

Terms and Conditions between LocumTap Ltd trading as Patchwork Health and Users

The following terms and conditions (“Terms”) apply to your use of the LocumTap Ltd mobile and web based applications (“LT APPLICATION”), which is owned and maintained, by LocumTap Ltd and the services available LocumTap applications (together, the “LT Service”). Please read these Terms carefully. By using the LocumTap mobile application and/or using the LT Service you agree that you have read, understand and agree to these Terms (each as amended from time to time). If you do not agree to these Terms you must not use the LT APP or use the LT Service.

Introduction

LocumTap Limited (“LT”) is a limited company registered in England and Wales whose registered number is 10359095 and whose registered address is at 20-22 Wenlock Road, London, England, N1 7GU.

Should you have any questions about these Terms or wish to contact LocumTap Ltd for any reason whatsoever, please contact us by email at hello@patchwork.health

Description of LT Service

The LT APPLICATION and the LT Service is an online and mobile based communications platform to post and search assignment opportunities between Clinicians services (“Clinicians”) and healthcare organisations seeking Clinicians such as NHS trusts/ hospitals and GP surgeries (“Clients”).

LT is not an employer, an employment agency or an employment business. Clients are the potential employers and are responsible for compliance with all applicable employment and other related laws. LT does not refer or recommend either Clients or Clinicians, and LT shall not be responsible for any engagement or employment decisions.

LT provides a platform through which Clinicians and Clients can connect with each other, and where Clients can post assignment opportunities and search for and evaluate assignment candidates, and where candidates can post individual profiles and search for and evaluate assignment opportunities.

LT is not involved in the actual engagement between Clients and Clinicians and any direct or indirect engagement of a Clinician by a Client is subject to and governed by separate terms and conditions and these Terms do not affect either a Client’s or a Clinician’s rights in respect of such engagement.

For the purposes of the Conduct of Employment Agencies and Employment Business Regulations 2003 (the “Regulations”), LT is not an employment agency or employment business and generally does not introduce or supply work-seekers to hirers or hirers to work-seekers.

It is recommended that, if you are a Clinician, you undertake the steps set out in the Regulations to ensure your suitability for the role advertised by a Client. These could include: Checking the identity of the Client 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 Client 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 taking up a position.

The Client has the obligation to pay the Clinician for the Clinicians services.

Registration

To enjoy the LT Service you must register an account through the LT APPLICATION (“User Account”) and in doing so you agree to be bound by these Terms, which shall govern your use of the LT Service.

You are only eligible to register a User Account if all information that you use to register is accurate and current. It is your responsibility to keep all your information up to date. On registering with LT to use the LT Service, you will be issued with a username and password, which must be used in order to access the LT Service. The user name and password are personal to you and are not transferable.

In order to use the LT Service you must populate the member profile. You warrant and represent that all information provided on registration and contained in the member profile is, and continues to be, accurate and not misleading.

Your user name and password are the methods used by us to identify you and so are very important. You are responsible for all information posted on the LT APPLICATION by anyone using your username and password. Any breach of security of a user name and password should be notified to LT immediately. You may not adapt or circumvent the systems in place in connection with the LT APPLICATION, nor access the LT Service other than for the purposes contemplated in these Terms.

Use of LT Service

The LT Service may only be used by individuals seeking assignments as Clinicians and by Clients seeking the same. Your use of the LT Service is subject to any other contracts that you may have with LT. If there is any conflict or inconsistency between these Terms and the contract you have with LT, the terms of your contract will take precedence.

You agree to use the LT APPLICATION and the LT Service only for lawful purposes and in a way, which does not infringe the rights of anyone else or restrict or inhibit anyone else's use of the LT Service.

You are permitted to download and print content from the LT APPLICATION solely for your personal use. LT APPLICATION content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any reason without LT's express written permission. You are not entitled to use the content of the LT APPLICATION for commercial exploitation in any circumstances.

By using the LT APPLICATION and/or the LT Service, you agree not to:

- Use the LT APPLICATION, the LT Service, or any information contained therein in any way that is abusive, threatening, obscene, defamatory, libellous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- Use the LT Service for any unlawful purpose or for the promotion of illegal activities;
- Attempt to, or harass, abuse or harm another person or group;
- Use another person's User Account without permission;
- Provide false or inaccurate information when registering a User Account, using the LT Service or communicating with other users;
- Attempt to re-register with the LT Service if we have terminated your User Account for any reason;
- Interfere or attempt to interfere with the proper functioning of the LT Service;
- Make any automated use of the system, or take any action that LT deems to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- Bypass any measures LT takes to restrict access to the LT Service or use any software, technology, or device to scrape, spider, or crawl the LT Service or harvest or manipulate data;
- Use the communication systems provided by or contacts through the LT Service for any commercial solicitation purposes; or
- Publish or link to malicious content intended to damage or disrupt another user's browser or computer.
- You shall indemnify LT in respect of any loss it may suffer as a direct or indirect result of any breach by you of the Use of LT Service terms or any other breach by you of these Terms.

User Content

You are responsible for any content, messages, reviews, feedback or profiles (“User Content”) that you submit, post or display on the LT APPLICATION, or transmit to other users of the LT Service.

You will not provide inaccurate, misleading, defamatory or false information onto the LT APPLICATION or to any other user of the LT Service, and all opinions stated as part of User Content must be genuinely held. You represent and warrant to us that you have the right and authority to post all information you post about yourself or others on the LT APPLICATION.

By submitting, posting or displaying User Content on the LT APPLICATION, you grant LT a worldwide, non-exclusive, irrevocable, perpetual, royalty-free license to reproduce, adapt, distribute and publish such User Content through the LT Service.

LT reserves the right to refuse to accept, post, display or transmit any User Content in its sole discretion and shall comply with the Data Protection Act 1998 in relation to sensitive personal data.

LT may review and remove any User Content that, in its sole opinion, violates these Terms, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, other users of the LT Service. LT reserves the right to prevent further access to the LT Service for violating the Terms or applicable laws, rules or regulations.

LT does not represent or guarantee the truthfulness, accuracy, or reliability of User Content, derivative works from User Content, or any other communications posted by users of the LT Service nor does LT endorse any opinions expressed by users of the LT Service.

Vacancy requests

You are solely responsible for your vacancy requests (i.e. requests you may make to fill a vacancy or undertake an engagement) on the LT APPLICATION. LT shall not be an employer with respect to your use of the LT Service and LT shall have no responsibility for engagement or employment decisions made by a Client.

You agree that each vacancy request shall not contain inaccurate, false, or misleading information. LT reserves the right to remove any vacancy requests or content from the LT APPLICATION which, in LT’s opinion, does not comply with these Terms or if any of the content is not in the best interests of LT.

You agree that a contract relating to an engagement with a Client will be deemed to have been entered into between the Client and you when:

The Clinician indicates via the LT APPLICATION that he or she will undertake the relevant engagement and the Client indicates via the LT APPLICATION that it agrees to engage that Clinician for that engagement.

Clinician checks

By registering a User Account to use the LT Service as a Clinician you consent to LT's use of your information to verify such information, including passing onto third parties or a Client, to evaluate the accuracy of the information ("Clinician Checks"). LT will not seek your further consent prior to carrying out the Clinician Checks and you acknowledge that certain sensitive information may be included in the Clinician Checks.

The Clinician Checks, which LT or a Client of LT will perform, are set out below:

- Experience
- References
- Passport / ID
- Work Permits
- Disclosure and Barring Service

How information is collected from Clinician:

- Clinician provides details during registration of the User Account
- Clinician provides and uploads a CV including referees during registration of the user account
- Clinician/ DET/LETB uploads scans of the original document onto the User Account during registration or by updating their User Account later.
- Clinician/ DET/LETB will upload the most recent original DBS certificate or allow access to a Client to the Clinicians subscribed DBS update service.

LT verification

- Clinician/ Clinician's Employment Trust ("DET")/ Clinician's Local Education and Training Boards (LETBs) will upload original documents such University degree, post graduation qualifications, life support courses and any other documents required.
- Reference requests are made to listed referees by a Client if they require these. Checked, so far as reasonably practicable for LT to do so, for consistency against other documentation provided by the Clinician
- Checked, so far as reasonably practicable for LT to do so, for consistency against other documentation provided by the Clinician Responsible officer or Employer

- Occupational health
- Medical indemnity
- Clinician Register
- GMC History
- Clinician has to be in full/part time or zero contract (i.e. bank) employment with a hospital/trust or LETB/deanery and have named responsible officers. The detail of hospital/trust or LETB/deanery will be given as part of registration.
- Clinician/ DET/LETB will upload evidence of immunisation status.
- Clinician/ DET/LETB to upload an original copy of valid membership.
- Clinician provides GMC number on sign up
- Checked, so far as reasonably practicable for LT to do so, for consistency against other documentation provided by the Clinician
- Check qualification date and listed on GMC register with license to practice
- Check for clear GMC history (no restrictions or conditions on working) on sign up

The Clinician to their knowledge has registered using up to date and accurate information, uploading original documentation as per GMC guidance. When prompted by LT APPLICATION to carry out annual update of information with regards to prohibit and criminal convictions, it is the responsibility of the Clinician to provide the most accurate information. Any breach of this or intentional misinformation given will be treated as an act of fraudulent behaviour and a Clinician maybe reported to the General Medical Council and liable to criminal prosecution.

Liability

LT is not responsible for User Content, the quality, safety or legality of the jobs or vacancies published, via the LT Service, or the ability of Client's to offer opportunities to Clinicians and LT makes no representations about any jobs, or User Content on the LT APPLICATION.

While LT reserves the right in its sole discretion to remove User Content, or other material from the LT APPLICATION from time to time, LT does not assume any obligation to do so, and to the fullest extent permitted by law, excludes any liability for failing to take any such action.

You agree that the LT Service is provided without warranty and we do not warrant or represent that the LT Service will meet your requirements or that its operation will be uninterrupted or error free. We do not make any warranty as to the accuracy or reliability of any information obtained through the LT Service.

The LT APPLICATION may contain links to other Web Platforms. We accept no responsibility or liability for any material supplied or contained on any third party Web Platform which is linked from or to the LT APPLICATION, or any use of personal data by such third party.

We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of these Terms and our liability in these circumstances is limited as set out below. In no event shall we, persons who act on our behalf, and/or persons we enter into contracts with be liable for any of the following types of loss or damage arising under or in relation to these Terms (whether in contract, tort (including, without limitation, negligence) or otherwise):

- Any loss of profits, goodwill, business, contracts, revenue or anticipated savings even if we are advised of the possibility of such loss of profits, goodwill, business, contracts, revenue or anticipated savings;
- Any loss or corruption of data; or
- Any loss or damage whatsoever which does not stem directly from, or which results only as a consequence of, any loss or
- damage caused by our breach of these Terms.

Nothing in these Terms shall exclude or limit LT's liability in respect of death or personal injury caused by negligence or fraud (including fraudulent misrepresentation) or any other liability, which cannot by law be limited or excluded.

Indemnity

You agree to indemnify, defend and hold harmless LT and its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers and employees from and against any and all claims, losses, expenses or demands of liability, including reasonable legal fees and costs incurred by LT in connection with any claim by a third party (including an intellectual property claim) arising out of:

1. the materials and content you submit, post or transmit through the LT APPLICATION, or
2. your use of the LT APPLICATION or the LT Service in violation of these Terms or in violation of any applicable law.

Terms

LT reserves the right, at its sole discretion, to immediately terminate your access to all or part of the LT APPLICATION and the LT Service, to remove your User Account and/or any User Content posted by or about you, from the LT APPLICATION, and/or to terminate your registration with the LT Service, with or

without notice if LT determines that you are not eligible to use the LT Service, and/or have violated any of these Terms.

LT reserves the right, at its reasonable discretion, to apply procedures to detect and prevent breaches of these Terms or to monitor use of the LT Service generally.

These Terms will remain in full force and effect while you are a user of the LT APPLICATION or a registered user of the LT Service. LT reserves the right to close your User Account and terminate these Terms with you at any time by providing you with thirty (30) days' notice if LT ceases to provide the LT Service in the United Kingdom.

LT reserves the right to close your User Account and terminate these Terms with you at any time after a significant duration of activity. If LT terminates your User Account because of a breach by you of these Terms, you agree that you will not seek to register with the LT Service again, whether using the same or a different identity to that under which you were originally registered.

Changes to these Terms

These Terms may be amended by LT in its discretion from time to time and the latest version will always be available on the LT APPLICATION. Any new version of these Terms shall take effect, and will govern the LT Service and your relationship with LT:

1. immediately upon the date of posting on the LT APPLICATION where the changes to these Terms relate to a new feature/service or non-material changes, which (in either case) do not reduce your rights or increase your liability to us; or
2. no less than thirty (30) days after the date of posting on the LT APPLICATION where the changes to these

Terms potentially reduce your rights or potentially increase your liability to LT. Please make sure you check for updates to these Terms each time you use the LT Service.

Privacy

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.

General

If any of the terms and conditions in these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these terms and conditions shall remain in full force and effect.

Only you and LT shall be entitled to enforce these Terms. No third party shall be entitled to enforce any of these terms and conditions, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

These Terms set out the entire agreement between you and LT with respect to your use of the LT Service and supersedes any and all representations, communications and prior agreements (written or oral) made by you or LT.

These Terms are governed by the law of England and Wales. In the event of any matter or dispute arising out of or in connection with these Terms, you and LT shall submit to the exclusive jurisdiction of the courts of England and Wales.

LocumTap Ltd is a registered organisation with ICO.
ICO Number: ZA266820