

Terms and Conditions and Privacy Policy

*Important: Please read carefully before using the
Oliver James Care website or platform*

General User Terms and Privacy Policy

These are the terms and conditions (the “**Terms**”) under which you (“**you**”, “**your**”) may use our (“**our**”, “**us**”, “**Oliver James Care**”) online platform, accessible online at OliverJamesCare.co.uk or via a mobile device, (the “**Platform**”), and/or our website at OliverJamesCare.co.uk (the “**Website**”), or the Google Playstore and Apple iStore App or any other mobile apps (together, “**Our Service**”).

Please read these Terms carefully. As a condition of using Our Service you will be required to show that you agree to be bound by these Terms either by ticking a box in the course of filling in an on-boarding form on the Website or, if you choose to engage with us by alternative means, a paper form of these Terms will be provided for your signature. If you refuse to accept these Terms, you should not complete the registration process and should immediately cease to access and use Our Service.

In particular, these Terms govern the relationship between us and you in respect of our provision to you of access to, and use of, the Platform. The Platform is designed to allow users of Our Service (“**Users**”) who are looking for temporary self-employed carers (“**Care**”) for their services or on behalf of others (“**Care Providers**”) to connect with other Users looking to provide Care (“**Carers**”). The Platform seeks to do this by providing a range of tools (the “**Tools**”) which include but are not limited to:

- access to an online database of other Care Providers and Carers;
- communication tools to allow communication between users and to contact parties directly;
- tools to allow Care Providers to arrange shifts with Carers;
- tools for Carers to manage their shifts with Care Providers;
- tools to facilitate payments between Carers and Care Providers; and
- tools to allow Care Providers to review the performance of Carers.

Oliver James Care does not provide Care to Care Providers nor do we employ or supply Carers. Our Services allow Users to connect only and Oliver James Care shall not be a party to any agreement between a Care Giver and Care Seeker for the provision of Care. For Value Added Tax (“**VAT**”) purposes Oliver James Care are acting as a disclosed agent, independent of both the Carers and the Care Providers.

You acknowledge that use of Our Service and the Tools is strictly in accordance with these Terms at your own risk.

We recommend that you print a copy of these Terms for your future reference.

1. About Us

Oliver James Care is the trading name of N-apps Ltd, which is a private limited company registered in England and Wales with company number 10423459, VAT number 273373395.

Should you have any queries in relation to these Terms or on any other matter, you can contact us at:

N-Apps Ltd

7-9 The Avenue

Eastbourne

East Sussex, BN21 3YA

Email: Support@OliverJamesCare.co.uk

Tel: 020 7824 5149

2. The Terms

These Terms shall apply to all Users of Our Service, in addition to which:

2.1.1 the Carer Terms shall apply to any individual using the Platform as a Carer; and

2.1.2 the Care Provider Terms shall apply to any individual or organisation using Our Service as a Care Seeker

3. Registration

3.1 In order to access and use the Tools, you will need to register with us through the Website or by signing a copy of these Terms and delivering them to us at the address at clause 1.2 above. By registering with us you confirm that you:

3.1.1 understand and agree to be bound by these Terms;

3.1.2 are resident in the United Kingdom;

3.1.3 are legally capable of entering into a binding contract;

3.1.4 are at least 18 years old;

3.1.5 have the authority to sign up on behalf of your organisation

3.1.6 agree to:

(a) provide true, accurate, current and complete information about yourself and, where relevant, the home requiring carers (the “**Care User**”) (such information referred to hereafter as the “**Registration Data**”); and

(b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

3.1.7 are authorised, in the event you are registering on behalf of a third party Care User, to provide the details of that third party Care User and to register on their behalf.

3.2 Should any of Registration Data change, you must notify us of the change as soon as reasonably practicable.

3.3 A Care Seeker who has difficulty using the online tools may use the Oliver James Care Phone Line to provide the Registration Data or in person via one of our representatives.

3.4 If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or if you commit any breach of these Terms or do anything that we, in our absolute discretion, believe may damage our reputation or that of Our Service or put any of our Users at risk, we have the right to suspend or terminate your account and refuse any and all current or future access and/or use of any part of Our Service and/or the provision of the Tools, without notice or liability to you.

4. Use of registration data

4.1 We may use your Registration Data to administer your usage of Our Service and in the provision of the Tools to you. In addition, we may also use your Registration Data to support your engagement with any other User and, subject to your consent, provide marketing communications to you. You may opt out of the usage of your Registration Data for marketing communications at any time by contacting us via the link sent with each marketing communication or at the email address at clause 1.2 above.

4.2 We will not, except as set out in these Terms, disclose confidential or sensitive information about you to other Users or third parties without your consent. At the same time you understand that some information about you will need to be provided to other Users in order to allow them to decide whether or not to engage with you to provide or receive Care.

4.3 You are responsible for any use of your account using your username and/or password, for keeping your username and password confidential and for logging out of your account at the end of each session. You agree to notify us immediately if you become aware of or suspect any unauthorised use of your account, username and/or password. If you forget your username and/or password, you may email us at our email address set out above and we will email your username and password to the email address specified in your account. You are responsible for any actions taken by a person who uses Our Service using your username and password.

5. The Tools

5.1 Once registered, you will be eligible to use the Tools. The Terms applicable to your use of the Tools will vary depending on whether you are using the Services as a Care Giver or as a Care Seeker. Please see the relevant additional terms applicable to Carers and Care Providers.

5.2 Once a booking request to cover a care shift (a “**Care Assignment**”) has been made by a Care Seeker and accepted by a Care Giver, the Care Seeker and Care Giver may communicate directly or through the Platform to discuss any details for the fulfilment of the Care by the Care Giver. We shall not be a party to any agreement for the delivery of Care (the “Care Contract”) and the Care Giver, as a self-employed contractor, and Care Seeker (or Care User as the case may be) will contract directly between themselves. However, you agree with us that any agreement between you and another User for the provision of Care shall include the terms (or terms with identical effect) listed at clause 5.3 below (the “Mandatory Terms”).

5.3 You agree that the Care Contract shall be deemed to include the following terms (or terms with identical effect):

5.3.1 the Care Giver shall provide the Care and other reasonable services requested with reasonable care and skill;

5.3.2 the Care Giver shall provide the Care and other reasonable services requested in accordance with the Shift Description (as defined at clause 1.1 of the Care Seeker Terms) (save as otherwise agreed between the Users);

5.3.3 the Care Seeker shall provide a safe working environment in which the Care Giver can provide the Care and other reasonable services requested;

5.3.4 neither party shall assign, sub-contract or otherwise transfer its rights and/or obligations under the Care Contract;

5.3.5 all payments for the provision of the Care shall be made through the Platform using the online payment tools and in accordance with these Terms;

5.3.6 all fees and charges for the provision of the Care by the Care Giver shall be exclusive of VAT and, where applicable, VAT may be charged to the Care Seeker by the Care Giver in addition;

5.3.7 the Care Contract shall be governed by English law and the parties shall submit any disputes arising from the Care Contract to the exclusive jurisdiction of the English courts; and

5.3.8 in performing their respective obligations under the Care Contract, each party shall comply with these Terms.

5.4 Consideration for the use of Our Service shall be by way of a commission (the “**Commission**”) which we shall deduct automatically from the amount or amounts paid by the Care Seeker in consideration of the Care (the “**Fee**”), using the payment tools on the Platform. The Fee shall be collected by us as agent for and on behalf of the Care Giver and shall be paid to the Care Giver in accordance with these Terms. The Commission deducted by us shall be exclusive of VAT and, where applicable, VAT will be charged by us in addition.

5.5 If a Care Seeker, within a reasonable period of when Care was to be provided, states that the Care was not in fact provided we may in our absolute discretion refund the entire amount of the Fee to the Care Seeker. Users acknowledge that it is at our discretion to determine when a refund to a Care Seeker may be due.

6. Our Role

6.1 We are a provider of technology platform services only, the Platform. We do not provide Care nor are we responsible for managing, directing or overseeing the provision of Care provided by Carers nor the conduct of Care Providers (including, but not limited to, failure or refusal to pay for Care received). We are a disclosed agent allowing for Carers to advertise their services on the Platform.

6.2 We use our reasonable endeavours to undertake checks of Carers and they will not be allowed to advertise their provision of care services on the Platform until they have satisfied such checks. However, we provide no guarantee as to character, capability or suitability of Carers. Background checks are undertaken by us or on our behalf by a specialist provider though we are not responsible for the accuracy and completeness of the checks which are undertaken.

6.3 We do not undertake any background checks of Care Providers nor complete risk assessments of their home environments nor undertake any planning of the Care to be provided and we are not responsible for any injury sustained by a Care Giver in the course of providing Care to a Care Seeker.

6.4 We shall not be a party to any agreement for the provision of Care by a Care Giver to a Care Seeker and any such agreement shall be between the Care Giver and Care Seeker and any other third party (or third parties) as the parties may agree.

6.5 Nothing contained in these Terms shall render the relationship of the Care Giver to us as that of an employee, worker, agent or partner and the Care Giver shall not hold him or herself out as such. Carers acknowledge that any Care provided by them to any Care User is provided on the basis of a direct engagement by the Care Seeker. If, notwithstanding this provision, a Care Giver becomes an employee, worker, agent or partner of ours by function of law or is otherwise deemed to be so by the relevant authorities then that Care Giver shall pay or reimburse any tax or national insurance payments due from us to the relevant authorities and shall indemnify us for any loss suffered or cost incurred as a result.

7. Disputes

7.1 We are not obliged to have any involvement in any dispute between Users, except as required by law. If a concern or complaint is raised with us, it is at our absolute discretion what action, if any, we decide to take. Any action we take will be in line with our Concerns, Complaints and Abuse Procedures outlined in our guidelines to Users and determined by the nature of each dispute. We reserve the right to notify an appropriate authority or regulator in order to protect the interests of our Users and you accept that this overrides any confidentiality obligations, whether express or implied, we have to you.

8. Use of our Service

8.1 Availability of Our Service

8.1.1 We will use our reasonable endeavours to make Our Service available to you at all times. From time to time, however, the Website and/or Platform may be unavailable to you if we carry out routine maintenance or repairs, or due to the unavailability or failure of the internet.

8.1.2 We make no warranty to you that Our Service or any of the Tools will be available to you at all times, will continue uninterrupted, error-free or will remain unchanged and accept no liability for any loss or damages arising as a result.

8.2 Prohibited uses

8.2.1 You may not use Our Service:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) that may damage our reputation or that of Our Service;
- (c) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (d) for the purpose of harming or attempting to harm minors in any way or to solicit personal information from anyone under 18 years of age or solicit passwords or personally identifying information for commercial or unlawful purposes;
- (e) for the purpose of harming or attempting to harm vulnerable adults or any other User in any way or to solicit personal information from them or solicit passwords or personally identifying information for commercial or unlawful purposes;
- (f) to harvest or collect email addresses or other contact information of other Users by electronic means for the purposes of sending unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation ("**Spam**");
- (g) to transmit, or procure the sending of Spam;
- (h) to send, knowingly receive, upload, download, use or re-use any material which:
 - i) is inaccurate, particularly in respect of (as the case may be) your skills, experience, identity and care requirements;
 - ii) expresses an opinion which is not genuinely held;
 - iii) contains any material which is defamatory of any person;
 - iv) contains any material which is obscene, offensive, hateful or inflammatory;
 - v) promotes sexually explicit material, violence, any illegal activity or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - vi) infringes any copyright, database right or trade mark of any other person;
 - vii) is likely to deceive any person;
 - viii) is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

ix) is threatening, abusive or invade another's privacy, causes annoyance, inconvenience or needless anxiety, is likely to harass, upset, embarrass, alarm or annoy any other person; and/or

x) advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse; and/or

xi) to use automated scripts to collect information from or otherwise interact with the Our Service.

8.2.2 You also agree:

(a) not to reproduce, duplicate, copy or re-sell any part of Our Service in contravention of these Terms;

(b) that in submitting or uploading any material to Our Service you will not impersonate any person, misrepresent your identity or affiliation with any person, or give the impression that the material emanates from us (if this is not the case);

(c) not to access without authority, interfere with, damage or disrupt:

i) any part of Our Service;

ii) any equipment or network on which Our Service is stored;

iii) any software used in the provision of Our Service; or

iv) any equipment or network or software owned or used by any third party; and

(d) not to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware, or to attack Our Service via a denial-of-service attack or a distributed denial-of-service attack.

8.3 Information and advice contained on the Platform:

8.3.1 We may periodically upload content onto Our Service; this might include articles with advice, guidance and any information we believe will be of use or interest to users of Our Service. This may be provided by us or our partners, and will be provided free of charge. We are not responsible for the accuracy of the content and it is meant as a guide only. This content may also be provided in the form of news articles, booklets, leaflets, pamphlets, fliers, blog posts, tweets and newsletters.

(a) We may upload links to other content providers and/or other sources of advice and support on to Our Service. We do not guarantee the accuracy of any material provided through such links and we are not responsible for the accuracy of advice provided by these sources.

(b) Users may automatically be subscribed to our newsletter providing helpful advice and support. They can unsubscribe by clicking the links contained in our correspondence. Users who have not been automatically subscribed for our newsletter may subscribe through the Website or by contacting us directly.

8.4 Information and advice provided by the Oliver James Care Phone Line and Use of Oliver James Care Phone Line:

8.4.1 In addition to Our Service, we also operate a 'Care Seeker Support' line. This may be used by Care Providers for the following purposes:

(a) To discuss their care needs and obtain general advice and support.

(b) To complete a consultation with one of our representatives (a "**Care Consultation**"), which might help the Care Seeker think in more detail about what services they may require.

(c) Where a User has difficulties using the online tools one of the Support staff may assist them. For a Care Seeker this may be to provide the Registration Data when

initiating an enquiry or subsequently for assistance with the use of other tools they are eligible to use as part of our Service.

8.4.2 Users of the Oliver James Care Phone Line understand that:

(a) We provide general advice and support only to Care Providers. We do not provide Care ourselves, nor do we provide specific instructions or directions over the management and/or facilitation of Care by Carers;

(b) We do not guarantee the suitability of any Care Giver who may be suggested verbally over the phone or provided by email after a conversation with a Care Seeker. All other limitations to our service as previously outlined apply.

(c) A Care Consultation is intended only to help Care Providers provide a Shift Description to Carers, it is not intended to deliver, or in any way assist with the creation of, a plan for the Care itself.

(d) Where an email address or postal address is provided we may confirm personal details of the Care Seeker and information provided about the care services required including the details of Carers who may be suitable. The Care Seeker understands that in providing their contact details they accept that Oliver James Care may transmit this information by email or by alternative means to Carers and understand the associated confidentiality risks.

8.5 Copyright

8.5.1 All material on the Our Service, or provided in paper form, is protected by copyright. You may view pages of the Website and the Platform on a screen and may print or download extracts of them for your own personal use.

8.5.2 You may supply a copy of any such extract to any third party provided that:

(a) the extract is for their own personal use;

(b) the extract is not supplied as part of or included in another work, website, platform or publication;

(c) the extract is not supplied either directly or indirectly in return for commercial gain; and

(d) the third party is made aware that the source of the copy is Our Service and that these terms and conditions apply equally to them.

8.5.3 No part of Our Service may be reproduced, transmitted to, or stored on any other website or in any other form of electronic medium without our express written consent.

8.5.4 No content produced on Our Service, provided by letter, article, newsletter, pamphlet, leaflet, booklet, flier or other marketing or promotional content may be reproduced, transmitted to, or stored on any other website or any other form of electronic medium or used by any other company in paper form without our express written consent.

8.6 Content of Our Service and other resources

8.6.1 We will use our reasonable endeavours to ensure that the information on Our Service is accurate and complete. We do not, however, give any warranty as to the accuracy or completeness of that information or the accuracy of any information provided by Users (including, without limitation, Registration Data).

8.6.2 Our Service, our paper content and promotional materials includes content, services and hypertext links to websites owned, operated, controlled and/or provided by third parties ("**Third Party Content**").

8.6.3 Your use of any Third Party Content may be subject to the relevant third party's terms and conditions and it is your responsibility to make yourself aware of those terms and conditions. We will not necessarily see or be aware of any enquiries that you submit to any third parties who provide Third Party Content.

8.6.4 We have no control over or proprietary interest in any Third Party Content. We do not give any promises about the quality, security, accuracy or any other aspect of any Third Party Content, and exclude any and all liability arising from your use of them.

9. Our Privacy Policy

9.1 Personal Information

9.1.1 When you use Our Service you may be required to provide us with personal information about you such as your name, address, date of birth, telephone numbers and email address ("**Personal Information**"). We are committed to protecting your privacy, and will only use your Personal Information in accordance with the Data Protection Act 1998 and any other relevant laws and regulations.

9.1.2 You are entitled by law to ask for a copy of your Personal Information at any time by writing to us at the postal or email address set out in clause 1. We may charge you a fee for this which may not exceed £10. You are entitled to ask us to correct or update your Personal Information at any time by contacting us at the address above.

9.1.3 Personal information provided to us over the phone may be stored in our systems. Content requested may be transmitted electronically to addresses provided and this is done so at your own risk and you understand these risks.

9.2 Uses made of the Personal Information

9.2.1 We (and our representatives) may use your Personal Information for the purposes of:

- (a) carrying out our obligations under these Terms;
- (b) authorising payments and/or a bill or receipt to you;
- (c) maintaining the account you hold with us;
- (d) ensuring that Our Service is presented in the most effective manner for you and your computer or mobile device;
- (e) providing you with information, products and/or services that you request from us or which we feel may interest you, where you have consented to be contacted for such a purpose;
- (f) notifying you about a change to Our Service and/or the Tools; and
- (g) record-keeping and tracking your use of Our Service including through the use of cookies (see clause 9.4).

9.2.2 If you do not want us to contact you in the way set out at 9.2.1(e) you can "opt out" by indicating this when submitting email forms on the Website or by emailing us at any time at the address set out in clause 1.2 of these Terms.

9.3 Disclosure of your information

9.3.1 You consent to us (and our representatives) disclosing your Personal Information to third parties:

- (a) in the event that we sell or buy any business or assets, in which case we may disclose your Personal Data to the prospective seller or buyer of such business or assets;
- (b) if we are under a duty to disclose or share your Personal Information in order to comply with any legal obligation, or in order to enforce or apply such other terms as apply to our relationship, or to protect the rights, property, or safety of our customers, ourselves or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction; and
- (c) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Platform.

9.4 Cookies

9.4.1 Certain parts of Our Service use “cookies” to keep track of your visit and to help you navigate between sections. A cookie is a small data file that certain websites store on your computer’s hard-drive when you visit such websites. Cookies can contain information such as your user ID and the pages you have visited. The only personal information a cookie contains is information that you have personally supplied.

9.4.2 We use cookies on Our Service to enable us to deliver content that is specific to your interests and gives us an idea of which parts of Our Service you are visiting and to recognise you when you return to Our Service. Our cookies do not read data from your computer’s hard-drive or read cookies created by other websites that you have visited.

9.4.3 You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. If, however, you select this setting you may be unable to access certain parts of Our Service. Unless you have adjusted your browser settings so that it will refuse cookies, our system will issue cookies when you access Our Service.

9.4.4 Please note, providers of Third Party Content may also use cookies over which we have no control.

9.5 Security

9.5.1 Our Service has numerous security measures in place to protect the loss, misuse and alteration of information under our control, such as passwords and firewalls. We cannot, however, guarantee that these measures are, or will remain, adequate. We do, however, take data security seriously and will use our reasonable endeavours to protect the integrity of your Personal Information.

9.5.2 If you register to use Our Service, in particular if you have an account with us, you may be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. You will be responsible for all activities that occur under your password. If you know or suspect that someone else knows your password you should notify us immediately at the address provided in clause 1 above. If we have reason to believe that there is likely to be a breach of security or misuse of Our Service, we may require you to change your password or we may suspend your account until your identity has been verified and the account has been satisfactorily secured.

9.5.3 Our Service may, from time to time, contain links to and from other websites. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

10. Our Liability

10.1 You acknowledge that where you agree to provide Care or to engage a User to provide Care this is an agreement between you and the other User and we shall not be a party to that agreement or have any liability in relation to it. It is each User’s obligation to assess the nature of any agreement they enter into with a Care Seeker or Care Giver for themselves.

10.2 Subject to clause 7, you shall not involve us in any proceedings or other dispute between you and the other User and you agree to indemnify us and hold us harmless against any loss, damage or costs we incur as a result of becoming involved in any dispute between you and another User.

10.3 Our liability for losses you suffer as a result any breach of these Terms by us is strictly limited to:

10.3.1 if you are a Care Seeker and the breach is in respect of particular Care Contract, the Commission received by us in respect of that Care Contract; or

10.3.2 in any other case, £100.

10.4 We are not responsible for indirect losses (even if foreseeable) which happen as a side effect of the main loss or damage and even if such losses result from a deliberate breach of these Terms by us that would entitle you to terminate the contract between us. We shall not be liable for:

10.4.1 loss of income or revenue;

10.4.2 loss of business;

10.4.3 loss of profits or contracts;

10.4.4 loss of anticipated savings;

10.4.5 loss of data; or

10.4.6 waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise.

10.5 Nothing in these Terms shall limit in any way our liability for:

10.5.1 death or personal injury caused by our negligence;

10.5.2 fraud or fraudulent misrepresentation; or

10.5.3 any other matter for which it would be illegal for us to limit or exclude, or attempt to limit or exclude, our liability.

11. Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on Our Service. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. Notices

All notices given by you to us must be given to the address or email set out at clause 1 above. We may give notice to you at either the email or postal address you provide to us when registering (or such updated email address or postal address as you may provide to us from time to time via the section of the Platform which allows you to update your registration details). Notice will be deemed received and properly served immediately when posted on the Platform, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such e-mail was sent to the specified email address of the addressee.

13. Transfer of Rights and Obligations

You may not transfer, assign, charge or otherwise dispose of your interest in the contract between us, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge or otherwise dispose of our interest in the contract, or any of our rights or obligations arising under it, to any person who acquires the whole or the relevant part of our business.

14. Events Outside Our Control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (a “Force Majeure Event”).

14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

14.2.1 strikes, lock-outs or other industrial action;

14.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

14.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

14.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

14.2.5 impossibility of the use of public or private telecommunications networks; or

14.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

14.3 If a Force Majeure event arises that prevents us from performing our obligations under these Terms, such performance shall be deemed to be suspended for the period that the Force Majeure Event continues and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event.

15. Waiver

15.1 If we fail, at any time, to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

15.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

16. Severability

If any of these 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.

17. Entire Agreement

17.1 These Terms and any document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us.

17.2 We each acknowledge that, in entering into these Terms, neither of us relies on any statement, representation, assurance or warranty (“*Representation*”) of any person (whether a party to these Terms or not) other than as expressly set out in these Terms.

17.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in these Terms.

18. Our Right to Vary These Terms

18.1 We have the right to revise and amend these Terms from time to time without notice to you.

18.2 You will be subject to the policies and these Terms as in force at the time that you post, apply for or accept Care, or otherwise use Our Service, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to previous posts for Care, and Care applied for or accepted by you).

19. Law and Jurisdiction

These Terms, their subject matter and their formation, and any associated non-contractual disputes or claims are governed by English law. You and we both agree to the exclusive jurisdiction of the English courts.

20. Non-solicitation & employment by a Care Seeker

20.1 A User who is a Care Seeker shall not within 12 months after the later of receiving contact details of a Care Giver and last engaging the Care Giver, employ or engage (as an independent contractor or on any other basis), or offers to employ or engage, in any way any Care Giver who that Care Seeker identified through the Our Service, whether to perform Care or for any other reason, other than via Our Service and in accordance with these Terms;

20.2 A User who is a Care Giver shall not, within 12 months after the later of receiving contact details of a Care Seeker and last providing Care for the Care Seeker become employed or engaged (as an independent contractor or on any other basis) or offer to become employed or engaged, in any way by any Care Seeker who that Care Seeker identified through Our Service, whether to perform Care or for any other reason, other than via Our Service and in accordance with these Terms except subject to 20.4.

20.3 Clauses 20.1 and 20.2 do not apply where you came into contact with the User other than through Our Service and were not aware, and could not reasonably have been expected to be aware, that that person was a User.

20.4 Where a Care Giver wishes to become employed by a Care Seeker, they will make a payment to us directly that will be set our discretion, but will not exceed £500

20.5 If you breach clauses 20.1 or 20.2 you shall disclose to us all details relating to the agreement between you and the other User and you shall make payment to us of the Fee that would otherwise have been payable had you engaged (or been engaged by) the User through Our Service in accordance with the Terms. In the case where both the engaging and engaged parties are liable under this clause 20.5, liability shall be joint and several.

Care Giver Terms

These additional terms (the “**Care Giver Terms**”) shall apply, in addition to the Terms, to any User using Our Service as a Care Giver.

Any term defined in the Terms shall have the same meaning under these Care Giver Terms.

1. Status

Nothing contained in these Care Giver Terms shall render the relationship of the Care Giver to us as that of an employee, worker, agent or partner and the Care Giver shall not hold him or herself out as such. Carers acknowledge that any Care provided by them to any Care User is provided in their capacity as independent self-employed contractor engaged by the relevant Care Seeker. If, notwithstanding this provision, a Care Giver becomes an employee, worker, agent or partner of ours by function of law or is otherwise deemed to be so by the relevant authorities then that Care Giver shall pay or reimburse any tax or national insurance payments due from us to the relevant authorities and shall indemnify us for any loss suffered or cost incurred as a result. In the event that a Care Giver becomes an employee, worker, agent or partner of the Care Seeker by function of or law or is otherwise deemed to be so by the relevant authorities, the Care Giver acknowledges and accepts that Oliver James Care shall not be liable for any taxes, charges, penalties or other costs which arise as a result. It is the obligation of the Care Giver to assess the nature and status of any agreement they enter into with a Care Seeker for themselves.

2. Providing Care

2.1 In order to operate as a Care Giver you must:

2.1.1 submit an application to us in the manner set out on the Website;

2.1.2 attend a meeting (virtual or in person) or call with us to discuss your application; and

2.1.3 submit to us the necessary documents for the purpose of undertaking background checks on you.

2.2 We retain absolute discretion as to whether to invite you for a meeting, submit your details for background checks or otherwise permit you to operate as a Care Giver.

2.3 You acknowledge that we provide only Our Service through which you may connect with Care Providers, arrange appointments for Care and receive the Fees. In the event you are successfully selected to operate as a Care Giver, you acknowledge that it is at the Care Providers’ absolute discretion as to whether or not you are selected to provide Care and that we provide no guarantee that any opportunities to provide Care will be available to you through the Platform.

2.4 Notwithstanding clause 2.3 above, your ‘placing’ on searches made by Care Providers of the database of Carers on the website is at our absolute discretion.

2.5 Where you receive one or more requests to provide Care from Care Providers, you shall promptly consider the requests, decide which, if any, to accept and notify each Care Seeker accordingly via the Platform or notify us by phone, text or email.

2.6 If you choose to accept any of the Care Assignments, you shall confirm such acceptance via the appropriate tool on the Platform or to us directly.

2.7 You acknowledge that we do not check or verify any details submitted by Care Providers and that we cannot guarantee that the information provided in their profiles

or description of Care required are correct. Where information relating to a Care Seeker is provided by us to you, this information is, to the best of our knowledge and belief, an accurate representation of information provided by the Care Seeker, however, you should verify this information with the Care Seeker before commencing a Care Assignment.

3. Ratings

3.1 Care Providers may provide ratings in respect of the quality of the Care provided by you ("**Ratings**"). Ratings may relate to a number of different aspects of the Care, such aspects to be determined by us and changed at our discretion from time to time without notification to you. Ratings shall be provided by Care Providers through the Platform where they will be processed automatically to formulate a ratings score for you, which will reflect the average of all Ratings received in relation to Care provided by you. We may also submit Ratings received from Care Providers other than through the Platform.

3.2 We do not have control of the Ratings and provide no guarantee that they accurately represent the quality of Care that you have provided. We do not regularly monitor the Care provided by you other than occasional contact with selected Care Providers to discuss the quality of Care received by them.

3.3 We reserve the right to moderate Ratings or other feedback if we feel it may be inaccurate, inappropriate or constitute abuse or misrepresentation for any reason. You accept the Ratings provided by Care Providers as reflective of their opinion and have no right or recourse to us or to Care Providers should their opinion adversely impact the number of Care Assignments you receive and subsequent earnings you achieve from using the Services. You agree not to contact Care Providers regarding Ratings provided by them.

4. Payment

4.1 Subject to clause 5.3.6 of the Terms, it is your obligation to determine the appropriate VAT treatment for the supplies of Care by you to a Care Seeker and, where applicable, to charge VAT at the appropriate rate.

4.2 In order to receive payment, we will, on your behalf, arrange an account with the Platform's payment service provider, currently Stripe Payments Europe Limited ("**SPEL**"), (such account referred to hereafter as a "**User Account**"). We give no assurance as to the suitability or appropriateness of SPEL or their products and services.

4.3 For the first transaction each month, SPEL will deduct a fee of £2 (at time of writing), to cover their cost of your account, should it be used. Oliver James Care have no financial interest in this process. This charge will be deducted from your income from that transaction. You agree to accept this charge.

4.3 In compliance with clause 5.3.5, under no circumstances will you agree with a Care Seeker that any payment or other form of consideration for the provision of Care shall pass between you and that Care Seeker except via the Platform unless expressly agreed by us. In the event that you and a Care Seeker wish to agree that additional payment should be made in respect of expenses incurred by you (for example in respect of purchases made on behalf of a Care Seeker) it is for you to determine the most appropriate method of payment and not our responsibility.

4.4 Where it is discovered that a Care Seeker has made an overpayment to your User Account via the Platform, you agree to promptly repay the overpaid amount or amounts to the Care Seeker from your User Account. Where such a repayment is made by you to

a Care Seeker, we shall refund the associated Commission, calculated on a pro rata basis, to the Care Seeker's User Account.

5. Registration Data

5.1 You agree that your Registration Data will be shared with Users who are looking for Care which we consider you may be able to provide.

6. Obligations on Carers

6.1 You accept that we may carry-out the following background checks on you:

6.1.1 enhanced DBS (Disclosure and Barring Service) checks;

6.1.2 identity checks;

6.1.3 right to work and documents check (including but not limited to; passport, driving license and visa);

6.1.4 adverse history check;

6.1.5 employment history checks; and

6.1.6 reference checks, both professional and personal.

6.2 You will provide to with any references and vetting information which we may require and you recognise that you will not become a Registered User until all checks have been satisfactorily completed by us. You further recognise that we may in our absolute discretion decline to register you if you fail our vetting checks, any stage of our application process or for any other reason.

6.3 You will provide accurate Registration Data and other information and keep the information you provide on the Platform up to date at all times including, in particular, your profile information and your availability to provide Care.

6.4 You will monitor your account regularly and will respond promptly to any contact from us or from Care Providers.

6.5 You will not provide medical care or advice to any Care User.

6.6 You will provide Care in accordance with any terms agreed with the relevant Care Seeker(s), subject to the Mandatory Terms set out at clause 5.3 of the Terms.

6.7 You will submit accurate timesheets through, and in the format prescribed by, the Platform detailing the time spent delivering Care as well as any incurred expenses.

6.8 You understand that the timesheet you provide automatically generates your invoice for work complete and submitted directly to the Care Seeker. Failure to provide accurate timesheets therefore may result in incorrect payments being obtained from the Care Seeker.

6.9 You will keep information about other Registered Users confidential.

6.10 You will abide by all relevant Carer Standards and the "National Dignity Council "10 Dignity Do's".

6.10.1 In this regard you should read these guidelines and understand the concerns, complaints and abuse procedures.

6.11 You will maintain active public liability insurance and make access to this policy and means of verification by the care home or by us available within 2 hours of our written or verbal request

7. Safety

7.1 We do not verify the Registration Data of any Care Providers and we are not responsible to you should any User give inaccurate information to you. You are responsible for your own personal safety when meeting a Care Seeker and you agree

that such contact is at your own risk and that we are not responsible for anything that arises as a result of such contact.

Care Seeker Terms

These additional terms (the “**Care Seeker Terms**”) shall apply, in addition to the Terms, to any User using Our Service as a Care Seeker.

Any term defined in the Terms shall have the same meaning under these Care Seeker Terms.

1. Obligations on Care Providers

1.1 In the event that you are requesting Care from a Care Giver on behalf of a third party, you warrant and represent that you are otherwise sufficiently legally authorised to act on behalf of the Care User in obtaining Care on their behalf. We may at our sole discretion require you to provide us evidence that you have sufficient consent or other legal authority to act on behalf of the Care User. In event that we reasonably believe that you are acting for a third party without adequate consent or other legal authority we may, at our sole discretion, immediately terminate your use of Our Services and notify the relevant public authorities.

1.2 In order to request Care from a Care Giver, you must provide, or make available to them through the Platform, your Registration Data and a description of the Care required (the “**Shift Description**”).

1.3 We shall provide you with details on how to prepare your Shift Description through the Our Service and/or by way of a Care Consultation. Both the Registration Data and the Shift Description must contain true, accurate, current and complete information about you and about the Care required by you, including the nature of the Care, the location and the time when it is required.

1.4 A Care Seeker who has difficulty using the online tools may use the Oliver James Care Phone Line to provide the Registration Data.

1.5 You agree that your Registration Data and Shift Description will be shared with Carers registered with the platform or with whom you initiate communications and contract for the provision of Care.

1.6 If you select a Care Giver to provide you or a Care User with Care, that Care will be provided on the basis of an agreement between you and the Care Giver. Nothing contained in these Care Seeker Terms shall render the relationship of the Care Giver to us as that of an employee, worker, agent or partner. It is your responsibility to assess the nature of any agreement you enter into with a Care Giver. We shall not be held responsible nor be liable in the event that a Care Giver becomes an employee, worker, agent or partner of the Care Seeker by function of or law or is otherwise deemed to be so by the relevant authorities.

1.7 While you and the Care Giver are free to agree the terms of your agreement between you, we recommend that:

1.7.1 You provide a safe working environment in which the Care Giver can provide the Care;

- 1.7.2 You warrant that your service or the Service you represent is regulated by the Care Quality Commission or equivalent regulatory body in your geography
- 1.7.3 You agree that the Care Giver will not be requested to provide services beyond that agreed in the Care Contract. If the actual requirements do not match the Care agreed upon in the Care Contract, you understand that a Care Giver may refuse to continue providing Care and that providing services beyond that agreed upon may put the Care User in danger;
- 1.7.4 You do not cancel bookings regularly or deliberately, in a way that could prevent the Care Giver from accepting other Care Assignments;
- 1.7.5 You accept that should you cancel an accepted shift less than 24 hours before it is due to start and more than 2 hours since it was accepted by the Care Giver, a payment of 50% of the total shift cost will be chargeable
- 1.7.6 You ensure the Care Giver is granted license to access and use your premises in order to perform the Care Assignment and you accept full responsibility for ensuring you have sufficient authority and adequate insurance cover for a Care Giver to provide Care at your site (or other premises as the case may be);
- 1.7.7 You are not physically or verbally abusive towards any Care Giver. This includes all behaviour that might make a Care Giver feel in danger, irrespective of whether any actual violence or threat of violence occurs;
- 1.7.8 You ensure the duties the Care Giver is requested to perform are also safe by considering the health and safety implications of these tasks. As such you will not request the Care Giver to perform duties which a reasonable person would consider undermine their personal safety or pose a risk of injury to themselves, or someone else;
- 1.7.9 You agree to provide any Care Giver delivering Care to you with adequate rest breaks and respite as appropriate or as requested by them.
- 1.7.10 You do not request the Care Giver to carry out any duties they are not suitably qualified to do so, administer medical care or undertake any invasive medical procedures;
- 1.7.11 You inform us of any circumstances where you believe the skill, integrity or ability of the Care Giver is in doubt in the provision of the Care. Any such reports will remain strictly confidential between us and you to the extent allowed by law; and
- 1.7.12 You agree that if you allow or request the Care Giver to use any vehicle in the course of the provision of Care, you do so entirely at your own risk.
- 1.8 You acknowledge that we provide only Our Service through which you may find a Care Giver, arrange appointments for Care and through which you may make payment of the Fee to the Care Giver. We provide no guarantee that you will identify any suitable Carers through the Platform who are willing to provide the Care you require and you acknowledge that it is at the sole discretion of each Care Giver whether to accept or reject a Care Assignment for any reason.
- 1.9 You acknowledge and agree that consideration for the Our Service shall be by way of the Commission which we shall deduct automatically from the Fee, using the payment tools on the Platform. The Fee shall be collected by us as agent for and on behalf of the Care Giver and shall be paid to the Care Giver in accordance with these Terms. The Commission deducted by us shall be exclusive of VAT and, where applicable, VAT will be charged by us in addition.
- 1.10 In order to make payment of the Fee and the Commission, you must provide payment card details to enable payment for Services. While reasonable steps are taken to protect the safety of this information, you acknowledge that we do not warrant, in any fashion, an account with the Platform's payment service provider, currently Stripe

Payments Europe Limited (“**SPEL**”), (such account referred to hereafter as a “**User Account**”). We give no assurance as to the suitability or appropriateness of SPEL or their products and services. We do not store the payment card data on our platform, it is stored by SPEL.

1.11 You will be responsible for checking and confirming the accuracy of the timesheets submitted to you by the Care Giver through the Platform, which form the basis of your Invoice from them. These will be provided to the registered email address on the account as provided in your Registration Data.

1.12 You understand that you have 72 hours from receipt of an invoice to review it. At which time the Oliver James Care platform will automatically authorise the payment of these invoices.

1.13 On paying an invoice your payment is sent directly to Your Care Giver. As such you understand that failure to review the timesheets and invoices and query any amounts paid means we cannot guarantee these payments will be returned.

1.14 Selection of a suitable Care Giver is entirely at your discretion. We provide no guarantee that Carers who are prepared to provide the Care will be suitable for your requirements and it is your responsibility to select or reselect as the case may be an appropriate Care Giver to meet your requirements

1.15 We may, at our absolute discretion, refuse to continue allowing you to book Care from Carers who list their services on the Platform.

1.16 We hold no responsibility for the quality, timing, legality, failure to provide or any other aspect whatsoever relating to the Care provided and how it is performed by Carers, nor as to the integrity, responsibility or the actions or omissions of any Users.

1.17 All carers may have their care insurance policy periodically checked. However, you hold full responsibility for verifying that any Care Giver providing you with Care holds sufficient insurance cover for the provision of such Care. Care Seekers have a right to receive, from a Care Giver, evidence of an active public liability insurance policy and provision, via the Care Giver, of any information required to verify the policy’s existence