

## Welcome to airGP

### WHAT PARTS OF THESE TERMS APPLY TO ME?

This agreement governs your use of the **airGP (Platform)** and any other services made available through the Platform. By using the Platform, you agree to be bound by this agreement which forms a binding contractual agreement between you, the User, and us, **airGP LTD.**, Company No. 14312090, having its registered office at Flat 2, 55a, Golders Green Road, London, England, NW11 8EL (**the Company, we or us**).

The remainder of this agreement is divided into three parts:

- Part A (**All Users**), which sets out terms that apply to all Users;
- Part B (**Healthcare Organisation**), which sets out additional terms that apply to **Healthcare Organisations**, being NHS GP surgeries which are engaged in providing NHS services; and
- Part C (**Healthcare Professional**), which sets out additional terms that apply to **Healthcare Professional**, being NHS Workers, primarily doctors, nurses, health care assistants and pharmacist.

If you intend to use the Platform as a Healthcare Organisation, only Part A and Part B of these terms will apply to you.

If you intend to use the Platform as a Healthcare Professional, only Part A and Part C of these terms will apply to you.

When we talk about the “**Services**” in this agreement, we are referring to the Platform which is set-up as a marketplace for connecting the Healthcare Organisations with the Healthcare Professionals.

## A. All Users

### 1. ELIGIBILITY

- (a) This Platform is not intended for unsupervised use by any person under the age of 18 years old and who does not have the necessary qualifications (as detailed further in this agreement) or any person who has previously been suspended or prohibited from using the Platform. By using the Platform, you represent and warrant that you are over the age of 18 years and have necessary qualifications (as detailed further in this agreement) and accessing the Platform for its intended use.
- (b) If you use the Platform on behalf of a company or organisation you warrant that you have the necessary authority from that company or organisation to do so. If you are signing up not as an individual but on behalf of your company, your employer, an organisation, government or other legal entity (**Represented Entity**), then “you” or “User” means the Represented Entity and you are binding the Represented Entity to this agreement. If you are accepting this agreement and using our Services on behalf of a Represented Entity, you represent and warrant that you are authorised to do so.

### 2. ACCOUNTS

- (a) In order to use most of the functionality of the Platform, all Users are required to sign-up, register and receive an account through the Platform (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Platform, you are required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, and other information as determined by the Company from time to time.
- (c) You warrant that any information you give to the Company in the course of completing the Account registration process will always be accurate, honest, correct and up to date.
- (d) Once you complete the Account registration process, the Company may, in its absolute discretion, choose to accept you as a registered user within the Platform and provide you with an Account.
- (e) The Company reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (f) The Company may, in its absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with this agreement.

### 3. USER OBLIGATIONS

As a User, you agree:

- (a) not to intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (b) to not share your Account with any other person and that any use of your Account by any other person is strictly prohibited. You must immediately notify the Company of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Platform’s security;
- (c) to not use the Platform for any purpose other than for its intended use, i.e., the purpose of making arrangements to provide or receive services, including by not using the Platform in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity.
- (d) not to act in any way that may harm the reputation of the Company or associated or interested parties or do anything at all contrary to the interests of the Company or the Platform;
- (e) not to make any automated use of the Platform and you must not copy, reproduce, translate, adapt, vary or modify the Platform without the express written consent of the Company;
- (f) that the Company may change any features of the Platform or Services offered through the Platform and wherever required, the Company will give notice of any such changes;

- (g) that information given to you through the Platform, by the Company or other Users of the Platform, is general in nature and we take no responsibility for anything caused by any actions you take in reliance on that information; and
- (h) that the Company may cancel your account at any time if it considers, in its absolute discretion, that you are in breach or are likely to breach any provisions of this agreement.

#### **4. POSTED MATERIALS**

##### **4.1. WARRANTIES**

By providing or posting any information, materials or other content on the Platform (**Posted Material**), you represent and warrant that:

- (a) you are authorised to provide the Posted Material (including by being authorised to provide any services that you represent you provide);
- (b) the Posted Material is accurate and true at the time it is provided;
- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (e) the Posted Material is not “passing off” of any product or service and does not constitute unfair competition;
- (f) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
- (g) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Platform or any network or system; and
- (h) the Posted Material does not breach or infringe any applicable laws.

##### **4.2. LICENCE**

- (a) You grant to the Company a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material in order for the Company to use, exploit or otherwise enjoy the benefit of such Posted Material.
- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you forever release the Company from any and all claims that you could assert against the Company by virtue of any such moral rights.
- (c) You indemnify the Company against all damages, losses, costs and expenses incurred by the Company arising out of any third party claim that your Posted Material infringes any third party’s Intellectual Property Rights.

##### **4.3. REMOVAL**

- (a) The Company acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material in advance of it being posted. However, the Company may, in its absolute discretion, review and remove any Posted Material (including links to you, your profile or listings you have posted on the Platform) at any time without giving any explanation or justification for removing the Posted Material.
- (b) You agree that you are responsible for keeping and maintaining records of Posted Material.

#### **5. REFUNDS, SERVICE INTERRUPTIONS AND CANCELLATIONS**

To the maximum extent permitted by law, the Company will have no liability or obligation to you, if:

- (a) a Healthcare Professional, or Healthcare Organisation cancels at any time after the time for performance of the Service Listing (as defined below) is agreed; or

- (b) for whatever reason, including technical faults, the Services provided by the Company through the Platform cannot be performed or completed, and you will not be entitled to any compensation from the Company.

## 6. IDENTITY VERIFICATION

- (a) **(Verification)** We may offer or require Users to verify their details and provide necessary documents and information (including but not limited to identity proof, address proof, photograph, GMC registration, Performer's list registration, bank account details etc.) using our processes or an external identity verification service as applicable (**Verification Service**). The Verification process may also require the Users to attend an interview, which may be scheduled virtually or physically, at the discretion of the Company.
- (b) **(Your personal information and privacy)** We will collect your personal information in accordance with our Privacy Policy as set out in clause 17. Where a Verification Service is used, you acknowledge and agree that:
  - (i) we may contact and share your personal information with a Verification Service to verify your details;
  - (ii) you consent to us receiving, sharing and using this information to enable us to carry out the Verification Service.
- (c) **(Warranty and Indemnity)** You acknowledge and agree that:
  - (i) we are reliant on the information provided by the Verification Service to verify your identity and to the extent permitted by law, we disclaim all warranties that the Verification Service will be accurate or guarantee that the Verification Service will ensure you contract with a suitable User;
  - (ii) you should make your own inquiries as to other Users' identities before engaging in contracts with those Users; and
  - (iii) we do not endorse any User, Service Listing or Verification Service.

## 7. ONLINE PAYMENT PARTNER

- (a) All payments will be made through bank transfer to the bank account of the Company. We may use third-party online payment partner, currently GoCardless (**Online Payment Partner**) to collect payments on the Platform, including for our Services. An additional processing fee may apply for payments made through the Online Payment Partner.
- (b) The processing of payments by the Online Payment Partner will be, in addition to this agreement, subject to the terms, conditions and privacy policies of the Online Payment Partner. You can find these <https://gocardless.com/legal/>.
- (c) You agree to release the Company and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Online Payment Partner, including any issue with security or performance of the Online Payment Partner's platform or any error or mistake in processing your payment.
- (d) We reserve the right to correct, or to instruct our Online Payment Partner to correct, any errors or mistakes in collecting your payment.

## 8. SERVICE LIMITATIONS

While we make every effort to ensure that the information on the Platform is as up-to-date and accurate as possible, you acknowledge and agree that from time to time, you may encounter the following issues:

- (a) the Platform may have errors or defects (or both, as the case may be);
- (b) the Platform may not be accessible at times;
- (c) any distances shown on the Platform are approximates and based on geographical straight lines;

- (d) any amounts displayed on the Platform including the Quoted Amount by the Healthcare Organisation, may be rounded upwards, for accessibility purposes and accordingly there may be a variation in the amounts displayed on the Platform and the actual amounts;
- (e) messages sent through the Platform may not be delivered promptly, or delivered at all;
- (f) information you receive or supply through the Platform may not be secure or confidential; and
- (g) any information provided through the Platform may not be accurate or true.

## 9. INTELLECTUAL PROPERTY

- (a) The Company retains ownership of all materials developed or provided (or both, as the case may be) in connection with the Services (including text, graphics, logos, design, icons, images, pricing and downloads) (**Service Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Service Content for the sole purpose of viewing it and adapting it for the purpose of accessing the services provided through the Platform. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Service Content without prior written consent from the Company or as permitted by law.
- (c) In this clause 9, “**Intellectual Property Rights**” means all copyright, trade mark, design, patent, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in UK and throughout the world.

## 10. LINKED BUSINESSES

Users acknowledge and agree that:

- (a) the Platform provides links and introductions to Healthcare Organisations owned and operated by third parties that are not under the control of the Company;
- (b) the provision by the Company of introductions to Healthcare Organisations or Healthcare Professionals does not imply any endorsement or recommendation by the Company of any such Healthcare Organisations or Healthcare Professional;
- (c) the Company does not examine, determine or warrant the certification and/or licensing, competence, solvency or information of any Healthcare Professional who uses or is listed on the Platform; and
- (d) any terms and conditions relating to a Service Listing provided via the Platform constitute a contract between the Healthcare Organisation and Healthcare Professional once agreed in accordance with the provisions of this agreement and do not involve the Company in any way.

## 11. THIRD PARTY CONTENT

The Platform may contain text, images, data and other content provided by a third party and displayed on the Platform (**Third Party Content**). The Company accepts no responsibility for Third Party Content and makes no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

## 12. THIRD PARTY TERMS SUPPLIERS

- (a) If we need to acquire goods or services supplied by a third party, you may be subject to the terms and conditions of that third party (**Third Party Terms**).
- (b) Provided that we have notified you of such Third Party Terms and provided you with a copy of those terms (for example, a link on our Platform or otherwise set out in these terms), you agree to any Third Party Terms applicable to any goods or services supplied by a third party that we use to provide you with the Platform or any services related to Platform and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

- (c) You have the right to reject any Third Party Terms. If you reject the Third Party Terms, we may not be able to provide you with the services associated with the Platform and you can stop using the Platform.

### 13. DISPUTES BETWEEN USERS

- (a) You should direct any complaint relating to another User to that User. Users must take all reasonable steps to resolve any dispute with another User with that User.
- (b) If any issue or problem relating to the Platform remains unresolved after directing a complaint to a relevant User, or if the complaint does not relate to another User, you must report it to the Company via [support@airgp.co.uk](mailto:support@airgp.co.uk). We will assess the complaint and attempt to quickly and satisfactorily resolve it.
- (c) Any costs you incur in relation to a complaint or dispute will be your responsibility.
- (d) The Company has the option to appoint an independent mediator if needed. The cost of any mediator must be shared equally between each of the parties to the dispute.
- (e) The Company reserves the right to hold funds in relation to a dispute until the dispute is resolved by the relevant parties or by a mediator or arbitrator.
- (f) If you have a dispute with the Company, you agree to notify us first and enter into discussion or mediation with us for a minimum of a 120-day period before pursuing any other proceedings.
- (g) Notwithstanding any other provision of this clause 13, you or the Company may at any time cancel your Account or discontinue your use of the Platform.

### 14. SECURITY

The Company does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with your use of the Platform. You should take your own precautions to ensure that the process you employ to access the Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference.

### 15. DISCLAIMER

- (a) **(Introduction service)** The Company is a medium that facilitates the introduction of Healthcare Professionals and Healthcare Organisations to enable Healthcare Professionals access and avail the services provided by the Healthcare Organisations. The Company simply collects a service fee in consideration for providing this introduction service and does not have any obligations or liabilities to, and is not a party to any contract between, Healthcare Professionals and Healthcare Organisations in relation to such services or otherwise resulting from the introduction. The Company is not acting as an employer of the Healthcare Professionals and as such will not be responsible for compliance employment related applicable laws.
- (b) **(Limitation of Liability)** To the maximum extent permitted by applicable law, Company limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Platform, these terms or any services provided by the Company, is limited to the greater of:
  - (i) the total Fees paid to the Company by you in the 3 months preceding the first event giving rise to the relevant liability; and
  - (ii) £100GBP.
- (c) All express or implied representations and warranties in relation to the Platform and the associated services performed by Company are, to the maximum extent permitted by applicable law, excluded.
- (d) **(Indemnity)** You indemnify Company and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':
  - (i) breach of any of these terms;
  - (ii) use of the Platform; or
  - (iii) use of any services provided by Company.

- (e) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will Company be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Platform, these terms or any services provided by Company (except to the extent this liability cannot be excluded under law.
- (f) Nothing in these terms will exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.
- (g) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these terms, including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the Unfair Contract Terms Act 1977 in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause will be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions will remain in full force and effect.

## 16. CONFIDENTIALITY

You agree that:

- (a) no information owned by the Company, including system operations, documents, marketing strategies, staff information and client information, may be disclosed or made available to any third parties; and
- (b) all communications involving the details of other users on this Platform and of the Healthcare Organisation and Healthcare Professionals are confidential, and must be kept as such by you and must not be distributed nor disclosed to any third party.

## 17. PRIVACY

You agree to be bound by the clauses outlined in the Company's Privacy Policy, which can be accessed here: <https://airgp.co.uk/privacy>

## 18. TERMINATION

- (a) Either the Company or the User may terminate the User's account at any time (including any listings, memberships or Accounts) for any reason.
- (b) If a User wants to terminate their account (and/or any other membership they hold in connection with the Platform), they can do so by using the Platform's functionality where available. Where such functionality is not available, the Company will effect such termination within a reasonable time after receiving written notice from the User, for which the User may contact the Company by sending an email at [support@airgp.co.uk](mailto:support@airgp.co.uk).
- (c) In the event that a User's Account is terminated:
  - (i) the User's access to all posting tools on the Platform will be revoked;
  - (ii) the User will be unable to view the details of all other Users (including contact details, geographic details, any other personal details and listings or requests); and
  - (iii) the User may be unable to view the details of other Healthcare Organisations (including contact details, geographic details and any other details), and all listings previously posted by the respective User will also be removed from the Platform.
- (d) Notwithstanding termination or expiry of your Account, this agreement, or any other membership you hold in connection with the Platform, the provisions of Part A and any other provision in this agreement which by its nature would reasonably be expected to be complied with after termination or expiry, will continue to apply.

## 19. TAX

You are responsible for the collection and remission of all taxes associated with the services you provide or receive or any transactions through your use of the Platform, and the Company will not

be held accountable in relation to any transactions between Healthcare Professionals and Healthcare Organisations where tax related misconduct has occurred.

## **20. RECORD / AUDIT**

To the extent permitted by law, the Company reserves the right to keep all records of any and all transactions and communications made through this Platform between you and other Users (including conversations, user posts, job request bids, comments, feedback, cookies, and I.P. address information) for administration purposes and also holds the right to produce these records in the event of any legal dispute involving the Company.

## **21. NOTICES**

- (a) A notice or other communication to a party under this agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
  - (ii) when replied to by the other party,  
whichever is earlier.

## **22. GENERAL**

### **22.1. GOVERNING LAW AND JURISDICTION**

This agreement is governed by the law applying in England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

### **22.2. WAIVER**

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### **22.3. SEVERANCE**

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

### **22.4. JOINT AND SEVERAL LIABILITY**

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

### **22.5. ASSIGNMENT**

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

### **22.6. COSTS**

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.



## 22.7. ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

## 22.8. INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

## B. Healthcare Organisations

### 1. ELIGIBILITY

- (a) For Healthcare Organisations which intend to register with the Platform, it is essential that that the Healthcare Organisation must be providing NHS services.

### 2. SERVICE LISTINGS

You acknowledge and agree that:

- (a) you must use your best endeavours to provide as much information as possible in any listing you submit to the Platform, for which you intend to engage a Healthcare Professional through the Platform (**Service Listing**);
- (b) the Company may choose not to accept any Service Listing you submit to the Platform, and the Company may limit the number of Service Listings you can submit to the Platform;
- (c) any information you supply in a Service Listings must be true, timely and accurate;
- (d) you must take all reasonable steps to fulfil your obligations as described in every Service Listing that is accepted by a Healthcare Professional, including by not cancelling any part of such a Service Listing;
- (e) you must deal with any dispute with a Healthcare Professional in accordance with the provisions of Part A of this agreement;
- (f) any additional terms and conditions relating to a Service Listing, or the fee payable to the Healthcare Professional, provided via the Platform, are solely between you and the relevant Healthcare Professional and do not involve the Company in any way, except that they must not be inconsistent with your or the Healthcare Professional's obligations under this agreement;
- (g) the Company will have no responsibility for the accuracy, reliability or timeliness of any Healthcare Professional's response to a Service Listing;
- (h) the Company will have no responsibility for verifying the skills, expertise and qualification of the Healthcare Professional, as may be required to perform and fulfil the necessary roles and responsibilities, mentioned by the Healthcare Organisation in any Service Listing; and
- (i) the Company reserves the right to advertise any Service Listing on third party websites and platforms, for examples, jobsites and social media and the Healthcare Organisation shall not have objection to the same.

### 3. FEES

- (a) Viewing the Platform and posting a Service Listing is free.
- (b) You will be required to quote the cost of providing the services (fee and expenses) specified in each Service Listing to a Healthcare Professional (**Quoted Amount**). Unless otherwise specifically agreed between the Company and the Healthcare Organisation, we will charge you 10% of the Quoted Amount (**Service Fee**) for each Service Listing that is accepted by a Healthcare Professional.
- (c) In addition to payment of the Quoted Amount to the Healthcare Professional, you will be required to ensure necessary compliance and make necessary payments/contributions towards pension of the Healthcare Professionals engaged through the Platform, in compliance with the applicable laws.
- (d) When a Healthcare Professional accepts a Service Listing, performs the agreed services and submits an invoice through the Platform, the Company will then raise an invoice on the Healthcare Organisation for the Quoted Amount plus the Service Fee (together, the '**Service Listing Fee**').
- (e) You will be required to make payment of the Service Listing Fee within a period of 2 calendar weeks from the date of receipt of the invoice from the Company.
- (f) If you do not pay an amount due under this agreement on or before the date that it is due, the Company retains the right, without limiting any other rights under this agreement, to charge you an interest at a rate of 8% per annum on the outstanding amount. However,

before applying this interest, the Company will provide you with a written notice giving an additional 2 calendar weeks to complete the payment. If payment is still not received by the end of this 2 calendar weeks grace period, interest will accrue from the expiration of that period until the date the full payment is received by the Company.

- (g) The Service Fee will be retained by the Company and the Quoted Amount will be paid to the Healthcare Professional.
- (h) The Company reserves the right to change or waive the Service Fee at any time by updating this agreement, on written notice to you. We will provide you with at least 14 days' written notice if this occurs, and upon receipt of such notice you will have the right to terminate this agreement immediately, on written notice to us. Your continued use of the Services after you receive such written notice will constitute your consent to the change and/or waiver set out in that notice.
- (i) You acknowledge and agree that, unless applicable laws or regulations require otherwise, taxes (including VAT) will be calculated and charged on the Quoted Amount and we will calculate the Service Fee on an amount equal to the Quoted Amount plus any taxes applicable to the Quoted Amount.

#### **4. CANCELLATIONS**

- (a) Without limiting or otherwise affecting the terms of this agreement, if you wish to cancel a service set out in an accepted Service Listing, the Company reserves the right to charge a cancellation fee, calculated as below:
  - (i) if a Service Listing is cancelled before engaging a Healthcare Professional – NIL;
  - (ii) if a Service Listing is cancelled at least 72 hours prior to the time for commencement of provision of Services by the Healthcare Professional – NIL;
  - (iii) if a Service Listing is cancelled between 48 hours and 72 hours to the time for commencement of provision of Services by the Healthcare Professional – 25% of the Quoted Amount plus 100% of the Service Fee; and
  - (iv) if a Service Listing is cancelled less than 48 hours to the time for commencement of provision of Services by the Healthcare Professional – 50% of the Quoted Amount plus 100% of the Service Fee.

#### **5. BYPASSING**

- (a) You agree that while you are a Healthcare Organisation on the Platform, regardless of the reason that your Account was suspended or cancelled, you will not, either directly or indirectly, solicit or attempt to solicit any business, work, income or other benefit, from any Healthcare Professional whom you came to know about, or with whom you engaged in any arrangement by using the Platform. This provision will apply whether or not the Healthcare Professional is still active on the Platform.
- (b) The Company may, in its absolute discretion, cancel your Account and suspend you from using the Platform if it finds or suspects that you have breached or are in breach of this clause 5.

#### **6. BINDING CONTRACT**

You agree that when a Healthcare Professional submits an enquiry in response to your Service Listing, this constitutes their intention and offer to enter into a contract with you, where you will engage the Healthcare Professional for availing the service as specified in the relevant Service Listing, in exchange for payment of the relevant Quoted Amount. A contract is formed in this respect (between you and the Healthcare Professional) when you respond to an email or message on the Platform confirming that you accept the Healthcare Professional's offer.

## **C. Healthcare Professionals**

### **1. ELIGIBILITY**

- (a) Any Healthcare Professional intending to register with the Platform must fulfill the following qualifications:
  - (i) the Healthcare Professional must be GMC registered with valid registration and should have a right to work;
  - (ii) the Healthcare Professional must be on the Performers List with valid registration;
  - (iii) the Healthcare Professional must submit valid documents and true and accurate information (including but not limited to mobile number, email address, bank account details, address etc.) as may be requested by the Company, in the course of creating an account and registering on the Platform. Any such documents and information, should be updated, as and when required while the Healthcare Professional continues to be a user of the Platform; and
  - (iv) the Healthcare Professional must upload a valid and real photograph during the registration process.
- (b) All Healthcare Professional must use a valid email address in the course of creation of Account on the Platform and for any and all correspondences with the Company and the Healthcare Organisation, pursuant to this agreement.

### **2. SERVICE LISTINGS**

- (a) You acknowledge and agree that:
  - (i) if you respond to a Service Listing, that will constitute your offer and intention to enter into a contract with the Healthcare Organisation;
  - (ii) if you respond to a Service Listing, the Platform will be entitled to share with the Healthcare Organisation all your documents and information, as provided by you to the Platform, to enable Healthcare Organisation undertake necessary checks and verification of your identity and qualifications prior to confirming your engagement for the corresponding Service Listing; and
  - (iii) any terms and conditions relating to services or a quote provided via the Platform are solely between you and the relevant Healthcare Organisation and do not involve the Company in any way, except that such terms and conditions must not be inconsistent with your or the Healthcare Organisation's obligations under this agreement.
- (b) When you submit a request to provide services under any Service Listing on the Platform, you must:
  - (i) only submit requests that are bona fide and accurate; and
  - (ii) truthfully fill out all the information requested by the Platform and/or the Healthcare Organisation in relation to the Service Request.

### **3. SERVICE REQUESTS**

- (a) From time to time, the Platform may, using its algorithm, direct to you the Service Listings that have been submitted to the Platform by Healthcare Organisations. The Platform will generally direct you to Service Listings that are related to your skill and expertise, though the Company does not guarantee this.
- (b) When the Platform directs you to a Service Listing, you will be able to view details of the specific services requested, and will be able to contact the Healthcare Organisation for any clarifications or further information concerning the said Service Listing.
- (c) Selection and approval of a Healthcare Professional for availing services under any Specific Listing shall be at the sole discretion of the Healthcare Organisation and the Company shall in no way be involved in the process of selection of the Healthcare Professional by a Healthcare Organisation.

#### 4. PROVISION OF SERVICES

- (a) You must ensure that all services specified in a Service Listing that is accepted by you as a Healthcare Professional are provided:
  - (i) in accordance with all applicable laws, regulations, tax obligations and industry standards;
  - (ii) with due care and skill and in a professional, punctual and diligent manner;
  - (iii) so that the services are fit for their intended purpose; and
  - (iv) on the date and at the times set out in the Service Listing.
- (b) If a Healthcare Organisation requests to reschedule the delivery time for the services listed in a Service Listing, you may choose to accept or reject such a request.
- (c) You acknowledge and agree that any breaks taken in the course of providing services listed in a Service Listing will be on unpaid basis.

#### 5. WARRANTIES

By listing yourself as a Healthcare Professional on the Platform and/or responding to a Service Listing, you represent and warrant that:

- (a) you are able to fulfil the requirements of the services specified in the Service Listing;
- (b) you will provide services to each Healthcare Organisation:
  - (i) exercising due care and skill in a professional, efficient, diligent and safe manner, and to the best industry standards; and
  - (ii) in compliance with all applicable laws.

#### 6. PAYMENT

- (a) You understand and agree that payment of Quoted Amount for provision of services pursuant to any Service Listing, primarily is the responsibility of the Healthcare Organisation to which services were provided by you pursuant to the Service Listing.
- (b) Upon provision of services, pursuant to your engagement with any Healthcare Organisation, you are required to prepare and submit an invoice to the Company through the Platform, for the Quoted Amount. Only upon receipt of invoice from the Healthcare Professional, will the Company be obligated to raise an invoice on the Healthcare Organisation.
- (c) You shall be responsible to ensure that any and all invoices submitted by you through the Platform are accurate and is for the agreed Quoted Amount. Any invoices once submitted through the Platform, cannot be modified by the Healthcare Professional. In case any modifications are required to be made to any submitted invoice, then you may contact the Company by sending an email at [support@airgp.co.uk](mailto:support@airgp.co.uk) along with the reasons and justification for such modification. However, any modification of a submitted invoice shall be at the sole discretion of the Company.
- (d) In case you have performed any services additional to the original services agreed pursuant to a Service Listing, which leads to an increased in the amount payable by the Healthcare Organisation, then it shall be your responsibility to agree such increased Quoted Amount with the Healthcare Organisation and update the same on the Platform, within 24 hours of completion of performance of services under the corresponding Service Listing and prior to issuance and submission of invoice for the same.
- (e) The Company shall be entitled to make payment to you within 5 working days of receipt of corresponding payment from the Healthcare Organisation. The Company, may at its sole discretion, make payment (either part payment or full payment) to you prior to receiving the corresponding payment from the Healthcare Organisation.
- (f) The Company, at its sole discretion, based on the feedback received from the Healthcare Organisation, your performance history or otherwise, decide to make a bonus payment for any services provided by you to the Healthcare Organisation. It is hereby clarified that any such bonus payment shall be at the sole discretion of the Company and the bonus payment amount shall be capped at 25% of the Service Fee charged by the Company to the Healthcare Organisation for the Service Listing corresponding to the services for which the said bonus payment is proposed to be paid to the Healthcare Professional. Any

bonus payment is also subject to successful completion of the services under the corresponding Service Listing.

**7. CANCELLATIONS**

- (a) The Company will have no liability or obligation to you if a Healthcare Organisation cancels a Service Listing after it has been agreed and you will not be entitled to any compensation from the Company in relation to any such cancellation, including any portion of the Service Fee.
- (b) However, you shall be entitled to receive any amounts which the Healthcare Organisation is required to pay as cancellation fee (as detailed in Part B of this agreement) in case of cancellation of any Service Listing, subject to Company receiving an invoice from you towards such fee and the Company receiving payment of the cancellation charges from the Healthcare Organisation.

**8. COMMUNICATION OUTSIDE THE PLATFORM**

- (a) You must not communicate with a Healthcare Organisation, or request or entice a Healthcare Organisation to communicate with you, outside the Platform (except in the course of accepting Healthcare Organisation services that were agreed in a Service Listing). The Platform has a chat service, and the Company recommends that the said chat service be used for any communications with a Healthcare Organisation. A summary of the chat/communications between you and the Healthcare Organisation may be retained by the Company, as well as shared with you and the Healthcare Organisation, for record purposes.
- (b) The Company, in its absolute discretion, may cancel your Account and suspend you from using the Platform if it finds or suspects that you have breached or are in breach of this clause 8.