

## **Karo Platform Terms & Conditions of Use of the IHP Platform Services Last Updated: 12 June 2020**

*These terms and conditions (including the attached Schedule 1) apply to the platform services provided by Karo Healthcare Limited (trading as "Karo") in which Karo provides an online platform and marketplace which connects Clients who have Vacancies with IHPs (for the direct engagement of the IHP by the Client) (such services collectively referred to herein as "IHP Platform Services").*

**IMPORTANT INFORMATION FOR TEMPORARY WORKERS:** *Where Karo provides or seek to supply temporary workers to a Client and is acting as an employment business, separate terms and conditions specifically applicable to the supply of temporary workers services shall apply. The terms and conditions for the Supply of Temporary Workers Services can be accessed via this link: <https://www.Karo.ie/terms>*

*Please note that these Terms only apply to Members in the **Republic of Ireland**.*

### **Contents:**

Part 1: General Terms & Conditions of use of the Platform

Part 2: Clients and the Platform

Part 3: IHPs and the Platform

All users who access the Platform should have read, understood and accepted **all parts** of these Terms (Part 1, Part 2 & Part 3) to the extent that they are applicable. Use of headings shall not affect the interpretation and effect of these Terms.

### **Definitions**

#### **1. Definitions**

1.1 "**Assignment**" means an assignment entered into between an IHP and the Client for the provision of services by an IHP to the Client corresponding to a Vacancy.

1.2 "**Account**" means a Member's registration and as a Member on the Platform and Profile.

1.3 "**Care Quality Commission**" and "**HIQA**" means the Health Information and Quality Authority, an executive non-departmental body

1.4 "**Client**" means a Member of the Platform who is a provider of healthcare services and operator of healthcare facilities that is regulated by the HIQA, such as but not limited to, care homes, hospitals and prisons.

1.5 "**Code**" means the code of professional standards of practice and behaviour for nurses and midwives published by the HSE as may be amended from time to time or such equivalent or replaced code of conduct published by the HSE or any replacement professional or regulatory body.

1.6 "**Content**" means text, graphics, images, software, audio, video, information or other material or content uploaded to, displayed on or exchanged through the Platform.

1.7 "**Data Protection Legislation**" all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the Republic of Ireland including the Data Protection Act 2018 ("DPA") or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the Republic of Ireland). Personal Data", Processing", "Data

Controller", "Data Processor", "Data Subject", "Personal Data Breach" and "Supervisory Authority" shall have the meanings ascribed to them in the Data Protection Legislation.

1.8 "**Employment Related Claims**" means any and all claims under or in connection with applicable employment law, including any liability arising out of any claim for redundancy or severance payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal, equal pay, unlawful discrimination of employees or workers, less favourable treatment following a protected disclosure or whistleblowing event, less favourable treatment of part-time workers and fixed term employees or any other protected status of employees or workers, claims for any protective award, claims relating to working time or holiday pay, any claim for failure to consult under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time), or in relation to any, claims brought by any trade union, works council or other employee representatives, claims for all emoluments and outgoings (including all wages, salaries, bonuses, income or other employee tax (including PAYE national insurance contributions), social security, pension contributions and benefits) and any other claims whether in tort, contract or statute or otherwise) and all claims, costs and expenses reasonably incurred in relation to any claims.

1.9 "**Engage**" means the employment of an IHP or engagement directly or indirectly through any business other than through Karo (whether for a definite or indefinite period), and the terms **Engaged** or **Engagement** shall be construed accordingly.

1.10 "**Karo**", "**we**" "**us**", or "**our**" is defined in clause 2.1.

1.11 "**Karo Content**" means Content made available by or on behalf of Karo to users and/or Members through the Platform or in the provision of our services (by posting, uploading, publishing, messaging, submitting, transmitting or otherwise), including, any third party Content licensed for use to Karo, but excluding Member Content.

1.12 "**Karo Platform Charge**" is defined in clause 8.3.

1.13 "**Guidance**" or "**NMBI Guidance**" means the NMBI's Guidance for Employers, as may be amended from time to time or such equivalent or replaced guide published by or on behalf of the NMBI (the current version of which is available at: <https://www.nmbi.ie/Standards-Guidance>) which may be applicable to the Client notwithstanding clause 6.9.

1.14 "**Guidelines**" or "**Government Guidelines**" means Ireland's Government guidelines and requirements for checking on an applicant's right to work status, as may be amended from time to time or such equivalent or replacement guide published by or on behalf of the Government (the current version of which is available at: [https://www.citizensinformation.ie/en/moving\\_country/moving\\_to\\_ireland/working\\_in\\_ireland/coming\\_to\\_work\\_in\\_ireland.html#](https://www.citizensinformation.ie/en/moving_country/moving_to_ireland/working_in_ireland/coming_to_work_in_ireland.html#)) notwithstanding clause 6.9.

1.15 "**IHP Fee**" means the amount agreed under an Assignment payable by the Client to the IHP (which shall include, without limitation any tax charged by the IHP) in consideration for the provision of services by the IHP under an Assignment.

1.16 "**Independent Healthcare Provider**" or "**IHP**" means a Member of the Platform who is a self-employed provider of healthcare services, such as but not limited to, a qualified nurse, doctor or care

worker acting through a Personal Service Company or other entity approved by Karo, and references to an IHP (or Member where the context indicates an IHP) under these Terms shall include and be deemed to be a reference to the Individual providing services through such Personal Service Company or other entity as well as such Personal Service Company or other entity.

1.17 "**Individual**" means the individual person who trades through a Personal Service Company.

1.18 "**International IHP**" means any IHP where the associated Individual is not an Irish citizen or one of the following: (a) an British citizen; (b) an EEA citizen; (c) a Swiss citizen; (d) an Individual with permanent residency in the Republic of Ireland; or (e) an Individual with indefinite leave to remain in the Republic of Ireland.

1.19 "**Introduction Fee**" means the fee payable to Karo by Client pursuant to clause 9, which shall be notified by Karo to Client from time to time.

1.20 "**Key Terms**" is defined in clause 7.

1.21 "**Member**" means a user of the Platform, classified as either a Client or an IHP, who completes an Account registration and "**Membership**" should be construed accordingly.

1.22 "**Member Content**" means Content made available by a Member to Karo or users and/or other Members through the Platform (by posting, uploading, publishing, messaging, submitting, transmitting or otherwise).

1.23 "**Minimum Hours**" means the number of hours defined in clause 9.2 and notified to the Client.

1.24 "**Bord Altranais agus Cnáimhseachais na hÉireann, Nursing and Midwifery Board of Ireland (NMBI)**" and "**NMBI**" is the regulator for nursing and midwifery professions in the Republic of Ireland. The NMBI maintains a register of all nurses, midwives and specialist community public health nurses eligible to practise within the Republic of Ireland.

1.25 "**Payment Processor**" means a third party online payment processor whom Karo may appoint from time to time to collect, process and remit any payments necessary under the Terms as may change from time to time and "**Payment Processing**" shall be construed accordingly.

1.26 "**Personal Service Company**" means an intermediary which an Individual trades under and which is owned and operated by that Individual.

1.27 "**Platform**" is the Karo platform, as more particularly defined in clause 3.

1.28 "**Profile**" means a Member's Account details providing information about that Member (including as set out in clause 5.5 and 5.6) as may be made visible to other Members via the Platform.

1.29 "**Specifications**" means the specifications of the Vacancy to include:

1.29.1 details of the services required to be performed by the IHP including the nature of the services, the time, date, duration and location of the shift or role, any applicable breaks and their timing and length

(and whether paid or unpaid);

1.29.2 where applicable indicative criteria for selection of an IHP;

1.29.3 the IHP Fee expressed as an hourly-rate;

1.29.4 if applicable a cancellation policy (covering cancellations by either the Client or the IHP); and

1.29.5 any specific identity verification requirements that the Client may have in order to comply with its own policies and/or applicable laws and regulations from time to time in force; and

1.29.6 any other specific practice requirements, on-site rules and regulations or certifications required by the Client.

1.30 "**Supplemental Terms**" is defined in clause 7.2.

1.31 "**Terms**" is defined in clause 4.1.

1.32 "**Total Charge**" means shall have the meaning prescribed in clause 8.4.

1.33 "**Vacancy**" means a specific ad hoc rota vacancy within the healthcare sector commonly on a shift-by-shift basis and "**Vacancies**" shall be construed accordingly.

1.34 "**Verification Services Provider**" means a third party online identification verification services provider whom Karo may appoint from time to time to check an individual's identity information

1.35 "**writing**" includes emails and, where applicable, notification sent, received and displayed through the Platform including via a pop-up window or click through notification and "**writing**" and "**written**" shall be construed accordingly.

1.36 "**you**" in Part 1 corresponds to any user of the Platform (including, where applicable registered Members), in Part 2 it means a Client and in Part 3 it means an IHP (except as otherwise indicated by the context).

## **Part 1: General Terms applicable to all users that access the Platform**

### **2. Who we are and communicating with us**

2.1 We are **DIGITAL STAFF SOLUTIONS LTD** (trading as "*Karo*") - a company registered in The Republic of Ireland ("**Karo**", "**we**" "**us**", or "**our**"). Our company registration number is 616688 and our registered office is at LINDEN LEA PARK, STILLORGAN, CO. DUBLIN, DUBLIN, A94RF89, IRELAND Our registered VAT number is IE 353 687 0BH.

2.2 You can contact us by:

emailing us at **support@karo.ie**;

post at Karo.ie, 20 Linden Lea Park, Stillorgan Co. Dublin, Dublin, A94RF89

have a need to contact you we will do so by:

telephone using the number(s) that you may provide to us; notifying you via the Platform; or

writing to you at your:

(a) email address; or

(b) postal address.

2.4 The terms of our Privacy Notice shall apply to your use of the Platform and communications between us and you. Our Privacy Notice governs any use of your personal data by us and is available at :

<https://www.karo.ie/terms>

### 3. The Platform

Karo provides an online platform and marketplace which connects Clients who have Vacancies with IHPs who wish to engage as independent contractors to provide services direct with and to Clients through [www.karo.ie](http://www.karo.ie) and any other website or application through which we may make the Karo platform and services available from time to time (together the "Platform").

### 4. What these Terms cover and who should read them

4.1 These Platform Terms & Conditions of Use and the documents referred to and incorporated into them as may be updated in writing from time to time by notice on the Platform and to Members ("**Terms**"):

- a) tell you who we are, what we do and do not do and what we charge for; tell you what to do if there is a problem and other important information;
- b) govern the access to and use of the Platform by users and registered Members;
- c) create a legally-binding agreement between us and you;
- d) explain the extent of our liability to you and the allocation of risk between users of the Platform;
- e) govern any communication between:
- f) Karo and users/Members; and
- g) a user/Member and another user/Member.

#### 4.2 The entirety

Members and is legally-binding on such users and Members to the extent applicable in their respective interaction with Karo and use of the Platform.

4.3 Where Karo provides or seeks to supply temporary workers to a Client and is acting as an employment business, terms and conditions specifically applicable to the supply of temporary workers services shall apply. The terms and conditions for the Supply of Temporary Workers Services can be accessed via this link: <https://www.karo.ie/terms>

4.4 Please note that these Terms only apply to Members in **The Republic of Ireland**.

4.5 These Terms incorporate our Acceptable Use Policy.

4.6 All users of the Platform should read these Terms carefully before accessing or visiting the Platform and by using the Platform you agree to be bound by them. If you as a user or visitor do not agree to these Terms, then you do not have the right or permission to access or visit the Platform.

4.7 Where you accept and agree to these Terms, on behalf of another person, company, partnership, organisation, group, association or other entity ("**represented person**") you warrant and represent that you have the authority to bind that represented person to these Terms and in the circumstances, a reference to "Member", "you" and "your" and any other reference to you or your Account and/or any warranties, representations, statements, promises, acknowledgements, acts or omissions made or given by you are deemed to apply equally to such represented person who shall be and shall remain responsible and liable for the same as obligor under these Terms. Where an IHP trades through a Personal Service Company, that Personal Services Company shall procure that IHP shall comply with these Terms and, as the case may be, the terms and conditions of any applicable Assignment.

4.8 If at any time an Individual ceases to be employed by any applicable Personal Service Company or the Personal Service Company ceases to exist or otherwise fails or is unable to duly observe and perform its obligations under these Terms or any applicable Assignment, the Individual shall observe and be bound by each and all of these Terms and any applicable Assignment as if the Individual were a party in place of such Personal Service Company.

4.9 The Individual warrants that they own all of the issued share capital of the applicable Personal Service Company and shall notify us immediately if there is any change in the ownership of its share capital.

4.10 The Platform is directed to persons residing and operating in the United Kingdom. We do not represent that content available on or through the Platform is appropriate for use or available in other locations.

## **5. Use of the Platform, Membership & Account registration, Vacancies and Assignments**

5.1 Users of the Platform may access some areas of the Platform without registering their details or creating an Account. However, the majority of the Platform and its features are open to registered Members only.

5.2 Members of the Platform (and their corresponding Account and Profile) will be classified as either that of:

5.2.1 a Client; or

5.2.2 an IHP.

5.3 Members are responsible for maintaining the security of their Account details and updating their account details to ensure they are accurate and up-to-date.

5.4 We reserve the right at any time to remove a user's or Member's access to the Platform without notice, at our absolute discretion and without liability.

5.5 If a Member chooses or is provided with a Membership 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.

5.6 We have the right to disable any identification code, password or security information, 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.

5.7 If you know or suspect that anyone other than you knows your identification code or password or other security information, you must promptly notify us at support@karo.ie and include the word 'security' in the subject line of the email.

5.8 A Client accessing the Platform may, amongst other things:

5.8.1 create and edit a Profile providing information about the Client and its activities;

5.8.2 post a Vacancy;

5.8.3 invite applications for a Vacancy;

5.8.4 view the Profile of any IHPs applying for a Vacancy;

5.8.5 communicate with an IHP direct;

5.8.6 select an IHP of the Client's choice;

5.8.7 choose to enter into an Assignment direct with the selected IHP in respect of such Vacancy and agree the terms of such Assignment;

5.8.8 manage Vacancies and Assignments;

5.8.9 review an IHP's timesheet for a completed Assignment; and

5.8.10 leave feedback relating to the Client's experience of the IHP and the Assignment (including ratings submitted via our in-built ratings system).

5.9 IHPs 5.9.1

accessing the Platform may, amongst other things:

create and edit a Profile providing information and documentation about and relating to the IHP;

search for Vacancies;

view Vacancies;

view the Profile of a Client posting a Vacancy;

communicate with a Client direct;

choose to make an application to a Client in respect of a Vacancy;

if selected by the Client, agree the terms of an Assignment direct with a Client in respect of such Vacancy;

manage Assignments;

submit a timesheet for a completed Assignment for the Client's approval; and

leave feedback relating to the IHP's experience of the Client and the Assignment (including ratings submitted via our in-built ratings system).

5.10 In the case of each of the items listed in clauses 5.8 and 5.9 above, each of the Client and the IHP warrant and represent that they have authority to carry out and use the Platform to the extent that they do so.

5.11 Users of the Platform (whether they are registered Members or otherwise) understand and agree that you are solely responsible for compliance with any and all laws, rules, regulatory guidance, code of conduct, regulations and tax obligations that may apply to your activities and the operation of your business, your use of the Platform, any Assignment that you may agree with a Member, our services or any Content made available via the Platform.

5.12 For the purposes of these Terms, 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.

5.13 Notwithstanding the generality of clause 23.2.8, each Member acknowledges and agrees that:

5.13.1 Karo and/or the Verification Services Provider, as the case may be, takes reasonable steps to conduct a review of an IHP's identification information and documentation using information and electronic copy documents provided by or on behalf of that IHP and that this does not discharge, modify, reduce, replace or circumvent any requirements that may apply to the Client under applicable law, including, without limitation, any requirement to check any IHP's identity, immigration and right to work status, nor does it qualify the Client for any statutory defence (or make such defence available) in respect of carrying out an identity and right to work check. The Client confirms that it shall take note of and where applicable be responsible for complying with applicable law and the Irish Government Guidelines; and

5.13.2 the identity verification services provided by the Verification Services Provider:

(a) are based on information and electronic copy documents submitted by or on behalf of the IHP;

(b) analyse electronic copy documents submitted and their image to search for indications that they may not be genuine or may have been compromised;

(c) analyse and report upon whether the copy of the document indicates that the document may have been recorded as lost or stolen; and

(d) analyse and report upon whether the documents provided indicate that there are any stipulations, such as an expiration date or job role restrictions; and



5.13.3 Karo shall not permit an IHP to register an Account or Profile if Karo has reason to believe that an IHP's identity cannot be established to Karo's reasonable satisfaction (including via the services of the Verification Service Provider) or where Karo, or as the case may be, the Verification Services Provider, has reason to believe that the IHP does not have the right to work in the Republic of Ireland. This may be due to, without limitation, the following: (1) the requisite level of information has not been provided; (2) copy documents supplied are suspected to be fraudulent; (3) any applicable visa does not permit the applicant to work in the Republic of Ireland; and/or (4) any applicable visa appears to restrict a person from working in any applicable role.

## **6. The Assignment agreed direct between the Client and the IHP**

6.1 The IHP as a self-employed contractor and the Client may choose to enter into an Assignment as between themselves.

6.2 Each Member acknowledges and agrees that Karo:

6.2.1 is a provider of technology only (namely the Platform and associated services) and we do not provide healthcare or recruitment services, advice on legal or regulatory compliance, tax advice, or any other services except as set out in these Terms or otherwise indicated on the Platform;

6.2.2 provides access to the Platform to help Members to make an informed decision about other Members with whom they may decide to agree an Assignment;

6.2.3 does not validate, certify or endorse any particular Member, Vacancy, Content or Assignment;

(a) the conduct of users or Members of the Platform; or  
(b) the performance of services, the grant or exercise of rights or the acceptance or discharge of obligations under any applicable Assignment;

6.2.5 is not responsible for the conduct of IHPs or for organising, managing, directing, monitoring or supervising the provision of services by the IHP to the Client under an Assignment;

6.2.6 is not responsible for the conduct of Clients, including, but not limited to, failure or refusal to sign-off on any applicable timesheet or pay for the services rendered by the IHP under an Assignment; and

6.2.7 shall not be a party to any Assignment or any other engagement or arrangement entered into or agreed direct between a Client and an IHP.

6.3 Subject to the other terms and conditions of these Terms, the Client and the IHP acknowledge and agree that any Assignment into which a Client and an IHP may choose to enter will be entirely at the risk of the applicable Client and IHP.

6.4 Karo is not an agent or insurer of any Assignment or the services and activities of the Client and the IHP thereunder.

6.5 The Client is solely responsible for:

6.5.1 reviewing all applications submitted by IHPs via the Platform in respect of a Vacancy posted by the Client including the corresponding Profiles of such IHP;

6.5.2 carrying out its own due diligence on any IHP making an application for a Vacancy and his/her suitability including satisfying themselves as to the identity of the IHP and their right to work status including by reference to and analysis of original documentation provided by or on behalf of the IHP and any taking and filing of copies thereof and any direct and in-person enquiries as may be required by law, under the Government Guidelines, under the NMBI Guidelines or as may be deemed necessary by the Client;

6.5.3 deciding whether or not:

- (a) the IHP meets or is able to meet the Specifications;
- (b) to select a particular IHP who makes an application for a Vacancy;

6.5.4 negotiating and agreeing the terms and arrangements relating to any Assignment into which the Client and the IHP may choose to enter including where applicable any Supplemental Terms; and

6.5.5 deciding whether or not to enter into an Assignment with any particular IHP.

6.6 The IHP is solely responsible for:

6.6.1 reviewing Vacancies posted by the Client including the corresponding Profiles of such Client;

6.6.2 carrying out his/her own due diligence on any Client posting a Vacancy and his/her suitability;

6.6.3 deciding whether or not to apply for a particular Vacancy;

6.6.4 negotiating and agreeing the terms and arrangements relating to any Assignment into which the IHP and the Client may choose to enter, including where applicable any Supplemental Terms; and

6.6.5 deciding whether or not to enter into an Assignment with any particular Client.

6.7 Karo shall have no responsibility for any decisions made by the Client or as the case may be the IHP via the Platform including without limitation the processes and decisions set out in this clause 6.

6.8 A Client may amend, update or withdraw a Vacancy at any time prior to entering into an Assignment on the basis of such Vacancy.

6.9 Members acknowledge and accept that the legal status of the IHP when providing services under an Assignment is for the Client and the IHP to agree and determine between themselves.

## **7. Key Terms of an Assignment and Supplemental Terms**

7.1 Members agree with Karo that any Assignment between a Client and an IHP shall incorporate and be deemed to include the following terms which shall constitute Key Terms :

7.1.1 The Specifications applicable to the Vacancy and agreed by the Client and the IHP.

7.1.2 The IHP shall:

- (a) provide their services under an Assignment to the Client:

- (i) with reasonable skill and care; and
- (ii) in accordance with the Specification;
- (b) comply with the NMBI's Code, the NMBI Guidance, applicable law and any other requirements including, without limitation, the obligations in respect of insurance and confidentiality;
- (c) submit an accurate timesheet into the Platform detailing the services provided to the Client in respect of each Assignment completed;
- (d) be prepared to present to the Client original proof of identity documentation (which may include photographic identity documents, for example a passport or EU or EEA national identity card and any applicable visa documentation) and proof of address (including, for example, a recent bank statement, utility bill or council tax bill) on or before the date of the first Assignment entered into with a Client and at any other time upon request from an applicable Client (and be prepared to allow the Client to take a copy of the such documentation and retain any such copy on file); and
- (e) (where an International IHP) be prepared to provide both Karo and the Client with updated proof of identity and visa documentation on expiry of original proof of identity or visa documentation (or associated validity periods thereof) with the understanding that Membership is dependent upon providing such unexpired documentation.

#### 7.1.3 The Client shall:

- (a) pay the IHP Fee in consideration of the provision of the services by the IHP under the Assignment; and
- (b) provide a safe working environment at the location at which the IHP is to provide the services under the Assignment; and
- (c) approve via the Platform all timesheets validly and accurately submitted into the Platform by the IHP detailing the services provided to the Client in respect of each Assignment completed;
- (d) take note of and where applicable be responsible for complying with the NMBI Guidance from time to time in force; and
- (e) be responsible for complying with any rules, regulations, orders or direction of HIQA.

#### 7.1.4 Each of the Client and the IHP:

- (a) shall comply with these Terms in granting the rights and discharging the obligations and performing their respective obligations under the Assignment;
- (b) agree that any Supplemental Terms (defined in clause 7.2 below) incorporated into or intended and agreed by the Client and the IHP to form part of any Assignment that purport to vary or dis-apply any rights or obligations of Karo or any obligations owed by the Client or the IHP to Karo under these Terms shall be void and deemed deleted or dis- applied, but that shall not affect the validity and enforceability of the rest of the Assignment;
- (c) the Assignment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each of the Client and the IHP irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with an Assignment or its subject matter or formation.

7.2 Subject to clauses 7.3 and 7.1.4(b), the Client and the IHP are free to agree between themselves that the Key Terms of the Assignment will be supplemented by such additional terms and conditions which they see fit:

7.2.1 which the Client may request to upload to the Platform (whether by way of an addition to the Client's Profile or, as the case may be, any particular Vacancy) and to which the IHP may agree shall apply to the Assignment; and/or

7.2.2 which the Client and the IHP may otherwise agree shall apply to the Assignment, whether in writing or otherwise, and such terms and conditions shall be deemed to be incorporated into and form a part of the applicable Assignment ("**Supplemental Terms**").

7.3 The Client and the IHP hereby agree that no Supplemental Term shall purport to vary or dis- apply any rights or obligations of Karo under these Terms or any obligations owed by the Client or the IHP to Karo (whether uploaded by the Client or otherwise) and any such Supplemental Term shall be void and deemed deleted and dis-applied, but that shall not affect the validity and enforceability of the rest of the Assignment.

7.4 Unless otherwise agreed between the Client and the IHP, an Assignment based on a particular Vacancy shall incorporate the details of that Vacancy (and the content of the respective Profile of the IHP and the Client) as constituted at the time that the Assignment is agreed.

7.5 The Client and the IHP may communicate directly to discuss the Assignment and its completion and we encourage Members to do so.

7.6 Where a Client wishes to upload any written Supplemental Terms they should send a request to our technical team at support@karo.ie.

7.7 Where the Client and the IHP enter into an Assignment, the IHP, through the applicable Personal Service Company, shall make available to the Client the Individual to provide the services on the terms of the Assignment and subject to these Terms.

7.8 If there is any conflict between these Terms and the Supplemental Terms, the provisions of these Terms shall apply.

## **8. The IHP Fee and the Karo Platform Charge**

8.1 The IHP shall be entitled to charge the Client the IHP Fee agreed under an Assignment based on the hours worked by the IHP in the performance of the Assignment.

8.2 The IHP Fee is notified to Karo by reference to the terms of an accepted Vacancy.

8.3 Karo will be entitled to charge to each Client a fee in consideration of the Client's and the IHP's use of the Platform which shall be based upon the agreed percentage of the applicable IHP Fee as set forth in Schedule 1 (the "**Karo Platform Charge**").

8.4 The "**Total Charge**" payable by the Client in respect of an Assignment is comprised of the:

8.4.1 IHP Fee; plus

8.4.2 Karo Platform Charge; plus

8.4.3 where applicable and if required to be charged separately taxes and any other expenses or costs that we may reasonably incur.

8.5 Subject to the Client signing-off the corresponding timesheet submitted by the IHP in respect of each Assignment, the Client agrees and as applicable shall (or as the case may be shall instruct the Payment Processor to):

8.5.1 deduct the Karo Platform Charge from the Total Charge and pay it to Karo; and

8.5.2 pay the IHP Fee to the IHP.

## **9. Temporary to Permanent**

9.1 If, during or within six months following the last day of an Assignment, the Client Engages the IHP other than via the Platform, the Client will pay Karo the Introduction Fee.

9.2 The Introduction Fee will not be payable if the Client gives written notice (to be received by Karo before the end of the then current Assignment) to Karo that it intends to continue the Assignment for a further period of a minimum of three months ("**Extended Assignment**") before it Engages the IHP other than via the Platform, and during the Extended Assignment a minimum of 360 hours (the "**Minimum Hours**") are completed by the IHP.

9.3 Where the Client decides (in accordance with clause 9.2) to have the IHP supplied via the Platform for the Extended Assignment:

(a) at the end of the Extended Assignment and having satisfied the Minimum Hours, the Client may Engage the IHP without paying the Introduction Fee; and

(b) if the Client chooses an Extended Assignment, but engages the IHP before the end of the Extended Assignment, the Introduction Fee may be charged by Karo, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client.

## **10. Payment Processor**

10.1 Members agree that we have no obligation to and we do not pay the IHP for services rendered by them to Client under an Assignment or otherwise and Karo accepts no liability for any sums that are owed by the Client to the IHP. We do, however, facilitate the Client's payment of sums due from Client to an IHP by providing Members with access to a Payment Processor facility.

10.2 We do not charge you to use the Payment Processor platform but we reserve the right to in the future. If you make use of the online Payment Processor platform, you, agree to the terms and conditions governing the use of the Payment Processor platform relevant platform's service from time to time in force.

10.3 Each Member appoints Karo as its limited agent solely for the purpose of collecting and processing payments under an Assignment via the Payment processor or otherwise.

## **11. Cancellations by a Client**

11.1 Clients may elect to cancel a request for services from an IHP under an Assignment, in which case the Client may be charged a cancellation fee payable to the IHP, as agreed between the Client and the IHP as a Supplemental Term under an Assignment.

11.2 In the event that:

11.2.1 a Client and an IHP confirm an Assignment via the Platform and the Client does not cancel the Assignment at least four (4) hours before the agreed start time then the Client shall pay the IHP the equivalent of a minimum of four (4) hours work at the hourly rate agreed under the applicable Assignment;

11.2.2 a Client and an IHP confirm an Assignment via the Platform and an IHP arrives for the booked shift and the Client decides that the IHP is no longer needed, the Client shall pay the IHP the full IHP Fee as agreed under the applicable Assignment.

11.3 Karo's authority to make payments or refunds in respect of cancellations by the Client will depend upon the cancellation policy of the applicable Assignment, as agreed between the Client and the IHP as a Supplemental Term, and is subject to the Client's explicit instructions to Karo to process such payments or refunds.

11.4 Information relating to the frequency and timeliness of cancellations by a Client will be visible to IHPs in the Client's Profile.

## **12. Cancellations or 'no-shows' by an IHP**

12.1 Information relating to the frequency and timeliness of cancellations by an IHP will be visible to Clients in the IHP's Profile.

12.2 Late cancellations or 'no-shows' by an IHP may result in the IHP's use of the Platform being terminated at our sole discretion.

## **13. Privacy**

13.1 Our Privacy Notice sets out the terms on which we process any personal data we collect from or about Members, or that we collect about you. Please ensure that you read and understand our Privacy Notice which can be found at: <https://www.karo.ie/terms>

13.2 Our use of cookies is covered in our Privacy Notice.

## **14. Karo Content and performance and availability of the Platform**

14.1 We are the owner or the licensee of all intellectual property rights in and to the Platform and the Karo Content. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

14.2 You may print off any number of copies, and may download extracts, of the Karo Content for your personal use and you may draw the attention of others within your organisation, if applicable.

14.3 You must not modify the paper or digital 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 comprising the Karo Content separately from any accompanying text.

14.4 You agree to acknowledge our status (and that of any identified contributors) as the authors, owner or licensee of the Karo Content.

14.5 You must not use any part of the Karo Content for commercial purposes without first seeking and obtaining written approval from us using.

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

14.7 Whilst we use our reasonable endeavours to ensure that Karo Content on the Platform is accurate and up-to-date, Karo does not warrant the accuracy or completeness of the Karo Content which is provided "*as available*" and "*as is*" with no express or implied warranty for availability, accessibility, accuracy or completeness and without any other representations, warranties, conditions or other terms of any kind.

14.8 We may update and change the Platform 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.

14.9 We do not guarantee that the Platform, 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 the Platform for business, technical or operational reasons. We will try to give you reasonable notice of any planned suspension or withdrawal of the Platform or any part of it. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Platform, or any features, parts or content of the Platform.

## **15. Member Content and other information provided by Members**

15.1 Each Member warrants and represents that all information (including personal data) and documentation including Member Content provided to Karo by or on behalf of a Member, posted on the Platform, provided to the Verification Services Provider and/or provided to other Members is and will be:

15.1.1 up-to-date;

15.1.2 complete;

15.1.3 accurate;

15.1.4 truthful; and

15.1.5 not misleading.

15.2 Without prejudice to the generality of clause 15.1, such Member Content and information as set out in 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5 clause 15.1 includes the contents of:

a Member's Profile;

the information, documents, statements and assurances required and provided as part of the Account registration process, to the Verification Services Provider and/or as is otherwise required in order to keep the Account up to date;

information contained within any direct communications between Members or between Members and Karo;

feedback (including ratings submitted via our in-built ratings system) provided by a Member about another Member; and in respect of a Client, a Vacancy.

15.3 Each Member agrees not to post any Content or take any action on or via the Platform, which knowingly infringes or violates the rights (including, but not limited to, intellectual property rights and in respect of breach of confidence or data protection laws) of or relating to any third party or otherwise violates any applicable law.

15.4 The Platform may include Member Content uploaded by Members, including to comments pages, bulletin boards and chat rooms. This Member Content is not controlled by us and has not been verified or approved by us. You are solely responsible for any content submitted by you and acknowledge that all Member Content expresses the views of their respective authors and does not represent the views, values and/or opinions of Karo.

15.5 If you wish to complain about information and materials uploaded by other users please contact us at support@Karo.ie or by using any of the information provided in 2.2.

15.6 By submitting, posting or displaying Member Content to Karo or on the Platform, you:

15.6.1 grant us a worldwide, non-exclusive, irrevocable, perpetual, royalty-free license to use, reproduce, adapt, modify, distribute, sub-licence and publish such Member Content through our service, subject to our duty of confidentiality owed to Members and our applicable data protection obligations;

15.6.2 you are the owner or have the necessary rights, licenses, consents and releases that are

15.7 We reserve the right to refuse to accept, post, display or transmit any Member Content in our sole discretion and shall comply with our applicable data protection obligations in accordance with our Privacy Notice.

15.8 We may review and remove or disable any Member Content that, we in our sole and absolute opinion consider:



15.8.1 violates these Terms or applicable laws, rules or regulations;

15.8.2 violates our Acceptable Use Policy;

15.8.3 is abusive, disruptive, offensive or illegal; or

15.8.4 violates or could potentially violate the rights of, or harms or threatens the safety of, Karo and our personnel, Clients and their personnel, IHPs, Members or other users of the Platform or any third party.

15.9 We reserve the right to prevent further access to the Platform for violating the Terms including the provisions of this clause 15.

15.10 Members may amend, update or withdraw Member Content posted on the Platform at any time, however, you understand and accept that we shall be entitled to retain for archival, insurance and compliance purposes a copy of all such previous Member Content and other relevant information and documents that we have in our possession or control relating to such Member and any Assignment.

15.11 We may retain and make use of anonymised, aggregated information relating to any Member and any Assignments.

## **16. Websites we link to**

Where the Platform 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 approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources. We suggest that you read the terms of use and privacy notices of such sites at the time of visiting such sites.

## **17. Viruses**

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

17.2 You are responsible for configuring your information technology, computer programmes and platform to access the Platform. You agree to use your own virus protection software.

## **18. Termination**

18.1 Our agreement with you under these Terms shall continue unless terminated:

18.1.1 by us by written notice to you with immediate effect following any breach of these Terms by you which, in our reasonable opinion, is not capable of remedy; or

18.1.2 by 10 days' written notice by us to you in the event of any breach of these Terms, which is, in our reasonable opinion, capable of remedy and which is not remedied within 21 days after an earlier written notice requiring you to do so; or

18.1.3 by written notice with immediate effect by us and without liability on our part in good faith if we reasonably consider for any reason that:

- (a) you may not meet your obligations to us under these Terms; or
- (b) the information and documents that you provide and/or any details contained in them are misleading, inappropriate or untruthful;

18.1.4 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.

18.2 Karo may terminate a Member's Account and access to the Platform or suspend, deactivate or terminate an Account in the event of the circumstances arising above in clause 18.1.

18.3 Each Member may terminate its Account for any reason at any time upon written notice to Karo, subject to the Member performing and discharging all of its respective obligations at that time under the Terms and, where applicable, any Assignment then in force. Karo shall terminate the Account at such time as all Assignments in force at the time of the notice to terminate have expired or terminated.

18.4 Upon termination, suspension or deactivation of a Member's Account, we shall be entitled to retain for archival, insurance and compliance purposes a copy of all related Member Content and other relevant information and documents that we have in our possession or control relating to such Member and any Assignment.

18.5 We may retain and make use of anonymised, aggregated information relating to the former Member and any Assignments.

## **19. Data privacy**

19.1 You warrant that any and all personal data that you provide to us:

19.1.1 may be collected, stored, processed and used in accordance with our Privacy Notice, as may be updated from time to time; and

19.1.2 is provided to us with the necessary permission authority of the person about whom such whose personal data relates and all necessary authorisations, consents or other permissions to process and use the personal data in accordance with the Data Protection Legislation and all applicable regulatory requirements.

19.2 Karo and Members agree to comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 19, Applicable Laws means (for so long as and to the extent that they apply to Karo and as the case may be any Member) the law of the European Union, the law of any member state of the European Union and/or Domestic Law in Ireland; and Domestic Irish Law means any Data Protection Legislation from time to time in force in Ireland including the Data Protection Act 2018 or any successor legislation.

19.3 Karo and Members acknowledge that for the purposes of the Data Protection Legislation, the Member is the Data Controller and Karo is the Data Processor (where Data

Controller and Data Processor have the meanings as defined in the Data Protection Legislation).19.4 Without prejudice to the generality of clause 19.2, each Member will ensure that it has all necessary appropriate consents, permissions and notices in place to enable lawful disclosure, transfer and Processing of the Personal Data (as defined in the Data Protection Legislation and in the case of a Member generally, includes the Personal Data of such Member's employees, officers, representatives, advisers, suppliers and any other person for whom such Member holds or processes Personal Data and further, in respect of a Client specifically, such Client's patients, residents, visitors, suppliers, healthcare providers and any other person for whom such Member holds or processes Personal Data) to Karo and as applicable to other Members for the duration and purposes of the Terms.

19.5 Without prejudice to the generality of clause 19.2, Karo shall, in relation to any Personal Data processed in connection with the exercise of our rights and the performance by us of our obligations under these Terms:

19.5.1 Processes that Personal Data only on the written and reasonable instructions of a Member unless Karo is required by Applicable Laws to otherwise process that Personal Data. Where Karo is relying on laws of a member of the European Union or European Union law as the basis for Processing Personal Data, Karo shall promptly notify such Member of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Karo from so notifying such Member;

19.5.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, anonymising, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

19.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

19.5.4 transfer any Personal Data outside of the European Economic Area, UK or Ireland in accordance with the Data Protection Legislation;

19.5.5 comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

19.5.6 inform Member if, in our opinion, any instructions provided by Member infringe the GDPR or the DPA;

19.5.7 take reasonable steps to ensure that only authorised personnel have access to such Personal Data and that any persons whom it authorises to have access to the personal data are bound by an obligation of confidentiality;

19.5.8 a Member, at such Member's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities or regulators; notify such Member without undue delay on becoming aware of a Personal Data breach; at the written direction of a Member, delete or return Personal Data and copies thereof (to the extent it is reasonably possible to do so) to a Member on termination of the agreement under these Terms unless required by Applicable Law to store the Personal Data or as is otherwise permitted under these Terms including clauses 15.10 and 18.4; engage any sub-processors in the performance of the our services under or in connection with these Terms without the general authorisation consent of Member (such Terms shall constitute such authorisation);

ensure that any sub-processor it engages to provide the IHP Platform Services on its behalf in connection with these Terms does so only on the basis of a written contract which imposes on such sub-processor the same terms than those imposed on us in this clause (the "Relevant Terms"). Karo shall procure the performance by such sub-processor of the Relevant Terms and shall be liable to us for any breach by such person of any of the Relevant Terms; and

19.5.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 19. prejudice to the generality of clauses 19.2 and 19.4 and to the extent that a Member

19.6 Without acts as

19.6.1 process that Personal Data only on the written instructions of, as applicable Karo and/or as the case may be another Member(s) unless such Member is required by Applicable Laws to otherwise process that Personal Data. Where such Member is relying on laws of a member of the European Union or European Union law as the basis for Processing Personal Data, such Member shall promptly notify Karo and/or the other Member(s) of this before performing the Processing a Data Processor and Karo or, as the case may be, another Member acts as independent Data Controllers, each Member shall, in relation to any Personal Data processed in connection with the exercise of such Member's rights and the performance by such Member's obligations under these Terms and any applicable Assignment: required by the Applicable Laws unless those Applicable Laws prohibit such Member from so notifying Karo and/or the other Member(s);

19.6.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful Processing of Personal Data and to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, anonymising, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

19.6.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

19.6.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Karo and/or the other Member(s) to whom the Personal Data relate has been obtained;

19.6.5 comply with such Member's obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

19.6.6 provide full assistance to Karo and/or the other Member(s), in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

19.6.7 notify Karo and/or the other Member(s) without undue delay on becoming aware of a Personal Data breach;

19.6.8 at the written direction of Karo and/or the other Member(s), delete or return Personal Data and copies thereof to Karo and/or the other Member(s) unless required by Applicable Law to store the Personal Data or as is otherwise permitted under these Terms or by agreement under an Assignment;

19.6.9 not engage any sub-processors in the performance of the services under or in connection with these Terms without the specific consent of Member or Karo as appropriate (such Terms shall constitute such authorisation);

19.6.10 ensure that any sub-processor it engages to provide the IHP Platform Services on its behalf in connection with these Terms does so only on the basis of a written contract which imposes on such sub-processor the same terms than those imposed on us in this clause (the "Relevant Terms"). Member shall procure the performance by such sub-processor of the Relevant Terms and shall be liable to us for any breach by such person of any of the Relevant Terms; and

19.6.11 maintain complete and accurate records and information to demonstrate its compliance with this clause 19.

19.7 Each Member acknowledge that their Personal Data may be Processed by us, the Payment Processor and/or the Verification Services Provider on the terms of our Privacy Notice and,

as applicable, the respective data privacy terms and conditions of the Payment Processor and the Verification Services Provider, as communicated to Members from time to time.

19.8 Members agree that in order to register an Account and make use of the Platform, it may be necessary for Members to interact with and as necessary provide information (including Personal Data) to the Payment Processor and Verification Services Provider direct and this shall be subject always to the terms of clause 19.7.

19.9 Member will inform Member and/or Karo 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 these Terms.

## **20. Limitation of Liability (each Member's particular attention is drawn to this clause 20)**

20.1 The limits and exclusions in this clause reflect the insurance cover we have been able to arrange. Each Member is responsible for making its own arrangements for the insurance of any losses it may suffer under or in connection with or arising out of:

20.1.1 these Terms;

20.1.2 their use of the Platform;

20.1.3 their assessment and, where applicable, selection of and interaction and dealings with any other Member; and

20.1.4 any Assignment.

20.2 Nothing in these Terms limits any liability which cannot legally be limited, including but not limited to liability for:

20.2.1 death or personal injury caused by our negligence;

20.2.2 fraud or fraudulent misrepresentation; and

20.2.3 any other loss or liability that may not otherwise be limited at law.

20.3 Subject to clauses 20.2 and 20.4, our total aggregate liability to any Member in respect of all breaches of duty or contract occurring within any contract year shall not exceed the lesser of:

(a) one hundred thousand pounds sterling (£100,000); and

(b) one hundred percent (100%) of the total Karo Platform Charge received by Karo in respect of all Assignments in which such Member was a party in the 12 months before the first breach occurred.

20.3.2 "**contract year**": a contract year means a 12-month period commencing on the date on which the Member's Account is registered or any anniversary of it

20.3.3 "**total aggregate liability**". Karo's total aggregate liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms.

20.4 This clause 20.4 sets out specific heads of excluded loss and exceptions from them:

20.4.1 Subject to clause 20.2, the following types of loss are wholly excluded under these Terms:

(a) loss of profits

(b) loss of sales or business.

(c) loss of revenue.

(d) loss of agreements or contracts.

(e) loss of anticipated savings.

(f) loss of use or corruption of software, data or information.

(g) loss of or damage to goodwill.

(h) indirect or consequential loss.

20.5 Subject to clause 20.2, we are not liable to a Member for:

20.5.1 any losses arising from the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations by or on behalf of any other Member, including, without limitation in respect of or by reference to the identity of any Member, any skill or qualification or eligibility or right to work of such Member whether stated or relied upon at the time of Account registration, in a Profile, under or under or in the performance of an Assignment or otherwise; or

20.5.2 any losses arising from the theft, destruction, deletion, disclosure or damage of or to any data, information, computer systems, possessions or materials by another Member, whether under or in the performance of an Assignment or otherwise.

20.6 Each Member agrees to indemnify, defend and hold Karo and our directors and employees harmless from and against any and all claims, losses, expenses or demands of liability, including reasonable legal and other professional fees and costs (including VAT) incurred by us in connection with any claim (including an intellectual property claim) arising out of:

20.6.1 the Member Content submitted, posted or transmitted through the Platform or between Members;

20.6.2 the Member's use of the Platform in violation of these Terms or in violation of any applicable law;

20.6.3 another Member's acts or omissions under or in the performance of an Assignment; or

20.6.4 all and any Employment Related Claims, or alleged Employment Related Claims, brought by any Member against Karo, including claims in respect of all emoluments and outgoings in relation to any Member (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period or circumstance.

20.7 This clause 20 shall survive termination of the contractual relationship formed under these Terms or the termination of any Member Account.

## **21. Other important terms**

21.1 **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 in advance.

21.2 **Nobody else has any rights under these Terms.** These Terms are entered into between you and us. No other person shall have any rights to enforce any of its terms. Neither of us or you will need to get the agreement of any other person in order to end the contract under these Terms or make any changes to these Terms.

21.3 **If a court finds any part(s) of these Terms are illegal, the rest will continue in force.** Each of the clauses and sub-clauses of these Terms (and any documents incorporated into them) operates separately. If any court or relevant authority decides that any clause and/or sub-clause is or are unlawful, the remaining clauses and sub-clauses will remain in full force and effect.

**Even if we delay in enforcing any of our rights under these Terms, we can still enforce them 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 our contract under these Terms, 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 access to the Platform and provide our services, we can still require you to make the payment at a later date.

**21.4 Entire Agreement.** These Terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of these Terms.

**21.5 Which laws apply to these Terms and where you may bring legal proceedings.** The Terms shall be governed by the laws of England, without regard to its conflict-of-law provisions. The Courts of London (England) shall have exclusive jurisdiction over any dispute (including non-contractual disputes) arising under or in relation to these Terms.

**21.6 Notices.** All notices given by you to us must be given in writing to the address set out at the end of these Terms. We may give notice to you at either the email or postal address you provide to us when using or registering with the Platform.

**21.7 No Variation.** These Terms may not be varied except with our express written consent.

## **22. Confidentiality**

**22.1** We undertake that we shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of a Member and in the case of a Client specifically, its patients, residents, visitors, suppliers and healthcare providers, except as otherwise permitted:

22.1.1 under these Terms;

22.1.2 by agreement in the operation, use and access of the Platform;

22.1.3 as part of the Account registration process with a Member's consent; and

22.1.4 by clause 22.2.

**22.2** We may disclose a Member's or user's confidential information:

22.2.1 to our employees, officers, representatives or advisers who need to know such information for the purposes of exercising our rights or carrying out our obligations under these Terms and otherwise in the operation of the Platform. We shall ensure that our employees, officers, representatives and advisers to whom we discloses such Member's or user's confidential information comply with clauses 22.1, 22.2 and 22.5; and

22.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**22.3** Each Member and user undertakes that they shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Karo or any Member or user of the Platform and in the case of a Client specifically, its patients, residents, visitors, suppliers and healthcare providers, except as otherwise permitted, except as otherwise permitted:

22.3.1 under these Terms;

22.3.2 by agreement in the operation, use and access of the Platform;



22.3.3 under an Assignment; and

22.3.4 by clause 22.4.

22.4 A Member or user may disclose Karo's or another Member's or user's confidential information:

22.4.1 to such Member's or user's employees, officers, representatives or advisers who need to know such information for the purposes of exercising such Member's or user's rights or carrying out their obligations under these Terms and otherwise in the operation and use of the Platform. Such Member or user shall ensure that their employees, officers, representatives and advisers to whom they may disclose the confidential information of Karo, a Member or user comply with clauses 22.3, 22.4 and 22.5; and

22.4.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

22.5 No party (us, a Member or a user) shall use any other party's confidential information for any purpose other than to perform its obligations under or in connection with these Terms and the operation, use and access of the Platform.

## **Part 2: Clients and the Platform**

### **23. Karo's obligations and Client's acknowledgements**

23.1 The Client acknowledges and agrees that:

23.1.1 we do not employ or otherwise engage any IHPs:

23.1.2 nothing in these Terms shall in any way constitute any IHP as an employee or worker ours;

23.1.3 we do not recommend or suggest any IHP to Clients, and the only checks we make on an IHP are those forest out in clause 23.2.

23.1.4 we make no representation and give no warranty as to the suitability of any IHP for any Vacancy and vice-versa;

23.1.5 we do not exercise any control over what Vacancies an IHP may apply for or are offered by Clients on the Platform;

23.1.6 we have no obligation to vet and/or evaluate or provide an opinion in relation to the identity, right to work, suitability, qualifications and credentials of any IHP identified through our Platform or who applies to fill a Vacancy through our Platform, nor to ensure their suitability for any Vacancy, although we do provide Clients with access to tools and features that may assist them to do so. It is for the Client and each IHP to agree any the terms under a relevant Assignment. Any contract entered into, whether a contract for services, employment arrangement or any other arrangement, will be entered into between the Client and the IHP direct. We play no part in the negotiation of such arrangements;

23.1.7 we do not supervise any IHP or exercise any control over the manner in which an IHP performs any services to the Client under an Assignment or otherwise;

23.1.8 we have no responsibility for the quality of services performed by the IHP for the Client under an Assignment or otherwise;

23.1.9 you shall have sole responsibility for assessing the suitability of any IHP, verifying his/her identity, suitability for any Vacancy including their right to work, verifying their experience, references and qualifications and establishing that the IHP and the Client each have adequate insurance to cover the risks including third party risks of the Client and the IHP entering into an Assignment in respect of or during or arising out of the period for which the IHP is performing any services under an Assignment;

23.1.10 it is the Client's responsibility to ensure, check and request documentary evidence as applicable that the IHP is suitably insured for professional indemnity and public liability risks where required or desirable;

23.1.11 it is not our responsibility to resolve any disputes between a Client and an IHP; and

23.1.12 you will communicate direct with any IHP in order to satisfy yourself as to the items, matters, acknowledgements and obligations set out in this clause 23 and otherwise under these Terms and any applicable Assignment.

23.2 The Client acknowledges and agrees that we take reasonable steps to carry out the following checks in relation to IHPs:

23.2.1 we communicate by telephone or in person to assess appropriate experience and English language skills;

23.2.2 obtain two references from previous employment in the healthcare industry;

23.2.3 conduct a visual check of uploaded training certificates;

23.2.4 for registered nurses, we review the NMBI registration database for restrictions on practice – where any restrictions are noted then we will highlight these in the Profile of the relevant IHP that is visible to Clients;

23.2.5 obtain and view copies of Garda Clearance Certificates. If the IHP is not registered for – any prior convictions that are noted will be highlighted in the IHP Profile that is visible to Clients;

23.2.6 obtain an attestation by the IHP in which the IHP states that they have and will maintain professional indemnity insurance as required by the NMBI;

23.2.7 obtain a attestation by the IHP in which the IHP states that they are competent in medication management and clinical competency;

23.2.8 conduct or procure an online ID check using a Verification Services Provider in accordance with these Terms including clause 5.10; and

23.2.9 the Client acknowledges, and agrees that it is reasonable, that we may rely upon a third party Verification Services Provider or other such reputable third party to discharge certain of the steps set out above.

23.3 The Client understands that currently the only IHPs on the Platform are carers and nurses registered with the NMBI. Should this change in the future to cover other types of IHPs we will notify Clients and update these Terms and the checks we perform accordingly.

23.4 While we carry out the checks in clause 23.2 and review their results from time to time, it is for Clients to carry out all necessary and appropriate checks, including but not limited to, identification (including satisfying itself that analysis of original identification documents as applicable has been carried out), qualifications and previous experience, whether such checks are required by law, regulation, governing body compliance or otherwise.

23.5 If a Client has any concerns about the behaviour or practice of an IHP then they should escalate their concerns in accordance with their legal and regulatory obligations including as an operator regulated by the HIQA, to the NMBI if the Client may deem it appropriate, and, where applicable, in accordance with the Client's own policy. Clients must inform Karo of any ongoing concerns, allegations or investigations involving an IHP who is a Member of the Platform.

23.6 Nothing in these Terms shall limit or exclude our liability to you:

23.6.1 for death or personal injury caused by our negligence;

23.6.2 for fraudulent misrepresentation; or

23.6.3 for any other liability that, by law, may not be limited or excluded.

23.7 Subject to this, in no event shall we be liable to you for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses, and any liability we do have for losses you suffer arising from these Terms shall not exceed the total aggregate liability as set out in clause 20.3 and is strictly limited to losses that were reasonably foreseeable.

23.8 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by events outside our reasonable control.

## **24. Your obligations as a Client**

24.1 You as a Client agree that, by posting a Vacancy on our Platform you authorise IHPs to search for, and to apply to fill, such Vacancies.

24.2 You as a Client warrant to us that:

24.2.1 your Profile will be genuine, honest, truthful and accurately reflect the nature of you and your activities; and

24.2.2 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, the Specifications and services required, location, rates of pay, necessary prior experience (if any), qualifications required (if any) and hours of work,

24.3 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 including without limitation the The Equal Status Acts 2000-2018. Your description of any Vacancy and the criteria required for any IHP to fill it will not discriminate on the grounds of race, gender, disability or other unlawful grounds.

24.4 You will leave feedback relating to your experience of the IHP and the Assignment (including ratings submitted via our in-built ratings system) and such other information as we may require in relation to IHPs from time.

24.5 If you have any reason to believe that an IHP's identity, experience or qualifications or the content of the IHP's Profile are not as the IHP has detailed or if you are dissatisfied with an IHP's performance, you will notify us in writing as soon as possible.

24.6 You acknowledge that IHPs will also be asked to provide feedback on the Client which will be visible in the Client's Profile to other IHPs.

24.7 You agree that we have no obligation to pay any IHP for services rendered by them to you under an Assignment or otherwise. We do, however, facilitate the payment of sums due from you to them by providing you with access to a Payment Processor platform.

24.8 You acknowledge that a summary view of the timeliness of approving timesheets and in making the payments to the IHPs will be visible in your Profile to other IHPs.

24.9 Prior to posting a Vacancy, and in order for us to be able to facilitate in-Platform payments via a third party Payment Provider, we will be required to on-board you and perform Know Your Client/Anti-Money Laundering checks. To do this we may require some or all of the following information and documents to evidence such information:

For an individual:

- 24.9.1 Name
- 24.9.2 Email
- 24.9.3 Date of Birth
- 24.9.4 Nationality
- 24.9.5 Country of Residence
- 24.9.6 Home Address
- 24.9.7 Proof of Identity (e.g. passport, driver's license, etc)

For a company or other corporate entity:

- 24.9.8 Company Name
- 24.9.9 Company Number
- 24.9.10 Company Registered Address
- 24.9.11 Share Holders Agreement
- 24.9.12 Articles of Association
- 24.9.13 Incorporation Certificate

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

24.10.1 the specific location eg address and unit/floor/ward, at which the Client and the IHP have agreed that any services are to be performed;

24.10.2 the date and time at which the services are to commence and the duration for which they are required;

24.10.3 the hourly rate at which you offer the Vacancy;

24.10.4 the number of hours of paid or unpaid break time to be taken; and

24.10.5 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.

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

24.12 Upon agreeing an Assignment with an IHP you agree that you will:

24.12.1 conduct all necessary and appropriate risk assessments relating to the performance of any services and notify the IHP of any actual or potential risks.

24.12.2 inform the IHP 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, IT and systems security, data privacy, confidentiality rules, procedures and regulations).

24.12.3 review the IHP's completed timesheets as soon as possible, in order to verify the IHP's days and hours of attendance. You are responsible for verifying and approving timesheets and you understand that an indication of the Client's timeliness in approving timesheets will be visible to IHPs.

## **25. Payment requirements for Clients**

25.1 Upon the Client's agreement of a timesheet in relation to a specific Assignment, the corresponding costs and payment details shall be included in Karo's consolidated weekly invoicing procedure in respect of the Client.

25.2 Unless otherwise agreed, an invoice will be generated by us and issued to the Client on a weekly basis covering:

25.2.1 The Total Charges the IHP Fees payable to each IHP under relevant Assignments; and

25.2.2 the corresponding Karo Platform Charge agreed to be paid to Karo in consideration for Karo making available and operating the Platform and providing its services and based upon an agreed percentage of the applicable hourly rate payable to the IHP as the IHP Fee.

25.3 The Client agrees to pay the Total Charge applicable under any Assignment into the account notified in writing by Karo to the Client via direct debit or as otherwise agreed with Karo.

25.4 The Client shall instruct the Payment Processor that, upon receipt of sufficient funds into the Client's e-wallet in the Payment Processor platform, the Payment Processor shall transfer the:

25.4.1 IHP Fee to the IHP; and

25.4.2 Karo Platform Fee to Karo.

25.5 Karo will not at any point hold or be able to access any funds on our account paid into or held by or on behalf of the Payment Processor.

### **Part 3: IHPs and the Platform**

#### **26. Karo's obligations and IHP's acknowledgements**

26.1 The IHP acknowledges and agrees that:

26.1.1 we do not employ or otherwise engage any IHPs and:

26.1.2 nothing in these Terms shall in any way constitute any IHP as an employee or worker ours.

26.1.3 we do not recommend or suggest any Client or Vacancy to IHPs.

26.1.4 we make no representation and give no warranty as to the suitability of any IHP for any Vacancy and vice-versa;

26.1.5 we do not exercise any control over what Vacancies an IHP may apply for or are offered by Clients on the Platform;

26.1.6 we have no obligation to vet and/or evaluate the suitability or credentials of any Client or Vacancy identified through our Platform nor to ensure an IHP's suitability for any Vacancy. It is for each IHP and Client to agree any the terms under a relevant Assignment. Any contract entered into, whether a contract for services, employment arrangement or any other arrangement, will be entered into between the IHP and the Client direct. We play no part in the negotiation of such arrangements;

26.1.7 we do not supervise any IHP or exercise any control over the manner in which an IHP performs any services to the Client under an Assignment or otherwise;

26.1.8 we have no responsibility for the quality of services performed by the IHP for the Client under an Assignment or otherwise;

26.1.9 you shall have sole responsibility for assessing the suitability of any Client, and any Vacancy and establishing that you and the Client each have adequate insurance to cover the risks including third party risks of the IHP and the Client entering into an Assignment in respect of or during or arising out of the period for which the IHP is performing any services under an Assignment;

26.1.10 a Client may request and check documentary evidence as applicable that the IHP is suitably insured for professional indemnity and public liability risks;

26.1.11 it is not our responsibility to resolve any disputes between an IHP and a Client; and

26.1.12 you will communicate directly with any Client in order to satisfy yourself as to the items, matters, acknowledgements and obligations set out in this clause 26 and otherwise under these Terms and any applicable Assignment.

26.2 If a Client has any concerns about the behaviour or practice of an IHP then the IHP acknowledges and accepts that the Client may escalate their concerns in accordance with their legal and regulatory obligations including as an operator regulated by the HIQA, to the NMBI if the Client may deem it appropriate, and, where applicable, in accordance with the Client's own policy. Each IHP acknowledges and accepts that a Client may inform Karo of any ongoing concerns, allegations or investigations involving an IHP who is a Member of the Platform.

## **27. IHP's roles, responsibilities and activities**

27.1 We recommend that IHPs check the identity of the Client and the nature of its business, the commencement date and duration of the Vacancy, the Vacancy 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 Vacancy, or whether there are any requirements imposed by law or otherwise for you to satisfy before applying for any posted Vacancy.

27.2 You are solely responsible for all applications submitted by you for Vacancies and for negotiating and agreeing all terms and arrangements relating to them under an applicable Assignment.

27.3 You agree that we shall have no responsibility for any engagement decisions agreed by you with a Client.

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

27.5 You agree that we have no obligation to pay you for services rendered to a Client by you. We do, however, facilitate the payment of sums due to you by providing Clients with access to an online Payment Processor platform.

27.6 In order to use our service and access the Platform, you will need to register a 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 identity, 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.

27.7 Whenever you make use of a feature that allows you to upload content to the Platform, or to make contact with other IHPs or Clients of the Platform, 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 that you will be responsible for any loss or damage we suffer as a result of your breach of

warranty.

27.8 We also have the right to disclose your identity and contact details to any third party who is claiming that any Content posted or uploaded by you to the Platform constitutes a violation of their intellectual property rights, or of their right to privacy subject to our Privacy Notice.

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

27.10 By registering a Profile you acknowledge to us and any Client you apply for a Vacancy to use the information contained within your Profile and to evaluate the accuracy of said information. This may include sharing this information with a third party in accordance with our Privacy Notice.

27.11 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 and, without limitation, the items and procedures set out in clause 23.2.

27.12 You may leave feedback relating to your experience of the Client and the Assignment (including ratings submitted via our in-built ratings system) and such other information as we may request in relation to Clients from time.

27.13 If you have any reason to believe that a Client's profile or Vacancies contain any information that is not correct or misleading, you will notify us in writing as soon as possible.

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

27.15 Each IHP shall prepare and submit any documents requested by or on behalf of Karo and/or the Verification Services Provider in accordance with the formatting requirements notified to the IHP from time to time including, where applicable and without limitation:

27.15.1 by ensuring that the machine readable zone is clearly visible;

27.15.2 by taking a high-resolution photo, ideally using a smartphone;

27.15.3 by ensuring that the text clear is clear and readable;

27.15.4 by placing the document against a flat and neutral surface;

27.15.5 by including all 4 corners of the document within the photo;

27.15.6 by avoiding shadows, reflections, glare and fingers obscuring the document; and

27.15.7 ensuring the image is a colour copy.

## **28. Duty of Care**



28.1 All IHPs 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 IHP's duties to safeguard patients are required by professional regulators including the NMBI, service regulators and supported in law.

28.2 In many cases the IHP will feel able to raise safeguarding concerns they may have with the manager or director of the Client location where they are performing their services under an Assignment or otherwise.

28.3 Karo directs IHPs to the "<https://www.nmbi.ie/Standards-Guidance/Code/Quality-of-Practice>" for information and guidance published by the NMBI for further information and guidance in this area which includes details about the applicability or otherwise of legislation that may protect whistleblowers and information on organisations that IHPs can go to for advice. Other resources available can be found on <https://www.hse.ie/eng/about/qavd/protected-disclosures/>

28.4 Karo's designated Whistleblowing and Safeguarding Officer is Mark English (Mark@Karo.ie).

28.5 In the event of a perceived safeguarding emergency we recommend the IHP should contact the emergency services.

### **Schedule 1 Supplementary Commercial Terms**

The terms and conditions set forth in this Schedule 1 are supplemental to and shall be incorporated into the agreement titled "Karo Platform Terms & Conditions of Use of the IHP Platform Services"

#### **Title Applicable Term**

Commission & Payment Terms (pursuant to clause 8.3)	
---	--

Temp to Perm Fees "Introduction Fee" (nurses) (pursuant to clause 9)	
Temp to Perm Fees "Introduction Fee" (carers) (pursuant to clause 9)	

Rate of Interest for Late Central Bank Base Rate from time to time + 8% Payment