



Terms of Service for Service Users

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 Client or those acting on behalf of the Client.

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

1. ABOUT US

We are an introductory agency. We provide a service to facilitate the process of finding carers for the provision of home care services direct. We do not directly supply Carers to care seekers. We do not employ Carers, nor do we act as a care provider or an employment agency. In line with CQC regulations, we are not permitted to make changes to the care plan, provide rotas, or have any control over the delivery of care.

2. WHAT WE DO

- 2.1. You have engaged us to act as your agent in finding you a self-employed professional domiciliary carer to provide domiciliary care services as agreed between You and the Carer (“Assignment”).
- 2.2. We do not employ the Carer; s/he will always be a self-employed individual working directly for you.
- 2.3. We will arrange to receive from you the Fees due to the Carer and we are responsible for paying the Carer on your behalf.
- 2.4. We will act as your Agent, and under your instruction, in engaging and dismissing the Carer, subject to the provisions of this Agreement.
- 2.5. You agree that we may share all information which you supply to us with potential Carers so that we can do our best to match you with the correct Carer.
- 2.6. If your requirements change during the course of any Assignment, then we will work with you and the Carer you are using at the time to make sure that those changes are taken into account and, if the then current Carer is no longer suitable, we will do our best to find a suitable replacement if you require us to do so.

3. FEES

3.1 We will invoice you on a weekly basis for the Fees due in respect of the forthcoming week’s Assignment (the “Fee”). Each invoice will include all charges associated with that Assignment.

3.2 Payment of the invoice will be collected automatically through our designated payment provider. In the event that we are unable to collect payment, we reserve the right to instruct the Carer to suspend the provision of services until all outstanding amounts have been paid in full.

3.3 You must not make any payments directly to the Carer under any circumstances. Should you make payment directly to a Carer for services that should have been processed through us, you acknowledge that such payments may be lost, and we accept no liability in respect of such transactions.

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3.4 If a Carer fails to attend your home at the scheduled time(s), you must notify us as soon as reasonably possible. We will review the situation and, where appropriate, suspend payment of the Fee for the relevant period. Fee suspensions will apply only from the date we receive notice of non-attendance from you.

4. YOUR HOME

- 4.1. Your home will, at all times when a Carer is with you, be as safe as you can reasonably make it, and that if you know about anything dangerous, you will tell the Carer before he or she starts work. In particular, you will tell the Carer about the following things:
 - 4.1.1. any risks or hazards in your home;
 - 4.1.2. any problems in getting access to your home;
 - 4.1.3. any pets which might be with you and which might hurt the Carer;
 - 4.1.4. any problems you have with any equipment you use in your home;
 - 4.1.5. any infectious diseases suffered by anyone in your home
- 4.2. You agree:
 - 4.2.1. to provide the Carer proper access to all the equipment the Carer will need to carry out his/her work for you;
 - 4.2.2. to keep all the equipment needed by the Carer, in good condition;
 - 4.2.3. to provide all cleaning and other products the Carer needs to carry out his/her work;
 - 4.2.4. not to smoke or use illegal substances in the home whilst the Carer is present;
 - 4.2.5. to make sure that the Carer can gain access to your home to carry out the Services;
 - 4.2.6. not to let the Carer use your telephone or other personal items for their own use, except in the case of an extreme emergency.

5. YOUR RELATIONSHIP WITH THE CARER

- 5.1. Our role is to introduce the Carer to you and to help manage the arrangement between you and the Carer.
- 5.2. Whilst we perform background checks of the Carer, we do not guarantee or warrant the reliability, suitability or quality of a domiciliary care professional. It is the role of the Carer to determine whether they are suitably qualified and experienced to deliver the Assignment and for you to make all efforts to ensure you and other people's property and safety are protected
- 5.3. You will engage the services of the Carer and the contract for those services is directly between you and the Carer, subject to the terms and conditions contained in this Agreement.
- 5.4. The Carer is not your employee and you have no duty to pay tax or National Insurance payments for the Carer.
- 5.5. If you require additional care to the requirements in the Assignment ("Additional Requirements"), you must give us as much advance notice as you can and we will agree the Additional Requirements, on your behalf, with the Carer and any additional Fees with you before the Additional Requirements are provided.

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6. DIRECT EMPLOYMENT OF THE CARER

- 6.1. You understand and agree that the service we provide is to act as your agent in providing a Carer and that part of the fee you pay is allocated to cover our costs and expenses.
- 6.2. If you wish to employ the Carer, directly and not to use the services we offer, you may do so subject to the following conditions:
 - 6.2.1. If you employ the Carer directly 12 months or more after the most recent Assignment from that Carer using our services, then you may do so without our consent and without owing us anything.
 - 6.2.2. If you employ the Carer directly in the period up to 12 months from the date of the most recent Assignment from that Carer using our services, then you may do so, but only if you have told us, by letter, of your plans, before you make the appointment and you pay us a fee equivalent to either £6000 or the total fees we would have received for a nine (9) month Placement, whichever is greater, as compensation for the losses which we will suffer in having to replace that Carer and our loss of income.

7. ENDING THIS AGREEMENT

7.1 Unless otherwise stated in Clause 8, either party may terminate this Agreement at any time by providing no less than fourteen (14) days' written notice to the other.

7.2 We reserve the right to terminate this Agreement with immediate effect by giving written notice to you if:

- 7.2.1. You commit a serious breach of this Agreement and fail to remedy that breach within fourteen (14) days of being requested to do so;
- 7.2.2. You fail to make any payment due under this Agreement;
- 7.2.3. You are declared bankrupt, enter into insolvency proceedings, or are otherwise unable to pay your debts.

7.3 Termination of this Agreement does not affect the separate agreement between you and any Carer.

7.4 If this Agreement is terminated for any reason, the provisions of this Clause 11 shall continue to apply.

7.5 Any clauses which, either expressly or by their nature, are intended to survive the termination or expiry of this Agreement shall remain in full force and effect.

7.6 Termination of this Agreement shall not affect any right to claim for damages or any other remedy available to either party in respect of any breach that occurred before the date of termination.

8. SAFEGUARDING

- 8.1. We take the safety of all parties using our services extremely seriously and require Carers to comply with all relevant legislation, including the Care Act 2010, the Mental Capacity Act 2005, and the Safeguarding of Vulnerable Adults Act. In instances where we deem a "vulnerable" adult is at risk of exploitation or any type of harm and we have received evidence

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to indicate this the case, we will comply with this legislation and refer the relevant parties to the nearest Local Authority's Adult Safeguarding Team. Although we do not directly provide care, we take our duties as a responsible organisation seriously and will endeavour to ensure a duty of care to all participants of our service.

- 8.2. In instances where there is evidence to suggest that a client may not be able to safely and competently use our services, and in cases where evidence has been provided that states the client has committed any offence, or has placed a carer in danger, we reserve the right at our absolute discretion to limit access to the platform on a temporary or permanent basis.

9. COMPLAINTS

We are committed to learning from mistakes and improving our service for both current and future customers and carers. We aim to respond to issues raised within 48 hours and investigate every matter referred and take appropriate action where necessary. This included referring incidents to the correct authorities, where they are better placed to mediate and manage any past action, in line with CQC expectations. If you have concerns regarding the performance, behaviour, or competence of a carer, we will investigate the matter and take proportionate action. We will also endeavour to find a replacement carer where possible.

10. DISPUTES AND COMPLAINTS

- 10.1. Any agreements are legally binding agreements between the care seeker and the carer. Any issues should be resolved directly between care seeker and carer where at all possible. Expert Cura does not accept any liability for claims, demands or direct or indirect damages arising from disputes between care seekers and carers, Expert Cura are not party to an agreement but will attempt to arbitrate or mediate if there is an alleged breach of contract.
- 10.2. Expert Cura will attempt to arbitrate where there is a disagreement between a Client and a Professional Carer. Either Client or Professional Carer care seeker can dispute a contract. Expert Cura will examine the contract, compliance with terms, user analytics data including but not limited to visit logging, messaging, geoverification, user feedback and previous self-employed carer behaviour and any submissions by either party. Expert Cura reserves the right at its sole discretion to defer payment, reimburse or cease contractual payments at any time.
- 10.3. Expert Cura offers no guarantee to either Client or self-employed carer that there will be either reimbursement or full payment in the event of dispute arbitration. Expert Cura will endeavour to come to an equitable outcome based upon the evidence available. Any disputes should be notified in writing within 1 (one) week of the disputed period.

11. BACKGROUND CHECKS AND VETTING OF CARERS

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- 11.1. We make reasonable efforts to check the identity and information provided by Carers. This includes identity checks and the right to live and work in the UK, qualifications, training certificates, and DBS checks.
- 11.2. Where Carers cannot provide confirmation of having passed a DBS check within the past 3 years, the Carer must provide a valid DBS certificate. We do request reference checks but are not obliged to and do not conduct full reference checks of a Carer's stated employment history or care experience. We are not responsible for nor have control over the quality, reliability, responsibility, suitability, and legality of the Carer.

12. CODE OF CONDUCT

- 12.1. You should not discriminate against a carer on the basis of skin colour, gender, nationality, disability, or any other source of discrimination.
- 12.2. You represent and warrant that you and each member of your household have never been the subject of a complaint, restraining order, or any other legal action involved with being arrested for, charged with, or convicted of any criminal offence involving violence, abuse, neglect, theft or fraud, or any offence that involves endangering the safety of others, dishonesty, negligence, or drugs, and are not nor have ever been on the sex offenders register or other similar list.

13. EVENTS BEYOND OUR REASONABLE CONTROL (FORCE MAJEURE)

We shall not be liable for any failure or delay in performing any of our obligations under this Agreement if such failure or delay arises due to an event beyond our reasonable control. Such events may include but are not limited to: power failure; internet or communication outages; strikes or other industrial actions (including those of our own staff or suppliers); civil unrest; fire; flood; storm; earthquake; acts of terrorism or war (whether actual, threatened, or suspected); epidemics or pandemics; or government-imposed restrictions or measures.

In the event of a force majeure event, we reserve the right to suspend performance of our obligations for the duration of the event. We shall not be required to refund or compensate you for delays or non-performance resulting from such an event. If the force majeure event continues for more than 90 days, either party may terminate this Agreement.

14. LIABILITY

We shall not be liable for any loss, damage, cost, or expense incurred by you, except where such loss arises solely and directly as a result of our proven gross negligence or wilful misconduct. In no event shall our total liability exceed the total fees paid by you to us in the three (3) months preceding the event giving rise to the claim. We shall not be liable for any indirect, incidental, consequential, or special damages, including loss of profit, data, or goodwill.

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OTHER IMPORTANT TERMS

15.1 To the maximum extent permitted by law, our total liability to you under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total amount of Fees paid by you to us in the twelve (12) months preceding the event giving rise to the claim. We shall not be liable for any indirect, incidental, special, punitive, or consequential loss or damage, including but not limited to loss of profits, loss of business, loss of opportunity, loss of data, or reputational damage, even if such loss was foreseeable.

15.2.

You agree to fully indemnify and hold harmless Expert Cura Ltd, its directors, officers, employees, and agents from and against any and all claims, losses, liabilities, damages, costs (including legal fees), and expenses arising directly or indirectly from:

- (a) your breach of this Agreement;
- (b) your conduct in relation to a Carer or third party;
- (c) any claim made against us by a Carer due to your action or inaction; or
- (d) your use or misuse of our services.

15.3.

Nothing in this Agreement shall exclude or limit our liability for death or personal injury caused by our negligence, fraud, or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

OTHER IMPORTANT TERMS

15.1 We may transfer our rights and obligations under these Terms to another organisation at our discretion, without affecting your rights or obligations under these Terms.

15.2 You may only transfer your rights or obligations under these Terms to another person with our prior written consent, which may be withheld at our sole discretion.

15.3 No joint venture, partnership, agency, or employment relationship has arisen by reason of these Terms, and neither party shall hold itself out as having such a relationship without the express written consent of the other party.

15.4 These Terms, along with any document expressly referred to in them, constitute the entire agreement between us regarding the subject matter, and supersede all prior agreements, promises, assurances, warranties, representations, and understandings, whether written or oral, relating to the subject matter. You acknowledge that you 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 them. You agree not to bring any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement not expressly included in these Terms or any document expressly referred to in them.

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15.5 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, it will not mean that we have waived our rights. Any waiver of default must be made in writing, and it will not apply to any future defaults.

15.6 Each condition of these Terms operates separately. If any court or competent authority finds any condition unlawful or unenforceable, the rest of the Terms will remain in full force and effect, and we may modify the unenforceable condition to make it enforceable without affecting the overall intent of the agreement.

15.7 These Terms, including any disputes arising from them, are governed by the laws of England and Wales. In the event of any disputes or claims, you agree to engage in good faith discussions with us to resolve the matter. If the dispute or claim is not resolved within sixty (60) days, you irrevocably submit to the exclusive jurisdiction of the courts of England and Wales, and any legal proceedings shall be conducted in those courts.