



## **Practitioner Terms and Conditions**

### **Definitions of terms:**

“**Peppy**” means an online marketplace for services provided via the Peppy platform. Peppy is wholly owned and operated by Peppy Health Limited, a UK company registered at Companies House.

“**Practitioners**” means individuals working on a self-employed basis and delivering services to clients introduced via the Peppy platform.

“**Clients**” means individuals using the Peppy service to search for services, engage with Practitioners and enter into a relationship with Practitioners.

## **1. General Terms of Peppy**

### **1.1. About Peppy**

Peppy provides an online platform for self-employed Practitioners and Clients to connect with one another and arrange services agreements between one another. This is facilitated through providing services which include but are not limited to:

- A searchable online database of self-employed Practitioners
- Evidence that relevant qualifications, certifications, references have been checked
- Feedback tools on services provision

### **1.2. Limitations of service**

All the tools provided by Peppy are used at the Client’s and Practitioners’ own risk and there is no guarantee that these tools will work optimally, not be subject to downtime, or removed from service at any point in time. Peppy does not accept any liability for losses or damages caused by the temporary unavailability of the service or technical errors. Peppy disclaims any liability for controversies, losses, injury, accidents, claims or damages arising out of the use of the online tools it provides, the engagement of Practitioners or the provision of services by Practitioners.

## **2. Rules for User conduct and use of service**

### **2.1. Use of service**

By listing your profile as a Practitioner, you confirm that:

- You accept and will abide by all the terms and conditions
- You are 18 years old or over
- Any information you provide on the site is correct and accurate including details of your qualifications, skills and experience
- You are eligible to legally work in the UK
- Providing you meet the relevant HMRC criteria for the arrangement with the Client being a self-employed arrangement, you will be working on a self-employed basis and will fulfil all responsibilities and duties of a self-employed worker including paying all tax and National Insurance due to HMRC



- You will not receive holiday pay, sick pay or any similar benefit from Peppy when working on a self-employed basis

## **2.2. Profile content**

Practitioners are directly responsible for content that they provide to the Peppy platform and must not give the impression that any content is provided by Peppy or any other individual. Content must not be defamatory, offensive or inaccurate, false or misleading. Peppy reserves the right to remove any content that does not meet these standards at our discretion. By using this service, you agree to only use Peppy for its intended and lawful purposes. Peppy reserves the right to amend and edit the content for accuracy, correct grammar and general presentation in accordance with creating a positive user experience for Clients. A Practitioner can modify the content of their listing at any time using the Practitioner Dashboard functionality on the Peppy platform (provided the requested changes meet the content criteria described in this clause).

## **2.3. Services agreement**

Peppy acts in the capacity of an introducer to Clients and Practitioners. The Client is under no obligation to accept an agreement with a Practitioner, and vice versa. Peppy accepts no responsibility or liability for any agreements between the Client and Practitioner.

## **2.4. Quality of service delivery**

In your capacity as a Practitioner you agree to provide a professional, punctual, safe, compassionate, well communicated and diligent service for the Client and/or the recipient of your services at all times. You must not accept an agreement that involves duties beyond your level of competence. You agree to act honestly and with absolute integrity at all times. You should not sub-contract or offer work to any colleague or any associate unless you have agreed this with the Client. Any change to agreement terms must be expressly communicated to the Client in writing. As a self-employed person, you have a right to find a substitute for your absences. Peppy encourages you to contact and liaise with other Practitioners registered through Peppy who has passed our vetting process.

## **2.5. Compliance with Statutory Regulations**

Practitioners must ensure they comply with relevant legislation and Governmental Authority guidance applicable to their services in force in the UK. In addition, you represent and warrant that you have never been the subject of a complaint, restraining order or any other legal action involving being arrested for, charged with, or convicted of any criminal offence involving violence, abuse, neglect, theft or fraud, or any offence that involves endangering the safety of others, dishonesty, negligence or drugs, and you are not nor have you ever been on the sex offenders register or other similar list.

## **3. Release of liability for user conduct and disputes**

Peppy acts in the capacity of an introducer to Clients and Practitioners. The Client is under no obligation to accept an agreement with a Practitioner, and vice versa. If a Practitioner agrees to provide services to a Client introduced by Peppy, both parties accept that Peppy are not party to the agreement and we cannot arbitrate or mediate if there is an alleged breach of the agreement. Any issues should be resolved directly between the Client and the Practitioner. Peppy does not accept any liability for claims, demands or direct or indirect damages arising from disputes between Clients and Practitioners.



## **4. Payments, Cancellations and Refunds**

### **4.1. Practitioner rates**

It is your responsibility to set your rates for the services you wish to provide.

### **4.2. Payments**

All payments for services will be prepaid by the Client directly into the Peppy platform, or debited against employer prepayments. Peppy will reimburse the payment to the Practitioner after deducting introduction fees (currently 15%) and credit card fees. Payments to practitioners will be made into a bank account of the Practitioner's choosing on a weekly basis.

### **4.3. Income Tax and National Insurance**

By using this service as a self-employed Practitioner you agree that you have made and will make all required legal and tax filings to HMRC. This includes making national insurance contributions and paying income tax.

## **5. Limitation of liability**

### **5.1. Responsibility for agreement acceptance**

You acknowledge that the decision to enter into a contract with a Client is your sole responsibility and that Peppy makes no warranty as to the suitability of any work assignment you accept via Peppy, nor does Peppy provide any warranty as to the character or honesty of any client or the truthfulness or accuracy of information provided by a client. However, Peppy endeavours to ensure a safe and positive community for all participants.

### **5.2. Risks of introduction service**

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 Peppy in relation to the service.

### **5.3. Breach of terms and conditions**

You agree to indemnify and not hold Peppy responsible or make any claim or demand against Peppy as a result of you breaching these terms and conditions.

## **6. Termination of profile**

You shall immediately notify Peppy should your circumstances change and you are no longer able to accept client work via Peppy. You are expected to carry out a high-quality service at all times. Peppy reserves the right to terminate your profile if it comes to our attention that your service is not up to standard, as determined by Peppy, or the terms and conditions have been breached. This decision is at the sole discretion of Peppy and no justification needs to be provided for the termination of a profile. Any severe offences will result in but are not limited to the immediate termination of a Practitioner profile. Practitioners can request their profiles to be removed from the Peppy platform at any time. Peppy commits to removing the listing as quickly as possible, and no later than 48 hours after receiving the request.

## **7. Quality assurance and background checks**

By using this site or service you authorise Peppy to carry out certain certification checks and audits at a time of their choosing. Peppy reserves the right but not the obligation to scan your personal



information on an ongoing basis against a variety of sources which may include, but are not limited to, sex offender registries, criminal registries and other legally available databases and resources. Peppy has no obligation to perform checks and releases all liability associated which results from checks.

#### **8. Feedback, marketing and client testimonials**

We ask clients to leave qualitative and quantitative feedback on the experience they had with you. The feedback will contribute towards the information on your Peppy profile. Client feedback should be honest and you must not offer incentives in exchange for better feedback or try to influence a client to deviate from their true and honest view. In the event of negative feedback, we will liaise with you and the Client to try to ensure that only balanced views are published on the Peppy platform. We will remove any defamatory, abusive or offensive feedback at our discretion but are not obliged to do so. You agree to providing an exclusive right for Peppy to publish client reviews on your Peppy profile, and you must not attempt to delete client reviews or create a new profile to delete negative feedback.

#### **9. Privacy Statement**

By using Peppy you consent that Peppy may process the personal data that Peppy collects from you in accordance with Peppy's Privacy Policy.

#### **10. Confidentiality**

You agree to keep strictly confidential any information you receive in any medium or format about potential, existing and past Clients from either Peppy or the Clients themselves. This includes but is not limited to personal information and medical information.

#### **11. Governing Law**

The terms and conditions and any dispute arising out of the site and/or the services shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or in connection with this site and/ or service.

#### **12. Contact Information:**

If you have any questions about the terms and conditions or the services provided by Peppy please contact us at: [hello@peppy.health](mailto:hello@peppy.health).