

Terms & Conditions

Part 1

1.

General Terms applicable to all users that access the site

1.1.

What these terms cover. These are the terms and conditions, updated from time to time, that apply when you use the services available on our site. In accessing our site, you confirm i) that you are expressly and duly authorised to accept these terms and conditions and ii) that you accept these terms and agree to be bound by them.

1.2.

Why you should read them. Please read these terms carefully before accessing our site. These terms tell you who we are, what we do and do not do, what we charge for, what to do if there is a problem and other important information.

1.3.

How these terms are written

- a. Part 1, of these terms applies to all users of the site.
- b. Part 2 applies only to Regulated providers of healthcare who are regulated by the Care Quality Commission (CQC) ("Customers"), such as but not limited to, care homes, hospitals, domiciliary, prisons.
- c. Part 3 applies only to Independent Health Care Providers, such as but not limited to, qualified nurses & support care workers.
- d. Therefore, if you are a "Customer" as defined in 2.1 then Parts 1 and 2 together make up the Terms that apply to you and if you are an "Independent Health Care Provider" you are concerned with Parts 1 and 3 only.

2.

Definition of terms

2.1.

"Customers." A Customer is a provider of healthcare which is regulated by the Care Quality Commission ("CQC"), such as but not limited to, care homes, hospitals, prisons & domiciliary.

2.2.

"Independent Health Care Provider." An Independent Health Care Provider is a self-employed provider of health care services, such as but not limited to, qualified nurses & support care workers.

2.3.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

2.4

"You." "You." In Part 1 corresponds to any user of the platform. In Part 2 it corresponds to a "Customer" and in Part 3 an "Independent Health Care Provider."

3.

Information about us and how to contact us

3.1.

Who we are. We are **AMAZING HEALTHCARE SERVICES LTD** as "Smartlystaffing" - a company registered in England and Wales. Our company registration number is **09455901** and our registered office is at Crown House 27 Old Gloucester Street, London, WC1N 3AX.

3.2.

How to contact us. You can contact us by telephoning our team at 08000314347 during office hours or by writing to us at info@smartlystaffing.co.uk

3.3.

How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you notified to us.

4.

Our contract with you

4.1.

In accessing our site, you are accepting our terms and agree to be bound by them. If we are unable to accept your application to use our site for any reason, we will aim to inform you of this in writing. We reserve the right at any time and at our own discretion to remove your access without notice.

4.2.

Our site is directed to people residing in the United Kingdom. We do not think the content available on or through our site is appropriate for use or available in other locations.

5.

Our services

For the purposes of the Conduct of Employment Agencies and Employment Business Regulations 2003 (the "Regulations"), we are not an employment agency or employment business and we do not introduce or supply work-seekers to hirers or hirers to work-seekers.

5.1.

Our online platform ("Platform") is a marketplace that allows Customers to post ad hoc rota job vacancies within the healthcare industry ("Vacancies"), for Independent Health Care Providers to see and apply for those vacancies, and for Customers to contract directly with an Independent Health Care Provider of their choice.

5.2.

We do not act as an employment agency nor are we an employment business.

5.3.

Customers are solely responsible for reviewing all applications submitted for any vacancies they post and for negotiating and agreeing all terms and arrangements relating to them. We shall have no responsibility for any engagement or employment decisions agreed by any Independent Health Care Provider with any Customer.

5.4.

You agree that we have no obligation to pay any Independent Health Care Provider for services rendered by them to Customers. We do, however, facilitate the payment of sums due from Customers to Independent Health Care Providers by providing users with access to our on-line payment platform. We do not charge to use the payment platform but we reserve the right to in the future.

6.

Formation of contract between a Customer and Independent Health Care Provider

6.1.

When an Independent Health Care Provider confirms to a Customer via the Platform that he/she is willing to undertake a Vacancy as described by the Customer, and the Customer confirms via the Platform that they agree to appoint the Independent Health Care Provider to fill the Vacancy they should then put in place an engagement contract to formalise what has been outlined when using the platform.

For the avoidance of doubt we are not a party to any engagement contract or any other similar documentation between a Customer and an Independent Health Care Provider and act only as a disclosed agent for both Customers and Independent Health Workers in communicating some key terms of the agreement such as but not limited to, rate of pay, date, engagement length, location of engagement, break length and description to allow them to enter into an engagement contract or other agreement.

6.2.

Customers may elect to cancel a request for services or goods from an Independent Health Care Provider at any time prior to such Independent Health Care Provider's arrival, in which case you may be charged a cancellation fee. In the event that a Customer confirms a shift with an Independent Health Care Provider on the platform and does not cancel at least four hours before its start time and an Independent Health Care Provider arrives for the shift and the Customer decides that the Independent Health Care Provider is no longer needed they will be liable to pay Independent Health Care Provider for an equivalent of a minimum of four hours work. Information relating to the frequency and timeliness of cancellations by a Customer will be visible to Independent Health Care Providers in the Customer's profile when they post a Vacancy.

6.3.

Information relating to the frequency and timeliness of cancellations by an Independent Health Care Provider will be visible to Customers in the Independent Health Care Provider's profile when reviewing applications for a posted Vacancy. The cancellation by an Independent Health Care Provider may result in their use of the Platform being terminated at our own discretion.

7.

Use of our site and platform

7.1.

Your use of our site and Platform is subject to your acceptance of, and compliance with, these terms and conditions and to the following additional terms, which also apply to your use of our site:

- a. Our Privacy Policy, which is available on our site and sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- b. Our Cookie Policy (located in our Privacy Policy), which sets out information about the cookies on our site.

7.2.

We are the owner or the licensee of all intellectual property rights on our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

7.3.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation, if applicable, to content posted on our site.

7.4.

You must not modify the paper or electronic copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

7.5.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

7.6.

You must not use any part of the content on our site for commercial purposes without obtaining written approval from us using contact details as per 3.2.

7.7.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

7.8.

We may update and change our site from time to time. We will try to give you reasonable notice of any major changes and by continuing to use the platform you will have been deemed to accept any changes.

7.9.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any planned suspension or withdrawal.

8.

User generated content

8.1.

Our site may include information and materials uploaded by other users of the site, including to blog and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

8.2.

If you wish to complain about information and materials uploaded by other users please contact us using the information provided in 3.2.

8.3.

By submitting, posting or displaying user generated content on our Platform, you grant us a worldwide, non-exclusive, irrevocable, perpetual, royalty-free license to reproduce, adapt, distribute and publish such user generated content through our service. We reserve the right to refuse to accept, post, display or transmit any user generated content in our sole discretion and shall comply with the Data Protection Act 1988 in relation to sensitive personal data. We may review and remove any user generated content that, in our sole opinion, (i) violates these Terms or applicable laws, rules or regulations, (ii) is abusive, disruptive, offensive or illegal, or (iii) violates the rights of, or harms or threatens the safety of, other users of the site. We reserve the right to prevent further access to the site for violating the Terms, or applicable laws, rules or regulations.

9.

Websites that links to our site

9.1.

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approved by us to those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

10.

Viruses

10.1.

We do not guarantee that our site will be secure or free from bugs or viruses. You agree that we are not liable for any bugs or viruses on our site.

10.2.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own anti-virus software.

10.3.

You agree to not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

11.

Termination. This Agreement shall continue unless terminated:

11.1.

This Agreement shall continue unless terminated:

- c. by us with immediate effect following any breach of this agreement by you which, in our reasonable opinion, is not capable of remedy; or
- d. by 7 business days' written notice by us, Amazing Health Care Services Ltd in the event of any breach of this agreement, which is, in our reasonable opinion, capable of remedy and which is not remedied within 15 business days after an earlier notice requiring you to do so; or
- e. by written notice with immediate effect by us and without liability on our part in good faith we consider for any reason that (i) you may not meet your obligations to us, or (ii) the information you provide or any details contained in them are misleading, inappropriate or untruthful;
- f. by written notice with immediate effect by either party if the other party shall become insolvent within the meaning of the Insolvency Act 1986, becomes bankrupt, applies for, or has made against it a receiving order, or makes any composition with its creditors or an administration order or if an order is made or resolution passed for the winding up of that party or that party passes a resolution to cease trading or actually ceases trading.

12.

Privacy

12.1

You agree that any and all personal information you provide to us may be collected, stored, processed and used in accordance with our current Privacy Policy.

13.

Other important terms

13.1.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

13.2.

Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

13.3.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

13.5.

Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

14.

Data protection

14.1.

In this clause 14, the terms "data subject" and "process" have the meanings given to them in the Data Protection Act 1998 ("DPA").

14.2.

Each party warrants to the other that, it shall comply with all requirements of the DPA.

14.3.

You agree to keep all information relating to a user confidential and you will not use this information for any purpose other than to arrange for a user to supply or receive services via our Platform.

14.4.

You warrant and undertake that in respect of Personal Data (as defined in the DPA)

- g. you will act only on our instructions in relation to the processing of any Personal Data in connection with this Agreement;
- h. you have appropriate technical and organisational measures in place to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data held or processed by you. You also warrant to have taken reasonable steps to ensure the reliability of any of staff who have access to Personal Data processed in connection with this Agreement.

14.5.

You will inform us immediately of any correspondence it may receive relating to Personal Data or any complaint from an individual about the processing of Personal Data in connection with this Agreement.

14.6.

You will not transfer any Personal Data to any country outside of the European Economic Area without our prior written consent.

14.7.

You will notify us immediately of any loss or compromise of Personal Data processed by you in relation to this Agreement.

Part 2

15.

Terms Specific to Customers

15.1.

You acknowledge that we do not employ any Independent Health Care Providers and that nothing in this Agreement shall in any way constitute any Independent Health Care Provider as an employee or worker of ours. You acknowledge that we do not recommend or suggest any Independent Health Care Provider to you, and the only checks we make on them are those provided for in clause 15.3.

15.2.

You acknowledge and agree that we have no obligation vet and evaluate the suitability, qualifications and credentials of any Independent Health Care Provider identified through our Platform or who applies to fill a Vacancy through our Platform, nor to ensure their suitability for any Vacancy. It is for the Customer and each Independent Health Care Provider to agree any the terms of any appointment. Any contract entered into, whether a contract for services, employment contract or any other document, will be entered into between the Customer and the Independent Health Care Provider directly. We play no part in the negotiation of such contracts.

15.3.

You acknowledge that we take reasonable steps to carry out the following checks in relation to Independent Health Care Providers:

- i. telephone or in person interview to assess appropriate experience and English language skills
- j. obtain two references from previous employment in the healthcare industry
- k. conduct a visual check of uploaded mandatory training certificates
- l. for registered nurses, we review the NMC registration database for restrictions on practice – where any restrictions are noted then we will highlight these in their profile that is visible to Customers;
- m. view copies of DBS certificates and, if available, check their status on the online DBS update service portal. If the Independent Health Care Provider is not registered for online updates, then we ask that DBS certificates must be less than 1 year old – any prior convictions that are noted will be highlighted in their profile that is visible to Customers;
- n. obtain an attestation by the Independent Health Care Provider that they have professional indemnity insurance
- o. conduct a right to work and ID check using Onfido (onfido.com/gb)
- p. for the avoidance of doubt the Customer acknowledges, and agrees that it is reasonable, that we may rely upon a third party global identification and verification service provided by Onfido (onfido.com/gb/) or other reputable such party to discharge certain of the steps set out above.

15.4.

You understand that currently the only Independent Health Care Providers on the platform are registered nurses and Support Care workers. Should this change in the future to cover other types of Independent Health Care Providers we will notify Customers and update these terms and the checks we perform accordingly.

15.5.

While we carry out the checks in 15.3 and review them from time to time, it is for Customers to carry out all necessary and appropriate checks, including but not limited to, identification, qualifications and previous experience, whether such checks are required by law or otherwise.

16.

Your obligations as a Customer

16.1.

You agree that, by posting a Vacancy on our Platform you authorise Independent Health Care Providers to search for, and to apply to fill, such Vacancies.

16.2.

You warrant to us that the description of any Vacancy submitted will be genuine, honest, truthful and accurately reflect the nature of the Vacancy in all respects, including, but not limited to, services required, location, rates of pay, necessary prior experience (if any), qualifications required (if any) and hours of work.

16.3.

You warrant to us that your description of any vacancy will not breach or directly or indirectly cause us to breach any anti-discrimination laws. Your description of any Vacancy and the criteria required for any Independent Health Care Provider to fill it will not discriminate on the grounds of race, gender, disability or other unlawful grounds.

16.4.

You will supply us with such information we require for Independent Health Care Providers from time to time via our in-built ratings system. If you have any reason to believe that an Independent Health Care Provider's experience or qualifications are not as detailed in their Platform profile or if you are dissatisfied with an Independent Health Care Provider's performance, you will notify us in writing as soon as possible.

16.5.

You acknowledge that Independent Health Care Providers will also be asked to provide feedback on you which will be visible in your profile to other Independent Health Care Providers.

16.6.

You agree that we have no obligation to pay any Independent Health Care Provider for services rendered by them to you. We do, however, facilitate the payment of sums due from you to them by providing you with access to our on-line payment platform. We do not charge for the use of our payment platform but reserve the right to in the future.

16.7.

You acknowledge that a summary view of the timeliness of approving timesheets and in making the payments to the Independent Health Care Providers will be visible in your profile to other Independent Health Care Providers.

16.8.

Prior to posting a shift, and in order for us to be able to facilitate in-platform payments via the third party provider, MangoPay (at mangopay.com), we will be required to onboard you and perform KYC/AML checks. To do this we may require some or all of the following:

For an individual:

- a. Name
- b. Email
- c. Date of Birth
- d. Nationality
- e. Country of Residence
- f. Home Address
- g. Proof of Identity (e.g. passport, driver's license, etc)

For a Company:

- h. Company Name
- i. Company Number
- j. Company Registered Address
- k. Share Holders Agreement
- l. Articles of Association
- m. Incorporation Certificate

16.9.

When posting a Vacancy to the Platform, you must, as a minimum, provide the following information:

- q. the specific location eg address and unit/floor/unit, at which any services are to be performed;
- r. the date and time at which the services are to commence and the duration for which they are required;
- s. the hourly rate which you offer the shift at;
- t. the number of hours of paid or unpaid break time to be taken;
- u. details of any experience, training, qualifications and any authorisations you consider are necessary, or which are required by law or by any professional body, in order to provide any services.

16.10.

You undertake and warrant to us that you are not a locum agency (whether acting as an employment agency or employment business or otherwise).

16.11.

Upon appointing an Independent Health Care Provider to fill a Vacancy you agree that you will:

- v. conduct all necessary or appropriate risk assessments relating to the performance of any services and notify the Independent Health Care Provider of any actual or potential risks;
- w. inform the Independent Health Care Provider of any applicable rules or policies relevant to the performance of any services or the location at which they are to be performed (including but not limited to health and safety, site and security policies, procedures and regulations);
- x. review the Independent Health Care Provider's completed timesheets as soon as possible, but no later than 72 hours after submission to the Platform, in order to verify the Independent Health Care Provider's days and hours of attendance. You are responsible for verifying and approving time sheets.
- y. Unless you notify us within 72 hours of their submission of any dispute, a time sheet shall be deemed to be conclusive evidence of satisfactory performance by the Independent Health Care Provider of the services detailed and the hours and days worked regardless of you having approved it in the Platform or not.

17.

Payments

17.1.

Upon agreement of a timesheet or after a timesheet has been submitted by an Independent Health Care Provider and it has not been processed by a Customer for more than 72 hours, an invoice will be generated and issued to the Customer on a weekly basis covering their total obligations. Upon receipt of funds into the Customer's wallet in our payment platform the funds will then automatically be transferred to the Independent Health Care Provider. By using the payment platform, we will not at any point hold these funds on our account.

17.2.

The fee payable to us, which will include VAT where applicable, will be incorporated within the weekly invoicing process.

18.

Acknowledgements by you and our responsibility for loss or damage suffered by you

18.1.

You acknowledge and agree that we do not employ or otherwise engage any Independent Health Care Provider nor do we exercise any control over what Vacancies they apply for or are offered by Customers on the Platform. We make no representation and give no warranty as to the suitability of any Independent Health Care Provider for any Vacancy and vice-versa. We do not supervise or exercise any control over the manner in which an Independent Health Care Provider performs any services. As a Customer, you acknowledge the forgoing and agree that you shall have sole responsibility for assessing the suitability of any Independent Health Care Provider, verifying his/her suitability for any Vacancy, verifying their experience and qualifications and insuring against them, and any relevant third parties in respect of or during or arising out of the period for which the Independent Health Care Provider is performing any services. You further acknowledge that it is the Customer's responsibility to ensure the Independent Health Care Provider is suitably insured for professional indemnity and public liability risks where required or desirable.

18.2.

You acknowledge that any contract for services relating to an Independent Health Care Provider is between the Customer (you) and the Independent Health Care Provider concerned. We have no responsibility for the quality of services performed by the Independent Health Care Provider nor is it our responsibility to resolve any disputes between you and them. The legal status of the Independent Health Care

Provider when working for you is for a Customer if for the Customer for you to agree and determine with them.

18.3.

For the purposes of the Payment Services Regulations 2009, we have the authority to act as an active commercial agent of the Customer. As such we will negotiate and conclude how payments are made to the Independent Health Care Provider on your behalf.

18.4.

We do not exclude liability for:

- z. death or personal injury caused by our negligence, our own fraudulent acts or omissions; or any other liability which cannot by law be excluded.

- 18.5.

We are not liable for:

- a. any losses arising from the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations of any Independent Health Care Provider, including, without limitation, any lack of skill or qualification; or
- b. any losses arising from the theft, destruction, deletion or damage of or to any data, computer systems possessions or materials by an Independent Health Care Provider;
- c. any special, indirect or consequential damages or loss; or
- d. any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure by us to perform any obligations under this Agreement.

18.6.

Our total liability in respect of any breach of this Agreement shall not exceed the amount of cover provided for from time to time under our professional indemnity insurance.

18.7.

You hereby agree to indemnify and keep us indemnified against any losses incurred by us out of any breach of this Agreement by you.

18.8.

You agree to indemnify, defend and hold us and our directors and employees harmless from and against any and all claims, losses, expenses or demands of liability, including reasonable legal fees and costs incurred by us in connection with

any claim by a third party (including an intellectual property claim) arising out of: (i) the content you submit, post or transmit through our Platform, or (ii) your use of our Platform or the Service in violation of these Terms or in violation of any applicable law.

18.9.

If a Customer has any concerns about the behaviour or practice of an Independent Health Care Professional then they should escalate their concerns as per their local policy. Customers must inform us of any on going concerns, allegations or investigations involving an Independent Health Care Professional sourced through the Smartly staffing platform.

Part 3

19.

Terms specific to Independent Health Care Providers

19.1.

We recommend that Independent Health Care Providers check the identity of the Customer and the nature of its business, the commencement date and duration of the position, the position to be filled including type of work, location, hours and risks to health and safety, experience, training, qualifications and authorisation which the Customer considers necessary or are required by law or otherwise to undertake the position, or whether there are any requirements imposed by law or otherwise for you to satisfy before applying for any posted vacancy.

19.2.

You are solely responsible for all applications submitted by you for vacancies and for negotiating and agreeing all terms and arrangements relating to them. We shall have no responsibility for any engagement or employment decisions agreed by you with a Customer.

19.3.

You are required to submit your timesheet via the Platform to the Customer as soon as possible after you have finished a shift. Until you submit a timesheet there is no obligation upon the Customer to pay you.

19.4.

We have no obligation to pay you for services rendered to a Customer by you. We do, however, facilitate the payment of sums due to you by providing Customers with

access to our on-line payment platform. We do not charge you to use the platform but we reserve the right to in the future.

19.5.

You confirm that should you be offered a more permanent role with a Customer you have been introduced to via the platform that you will tell us in writing. Failure to inform us may be considered a breach of contract and result in you being removed from the platform.

19.6.

In order to use our service and access the platform, you will need to register an Independent Health Care Provider profile ("Profile") with us. You are responsible for the contents of your Profile and you warrant to us that all and any information contained in it is true, accurate and not misleading in any respect including, but not limited to, career history, your right to work, experience and qualifications. It is your responsibility to ensure that all information in your Profile is current and kept up to date.

19.7.

If you choose, or you are provided with, an Independent Health Care Provider identification login, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

19.8.

We have the right to disable any Independent Health Care Provider login details, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

19.9.

If you know or suspect that anyone other than you knows your Independent Health Care Provider login details, you must promptly notify us at info@smartlystaffing.co.uk including the word 'security' in the subject line.

19.10.

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other Independent Health Care Providers or Customers of our site, you must comply with these terms and not do anything that is false or could mislead any user of the platform. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

19.11.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

19.12.

We have the right to remove any content or posting you make on our site if, in our opinion, it is untrue or your post does not comply with the content standards set out in our Acceptable Use Policy.

19.13.

By registering a Profile you consent to us and any Customer you apply for a vacancy to use the information contained within your profile and to evaluate the accuracy of such information. This may include sharing this information with a third party. You further authorise us to conduct such security and identification checks as we deem necessary or desirable, including, but not limited to, DBS checks via the use of the online DBS update service.

19.14.

You agree to indemnify, defend and hold us and our directors and employees harmless from and against any and all claims, losses, expenses or demands of liability, including reasonable legal fees and costs incurred by us in connection with any claim by a third party (including an intellectual property claim) arising out of: (i) the content you submit, post or transmit through our Platform, or (ii) your use of our Platform or the Service in violation of these Terms or in violation of any applicable law.

19.15.

You will supply us with such information we require for Customers following engagements from time to time via an in-built ratings system. If you have any reason to believe that a Customer's Vacancies contain any information that is not correct or misleading, you will notify us in writing as soon as possible.

19.16.

You acknowledge that Customers will also be asked to provide feedback on you and that this information will be made available in the platform to other Customers.

19.17.

Duty of Care

- e. All Independent Health Care Providers acknowledge that their primary duty of care is to the patients to which they are charged. Safeguarding of patients and effective

reporting of adverse incidents is an integral part of patient care. An Independent Care Provider's duties to safeguard patients are required by professional regulators, service regulators and supported in law.

- f. In many cases the Independent Health Care Provider will be able to raise safeguarding concerns they may have with the manager or director of the location where they are performing their services. However, should they, for any reason, not be willing to raise concerns with the manager or director, they should contact Smartlystaffing at the nearest opportunity using the contact details found in section 3.2. The designated Whistleblowing and Safeguarding Officer for Smartlystaffing is Martial Niyonzima (martial@smartlystaffing.co.uk)
- g. In the event of a perceived safeguarding emergency, the Independent Care Provider should contact local police services.