



## Terms of Use (Candidates)

### 1. Definitions

- 1.1 "Candidate" means the person, including any officer or employee of a limited company if engaged as such, who has been Introduced by the Company, including via the Technology Platform, to a Client for an Engagement or has been added to the Technology Platform for a Client's internal staff bank system or similar such arrangement;
- 1.2 "Client" means the person, firm or corporate body, together with any subsidiary or associated body, who uses the Company or the Technology Platform for the purpose of Engagement of Candidates;
- 1.3 "Company" means Pairoo Limited, a company registered in England and Wales with company number 11150467 and registered address at 140a High Street, Watford WD17 2EN;
- 1.4 "Engagement" means the engagement, employment or use of a Candidate by a Client or any associated third party on a permanent or temporary basis, whether under a contract of service or for services;
- 1.5 "Introduction/Introduced" means the passing to a Client of any information which identifies a Candidate and is in relation to the potential Engagement of that Candidate;
- 1.6 "Services" means the services provided by the Company in assisting Candidates with seeking Engagement with Clients and which may be made available to Candidates through the Technology Platform;
- 1.7 "Technology Platform" means the website pairoo.com, or associated websites, together with the servers, databases and backend infrastructure supporting the Services;

### 2. Contract

- 2.1 These Terms of Use constitute the contract between the Candidate and the Company and are deemed to be accepted by the Candidate on access or usage of the Services or the Technology Platform.
- 2.2 These Terms of Use contain the entire agreement between the Candidate and the Company and, unless otherwise agreed in writing, these Terms of Use prevail over any other terms and conditions.
- 2.3 These Terms of Use are the latest and supersede any earlier versions.

### **3. The Services**

- 3.1 The Company, solely at its discretion, may provide Services to the Candidate and/or access to the Technology Platform.
- 3.2 The Candidate confirms that all information, including all uploaded or supplied compliance documents, provided to the Company, including via the Technology Platform, are accurate and genuine and that that Company is entitled to forward or display this information to Clients for the purpose of assisting the Candidate with the seeking of Engagements with Clients. The Candidate also confirm that they have all the necessary skills, qualifications and experience to undertake any of the Engagements that they may apply for. The Candidate is responsible for promptly notifying the Company if any of the information they have provided to the Company changes at a later date or becomes invalid.
- 3.3 If a Candidate is provided with Services or given access to the Technology Platform, the Candidate will be able to view and may be able apply for temporary work engagements in respect of Clients. The Company is not responsible for the accuracy of the details that are on the Technology Platform or are provided in respect of a potential Engagement. The Company reserves the right to cancel any Engagement at any time and without prior notice, and the Company will not be liable for any compensation to the Candidate for such cancellation.
- 3.4 The Candidate agrees and accepts that access to the Technology Platform is provided on the basis that it is limited to that Candidate, revocable, non-exclusive, non-sublicensable and non-transferable. Whilst the Candidate has access to the Technology Platform, the Candidate is allowed unlimited use of the Technology Platform and such use can be on an unlimited number of devices, provided that such devices belong to the Candidate.
- 3.5 The Candidate is responsible for ensuring that they have the necessary compliance documents required by Clients and for uploading such documents on to the Technology Platform. The Candidate agrees that the Company may view and check these documents. The Candidate further agrees that the Company will allow Clients to view and download the documents. Following application, the Client is responsible for selecting or confirming the Applicant that they want to offer the temporary work engagement to.
- 3.6 The Company is in no way to be regarded as being the employer of the Candidate, unless otherwise agreed in writing between the Company and the Candidate and, in such cases, solely in respect of specific and agreed work engagements. The Company is not responsible for seeking to find suitable engagements for the Candidate and the Candidate is not obliged to accept any engagements that have been suggested by the Company.
- 3.7 Once a Candidate confirms their acceptance, either verbal, written or via the Technology Platform, to undertake an Engagement then that forms a legally binding contract for the Candidate to undertake such Engagement.
- 3.8 If the Candidate wishes to cancel an Engagement that they have already accepted, then they must give the Company at least 14 days written notice ahead of the start date of the Engagement. If the Candidate is cancelling with less than 14 days' notice, other than in cases of an emergency, which are agreed on a case-by-case basis, then the Candidate will be in breach of these Terms of Use and will be liable to compensate the Company and the Client for any losses arising. The Company also reserves the right to inform other relevant parties, such as the Candidate's employer, the PCT and the GMC, if the Candidate's cancellation is, in the Company's determination, unjustified and could have an impact on patient care.

- 3.9 Once a Candidate has completed a temporary work Engagement, they will be required to promptly complete a timesheet, which may be electronic or paper based, depending on the Client, and to submit that timesheet to the Client for approval. Candidates are responsible for ensuring that their timesheets are accurate and for submitting them within 2 weeks of the date of the Engagements to which they relate. Failing to submit a timesheet or submitting a late timesheet could result in delayed payment or no payment at all and this is at the sole discretion of the Company.
- 3.10 Following approval of the timesheet by the Client (such approval being ultimately at the Client's sole discretion), payment to the Candidate will subsequently be made by the Company. The Company aims to make payment within 1 week of the timesheet being approved but the Company is not liable for any costs, charges, interest or any other amounts arising either directly or indirectly from any delay to payment. For some Engagements, which will be agreed with the Candidate, payment will be made directly by the Client and that will be subject to the Client's payment terms.
- 3.11 The Candidate confirms that, whilst they are undertaking an Engagement that has been arranged by the Company or the Technology Platform, they will not engage in any conduct which is detrimental to the interests of the Company or the Client.
- 3.12 The Candidate is not permitted to remove any copyright, trademark or other proprietary notices from the Services or the Technology Platform. The Candidate is not permitted to reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, decompile, reverse engineer, disassemble, link to, mirror, use any programs or scripts to scrape, index, survey, data mine or otherwise exploit the Services or the Technology Platform.
- 3.13 The Company, solely at its discretion, reserves the right to enhance, modify, or change in any way, any part of the Services or the Technology Platform at any time and with no prior notice.
- 3.14 The Company reserves the right to temporarily limit or terminate a Candidate's access to the Technology Platform, in whole or in part, at any time, without prior notice and for any reason.
- 3.15 The Candidate agrees to keep confidential all information in respect of Clients and Engagements that is not in the public domain.
- 3.16 When an engagement has been suggested to the Candidate by the Company, or via the Technology Platform, then for a period of 6 months from the date of that suggestion or (if undertaken) the completion of the Engagement, the Candidate cannot undertake any engagements for that Client (at any of their sites), either directly or indirectly, unless it is via the Company or the Technology Platform. If a Candidate breaches this clause and undertakes engagements with the Client within a 6 month period then they will be liable to compensate the Company for any losses arising as a result of their action.

#### **4. Fees**

- 4.1 There are no fees chargeable to the Candidate for accessing, viewing or applying for Engagements via the Company or the Technology Platform.

## **5. Indemnity**

- 5.1 The Candidate agrees to indemnify and hold harmless the Company, its subsidiaries, employees, agents and affiliates from and against any and all claims, liabilities, damages, losses and expenses arising from, or in any way related to, any claims, including any related third party claims, relating to the use of the Technology Platform by the Candidate.

## **6. Termination**

- 6.1 The Company has the right to terminate the provision of Services to the Candidate at any time, without prior notice, and for any reason.
- 6.2 The Candidate is under no obligation to use the Services and can cease its use of the Services at any time.

## **7. Law**

- 7.1 These Terms of Use are governed by the law of England & Wales and subject to the exclusive jurisdiction of the Courts of England & Wales.