

TRUSTONTAP – ASSISTANT TERMS & CONDITIONS

Terms and Conditions

These terms and conditions will be deemed to have been accepted and agreed by an Assistant when you register for the services, each time a Booking is arranged and each time you enter into a Client Contract.

1. DEFINITIONS

1.1 Words defined below in these terms shall have the meaning given opposite:

Assistant, you	Self-employed carers using the ToT Service to be introduced to clients for work;
Assistant Services	means the services provided by an assistant to a Client pursuant to a Client Contract;
Booking	means a booking confirmed for Assistant services between an Assistant and a Client (through the Website or otherwise);
Booking Summary	means a summary of the Booking made and issued to the Assistant and the Client;
Client	means an individual or individuals to whom the Assistant is introduced to through the ToT Service to provide Assistant Services;
Client Contract	the contractual agreement or arrangement made direct between the Assistant and the Client for the Assistant (a template for which can be found at https://www.trustontap.com/terms-of-use)
Engagement Introduction	means the engagement of an Assistant by a Client for TapTeam Services; means the introduction of an Assistant to a Client through the ToT Services;
Short-Term Engagement Regular Engagement	An Engagement for TapTeam Hours from a particular Assistant; and An Engagement of an Assistant for Assistant Services continuing for a selected amount of time per week;
Privacy Policy	means the privacy policy adopted by the Company from time to time and found here http://www.trustontap.com/Privacy-Policy ;
Registration Form	means the forms provided by ToT to Assistants for registration and which must be completed to the satisfaction of ToT;
TapTeam Hours	means the time acquired by Client during a booking and indicated on their account on the Website;
ToT Service	means the services provided by ToT to Assistants including but not limited to making Introductions, electronic messaging, facilitating Bookings between Assistants and Clients, and collecting payments on behalf of Assistants using the Website or otherwise and in accordance with these Terms and Conditions;
ToT, we, us or our	TrustonTap Limited (a company registered in England & Wales with company number 08869387)
Use Date	the date upon which TapTeam Hours have been used by the Client;
Website	means http://www.trustontap.com .

1.2 Definitions included in clause 1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

2. INTRODUCTION

2.1. The Assistant will be deemed to have accepted and agreed to these Terms and Conditions (which will prevail over any other terms and conditions put forward by the Assistant), when any of the following events occurs:

- 2.1.1. the Assistant uses the ToT Service; or
- 2.1.2. a Client, or a third party acting on the Client's behalf, interviews the Assistant for an Engagement; or
- 2.1.3. a Client Engages an Assistant in any capacity; or
- 2.1.4. the Assistant begins work for a Client in any capacity; or
- 2.1.5. TrustonTap provides any of the ToT Services to the Client.
- 2.2. We provide the ToT Services to Assistants on the following terms and conditions, which are legally binding on all Assistants and shall supersede any other documentation or communication between the parties.
- 2.3. These terms and conditions include and incorporate the Privacy Policy.
- 2.4. We are classified as an 'introductory agency' (in line with guidance set out by the Care Quality Commission).
- 2.5. As an 'introductory agency' introducing self-employed carers to clients, ToT does not:
 - 2.5.1. employ Assistants;
 - 2.5.2. act as an employment agency or care agency;
 - 2.5.3. guarantee the provision of work for you;
 - 2.5.4. make changes to a care plan;
 - 2.5.5. provide rotas to Assistants; or
 - 2.5.6. effect control over the delivery of Personal Care.
- 2.6. This Agreement does not give rise to a contract of employment between ToT and the Assistant and Assistants shall at all times be responsible for their own Bookings, Engagements, calendar, transport, support resources and tax.
- 2.7. We have the right to change these terms and conditions from time to time and we will always give you reasonable notice of any changes. Please refer to the Website for our latest copy of these terms and conditions.

3. REGISTRATION

- 3.1. Use of, and access to certain parts of the Website shall require you to register with us by completing a Registration Form to our satisfaction and participating in our registration process, which may include but not limited to, an interview and undertaking background checks.
- 3.2. By registering and using this site you acknowledge and represent that:
 - 3.2.1. you accept and will abide by these terms;
 - 3.2.2. you are 18 years old or over and have the right to form legally binding contracts under UK law; and
 - 3.2.3. the information provided by you on the site is correct and accurate, including any stated requirements or specific needs;
 - 3.2.4. it is your responsibility to form appropriate contracts with Clients;
 - 3.2.5. you have never been the subject of a complaint, restraining order or any other legal action involving violence, abuse, neglect, theft, fraud, dishonesty or any other offence that endangers the safety of others, and are nor have ever been on sex offenders register or similar list; and
 - 3.2.6. you are legally allowed to work in the United Kingdom.

4. ASSISTANT OBLIGATIONS

- 4.1. The Assistant shall:
 - 4.1.1. enter into an agreement with the Client (either using the Client Contract or other contract) for the provision of Assistant Services to Clients;
 - 4.1.2. not engage in any conduct which is detrimental to the interests of ToT or would negatively affect ToT's relationship with the Client or is likely to bring ToT into disrepute;
 - 4.1.3. provide ToT, upon request, with satisfactory evidence of their identity, which shall include, but not be limited to, a certified copy of the Assistant's passport or Driving Licence and one proof of address;

- 4.1.4. provide ToT with the names of two references for the Assistant and the Assistant agrees that ToT may approach them at any time for the purpose of obtaining references about the Assistant;
 - 4.1.5. provide ToT with any additional information necessary to demonstrate sufficient experience for working with a vulnerable person including but not limited to any details of training, qualifications and any authorisation which a Client may consider necessary, or is required by law.
 - 4.1.6. update their profile on the Website in the event of any information supplied in the Registration form changing;
 - 4.1.7. use reasonable endeavours to provide any TapTeam Hours at such times as are determined by the Client (through the Website or otherwise).
 - 4.1.8. provide upon request any information or certification relating to any experience, training qualifications and/or authorisations;
 - 4.1.9. inform ToT immediately should there be any reason or circumstance under which it would be detrimental to the interests of ToT, the Client or the Assistant for the Assistant to take up a particular position with a Client or to continue its engagement with ToT;
 - 4.1.10. respond to enquiries through the website, by text or email from us and/or Clients within 7 working hours of receipt; and
 - 4.1.11. in the event that the Assistant is unable to honour a Booking, notify ToT and the Client with 14 days' notice.
- 4.2. The Assistant consents to the disclosure of all relevant information (which is required to progress any Introduction or which is requested by the Client) including but not limited to copies of qualifications, authorisations and/or references, by ToT to the Client.
 - 4.3. The Assistant is free to undertake any other engagement or employment whilst registered with ToT.
 - 4.4. The Assistant is not obligated to accept any Booking or Introduction offered to him or her by ToT.
 - 4.5. In the event an offer of employment or permanent engagement is made by a Client to an Assistant other than through the Website and/or Trust on Tap Service, the Assistant shall inform ToT immediately and provide ToT with full details of the offer including a copy of the offer letter or contract of employment if requested.
 - 4.6. You represent to us and acknowledge that if within 8 months following the end of an Engagement you are engaged directly by a Client introduced to you by TrustonTap without using the ToT Service, such Client shall incur a liability to us to for a placement fee in lieu of any fee to be paid by the Client.
 - 4.7. Each Assistant warrants and represents to ToT that they are responsible for their own taxation affairs and will account to HMRC for any revenue arising from a Booking.

5. TRUSTONTAP'S OBLIGATIONS

- 5.1. Through its Service, ToT shall provide opportunities for Assistants to secure suitable Engagements together with such information as may be necessary for the Assistant to assess the opportunity.
- 5.2. Notwithstanding paragraph 5.1, ToT shall be under no obligation to find an Engagement for the Assistant at any time.
- 5.3. An offer of Engagement is not made to the Assistant until details are received by ToT from the Client.
- 5.4. ToT does not accept any responsibility and shall not be liable for any loss suffered by the Assistant by reason of the Assistant's decision to resign from his/her current employment or any existing engagement before or after receipt of the ToT or Client's offer.
- 5.5. In accordance with requirements under the Care Act 2010, the Mental Capacity Act 2005 and the Safeguarding of Vulnerable Adults Act, ToT reserves the right to refer any instances of the exploitation or harm of "vulnerable" to the appropriate Local Authority's Adult Safeguarding Team.

6. BOOKINGS AND TAPTEAM HOURS

- 6.1. A Booking shall be made by communicating with us by telephone, email or through the Website and shall be made by the Client purchasing either:
 - 6.1.1. a Short-Term Engagement for the rate advertised by the respective Assistant; or
 - 6.1.2. a Regular Engagement for the rate advertised by the respective Assistant.and such Booking will be subject to a Client Contract.
- 6.2. Upon completing a Booking, the relevant Client and the relevant Assistant shall be issued with a Booking Summary by ToT.
- 6.3. Any TapTeam Hours purchased by the Client shall expire 12 months following the date of the Booking if it remains unused at such time.
- 6.4. Each Assistant shall inform ToT through the Website, by email (sent to accounts@trustontap.com) or such other means as provided by ToT upon the use of TapTeam Hours by the Client, and the Assistant shall include details of the date, the time and the number of TapTeam Hours used by the Client.
- 6.5. Any Regular Engagement may be cancelled by the Client at any time by communicating such termination to ToT (either through the Website or by other means).
- 6.6. The Assistant shall use reasonable endeavours to provide a Short-Term Engagement or a Regular Engagement at such times as are determined by the Client (through the Website or otherwise).
- 6.7. Invoices for any Assistant Services shall be provided to Clients on behalf of the Assistant:
 - 6.7.1. in the case of an Short-Term Engagement at the time of the Booking; and
 - 6.7.2. in the case of Assistant Services provided during an Regular Engagement, weekly providing an Assistant has notified ToT of any used TapTeam Hours in accordance with clause 6.4.
- 6.8. We will remit payment to you of amounts due to you for a Booking:
 - 6.8.1. in the case of a Short-Term Engagement within 6 days of the earlier of the Use Date or the date falling 12 months following the purchase of any TapTeam Hours; or
 - 6.8.2. in the case of a Regular Engagement, within 4 days of payment being made by the Client.

7. DISPUTE RESOLUTION AND MEDIATION

- 7.1. You will attempt, in good faith, to resolve any dispute or claims arising out of or in relation to these Terms and Conditions and/or any Client Agreement promptly through negotiations between us and/or the relevant Client.
- 7.2. In the event the dispute is between you and a Client, and the matter is not resolved through negotiation you shall appoint ToT (or any third party nominated by ToT or its insurer) to act as a mediator (and not as an arbitrator) at no cost to the parties and you agree to cooperate with us and assist ToT in good faith including providing ToT with such information and undertake such actions as may be reasonably requested by ToT.

8. TERMINATION OF THE RELATIONSHIP

- 8.1. Providing there are no TapTeam Hours outstanding and/or unused by a Client, the relationship between the Assistant and ToT may be terminated by the Assistant providing not less than two weeks written notice to ToT (whether through the Website, by email, or post).
- 8.2. ToT may terminate the relationship between the Assistant and ToT immediately by providing notice of such termination to the Assistant. In the event a Booking exists at the time of such Termination, the Booking shall proceed unless the Assistant is in breach of clause 4.1 and in such circumstances the Booking shall be terminated immediately and no fees shall be due to the Assistant.
- 8.3. In the event the terms and conditions are terminated in accordance with this paragraph 8, the provisions of paragraphs 7, 8, 9, 10 and 11 shall continue to be binding between you and ToT.

9. DATA PROTECTION & PRIVACY

- 9.1. By using the ToT Services each Assistant consents that ToT may process personal data in accordance with ToT's Privacy Policy: <http://www.trustontap.com/Privacy-Policy> .
- 9.2. By using this site or service you authorise ToT to carry out certain background checks.

10. LIMITATION OF LIABILITY

- 10.1. ToT is not liable for any loss, damages, misrepresentation, injury, accident, claim, cost, charge, expense, action, demand or consequential losses whatsoever in any jurisdiction arising from or in any way connected with and/or Introduction and/or the provision of the Assistant Services by an Assistant.
- 10.2. To the extent permitted by law, ToT will not be liable for any loss, damages, misrepresentation, injury, accident, claim, cost, charge, expense, action, demand or consequential losses whatsoever in any jurisdiction arising out of or in connection with the use of the Website and/or the ToT Services. Each Assistant acknowledges that the decision to accept an offer of engagement is the sole responsibility of each Assistant and ToT gives no warranty, representation or undertaking as to the history, character, suitability, honesty of any Client nor as to the completeness, truthfulness or accuracy of any information provided by the Client.
- 10.3. Each Assistant acknowledges the risks inherent in participating in an Assistant Introduction and hereby waives all rights to any claim for damages from, and relieves, releases, and forever discharges from any claim for damages, any and all of ToT and any person involved in creating, producing or distributing the ToT service or information pertaining to the TrustonTap Service. The Assistant agrees to indemnify and hold ToT harmless from and against any breach by the Assistant of these Terms and/or any Client Contract and any claim or demand brought against ToT by any third party arising out of the Assistant's use of the Website and the ToT Services, including without limitation all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by ToT in consequence of the Assistant's breach of these terms and conditions.
- 10.4. ToT does not accept any liability for losses or damages caused by the temporary unavailability of the Service or any technical errors.
- 10.5. ToT shall not be liable for any taxation (personal, corporate or otherwise) arising for the Assistant in relation to a Booking and each Assistant warrants and represents to ToT that they take responsibility and will account to HMRC for any income tax, National Insurance Contributions or other taxation that may arise following a Booking.
- 10.6. Notwithstanding the remainder of this paragraph 10, each Assistant acknowledges that ToT's total liability to you whether in respect of goods or services and whether based in negligence, breach of contract, misrepresentation or otherwise shall not exceed the value of the total fees. ToT derived in connection with your use of the TrustonTap Service.
- 10.7. Nothing in these Terms shall exclude or limit the liability for fraud, death or personal injury caused by negligence.

11. GENERAL

- 11.1. This Agreement is personal to the Assistant and the Assistant shall not be entitled to assign their rights or obligations or delegate its duties under this Agreement without the prior written consent of ToT.
- 11.2. Any notice given to a party under or in connection with this contract shall be made through the Website.
- 11.3. Nothing in these Terms shall be construed as constituting a partnership or joint venture between the parties.
- 11.4. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.5. Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to

enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

- 11.6. If any term or provision of these terms and conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these terms and conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 11.7. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 11.8. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).