



## Terms & Conditions of Service (Clients)

### 1. Definitions

- 1.1 "Applicant" means the person, including any officer or employee of the Applicant if the Applicant works via a limited company, Introduced by the Company, including via the Technology Platform, to the Client for an Engagement;
- 1.2 "Client" means the person, firm or corporate body, together with any subsidiary or associated body, to which the Applicant is introduced;
- 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 the Applicant by the 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 the Client of any information which identifies the Applicant and is in relation to the potential Engagement of that Applicant;
- 1.6 "Services" means the services provided by the Company and which are made available to Clients 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 and Conditions constitute the contract between the Client and the Company and are deemed to be accepted by the Client on access or usage of the Services, or the Technology Platform, by the Client.
- 2.2 These Terms and Conditions contain the entire agreement between the Client and the Company and, unless otherwise agreed in writing, these Terms and Condition prevail over any other terms and conditions.
- 2.3 These Terms and Conditions are the latest and supersede any earlier versions.

### **3. The Services**

- 3.1 The Company may provide the Client with access to the Technology Platform in order to help facilitate engagement between the Client and potential Applicants.
- 3.2 If a Client is given access to the Technology Platform then the Client will be able to post locum jobs which are then published and viewable by potential Applicants. The Client may also request that the Company posts locum jobs onto the Technology Platform on their behalf. The Client is responsible for the accuracy of all the details that are posted on to the Technology Platform in respect of their locum jobs.
- 3.3 The Client is also responsible for selecting which compliance documents it requires from Applicants. The Technology Platform is designed such that only Applicants who have the requested compliance documents can apply for the Client's locum jobs, although the Client is ultimately responsible for ensuring that the Applicants have all the necessary compliance documents.
- 3.4 Applicants may apply for the locum jobs for a particular Client either directly on the Technology Platform or via the Company. The Client is responsible for selecting or confirming the Applicant that they want to offer the locum job to.
- 3.5 If the Client accepts an Applicant for an Engagement then that forms a legally binding contract between the Client and the Applicant directly based on the details as set out in the locum job posting.
- 3.6 Upon completion of an Engagement, the Applicant will submit to the Client, directly or via the Company or the Technology Platform, an electronic or paper timesheet detailing the time that the Applicant has been engaged. The Client is responsible for checking the timesheet in a timely manner upon submission and then approving or querying the timesheet. Once a timesheet is approved then the Client is thereby irrevocably confirming that the details in the timesheet are all correct.
- 3.7 The Client agrees and accepts that for a period of six months from the date of an Applicant last being Introduced to the Client, the Client will not engage that Applicant in a direct or indirect capacity other than via the Technology Platform or the Company. This clause applies to all Applicants introduced to the Client, including those who are not offered a locum job following their Introduction. Should the Client wish to engage, other than via the Technology Platform, an Applicant that has been introduced to it, then it should notify the Company ahead of such engagement and the Client should pay a fee of £5,000 per Applicant. Failure to notify the Company ahead of the engagement would result in a breach of these terms and conditions of service and would make the Client liable to pay a fee to the Company equal to the maximum of (i) 30% of the annual salary of the Applicant and (ii) £10,000, for each Applicant.
- 3.8 If the Company provides the Client with access to the Technology Platform then such access is provided on the basis that it is limited to that Client, revocable, non-exclusive, non-sublicensable and non-transferable. Whilst the Client has access to the Technology Platform the Client 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 Client.

- 3.9 The Company will undertake checks on the compliance documents uploaded by Applicants but the Client acknowledges that the Company is a software provider and is not a recruitment company. The Client is ultimately responsible for checking the compliance documents for the Applicants who apply for their locum jobs and for ensuring that those compliance documents meet the required standard for the Client.
- 3.10 Any and all Applicants that a Client sources using the Technology Platform will be directly engaged by the Client and are not employees or affiliates of the Company.
- 3.11 If the Client falls under the IR35 rules, such that the Client is responsible for determining if the locum job falls inside or outside IR35, then the Client is responsible for making all the necessary PAYE/NI deductions and for making payment of such PAYE/NI directly to HMRC. The Technology Platform may assist the Client in calculating the PAYE/NI but the Client is ultimately responsible for the accuracy of such PAYE/NI calculations.
- 3.12 The Client is not permitted to remove any copyright, trademark or other proprietary notices from the Services or the Technology Platform. The Client 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 the Technology Platform, in whole or in part, at any time, without prior notice and for any reason.

#### 4. Fees

- 4.1 The fees to be charged by the Company to the Client will be agreed separately.
- 4.2 If the Client wishes to cancel an Engagement that has already been accepted with an Applicant then it must promptly notify, in writing, both the Applicant and the Company. The Client may be liable to payment of fees and charges, subject to the amount of notice provided in respect of such cancellation, as shown in the table below:

<b>Engagement cancelled</b>	<b>Cancellation fee</b>
More than 7 days prior to the intended start of the accepted Engagement	0% of amount payable to Applicant and Company
More than 48 hours but less than 7 days prior to the intended start of the accepted Engagement	50% of amount payable to Applicant and Company
48 hours or less prior to the intended start of the accepted Engagement	100% of amount payable to Applicant and Company

## **5. Indemnity**

- 5.1 The Client 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 any of the Services by the Client.

## **6. Termination**

- 6.1 The Company has the right to terminate the provision of Services to the Client at any time, without prior notice, and for any reason.
- 6.2 Subject to the fees agreed separately between the Company and Client, the Client 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 and Conditions are governed by the law of England & Wales and subject to the exclusive jurisdiction of the Courts of England & Wales.