

# Chesterfield Time Banks' Terms and Conditions:

In consideration of admission as a Member, you agree with the other Members and CTB to adhere to these Terms and Conditions.

Definitions:

"Approved Task" means a task which has been approved by the CTB;

"Document" means the Members' Handbook and Terms and Conditions;

"Individual" means a Member;

"Organisation" means an Organisational Member;

"Member/Members" means any Individual or Organisation – or all Individuals and all Organisations – which

are accepted as a Member of CTB;

"Members' Handbook" means the membership handbook;

"CTB" means Chesterfield Time Bank who operate using a scheme, which is a Timebanking UK 'TimeOnline2'

system run for and on behalf of CTB;

"Terms and Conditions" means these terms and conditions set out in this document (as may be amended from time to time), including the schedules, appendices, or any other documentation appended hereto or referred to herein;

"You" or "you" means the Individual who/Organisation that has registered to be a Member of CTB

"Your" will be construed accordingly.

## 1. Membership

1.1 You agree that you:

1.1.1 Shall comply and remain in compliance with these Terms and Conditions and the Members' Handbook and the obligations, requirements, or otherwise, set out in the terms and conditions and any policies, guidelines, or documentation issued by CTB;

1.1.2 Shall provide CTB with all documentation and information requested without delay;

1.1.3 recognise, understand, and accept that CTB operates on a good faith and trust basis, which values all Members (Individuals and Organisations) and therefore agrees to observe, promote, comply, and act in

good faith and trust generally and at all times; and

1.1.4 Shall comply with all obligations and requirements detailed in the Members' Handbook and Terms and Conditions.

1.2 Cessation of Membership

1.3 You may cease to be a Member of the CTB scheme at any time by giving written or verbal notice to CTB.

1.4 You will automatically and with immediate effect cease to be a Member of the CTB scheme in the event CTB expires or ceases to operate or continue for any reason whatsoever.

1.5 CTB may terminate your Membership with immediate effect in the event that you fail to comply with these Terms and Conditions, the Member's Handbook, and/or any policies, guidelines, or documentation issued by CTB.

## 2. Rules of Conduct

2.1 You agree to the following rules of conduct:

2.1.1 Respect for all Members' privacy and confidentiality;

2.1.2 Respect other Member's viewpoints, and not pressure other Members to accept your beliefs or views;

2.1.3 Not to bring friends or relatives to a Member's home or venue at time of exchange;

2.1.4 Not ask for, or accept money, gifts or tips from other Members;

2.1.5 Not to smoke in a Member's home or venue at time of exchange;

2.1.6 Always treat other Members respectfully and always act honestly and with integrity;

- 2.1.7 Not make any personal remarks to another Member which may cause offence;
- 2.1.8 Carry out all tasks in accordance with all guidance set out in the Members' Handbook;
- 2.1.9 If you have to cancel an exchange inform the other member as soon as possible;
- 2.1.10 Agree to and comply with the Terms and Conditions of CTB.

### **3. Amendments to these Terms and Conditions**

3.1 These Terms and Conditions and the Members' Handbook may be amended by CTB, and any such amendments shall be notified to the Members.

### **4. Fees**

4.1 You shall not be required to pay any membership fees.

### **5. Health and Safety**

5.1 You agree to observe and comply with the provisions of the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 and all other applicable health and safety

legislation, Statutory Instruments, Regulations, Codes of Practice, or law as may be amended from time to time.

5.2 You shall be responsible for ensuring that you have no health and safety concerns with each Approved

Task you are asked to carry out. You may choose not to accept any task at any time.

5.3 You shall consider the health and safety implications and the potential risks in carrying out the task. You shall not put yourself or any other person at risk of harm; if you do not feel the task is safe to complete,

you shall not complete it. You acknowledge that CTB will not overview the task being completed, and – as such – it is your responsibility to ensure that health and safety is addressed.

5.4 When considering whether to accept and carry out an Approved Task request, you should consider things such as (but not limited to):

5.4.1 Whether you feel comfortable undertaking the Approved Task;

5.4.2 Whether you have the necessary qualification(s)/experience/training;

5.4.3 What, if any, are the possible dangers involved in carrying out the Approved Task;

5.4.4 Whether you have the necessary tools and/or safety equipment;

5.4.5 The risks associated with working at height;

5.4.6 Safely working with electrical appliances; and

5.4.7 Manual handling implications.

### **6. Equalities**

6.1 You shall not discriminate against any person in respect to the provision of the task because of age, culture, race, gender, marital status, religion, disability, sexual orientation, or any other protected characteristic outlined in equality legislation.

6.2 You shall ensure that you comply with all applicable anti-discrimination legislation and law.

#### **7 Approved Task**

7.1 You undertake to only carry out tasks which have been determined by CTB as Approved Tasks.

7.2 You undertake that you will not carry out a Regulated Activity as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended). Regulated Activities are those which come within one of the following categories:

7.2.1 Health care.

7.2.2 Social care.

7.2.3 Social work.

7.2.4 Assistance with general household matters (because of age, illness, or disability).

7.2.5 Assistance in the conduct of a person's own affairs.

7.3 The CTB scheme does not cover any activity relating to children.

7.4 In the event that you are in any doubt as to whether the task you have been asked to undertake is an

Approved Task please contact: [chesterfieldtimebank@gmail.com](mailto:chesterfieldtimebank@gmail.com)

## **8. Compliance**

8.1 You shall ensure that for each service offered all legal requirements (including but not limited to) licences, accreditation, certificates, insurance, and any other requirement particular to the service offered

has been obtained, implemented, and fully complied with and kept under review.

## **9. Confidentiality**

9.1 You undertake to keep confidential any personal information or confidential information supplied by CTB or any other Member under this CTB scheme.

9.2 If through a task you are party to personal information about Individuals, a Member, or Members, or confidential information, you should respect and protect that information from being disclosed to anyone else.

## **10. Use of Information**

10.1 By joining the CTB scheme you consent to your information being stored on the Timebanking UK 'TimeOnline2' Time Bank system.

10.2 Members' data will be stored in compliance with the Timebanking UK Data Policy:

<http://timebanks.co.uk/onlineimages/TBUK-Data-Policy.pdf>

10.3 Members' details are stored on the 'TimeOnline2' system provided by Timebanking UK for the purpose of administrating the project.

10.4 The information you provide will only be used for the purposes of the CTB scheme.

10.5 The storage of any and all information will follow CTB's policies and associated legislation as detailed within the privacy policy available on request from [chesterfieldtimebank@gmail.com](mailto:chesterfieldtimebank@gmail.com)

10.6 When becoming a Member of the CTB scheme, we will advertise the things that you may need or want on CTB website.

10.7 CTB may wish to feature people's stories in a newsletter, on a website, or in promotional material. CTB will always gain your agreement before we publish anything.

## **11. Freedom of Information**

11.1 You acknowledge that CTB is subject to the Freedom of Information Act 2000 (the "FOI Act") and the Environmental Information Regulations 2004 (the "EIR") and shall assist and cooperate with CTB to enable

CTB to comply with these information disclosure requirements where necessary.

## **12. No Partnership**

12.1 Nothing in these Terms and Conditions shall operate to constitute any Member as an agent, partner, or employee of CTB or any other Member.

## **13. Third Party Rights**

13.1 These Terms and Conditions may be enforced by the Members and/or CTB only, and are not otherwise enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **14. Dispute Resolution**

14.1 Any dispute between Members should be resolved in accordance with the procedure set out in the Members' Handbook.

## **15. Indemnity**

15.1 You accept full responsibility and liability for any incident, claim, loss, or damage (whether direct or indirect) arising whatsoever and howsoever out of or as a result of or in connection with any services taken

or given under CTB, or as a result of being a Member of the CTB scheme; and

15.2 You shall fully indemnify and hold CTB harmless against any and all such claims.

## **16. Insurance**

16.1 Public Liability insurance is in place to cover Members completing Approved Tasks that have been agreed and authorised by the CTB. Tasks which have not been approved by CTB will not be insured and these tasks must not be completed.

16.2 Any tasks which are not Approved Tasks will not be covered by CTB's insurance policy; you will therefore not be protected by the insurance if something goes wrong. CTB will not in any way be held responsible for tasks that are carried out which fall outside of the CTB scheme.

16.3 Before you complete a task you must ensure that it comes within the list of Approved Tasks. If you are unsure whether the task you have been asked to undertake is an Approved Task please contact: [Chesterfieldtimebank@gmail.com](mailto:Chesterfieldtimebank@gmail.com)

16.4 CTB's insurance policy does not cover Members whilst driving/using a vehicle. If carrying out such a task you must ensure that you are adequately covered to do so.

## **17. Complaints**

17.1 Any Member complaint should be reported in accordance with the complaints procedure in the Members' Handbook.

## **18. Further Assurance**

18.1 You shall promptly execute and deliver all such documents, and do all such things as CTB may from time to time reasonably require for the purpose of giving full effect to these Terms and Conditions.

## **19. Disclaimer**

19.1 You confirm you have read, understood, and you accept and agree to the CTB Disclaimer below: By ticking the "Register" box and registering to use the CTB scheme you are deemed to have accepted the

terms and conditions of the CTB scheme including this disclaimer.

The CTB scheme enables skills and resources to be shared between Members on a time currency basis.

The involvement of CTB scheme Members and Approved Tasks within the CTB scheme should not be understood to be an endorsement by CTB of any Individual or Organisation or their services including but not limited to their competence or ability or suitability to carry out any Approved Task.

CTB is providing this scheme for the benefit of the community. CTB will conduct limited checks on Individuals and

none on Organisations that are registered to be a member of the CTB scheme nor will it carry out any checks on the

tasks being advertised or carried out by CTB scheme Members. CTB has no control over these CTB scheme Members

and as such, any link to a CTB scheme Member or their website does not imply that CTB endorses, approves, or recommends any

CTB scheme Member nor the content, goods, and/or services provided by such CTB scheme Member and/or their websites nor any task advertised on the CTB site.

Except for death and personal injury resulting from CTB's negligence, CTB exclude to the fullest extent that is lawfully permitted any liability whatsoever, arising from or in connection with the use of the CTB scheme, for any claim, loss, damage, injury, death, or consequential loss or other, whether arising directly or indirectly.

As the user of the CTB scheme you assume full responsibility and understand and agree that by doing so neither CTB nor their employees are responsible, or liable, for any claim, loss or damage arising from its use.

This disclaimer is governed by and shall be construed in accordance with the laws of England and Wales.

## **20. General**

20.1 These Terms and Conditions shall be governed and construed in accordance with the laws of England

and Wales and the Members and CTB submit to the exclusive jurisdiction of the English Courts.

20.2 It is your responsibility to be aware of and comply with all relevant legislation and good practice guidelines to ensure your own compliance.