment and Renewal

Optional paid services, such as extra capacity, are available on the Services (any such optional services, an "Upgrade"). By selecting an Upgrade, you agree to pay RWW Group Ltd the monthly or annual subscription fees indicated for that Upgrade (additional payment terms are described below). Payments will be charged on a prepaid basis on the day you sign up for an Upgrade and will cover the use of that Upgrade for a monthly or annual subscription period, as requested by you. Upgrade fees are non-refundable. To prevent fraud, we might temporarily disable your account after an upgrade to perform a manual verification.

Automatic Renewal

Unless you notify RWW Group Ltd before the end of the applicable subscription period that you want to cancel an Upgrade, your Upgrade subscription will automatically renew, and you authorise us to collect the then-applicable annual or monthly subscription fee for such Upgrade (as well as any applicable taxes) using any credit card or other payment mechanism we have on record for you.

3. RWW Group Ltd Fees and Payment

By signing up for a RWW Group Ltd account, you agree to pay RWW Group Ltd the monthly or annual subscription fees published on the Website as of when you registered for the Services PLUS any employment fees as agreed when you posted a job. Applicable fees will be invoiced starting from the day your paid account is established and in advance of using the paid Services. Your monthly or annual subscription will automatically renew unless you cancel it. RWW Group Ltd reserves the right to change the payment terms and fees upon thirty (30) days prior written notice to you. Unless mentioned otherwise, the prices do not include VAT. RWW Group Ltd might change the amount charged for an ongoing subscription if we're required by law to collect new taxes i.e., VAT, NI, Holiday Pay or pension contribution.

Cancellations and Refunds

RWW Group Ltd does not provide refunds to users who request cancellation of Services, regardless of the reason for the request. You may cancel your account at any time via your RWW Group Ltd dashboard in the Settings section of your account's dashboard.

If you cancel paid Services, the cancellation will take effect at the end of your current billing period. Thereafter, RWW Group Ltd will cease charging you for paid services and will disable your paid account. This is only applicable if all outstanding invoices are paid otherwise the paid service will remain in place.

We recognise that shifts need to be cancelled from time to time. However, cancellations disrupt the plans of workers and negatively impact the confidence of the RWW Group Ltd community. Because of this we apply the below cancellation policy:

- Companies may cancel a shift at any time on the RWW Group Ltd web platform.
- There is no fee to cancel shifts once you have approved a worker (for one or more shifts) with MORE than 48 hours' notice.
- Cancelling an approved shift within 48 hours of its start time will incur a 15% fee.
- Cancelling an approved shift within 24 hours of its start time will incur a further 50% of the fee.
- RWW Group Ltd will pass on a proportion of the cancellation fees to the relevant worker(s) at RWW Group Ltd's discretion.

Support

The Services includes access to email support. "Email support" means the ability to make requests for technical support assistance by email at any time (with reasonable efforts by RWW Group Ltd to respond within three business days) concerning the use of the Services.

All RWW Group Ltd support will be provided in accordance with RWW Group Ltd standard practices, procedures, and policies.

4. Marketing

By creating an account, you grant RWW Group Ltd a perpetual worldwide license to use your company's name and logo(s) for the sole purpose of RWW Group Ltd marketing and sales efforts, such as listing you as a RWW Group Ltd customer on the Website.

You may revoke this license at any time by notifying RWW Group Ltd via email.

5. Intellectual Property

RWW Group Ltd does not transfer to you any RWW Group Ltd or third-party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with RWW Group Ltd.

Your use of the Services grants you no right or license to reproduce or otherwise use any RWW Group Ltd or third-party trademarks.

6. Code of Conduct

Under this license you may not:

- Build a similar or competitive service without RWW Group Ltd prior written consent.
- In any way violate any applicable UK laws.
- Exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- Send, knowingly receive, upload, download, use, or re-use any material that does not comply with this Agreement.
- Impersonate or attempt to impersonate RWW Group Ltd, a RWW Group Ltd employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorised purpose without RWW Group Ltd's prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorised access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Attempt to decompile or reverse engineer any software contained on the Website
- Otherwise attempt to interfere with the proper working of the Website.
- Approach any RWW Group Ltd worker to work directly for your business unless agreed in writing by RWW Group Ltd. If such approach has been identified a fee of £499 will be issued to compensate RWW Group Ltd for loss of earning.

Your license to use the Services shall automatically terminate if you violate any of these prohibitions or restrictions and may be terminated by RWW Group Ltd at any time, in its sole discretion.

7. Changes

RWW Group Ltd reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. RWW Group Ltd may also, in the future, offer new services and/or features through the Services (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

8. Termination

RWW Group Ltd may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately. In the case of a paid account, RWW Group Ltd will refund the unused portion of your prepaid subscription amount within thirty (30) days, which will be paid to the same payment method you used to open the account.

9. Disclaimer of Warranties

The Services is provided "as is". RWW Group Ltd and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither RWW Group Ltd nor its suppliers and licensors, makes any warranty that the Services will be error-free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Services at your own discretion and risk.

10. Limitation of Liability

In no event will RWW Group Ltd, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to RWW Group Ltd under this Agreement during the twelve (12) month period prior to the cause of action. RWW Group Ltd shall have no liability for any failure or delay due to matters beyond or not within their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

11. General Representation and Warranty

You represent and warrant that (i) your use of the Services will be in strict accordance with the RWW Group Ltd Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Services will not infringe or misappropriate the intellectual property rights of any third party.

12. Indemnification

You agree to indemnify and hold harmless RWW Group Ltd, its contractors, its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Services, including but not limited to your violation of this Agreement.

13. Governing Law

All matters relating to the Website and these Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the UK. RWW Group Ltd is a member of REC and GLAA and adheres to all UK employment law in relation to all workers.

14. Dispute Resolution

RWW Group Ltd have a formal dispute resolution policy that aims to deal with all issues within 5 working days of the issue being raised by either party. RWW Group Ltd has the right to extend this period but only if stated in writing and as a result of additional time being needed to conduct a thorough investigation.

15. Worker Code of Conduct

It is essential that all RWW Group Ltd workers are provided exceptional respect, clear communication and safety whenever working for a hirer, this includes -

- **HEALTH AND SAFETY:** All health and safety, including any PPE equipment required is the responsibility of the hirer.
- **COMMUNICATION:** To communicate and interact with every worker and RWW Group Ltd employee with respect across any platform and in person.

16. Transfer and Introduction Fees

- You shall be liable to pay a Transfer Fee you engage directly with a worker Introduced by the RWW Group Ltd. The Transfer Fee will be calculated in accordance with the RWW Group Ltd website.
- During a period of extended hire, you shall supply the Worker on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the RWW Group Ltd received the notice; and you shall continue to pay the Charges set out.
- No refund of the Transfer Fee will be paid if the Engagement of the Agency Worker other than via the Employment Business by the Hirer or by a third party to which the Hirer introduces the Agency Worker terminates or terminates before the end of the fixed term referred to in clause 8. VAT is payable in addition to any Transfer Fee due. The transferred worker(s) will remain on the RWW Group Ltd database, eligible for other RWW Group Ltd jobs.

17. Liability

Nothing in these Terms shall exclude either party's liability:

- Death or personal injury caused by negligence.
- for fraud or fraudulent misrepresentation, or
- for any other liability that cannot be excluded by law.

Except as expressly and specifically provided in these Terms:

- the Hirer assumes sole responsibility for results obtained from the use of the On-line Solution and for conclusions drawn from such use and RWW Group Ltd shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by the Hirer in connection with the On-line Solution, or any actions taken by the Employment Business at the Hirer's direction.
- Warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms.
- Temporary Workers are engaged by the RWW Group Ltd under contracts of employment. They are deemed to be under the supervision, direction and control of yourself from the time they report to take up duties and for the duration of the Assignment.

- You agree to be responsible for all acts, errors or omissions of the Worker, whether wilful, negligent or otherwise as though he was on the payroll of the Hirer. You will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, by-laws, codes of practice and legal requirements to which you are ordinarily subject in respect of your own staff (excluding the matters specifically mentioned above), including in particular the adherence to Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments (up to £10million cover).
- You will also advise the RWW Group Ltd of any special Health and Safety matters about which the Employment Business is required to inform the Temporary Worker. You will assist the RWW Group Ltd in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and you will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations.
- You will indemnify and keep indemnified RWW Group Ltd against any costs, claims or liabilities incurred by the RWW Group Ltd arising out of any Assignment and/or as a result of any breach of these Terms by your business.

18. Time Sheets

At the end of each Assignment, or week if an assignment splits across weeks, and within 2 hours of the assignment, or week, being completed, you shall sign-off the RWW Group Ltds time sheet verifying the number of hours worked by the Worker during that assignment and a view on the quality of work produced and whether the Hirer would use the worker again.

By approving the time, you are indicating a level of satisfaction with the services provided by the Worker and confirmation of the number of hours worked. Failure to sign the time sheet does not absolve you of your obligation to pay the charges in respect of the hours worked. If you feel unable to sign a time sheet produced for authentication by the Worker because you dispute the hours claimed, you must inform RWW Group Ltd by putting the timesheet into query and you must co-operate fully and in a timely fashion to enable RWW Group Ltd to establish what hours, if any were worked by the Worker.

The system will automatically approve timesheets 3 (THREE) days after they have been submitted for review by yourself RWW Group Ltd will pay the worker for the submitted claim, making the hirer liable to settle the invoice within the given timeframe.

19. Data Protection Act 2018 & EU General Data Protection Regulation (“GDPR”)

The company takes the security and privacy of all data seriously. We need to gather and use information or “data” about you as part of our business and to manage our relationship with you. We intend to comply with our legal obligations under the Data Protection Act 2018 and the EU General Data Protection Regulation (“GDPR”) in respect of data privacy and security.

- RWW Group Ltd has measures in place to protect the security of your data.
- RWW Group Ltd will hold data in accordance with our statutory data protection and retention obligations as may be required by law and as set out in our Privacy Policy, copy of which can be obtained from the management team. We will only hold data for as long as necessary and for the purposes for which we collected it, and in line with our Privacy Notice.
- RWW Group Ltd will hold data in accordance with our statutory data protection and retention obligations as may be required by law.
- RWW Group Ltd takes the security and privacy of all data seriously. We need to gather and use information or “data” about you and our workers as part of our business and to manage our relationship with you.
- Details of your business name, address, telephone number and other relevant data including employer history, bookings, invoice details and other related information will be kept by the company in line with Data Protection Act 2018 & EU General Data Protection Regulation (GDPR).
- By placing a job, you are confirming your company is fully compliant under Data Protection Act 2018 and GDPR.
- By agreeing to these terms and conditions, I agree to abide by the below: If the job requires, we will provide access to specific pieces of a worker’s personal information in line with legislative requirements. This information can be stored until the worker has completed their assigned job. This information may only be used for contacting the worker regarding their shift, and for shipping of any materials which are required for the role. You must delete any copies of this data once the job has been completed, and you do not have permission to contact the worker after this date. You may only process the worker’s details based on the following.
- You must delete any copies of this data once the job has been completed, and you do not have permission to contact the worker after this date. You may only process the worker’s details based on the following.
- Please ensure people processing the data are subject to a duty of privacy and adhere to Data Protection Act 2018 and GDPR. It is your responsibility to ensure that you adhere to all DPA and GDPR sanctions.
- Please take appropriate measures to ensure the security & integrity of any data from RWW Group Ltd whilst the data is in your possession as per Data Protection Act 2018 and EU GDPR.

- Any data received from RWW Group Ltd must not be passed onto any third parties.
- If a subject access request is received, any information held on the worker must be released to RWW Group Ltd as soon as possible but no longer than 28 days. The data must be in a clear, readable and useable format. Workers must be allowed to exercise their rights under GDPR.
- RWW Group Ltd must be notified in relation to personal data breaches within 5 days.
- Please delete or return all personal data to RWW Group Ltd once it is no longer required.
- RWW Group Ltd reserves the right to charge a failed direct debit admin fee of £25 per invoice excluding VAT + daily interest charges of 8% over current bank base rate interest on any overdue amounts from the due date until the date of payment.
- RWW Group Ltd reserves the right to charge a late payment admin fee per invoice of £50 excluding VAT + daily interest charges of 8% over current bank base rate interest on any overdue amounts from the due date until the date of payment
- RWW Group Ltd will be solely responsible for the payment of the Temporary Worker's remuneration and where appropriate, for the deduction and payment of National Insurance Contributions, Pensioner contributions and PAYE Income Tax applicable to the worker.

20. Charges

The Hirer agrees to pay the Charges as notified to and agreed with the Hirer. The Charges are calculated according to the number of hours worked by the Agency Worker (to the 5 (FIVE) minutes) and comprise the following:

- The Agency Worker's hourly rate of pay;
- an amount equal to any paid holiday leave to which the Agency Worker is entitled under the Working Time Regulations and, where applicable, the Agency Workers Regulations and which is accrued during the course of an Assignment;
- any other amounts to which the Agency Worker is entitled under the Agency Workers Regulations, where applicable;
- employer's National Insurance contributions;
- employer's pension contributions;
- any travel or other expenses as may have been agreed with the Hirer or, if there is no such agreement, such expenses as are reasonable;
- the Employment Business' commission, which is calculated as a percentage of the Agency Worker's total cost of employment and expenses; and
- a payroll administrative fee.
- All costs are detailed and signed off at the point of posting the job.