

BOOKAMED

PLATFORM AGREEMENT – THE TERMS OF USE FOR THE WEBSITE

1. TERMS

- 1.1 The following terms and conditions (“**Terms**”) apply to your use of the BookAMed platform including website, i.e., www.BookAMed.com and/or mobile application collectively referred to as the “**BookAMed Platform**”. Please read these Terms carefully. By using the BookAMed Platform you affirm that you have read, understood and hereby agree to these Terms (each as amended from time to time).
- 1.2 These terms of use refer to the following additional terms, which also apply to your use of the website (please note that separate policies apply to use of the mobile application which are available on downloading the application):
 - Our Privacy Policy <https://www.iubenda.com/privacy-policy/38128187/full-legal>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Platform, you consent to such processing and you warrant all data provided by you is accurate.
 - Our Cookie Policy <https://www.iubenda.com/privacy-policy/38128187/full-legal>, which sets out information about the cookies on the Platform.
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2. INFORMATION ABOUT US

- 2.1 www.BookAMed.com is a site operated by BookAMed Limited (“We”). We are registered in England and Wales under company number 10152215 and have our registered office at Kemp House, 160 City Road, London, EC1V 2NX. Our main trading address is Kemp House, 160 City Road, London, EC1V 2NX. Our VAT number is **271 7925 75**.

3. BOOKAMED PLATFORM SERVICES

3.1 The BookAMed Platform is an online and mobile recruitment platform to post and search assignment opportunities between Practices (“**Clients**”) seeking Locums and individual General Medical Practitioners (“**Locums**”) seeking Locum opportunities. The Platform shall provide additional services including submission and verification of timesheets, generating weekly and monthly invoices on behalf of the Locums, providing the Clients and the Locums with monthly statements of all invoices, and generating NHS Pension Form A (collectively referred to as the “**BookAMed Platform Services**”).

- 3.1 BookAMed Platform is a connecting medium through which Locums and Clients can connect with each other and where Clients can post assignment opportunities and search for and evaluate candidates and where candidates can post individual profiles, search for and evaluate opportunities.
- 3.2 BookAMed is an employment agency within the meaning of the Conduct of Employment Agencies and Business Regulations 2003 and is not and will not be at any time be the employer of any Locums/candidates. Rather Clients would engage Locums directly and would as a result be responsible for compliance with all applicable employment and other related laws in respect of their relationship/arrangements with Locums/candidates. BookAMed Platform is not involved in the engagements/agreements offered/made between Clients and Locums.
- 3.3 BookAMed does not refer, recommend and endorse either Clients or Locums, and BookAMed shall not be responsible for any engagements or decisions made by Locums and/or Clients. .
- 3.4 The provision of BookAMed's services to Clients and Locums is subject to separate terms and conditions. For a copy of the relevant terms and conditions please select the link below.
1. Client Agreement - the contract between BookAMed and the Client
 2. Locum Agreement - the contract between BookAMed and the Locum

4. CHANGES TO THESE TERMS

- 4.1 We may revise these terms of use at any time by amending this page.
- 4.2 Please check this page from time to time to take notice of any changes we made, as they are binding on you.

5. CHANGES TO THE PLATFORM

- 5.1 We may update the Platform from time to time, and may change the content at any time. However, please note that any of the content on the Platform may be out of date at any given time, and we are under no obligation to update it.
- 5.2 We do not guarantee that the Platform, or any content on it, will be free from errors or omissions.

6. ACCESSING THE PLATFORM

- 6.1 Our site is made available free of charge.

- 6.2 We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. Access to the Platform is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Platform without notice. We will not be liable to you if for any reason the Platform is unavailable at any time or for any period.
- 6.3 You are responsible for making all arrangements necessary for you to have access to the Platform.
- 6.4 You are also responsible for ensuring that all persons who access the Platform through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 6.5 Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through the Platform is appropriate or available in other locations. We may limit the availability of the Platform or any service or product described on the Platform to any person or geographic area at any time. If you choose to access the Platform from outside the United Kingdom, you do so at your own risk.

7. REGISTRATION

- 7.1 To avail the BookAMed service you must register an account through the BookAMed Platform (“**User Account**”) and by doing so you agree to be bound by these Terms, which shall govern your use of the BookAMed Platform.
- 7.2 The registration is only allowed to Clients registered in United Kingdom and for Locums resident in the United Kingdom.
- 7.3 On completion of the registration with BookAMed Platform, you will be issued with a user name and password for access to the BookAMed Platform. The Login credentials cannot be transferred to any other person or entity. You acknowledge and agree that it is your responsibility to safeguard the User ID and Password you select from any unauthorized use. **IN NO EVENT WILL BOOKAMED BE LIABLE FOR THE UNAUTHORIZED USE OR MISUSE OF YOUR USER ID OR PASSWORD.**
- 7.4 User is responsible for maintaining accurate account information at all times, including bank details and contact information. This information can be updated in your account profile.
- 7.5 We have the right to disable any User ID or Password, whether allocated by you or chosen by us, at any time if, in our reasonable opinion, you have failed to comply with any of the provisions of these terms of use.

8. USE OF BOOKAMED SERVICE

- 8.1 The BookAMed Platform may only be used by the registered account holder either seeking or providing temporary engagement. Any Locum or Client using the BookAMed Platform shall abide by the Terms mentioned herein and the terms of any other agreement the Client or the Locum has entered with BookAMed. However, in the event of any conflict or inconsistency between these Terms and the terms of the agreement with BookAMed, the terms of the agreement will take precedence.
- 8.2 The Users are allowed to download and print content from the BookAMed Platform solely for the purpose of Engagement. However, any unauthorised use of any content on the BookAMed Platform shall be liable for suspension or termination of the User Account.

9. USER CONTENT

- 9.1 When you register on the BookAMed Platform, you will be asked to provide with certain information, including, without limitation, name, a valid email address, phone number, qualification, experience ("**User Content**"). See the BookAMed's Privacy Policy for further details regarding User Content. Your acceptance of these Terms of service shall include your acceptance of the BookAMed's Privacy Policy.
- 9.2 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 9.3 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Platform constitutes a violation of their intellectual property rights, or of their right to privacy.
- 9.4 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Platform.
- 9.5 The User Content displayed on the Platform do not represent our views or values.
- 9.6 If required the data that we collect from you may be transferred to, processed, and / or stored at, a destination outside the European Economic Area ("EEA"), as further detailed in our <https://www.iubenda.com/privacy-policy/38128187/full-legal>. Such transfer, processing, or storage will be carried out in line with the requirements of the Data Protection Act 1998.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 We are the owner or the licensee of all intellectual property rights in the Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 10.2 By registering on BookAMed Platform you grant BookAMed a worldwide, non-exclusive license to reproduce, and publish User Content through the BookAMed Platform.
- 10.3 You may print off one copy, and may download extracts, of any page(s) from the Platform for your personal use and you may draw the attention of others within your organisation to content posted on the Platform.
- 10.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 10.5 Our status (and that of any identified contributors) as the authors of content on the Platform must always be acknowledged.
- 10.6 You must not use any part of the content on the Platform for commercial purposes without obtaining a licence to do so from us or our licensors.
- 10.7 If you print off, copy or download any part of the Platform in breach of these terms of use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

11. NO RELIANCE ON INFORMATION

- 11.1 The content on the Platform is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Platform.
- 11.2 Although we make reasonable efforts to update the information on the Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on the Platform is accurate, complete or up-to-date.

12. WARRANTY & LIABILITY

- 12.1 Whilst BookAMed makes every effort to ensure that information on the BookAMed Platform is free from error, we do not warrant the accuracy, adequacy or completeness of material. All information is subject to change without notice.
- 12.2 BookAMed does not warrant for the accuracy of information posted by the Locum or the Client. BookAMed shall take no liability for inaccurate, false or misleading information provided by either the Client or the Locum.
- 12.3 BookAMed does not guarantee that the BookAMed Platform including website and/or mobile application or third party websites will be free from viruses or that access to the BookAMed website or third party websites will be uninterrupted.
- 12.4 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 12.5 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Platform or any content on it, whether express or implied.
- 12.6 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- 12.6.1 use of, or inability to use, the Platform; or
- 12.6.2 use of or reliance on any content displayed on the Platform.
- 12.7 If you are a business user, please note that in particular, we will not be liable for:
- 12.7.1 loss of profits, sales, business, or revenue;
- 12.7.2 business interruption;
- 12.7.3 loss of anticipated savings;
- 12.7.4 loss of business opportunity, goodwill or reputation; or
- 12.7.5 any indirect or consequential loss or damage.
- 12.8 If you are a consumer user, please note that we only provide the Platform for domestic and private use. You agree not to use the Platform for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.9 We assume no responsibility for the content of websites linked on the Platform. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

12.10 BookAMed's total liability (whether in contract, tort, negligence or otherwise) to you, for any loss or damage shall, be limited to £1,000,000.

13. VIRUSES AND SECURITY

13.1 We do not guarantee that the Platform will be secure or free from bugs or viruses.

13.2 You are responsible for configuring your information technology, computer programmes and platform in order to access the Platform. You should use your own virus protection software.

13.3 You must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform will cease immediately.

13.4 Users shall not use the Platform in any manner that could damage, disable, overburden or impair the Platform in any manners including;

- a. interference with the security of, or otherwise abuse the Platform or any services, system resources, accounts, servers or networks connected to or accessible through the Platform or affiliated or linked sites.
- b. attempt to obtain unauthorized access to the Platform or portions of the Platform that are restricted from general access

14. TERMINATION

14.1 BookAMed reserves the right to restrict or terminate (with or without notice) any unauthorised use of the registered User Account.

14.2 BookAMed at its sole direction may terminate the User Account for nonpayment of any fee by the Client or the Locum.

14.3 BookAMed may restrict access or terminate the User Account if information provided is false, misleading, and illegal or violates applicable laws, rules or regulations.

- 14.4 The users shall not attempt to re-register with the Platform if BookAMed have terminated your User Account for any reason. Such registration will be considered as unauthorised use of the Platform, BookAMed reserves the right to suspend access of such users to the Platform
- 14.5 BookAMed reserves the right, at its reasonable discretion, to apply procedures to detect and prevent breaches of these Terms or to monitor use of the Platform generally. These Terms will remain in force and effect while you are a user of the Platform.
- 14.6 BookAMed reserves the right to close your User Account and terminate these Terms with you at any time by providing you with 30 (thirty) days' notice if BookAMed ceases to provide service in the United Kingdom. BookAMed reserves the right to close your User Account and terminate these Terms with you at any time after a significant duration of inactivity.
- 14.7 Any notice for termination of this Agreement or suspension of your access to the Platform, will be given in writing (including through e-mail and/or pop-up during login) by BookAMed.

15. INDEMNITY

- 15.1 You agree to defend, indemnify and hold harmless each of BookAMed's affiliates, officers, directors, employees and agents, including all third parties mentioned on the Platform, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Platform or for contents or your breach of these Terms and Conditions.

16. THIRD PARTY WEBSITES

- 16.1 Links to third party websites are for convenience only and do not necessarily indicate BookAMed's endorsement of third parties, or any associated organisation, product or service. BookAMed recommends that you make your own enquiries about the material on the third party websites. BookAMed shall not be responsible for any loss arising out of your use of such third party websites.

17. PLATFORM UPGRADE AND MAINTENANCE

- 17.1 BookAMed reserves the right interrupt the services on the Platform for repair or maintenance work or in order to update or upgrade the contents or functionality of the Platform from time to time.

17.2 BookAMed shall take all reasonable steps to cause less inconvenience to the users. The notice of interruption of services shall be sent to the users 7 (seven) days prior to scheduled maintenance.

18. COMPLAINTS

18.1 In case of any complaints/grievances regarding BookAMed Platform or BookAMed Services may send an e-mail to support@bookamed.com

19. GOVERNING LAW

19.1 The England and Wales courts will have exclusive jurisdiction over any claim arising from, or related to, usage of BookAMed Platform.

19.2 These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.