# **Provider Terms of Business (Introducer Agreement)**

Last Updated: October 2025

#### 1. Definitions

#### In these Terms:

- "Shiftra", "we", or "us" means Shiftra Ltd, a company registered in England and Wales, providing introduction and booking-facilitation services between healthcare professionals and care providers.
- "Provider", "you", or "your" means any care home, supported living service, clinic, or healthcare organisation engaging Workers introduced by Shiftra.
- "Worker" means any healthcare professional or individual introduced to the Provider by Shiftra for temporary or ongoing work.
- "Booking" means any confirmed engagement, shift, or assignment arranged through Shiftra between a Worker and a Provider.
- "Engagement" has the same meaning as Booking.
- "Introduction" means the act of Shiftra providing information (such as a Worker's profile, availability, or contact details) to a Provider that leads to a Booking or Engagement.
- "Booking Fee" means the fee payable to Shiftra for each confirmed Booking or Engagement arranged through Shiftra.

### 2. Our Service

- Shiftra introduces and facilitates bookings of verified healthcare professionals for temporary or ongoing work.
- Shiftra is not the employer of any Worker and does not process payroll, tax, pensions, or supervision.
- All contractual, payment, and performance arrangements are made directly between the Provider and the Worker.

## 3. Bookings and Fees

- Each confirmed booking or engagement arranged through Shiftra is subject to a booking fee of £40 per Worker per shift, or such other fee as agreed in writing.
- Invoices are issued upon booking confirmation and are payable within 14 days of the invoice date.
- A 50 % cancellation fee applies if the Provider cancels a confirmed booking less than
  24 hours before the scheduled start time.
- A new booking fee applies for each separate shift or engagement confirmed through Shiftra, even if the same Worker and Provider have previously worked together.
- Shiftra acts solely as an introducer and facilitator. It does not employ, supervise, or pay the Worker.
- If a Worker introduced by Shiftra is engaged directly by the Provider without booking through Shiftra within six (6) months of the original introduction, Shiftra reserves the right to invoice the standard booking fee for each such engagement.
- Late payments may incur interest at 3 % above the Bank of England base rate.
- Non-Circumvention:

Providers agree not to engage, employ, or otherwise contract directly with any Worker introduced by Shiftra for a period of six (6) months from the date of the most recent booking made through Shiftra, without first arranging the booking through Shiftra or paying the applicable booking fee.

If a Provider engages a Worker introduced by Shiftra outside of the platform or without paying the booking fee within this period, Shiftra reserves the right to invoice the Provider the standard booking fee (£40 per shift) for each such engagement.

## 4. Provider Responsibilities

Providers agree to:

- Comply with all applicable employment, tax, and health-and-safety legislation.
- Pay Workers directly for all services performed.

- Verify that each Worker engaged is suitably qualified, compliant, and capable for the duties required.
- Maintain adequate insurance for their premises and staff.
- Not circumvent or attempt to bypass Shiftra to avoid payment of booking fees.

### 5. Liability

- Shiftra makes introductions in good faith but does not guarantee the suitability, performance, or availability of any Worker.
- Shiftra accepts no liability for the acts or omissions of Workers introduced.
- Shiftra's total liability under this Agreement shall not exceed the total booking fees paid by the Provider in the preceding three months.
- Nothing in these Terms limits liability for fraud, death, or personal injury caused by negligence.

### 6. Termination

- Either party may terminate this Agreement at any time by written notice.
- Termination does not affect any bookings already confirmed or fees already due.

### 7. Data Protection

Shiftra processes personal data in accordance with UK GDPR and our Privacy Policy. Both parties agree to comply with applicable data-protection laws.

### 8. Amendments

Shiftra may update these Terms periodically. The latest version will be available on our website, and continued use of our services constitutes acceptance of any updated Terms.

## 9. Governing Law

This Agreement is governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

### 10. Contact

For any queries about these Terms, please contact:

hello@shiftra.co.uk