

## **1. BASIS OF CONTRACT**

These terms govern the basis on which Royal Homecare Limited provides the services available on this internet platform or as otherwise provided in its marketing materials. Please read these terms before using the platform or engaging our services. If you use our platform or engage our services, you agree to be bound by these terms. These terms form a legally binding contract between you and us and govern your use of the platform and our services once we acknowledge that we agree to provide the services to you in writing. If you do anything to materially breach these terms, we have the right to terminate our services and/or your account and your right to use the platform with immediate effect.

In entering into this contract, you have not relied on any representation or information from any source except the definition and explanation of the services given on and set out in these terms.

You acknowledge that you understand exactly what is included in the services and you are satisfied that the services you intend to buy are suitable and satisfactory for your requirements.

On occasion we will have need to update these terms. Your continued use of our services after that shall be deemed acceptance by you of the changed service, system and/or terms.

The contract between us comes into existence only when we send you an acknowledgement to confirm that we agree to provide to you the service you want. Your payment does not create a contract. If we decline to provide a service we shall immediately return your money to your bank account.

We do not offer the services in all countries. We may refuse to supply a service if you live in a country we do not serve.

Some of our services are now or may in future, be available to you only subject to additional terms. Those terms will be notified to you. You now agree that if you choose to use any such service, the relevant terms will become part of this agreement.

We may change this agreement and / or the way we provide the services, at any time. If we do:

- we will give you notice of the change. If you do not accept the change, we will refund the money you have paid for the service since the date of the change; and
- if you make any payment for services in the future, you will do so under the new terms notified to you.

You agree that you are bound by these terms (or the latest version of them) for all future contracts with us.

## **2. ABOUT ROYAL HOMECARE LIMITED**

Royal Homecare Limited provides a platform for approved healthcare assistants and clients to connect with one another. Royal Homecare Limited acts an introductory agency service. For the avoidance of all doubt, Royal Homecare Limited does not employ healthcare assistants for or on behalf of its clients. Should you decide to engage a healthcare assistant proposed by Royal Homecare Limited, you will act in the capacity of the employer for the healthcare assistant in question.

## **3. TERM**

Our Fees shall be payable by you from the date you engage the services of the home care assistant introduced by Royal Homecare Limited and shall continue indefinitely for so long as you engage the services home care assistant.

#### 4. VETTING AND BACKGROUND CHECKS

Royal Homecare Limited uses its best endeavours to check the identity and information provided by homecare assistants. Although Royal Homecare Limited carries out these checks, we are not responsible for, nor have we control over the quality, timing, legality, reliability, responsibility, integrity or suitability of the home care assistants.

Royal Homecare Limited strenuously recommends that clients carry out their own assessment of a home care assistant's suitability before engaging into a service agreement with them.

#### 5. CODE OF CONDUCT

You must not discriminate against a health care assistant on the basis of colour, nationality, disability, sex or any other potential source of discrimination. In addition, you represent and warrant that you have never been the subject of a complaint, restraining order or any other legal action involved with being arrested for, charged with, or convicted of any criminal offence that involves endangering the safety of others, through either dishonesty or negligence, and are not nor have ever been on the sex offenders register or other similar list.

#### 6. CHOOSING A HOMECARE ASSISTANT

By using the Royal Homecare Limited platform or services as a person seeking care, you agree that it is your responsibility to select an appropriate homecare assistant for yourself, your family member, any friend/associate, or any other person you are acting for. Royal Homecare Limited's platform and services can help you with the choice of a qualified and vetted homecare assistant; however, Royal Homecare Limited will not be held liable for the homecare assistant.

#### 7. Fees

The Fees for our services will be communicated to you prior to Royal Homecare introducing homecare assistant candidates to you.

The price of any service may be changed by us at any time. But we will never change a price so as to affect the price charged to you at the time when you buy a service.

Charges for services are fixed whenever it is reasonably possible for us to ascertain the price.

When we do not provide fixed charges for the service, we will charge by the hour. In that case all work done, including all, letters, e-mails, faxes and telephone calls made and received will be charged on a time basis in minimum units of one tenth of an hour.

In consideration of the introductory agency services provided by Royal Homecare Limited, you agree to pay the Placement Fee and the Support Fees outline below upon agreeing an engagement with any caregiver who has been introduced by Royal Homecare Limited to you. You further agree that where any caregiver initially introduced to you by Royal Homecare Limited is subsequently engaged by you within 12 months from the date of the initial introduction you will also pay the Placement Fee and the Support Fee outline below.

#### Payment of the Fees:

- **Our Placement Fee (once-off payment):** This fee will be communicated to you in advance of the caregiver commencing work. This fee must be paid within 7 days of the caregiver's start date.

- **The Monthly Agency Fee (ongoing / recurring):** This fee will be a recurring monthly fee for the duration of your engagement of the caregiver based on the recurring payment terms set out below. The fee will be communicated to you in advance of the caregiver commencing work. Any accounts that are overdue by 3 days of the recurring payment date will be subject to a late payment charge of €25.00 in addition to our rights under the European Communities (Late Payment in Commercial Transactions) Regulations 2012 and our other termination rights below.

### **Billing Procedure for Our Monthly Agency Fee (ongoing / recurring)**

For your Agency Fee services you will be charged in accordance with the billing terms and amounts communicated to you prior to a caregiver starting work on a recurring monthly basis based on the terms below.

To allow payment of the Agency Fee services, payments will be made by credit card / debit card on a recurring basis for the agreed monthly amounts.

For the Agency Fee, you purchase, you agree that for each monthly renewal term the amount due for the next term will be due and immediately payable in full as of the first day of that renewed term. **For the Agency Fee services your charge remains for each term no matter if you access the services during the term.**

The first payment for your Agency Services will be due as at the date of your acceptance of these terms and payable every subsequent term thereafter.

Your agency fee services will renew automatically at the end of each term unless and until you terminate your engagement with the caregiver together with providing Royal Homecare Limited one month's notice of your intention to terminate the Agency Services.

**For the avoidance of doubt:** the Agency Fee shall remain due and owing by you for the duration of your engagement of the caregiver.

### **Termination by you or the carer**

In the event of either you or the carer terminating your contract within the first 4 weeks, you agree the following:

- If Royal Homecare Limited is successful in finding you a replacement caregiver you are not entitled to any refund of Our Placement Fee.
- Where Royal Homecare Limited is unsuccessful in finding you a replacement caregiver you will be entitled to a percentage refund of Our Placement Fee as follows:
  - Following termination by you or the caregiver for up to 2 weeks services = 50% refund of Our Placement Fee;
  - Following termination between 3 to 4 weeks of service = 25% refund of Our Placement Fee;
  - Following termination after 4 weeks of service = no entitlement to any refund of Our Placement Fee.

**For the avoidance of any doubt:** where Royal Homecare Limited has provided a subsequent replacement caregiver following termination by you or the caregiver of the initial caregiver contract, your entitlement to any refund of Our Placement Fee shall cease regardless of when such subsequent caregiver contract has been terminated. For replacement caregivers required after the 4 week trial period and within 3 months of service, Our Replacement Fee of €975 plus VAT will be required. For replacement caregivers required after 3 months, Our Placement Fee of €1,585.36 plus VAT will be required.

**For the avoidance of any doubt:** there is no right to a refund of Our Support Fees or Application Fee.

Upon the submission of your application, a non-refundable €150 application fee will be generated, and payment must be completed prior to the commencement of the application processing. If you decide to cancel your placement application or significantly modify its requirements (subject to Royal Homecare's discretion) more than 7 days after the initial application submission, a "cancellation fee" of €150 will become immediately due.

All invoices raised will be inclusive of VAT, unless otherwise specified.

Royal Homecare Limited shall be entitled to charge and you shall pay, interest on any sums which are overdue at the European Central Bank main refinancing rate which may vary from time to time plus 8 percentage points from the due date until the date of payment in full, whether before or after any judgment, in accordance with provisions of the European Communities (late Payment in Commercial Transactions) Regulations 2012. Such interest shall accrue and be calculated daily.

If payment of the Fees falls overdue by more than 7 days Royal Homecare Limited reserves the right to discontinue the provision of its services without any liability on Royal Homecare Limited's part.

The Agency Monthly fee is payable on the first of each month for the duration of the placement. Failure to make this payment will result in the termination of the placement.

## **8. IF YOU BUY AS A CONSUMER**

This paragraph applies if you buy as a consumer as defined in the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013. Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- We now inform you that information relating to all aspects of our services is not in this document but in our marketing material, whether that is in the medium of our website, or in hard copy.
- The following rules apply to cancellation of your order:
  - If you have ordered our service but we have not yet started to work for you, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return any money due to you.
  - If you want us to start work before 14 days has passed, you can opt out of your cancellation right. To do that you have to instruct us to start your work as soon as we can. We have provided a form and a full explanation of the procedure at the end of this document.
  - If you have ordered our service and we have started to work for you, you may cancel your order without giving a reason, at any time within 14 days of your order. You must tell us that you wish to cancel.
  - If you do so, you will owe us for work done to the date of cancellation and any money spent on your behalf.
  - If you give up your right to cancel, that will apply to all work we do for you at any time from now.
- In any of the above circumstances, we will return any money due to you within 14 days.
- Free Services (if any) are not covered by the Regulations.

## **9. DISSATISFACTION WITH THE SERVICES**

Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes are made occasionally. This paragraph covers that possibility.

If you are not wholly satisfied with the Service, please tell us at the earliest opportunity:

- exactly why you think we have failed;
- the date, if relevant, of the failure;
- when and how you discovered the failure;
- the result of the failure;
- your suggestion as to action we should take to resolve the situation and restore your faith in us.

To do this, it is essential that you contact us by email at the contact point on our website.

## **10. CONFIDENTIALITY**

Both parties are aware that in the course of our work for you either of us will have access to and be entrusted with information in respect of the business and operation of the other and their dealings, transactions and affairs, all of which information is or may be confidential.

We both now undertake for ourselves and every employee, or sub-contractor whose services we may use both during and after completion of the services, that we will not divulge to any person whatever or otherwise make use of (and will use their best endeavours to prevent the publication or disclosure of) any trade secret or confidential information.

For the purposes of your above undertaking, the information will be deemed to include all information (written or oral).

Each of us now undertakes to the other to make all relevant employees, agents and sub-contractors aware of the confidentiality of information and the provisions of this paragraph and to take all such steps as will from time to time be necessary to ensure compliance by its employees, agents and sub-contractors with these provisions.

## **11. INTELLECTUAL PROPERTY**

“Intellectual Property” shall mean: intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.

You agree that at all times you will:

- not cause or permit anything which may damage or endanger our title to the Intellectual Property;
- notify us of any suspected infringement of the Intellectual Property;
- indemnify us for any loss or expense arising from your misuse of the Intellectual Property;

- on the expiry or termination of this agreement immediately stop using the Intellectual Property except as expressly authorised by us in writing;
- not use any name or mark similar to or capable of being confused with any name or mark of ours;
- so far as concerns software provided or made accessible by us to you, you will not:
  - copy, or make any change to any part of its code;
  - use it in any way not anticipated by this agreement;
  - give access to it to any other person than you, the licensee in this agreement; and
  - in any way provide any information about it to any other person or generally.
- not use the Intellectual Property except directly in our interest.

## 12. LIABILITY AND WARRANTIES

The law differs from one country to another. This paragraph applies to sales throughout the EU.

All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.

We make no representation or warranty that the Services will be:

- useful to you;
- of satisfactory quality;
- fit for a particular purpose;
- available or accessible, without interruption, or without error;

We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from our website.

You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12-month period for the Services concerned.

We shall not be liable to you for any loss or expense which is:

- indirect or consequential loss; or
- economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.

While Royal Homecare Limited shall endeavour to ensure the suitability of candidates and maintain a high standard of service, Royal Homecare Limited can make no warranty express or implied as to the suitability of any applicant, their skills, qualifications and general integrity regardless of the contents of any written representations made to the client. Candidates introduced are carefully selected for the positions to be filled. You should take steps to obtain confirmation of the candidate's necessary skills, qualifications, and general integrity. Royal Homecare Limited does not give any warranty as to the completeness, truthfulness or accuracy of any information or documentation provided by the approved home care assistant.

For the avoidance of doubt, where you engage the homecare assistant introduced by Royal Homecare Limited you will be wholly responsible and liable for all employer responsibilities and obligations under employment law, health and safety law or otherwise, including but not limited to the payment of salaries.

Either at the outset or during the course of our engagement we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. You will of course appreciate that any such statement is intended to be an expression of opinion only, based on information available to us at the time of such statement and must not be construed, used, promised or guaranteed for a particular result.

Royal Homecare Limited will provide a standard sample employment contract to you following the selection by you of a suitable candidate from those provided by Royal Homecare Limited. Royal Homecare Limited does not give any warranty as to the completeness, accuracy or suitability of such sample employment contract. As such you are strongly advised to seek independent legal advice as to the suitability of the sample employment contract for your particular requirements and to fully understand your employment law obligations as an employer.

Royal Homecare Limited does not accept any liability for losses or damages caused by the unavailability of the service, technical errors, usage errors or use of the platform outside of the intended purpose.

Royal Homecare Limited disclaims any liability for controversies, losses, injury, accidents, claims or damages arising out of the use of the services it provides, the engagement of homecare assistants or the provision of care services by homecare assistants.

This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.

### **13. INDEMNITY**

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- your failure to comply with the law of any country;
- your breach of this agreement;
- any act, neglect or default by any agent, employee, you; and
- any claim or demand brought against Royal Homecare Limited as a result of you breaching these terms and conditions.

### **14. RISKS**

You agree that you understand the risks involved in participating in an introductory agency service and you hereby waive any rights to claims for damages from Royal Homecare Limited in relation to the service.

### **15. BREACHES OF TERMS AND CONDITIONS**

You agree to indemnify and hold Royal Homecare Limited harmless from any claim or demand brought against Royal Homecare Limited as a result of you breaching these terms and conditions.

### **16. GENERAL**

These terms and any other terms expressly referred to in them represent the entire agreement between you and us in relation to their subject matter.

Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 which is included at the bottom page of our website.

You undertake to provide to us your current land address, e-mail address and telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.

If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it will be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it will be binding in that changed or reduced form. Subject to that, each provision will be interpreted as severable and will not in any way affect any other of these terms.

Any obligation in this agreement intended to continue to have effect after termination or completion will so continue.

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

Royal Homecare Limited may subcontract the performance of any of our obligations to you. Royal Homecare Limited may assign any of our rights or obligations to you to someone else, provided that we notify you that we have done so. You may not sub-license or assign any of the rights or obligations under these terms.

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

The validity, construction and performance of this agreement shall be governed by the laws of Ireland and you agree that any dispute arising from it shall be litigated only in Ireland.



## **Notice of right of cancellation: Right to Cancel and Model Cancellation Form**

### **Information about your statutory right to cancel**

#### **Your right to cancel**

Under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the contract was made.

#### **Exception when you opt out**

Before we agree to provide our service, we therefore ask that you give up your right to cancel, as the law allows. If you do not agree, we shall not work for you.

If you confirm acceptance our contractual terms and conditions by acceptance and we acknowledge that are willing to provide our service to you in writing, you:

- confirm that you want us to supply the Service before the expiry of 14 days.
- accept that you will lose your right to cancel the contract.
- understand that your agreement is a term of the contract between us.

**Model cancellation form**

To: Royal Homecare Limited, a company registered in Ireland, number 695353:

I/We hereby give notice that I/we cancel my/our contract of sale of the following services [enter details of services and any reference].

Ordered on [date],

Name:

Address:,

**Signature:** (only if this form is notified on paper)

**Date:**