

Terms of Service for Carers

The following Terms of Service ("Terms") shall apply to all business relations between Expert Cura LTD, of 71-75 Shelton Street, London, WC2H 9JQ ("Expert Cura", "we", "us", or "our") and you, the Carer.

Please read these Terms carefully before using our service. These Terms constitute a legal agreement between you and us.

1. DEFINITIONS

In this Agreement the following terms will have the following meanings:

- 1.1. "Assignment" means an individual assignment providing care to a Client;
- 1.2. "Client" means a client to whom Services are to be provided and, where the context admits, the individual engaging the Services on behalf of the Client;
- 1.3. "Confidential Information" means our secrets or confidential information or those of the Client and extends to all knowledge and information relating to our business, organisation, finances and affairs, including all and any data received or accessed by you;
- 1.4. "Confirmation Form" is the form issued by us to you, confirming an Assignment;
- 1.5. "Contract" means the agreement under which you undertake the Assignment;
- 1.6. "Assignment Confirmation Form" means each confirmation of the terms of an Assignment in the form shown at the head of this Agreement;
- 1.7. "Fee" is the amount paid by a Client to us for the Services you provide;
- 1.8. "Restricted Period" means the duration of this Agreement and 12 months from the termination of this Agreement however occasioned;
- 1.9. "Services" means all or any of the following: homecare: cleaning, cooking and administration support; personal care, assistance with washing, administration of medicines; and such other duties as are outlined in the Confirmation Form.

2. PROVISION OF SERVICES

- 2.1. We will use reasonable endeavours to locate and engage Clients for whom you can provide the Services. You will provide the Services for such Clients in a professional manner and with reasonable care and attention, and at all times in a manner that safeguards and enhances our reputation and our business and does not bring any disrepute upon us.
- 2.2. Within a reasonable time of our asking for it, you will supply all and any advice and assistance we reasonably require in relation to the Services and how you are carrying them out.
- 2.3. You are responsible for organising how you provide the Services but you will take into account any requests made by the Client, or by us, either as shown in the Confirmation Form or otherwise and agreed with the Client.
- 2.4. While you carry out the Services on the premises of a Client, you will, at all times, treat the Client and those premises with the utmost respect, in a manner which does not cause any danger to yourself, the Client or any third party and which ensures the safety of the Client at all times.
- 2.5. You may, at any time, take on any other work you wish, whether or not it is similar to the Services, provided that such other work does not present a conflict of interest with the provisions of this Agreement.
- 2.6. If we ask, you will supply us with full details and proof of your right to work or carry on business in the UK and any qualifications you claim to have. You authorise us to perform background checks at any time while this Agreement is in place. If, at any time, you lose the right to work or carry on business in the UK or any of the qualifications you have claimed, then you must notify us immediately.

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- 2.7. You warrant that you are not subject to any matter which would prevent, restrict, or otherwise interfere with your ability to provide the Services and you undertake that you will, immediately, tell us if such a situation arises during the course of this Agreement.
- 2.8. You will not carry out any work other than that shown in the Confirmation Form nor will you accept any money from any Client in payment of any fees or expenses due to you, unless you tell us (in writing) first and we agree and that you immediately pass any money you receive to us, to hold on behalf of the Client on the terms of our agreement with them.
- 2.9. You will not accept any gift of money or property from any Client without first having our written permission.
- 2.10. You agree that, on each Assignment, you are solely responsible for the services you provide, and you acknowledge that we have no right, liability, or ability to control how you provide those services.
- 2.11. You agree to provide us with a full and complete indemnity against all and any loss we may sustain as a result of your breach of this Agreement or any part.

3. FEES

3.1. We will provide you with an invoice for the Fees and any other monies you are due.

3.2. We will pay you weekly, in arrears, by bank transfer to your nominated account, within 7 days of receiving the invoice.

4. COMMENCEMENT

This Agreement starts on the Commencement Date and will remain in force for the period of one month and, thereafter, will continue until it is terminated under the provisions of Clause 7.

5. CONFIDENTIAL INFORMATION

- 5.1. You undertake that, except as provided by sub-Clause 5.2 or as authorised in writing by us, you shall, at all times during the continuance of this Agreement and after its termination:
 - 5.1.1. keep confidential all Confidential Information;
 - 5.1.2. not disclose any Confidential Information to any other party;
 - 5.1.3. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 5.1.4. not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 5.1.5. ensure that none of its directors, officers, employees, agents, contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 5.1.1 to 5.1.4 above.
- 5.2. You may:
 - 5.2.1. disclose any Confidential Information to any governmental or other authority or regulatory body, to such extent as required by law. You shall first inform the person, party or body in question that the Confidential Information is confidential.
 - 5.2.2. use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of yours. In making such use or disclosure, you must not disclose any part of the Confidential Information which is not public knowledge.
- 5.3. The provisions of this Clause 5 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

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6. STATUS AND AUTHORITY OF CARER

- 6.1. You acknowledge and agree that you are an independent carer and nothing in this Agreement makes you our employee, agent or partner and you agree not to tell any third party that you are our employee, agent or partner.
- 6.2. We will not be vicariously liable for any and all of your acts or omissions.
- 6.3. You will not pledge our credit nor sign any document, enter into any contract or agreement or make any promise on our behalf.
- 6.4. Your status is as a self-employed person engaged by the Client as a contractor and you are exclusively responsible for the payment of any National Insurance contributions and for paying any income or corporation tax liability, duties and VAT payable in respect of all monies due to you and you will pay and discharge all and any such contributions, duties and taxes to the appropriate authorities.
- 6.5. You will tell us well in advance of any dates when you are not available to provide the Services.
- 6.6. You warrant that you are not subject to any restrictions which would prevent you from providing the Services to the Client and have no restrictions or matters which would prevent or affect your ability to work with the Client.
- 6.7. You have no obligation to accept any Assignment we offer and we have no obligation to offer any Assignment to you. You acknowledge and accept that there may be periods when we cannot offer an Assignment to you.
- 6.8. You understand and accept that we are not able to verify the conditions under which any Assignment will be conducted and that we are not able to provide any assurances as to your safety. You agree, before you start work on any Assignment, to carry out a full risk assessment of the Client's premises and to satisfy yourself that the conditions under which you will work are safe and free from any danger.

7. INDEMNITY AND LIABILITY

- 7.1. You will at all times during the course of this Agreement carry full and effective indemnity insurance of an amount sufficient to compensate the Client or us, fully and satisfactorily for any errors or breaches which you might make and you will indemnify us and keep us indemnified against all and any liability, loss, damage, costs and expense of whatsoever nature we incur or suffer arising from your performance or breach of your obligations under this Agreement or caused by any third party under your control.
- 7.2. You will give us on demand and following each renewal thereof a copy of the certificate confirming that the indemnity insurance required by Clause 7.1 is valid and effective.
- 7.3. You will indemnify us to the limit of the policy referred to in Clause 7.1 from and against all losses, costs, claims, and demands of any nature received by us in respect of the provision of the Services and whether arising through breach of contract, tort or otherwise.
- 7.4. Neither you nor we will be liable (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) to the other for indirect or consequential losses.
- 7.5. Our maximum liability under this Agreement will be limited to the total amount of the claim limit of your indemnity insurance or £10,000 if you have allowed that policy to lapse or it was never taken up.
- 7.6. Nothing in this Agreement will limit or exclude either party's liability for death or personal injury, fraud, or any other liability which cannot be excluded by law.
- 7.7. Neither party will be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that party's obligations if the delay or failure is due to any cause beyond that party's reasonable control.

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- 7.8. We are not liable for any costs, expenses, or other monies you have incurred in carrying out the Services nor in relation to any expenses you incurred before any Assignment has been taken up.

8. TERMINATION

- 8.1. Either party may end this Agreement by giving 2 weeks' prior written notice to the other.
- 8.2. We may end or suspend the performance the Agreement or any part of it immediately and without liability for compensation or damages in the following circumstances:
- 8.2.1. if you lose your right to work or carry on business in the UK or any qualifications you claim are withdrawn or cancelled;
 - 8.2.2. if a Client dies or no longer needs the Services;
 - 8.2.3. if a Client terminates their Contract;
 - 8.2.4. if you fail to comply with any of your obligations under this Agreement or any agreement or deed supplemental to it and you don't correct that failure (if it can be corrected) within 7 days after we ask you to correct it;
 - 8.2.5. if you die, become bankrupt, have a receiving order made against you, make any arrangement with your creditors generally or take or suffer any similar action as a result of debt;
 - 8.2.6. if an encumbrancer takes possession, or where the other party is a company, a receiver is appointed, of any of your property or assets;
 - 8.2.7. if you make any voluntary arrangement with your creditors or, being a company, become subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 8.2.8. if you, being an individual or firm, have a bankruptcy order made against you or, being a company, go into liquidation (except for the purposes of bona fide amalgamation or re- construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
 - 8.2.9. if anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party; or
 - 8.2.10. if you cease, or threaten to cease, to carry on business.

9. EFFECT OF TERMINATION

- 9.1. When this Agreement ends, for any reason:
- 9.1.1. all records in any medium and of any nature (including accounts, documents, drawings and private notes about us and our Clients and others with whom we have dealings and all copies and extracts of them made or acquired by you during the term of this Agreement) will be:
 - 9.1.2. our property;
 - 9.1.3. used for our purposes;
 - 9.1.4. returned to us at any time on demand; and
 - 9.1.5. returned to us without demand on the termination of this Agreement.
- 9.2. You cease to hold yourself out as being connected with the Company.

10. NON-COMPETITION

- 10.1. You will not, during the Restricted Period, cause, encourage or assist any of our team members to leave our service or do anything which if done by you would be a breach of this Agreement.
- 10.2. You will not, during the Restricted Period, undertake any work of any nature similar to the work comprised in the Assignment for any Client except by way of an Assignment arranged by us or if we have consented to any such arrangement, in writing.

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- 10.3. You will not at any time after the termination of this Agreement represent yourself as being interested or in any way connected with the Company.
- 10.4. Each of the restrictions in this Clause is a separate restriction for our separate benefit and they will be severable one from another.

11. INTELLECTUAL PROPERTY

All records, documents, papers (including copies and summaries thereof) and other copyright protected works made or acquired by you in the course of carrying out your obligations under this Agreement, together with all the worldwide copyright and design rights in all such works, will be and will at all times remain our absolute property or the property of the Client for whom they were created.

12. OTHER IMPORTANT TERMS

- 12.1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.
- 12.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 12.3. No joint venture, partnership, agency, or employment relationship has arisen by reason of these Terms.
- 12.4. These Terms and any document expressly referred to in it constitute the entire agreement between us regarding their subject matter and supersede and extinguish all previous agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 12.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 12.7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the laws of England and Wales. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such disputes or claims. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.