

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

LocumTap Limited, trading as Patchwork Health (“**Patchwork**”) is a limited company registered in England and Wales whose registered number is 10359095 and whose registered address is at 35 Luke St London EC2A 4LH.

Patchwork connects healthcare organisations, healthcare workers and staffing agencies with software solutions via our website, mobile apps and other platforms (the “**Platforms**”).

These Terms of Service (“**Terms**”) apply to your use of the Platforms and the services available through the Platforms (together, the “**Services**”). Please read these Terms carefully. By using the Platforms you agree that you have read, understand and agree to these Terms (each as amended from time to time). If you do not agree to these Terms you must not use the Platforms or the Services.

Definitions

Admin Users means users designated and authorised by Businesses to access and use the Platforms and the Services.

Agency means a staffing agency that assign Agency Workers to Shifts at Healthcare Organisations or other applicable Businesses.

Agency Manager means the Patchwork Agency Manager portal for Agencies to manage bookings of Agency Workers.

Agency Worker means a Worker employed by the Agency to fill a Shift or any short term job placement at a Healthcare Organisation or other applicable Business.

Bank means the pool of temporary staff affiliated with each Healthcare Organisation or other applicable Business.

Bank App means the mobile application for temporary staffing, where they can apply, book and view their timesheets.

Bank Portal means the portal used to access Patchwork Bank, used by a Healthcare Organisation (or other relevant Business’) temporary staffing team to manage its temporary staffing requirements.

Bank Worker means an individual affiliated to a Business and is either a member of the permanent or temporary staff of that Business.

Business means any or all of: Healthcare Organisations, Agencies, MSPs or any other entity that is using the Patchwork platform for workforce management.

Client Agreement means a customer or partnership agreement with a Healthcare Organisation or MSP governing the licensing of the Platforms, the provision of the Services, and payment obligations, amongst other things.



Fees means any remuneration payments for any Shifts performed by Workers.

Healthcare Organisation means a hospital, NHS hospital trust, health centre, GP surgery or other provider of healthcare services.

MSP means a managed service provider contracted by a Healthcare Organisation to manage its temporary staffing requirements.

Platform(s) means the software solutions provided by Patchwork Health.

Rota means a Healthcare Organisation's timetable that governs the pattern of Shifts within that Healthcare Organisation.

Rota App means the application that workers can access their live rosters, request annual leave and exception reports.

Rota Portal means the desktop applications used by Healthcare Organisation's rota administrators to manage their rostering requirements.

Rota Compliance Rules means the Doctors and Dentists in Training Terms and Conditions (England) 2016, the UK Working Time Regulations and any other rules or regulations affecting Workers' maximum working hours and rest time.

Shift means an assignment opportunity at a Healthcare Organisation to be filled by a Worker.

Shift Vacancy means an available assignment opportunity at a Healthcare Organisation to be filled by a Worker.

User Account means a user's registered account on the Platforms.

Web App means the web-based application for Workers.

Worker means an individual employee, service provider or volunteer who is either a substantive worker, Bank Worker or an Agency Worker.

Patchwork Services

The Services are delivered by Patchwork through the Platforms which include:

- The Patchwork Bank portal (the "Bank Portal");
- The Patchwork mobile app for Bank Workers (the "Bank App");
- The desktop application for rota administration (the "Rota Portal");
- The Patchwork Rota mobile app (the "Rota App")
- The Patchwork Agency Manager portal for agencies (the "Agency Manager Portal");
- The desktop application for substantive, bank and agency Workers (the "Web App"); and
- Our third party data and analytics platform ("Patchwork Insights").

If you use any of these Platforms you agree to be bound by these Terms, which shall govern your use of the Services.

Bank Portal





The Bank Portal is accessed via an online portal on which Admin Users can post, search, display, track and record available Shifts to their staff and other registered users. Shifts posted on the Bank Portal will be seen by Bank Workers. Admin Users will be granted access to the Bank Portal by the Business with their own User Account and user name. For more details please see the [Patchwork FAQs](#).

Admin Users' use of the Portal is subject to any Client Agreements between Patchwork and a Business, in addition to these Terms. In the event of any conflict between these Terms and any Client Agreement, the latter will prevail.

Bank App

The Bank App is a mobile application on which Bank Workers can create a profile and search, view, respond and apply for Shifts published by their Business, once they have been accepted onto the platform by their employer. Patchwork does not hold any responsibility in admitting a Bank Worker into a Business.

Bank Workers must register on the Bank App and accept any additional terms of use before they can access all features of the Bank App.

You warrant and represent that all information provided on registration and contained in the member profile of your User Account is, and continues to be, accurate and not misleading.

Rota Portal

The Rota Portal is a web-based application for Businesses to manage their staffing requirements, Erostering, rota planning, annual leave management and track exception reporting. All actions are completed by the Business' administrators in accordance with their Rota Compliance Rules.

Admin Users of the Rota Portal will be granted access to the Rota Portal by the Business with their own User Account and user name. Admin Users' use of the Rota Portal are subject to any Client Agreements between Patchwork and a Business, in addition to these Terms. In the event of any conflict between these Terms and any Client Agreement, the latter will prevail.

Each Business acknowledges that the Services can only achieve compliance with the Rota Compliance Rules (including exception reporting for junior doctors) if Patchwork holds a full record of all Shifts for that Business and all such Shifts are managed and filled using the Services. Patchwork shall not be held liable for any breaches by a Business of Rota Compliance Rules in the event that the record of Shifts for any Business in the Platforms is partially managed using a different system or is incomplete in any way.





Rota App

The Rota App is a mobile application on which substantive workers will be able to access their rosters, manage their annual leave and create exception reports. The worker will be given access and login credentials via their Business. The Business is responsible for managing a worker's annual leave, exception reports and any other issues related to their rota.

Agency Manager Portal

The Agency Manager Portal is an online portal for Agencies to manage Shifts and Agency Workers. Admin Users of the Agency Manager will be granted a User Account and access to the Agency Manager Portal by Business where they will be able to view available Shifts at a Business and will propose available Agency Workers to such Shifts. An Agency is responsible for its Agency Workers and for ensuring that its Agency Workers are: (a) appropriately onboarded and with all applicable rights to work and training for the Business; (b) set up with the correct rates and payment methods; and (c) are paid in the correct manner, with the correct calculation of taxes and VAT, if applicable. Patchwork is not responsible for any payments to Agency Workers or the invoicing of such Agency Workers' Shifts to any Business. Patchwork shall have no liability towards any Agency Worker for any acts or omissions taken by Agencies or its Admin Users for the incorrect use or operation of the Agency Manager which may result in any loss borne by either an Agency Worker or the Agency.

Web App (Web Worker View)

All of the substantive, bank and agency workers will have access to the Web App. The substantive workers can access the site to view their rostered shifts. The Bank Workers can apply for shifts published by their organisation and view timesheets. Both the substantive and Bank Workers will access the Web App with the same credentials as their Rota App and Bank App. Agency Workers will be provided with a user name by the Agency that employs them, and they can access the shifts their Agency has booked them into via the Web App.

The Web App is a web-based application for all workers to view their assigned Shifts, enter into contracts with the relevant Business and obtain approval of their timesheets by the assigned approver for each Shift worked.

Each Agency Worker will be provided with a user name by the Business that employs them in order for the Agency Worker to access their User Account.





Patchwork Insights

Patchwork Insights is a third-party data analytics tool that enables Businesses to analyse their data for internal business purposes. You warrant and represent that all information imported into and used by Patchwork Insights is, and continues to be, accurate and not misleading. Patchwork is not responsible for the accuracy of the data imported into Patchwork Insights from the Business or its Workers. All data displayed is for indicative purposes only and Patchwork takes no responsibility for ensuring the accuracy of any dashboards built within Patchwork Insights.

Patchwork's Responsibilities

Patchwork is not an employer, an employment agency or an employment business. Businesses are the potential employers and are responsible for compliance with all applicable employment and other related laws.

You acknowledge and agree that Patchwork is not responsible for assessing or determining any taxes, including but not limited to sales tax, value-added tax, or any other applicable taxes ("Taxes") that may be applicable to your use of the Services. You are solely responsible for assessing and complying with any Taxes that may arise from your use of the Services and any transactions carried out therein. By using the Platform, you release and hold Patchwork harmless from any claims, liabilities, or obligations related to Taxes arising from your use of the Services.

Patchwork does not refer or recommend Workers and is not involved in the actual engagement between Businesses and Workers and shall not be responsible for any engagement or employment decisions. Any direct or indirect engagement of a Worker by a Business is subject to and governed by separate agreements and these Terms do not affect the rights of Businesses or Workers in respect of such engagement.

Patchwork does not vet Workers for experience, qualifications, prohibitions, criminal convictions, authorisation or right to work. This is the responsibility of the relevant Business.

Patchwork is not responsible in any way for the performance (or otherwise) of any third party software or services that may be available or accessible through Patchwork's Services. You are solely responsible for assessing the suitability of and subsequent use of any such third-party services.

Use of the Services

You agree to use the Platforms and the Services only for lawful purposes and in a way which does not infringe the rights of anyone else or restrict or inhibit anyone else's use of the Patchwork Services.





You must keep your username and password confidential and must not share them with other users. You are responsible for all information posted on the Platforms by anyone using your username and password. Any breach of security of a username and password should be notified to Patchwork immediately.

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

By using the Platforms and/or the Services, you agree not to:

- Use the Platforms, the Services, or any information contained therein in any way that is abusive, harmful, threatening, obscene, defamatory, libellous, or racially, sexually, religiously, or otherwise objectionable and offensive to a person or group;
- Use the Services for any unlawful purpose or for the promotion of illegal activities;
- Adapt or circumvent the systems in place in connection with the Platforms, nor access the Services other than for the purposes contemplated in these Terms.
- Use another person's User Account without permission;
- Provide false or inaccurate information when registering a User Account, using the Services or communicating with other users;
- Attempt to re-register with the Services if we have terminated your User Account for any reason;
- Interfere or attempt to interfere with the proper functioning of the Services;
- Make any automated use of the system, or take any action that Patchwork deems to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- Bypass any measures Patchwork takes to restrict access to the Services;
- Use any software, technology, or device to scrape, spider, or crawl the Platforms or harvest or manipulate data;
- Use the communication systems provided by or contacts through the Services for any commercial solicitation purposes; or
- Publish or link to malicious content intended to damage or disrupt another user's browser or computer.

You shall indemnify Patchwork in respect of any loss it may suffer as a direct or indirect result of any breach by you of the Use of Patchwork Services' terms or any other breach by you of these Terms.

User Content





You are responsible for any content, messages, reviews, feedback or profiles, including any CV, resumé, reference, pre-employment checks or proof of employment history (“User Content”) that you submit, post or display on the Platforms, or transmit to other users of the Services.

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

By submitting, posting or displaying User Content on the Platforms, you grant Patchwork a worldwide, non-exclusive, irrevocable, perpetual, royalty-free licence to reproduce, adapt, distribute and publish such User Content through the Services.

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

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

Shift Requests

Workers

Workers can respond to a Shift Vacancy using the functionality made available for that purpose on the Bank App, following the instructions given on the Bank App, save that if you are affiliated with an Agency and have instructed the Agency to apply for a Shift Vacancy on your behalf, the Agency will do this via the Agency Manager.

Workers are not obliged to respond to any Shift Vacancy or to apply for any Shift. Patchwork makes no commitment on the number of Shifts that will be available or that any of the Shifts will be suitable for each Worker. Each Shift Vacancy may have a large number of Workers applying for that Shift.

Some Shifts may only be available for booking by Workers that are registered with the relevant Business’s Bank or the Business’s partners (for example, a collaborative bank between multiple Businesses).





All information relating to a particular Shift and a Shift request, such as pay rates or other entitlements, is provided to Patchwork from the Business and we are not liable for the completeness or accuracy of such information.

If you are booked on a Shift via an Agency, the agreed remuneration for that Shift is the rate agreed between you and the Agency, as communicated to you by the Agency. Patchwork is not liable for the completeness or accuracy of such information.

It is your responsibility to ensure you fully understand the relevant Shift Vacancy, and what is required of Workers, and that you satisfy all the eligibility criteria (if any) specified by the relevant Business, prior to you applying. This may include for instance working time regulations, compliance with any Business's policies provided to you, visa restrictions (if any), contractual arrangements between you and the Business or any other third party e.g., non-solicitation arrangements with your Agency.

If you are in any doubt about any Shift Vacancy or your suitability for the role, we advise that you contact the relevant Business (as applicable) by using the contact details set out in the Shift Posting or your Agency connection, to obtain clarification before applying.

It is your responsibility to register using up to date and accurate information, uploading original documentation as per General Medical Council guidance and keeping it updated. Any breach of this or intentional misinformation given may be treated as an act of fraudulent behaviour and a Worker may be reported to the General Medical Council and where applicable could lead to criminal prosecution.

Admin Users

If you are an Admin User of a Business:

- The functionality available to you will depend on whether you are using the Portal, the Rota App, the Agency Manager and your role within the relevant Business. For more information please see our [FAQs](#).
- You agree that each Shift Vacancy and any other User Content uploaded to the Platforms shall not contain inaccurate, false, or misleading information. Patchwork reserves the right to remove any Shift Vacancies or content from the Platforms which, in Patchwork's opinion, does not comply with these Terms or if any of the content is not in the best interests of Patchwork.

Timesheets and Fees

Workers





Following completion of a Shift, it is the Worker's responsibility to complete and submit an electronic timesheet via the Bank App or the Web App (in the case of Agency Workers), accurately recording the hours worked. Each timesheet should be signed electronically by you and the relevant approver, as per the relevant Business's policy. You represent and warrant to us that you will complete any timesheets for Shifts you have completed honestly and accurately as soon as possible and under no circumstances will you commit timesheet fraud. Patchwork is not responsible for any Fees in respect of any Shift secured by you or on your behalf. The applicable Business is liable for the payment of all Fees due and owing to you following completion of a Shift. Patchwork shall deliver all electronic timesheets received by you to the relevant Business. It is then between you and the Business, as applicable, to arrange payment of Fees to you. Patchwork does not process any invoices for Fees for or on behalf of the Business and shall not be liable for any failure or delay on the part of the Business to pay you any Fees due.

If you are an Agency Worker, your Fees are as agreed between you and the Agency and any issues relating to this are between you and the Agency, not Patchwork.

Admin Users

Your Business will cover any fees associated with your use of the Services. If your Business fails to pay the relevant fees in accordance with its contract with us, your access to the Platforms may be lost or suspended.

Liability

Patchwork is not responsible for User Content, the quality, safety or legality of the jobs or vacancies published, via the Services, the suitability or qualifications of Workers, or the ability of Businesses to offer opportunities to Workers and Patchwork makes no representations about any Shifts, Workers or User Content on the Platforms.

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

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

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





We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of these Terms and our liability in these circumstances is limited as set out below. Any liability we do have for losses you suffer, shall not, in aggregate, exceed the sum of £250. In no event shall we, persons who act on our behalf, and/or persons we enter into contracts with, be liable for any of the following types of loss or damage arising under or in relation to these Terms (whether in contract, tort (including, without limitation, negligence) or otherwise):

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

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

Patchwork will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that are caused by events outside our reasonable control.

Indemnity

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

- (a) the materials and content you submit, post or transmit through the Platforms, or
- (b) your use of the Platforms or the Services in violation of these Terms or in violation of any applicable law.

Suspension and Termination

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





If you are an Admin User, your access to the Platforms may be withdrawn by your employer or the Business with which you are associated.

You may terminate your account by sending a message to the Patchwork support team through the Platforms.

If your User Account is closed or terminated for any reason, you will no longer have access to the Platform or the Services, however your information and any actions taken by you on your account will be retained on the Platform as such data is required to be maintained for audit purposes.

Patchwork reserves the right, at its sole discretion, to immediately terminate your access to all or part of the Platforms and the Services, to remove your User Account and/or any User Content posted by or about you, from the Platforms, and/or to terminate your registration with the Patchwork Services, with or without notice if Patchwork determines that you are not eligible to use the Services, and/or have violated any of these Terms.

If Patchwork terminates your User Account because of a breach by you of these Terms, you agree that you will not seek to register with the Patchwork Services again, whether using the same or a different identity to that under which you were originally registered.

Changes to these Terms

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

(a) immediately upon the date of posting on the Platforms where the changes to these Terms relate to a new feature/service or non-material changes, which (in either case) do not reduce your rights or increase your liability to us; or

(b) no less than thirty (30) days after the date of posting on the Platforms where the changes to these Terms potentially reduce your rights or potentially increase your liability to Patchwork. Please make sure you check for updates to these Terms each time you use the Services.

Privacy

Patchwork acts as a data controller when processing your personal data. You agree that any and all personal information you provide to us may be collected, stored, processed and used in accordance with our current Privacy Policy.”

General





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

These Terms may not be varied except with our express written consent.

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

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

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

