

## **Timebank Terms and Conditions**

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

### **Definitions**

“Approved Task” means a task which has been approved by the time bank;

“Document” means the Member’s Handbook and Terms and conditions;

“Individual” means a Member;

“Member/Members” means any Individual or all Individuals which are accepted as a Member of the time bank;

“Member’s Handbook” means the membership handbook;

“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;

“The time bank” means the body running this particular timebanking scheme.

“You” or “you” means the person or company who has registered to be a Member of the time bank;

“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 Member’s Handbook and the obligations, requirements or otherwise, set out in the terms and conditions and any policies, guidelines or documentation issued by the time bank;

1.1.2 shall provide the time bank with all relevant information requested in a timely manner;

1.1.3 recognise, understand and accept that the time bank operates on a good faith and trust basis which values all Individuals 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 Member's Handbook and Terms and Conditions.

### **Cessation of Membership**

1.3 You may cease to be a Member of the time bank at any time by giving written notice to the time bank.

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

1.5 The time bank 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 the time bank.

## **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 Member's 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 the time bank.

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

3.1 These Terms and Conditions and the Member's Handbook may be amended by the time bank and any such amendments shall be notified to 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 time bank 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 the time bank 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 time bank 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 the time bank and get clarification before you start the task.

## **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 the time bank or any other Member under this timebanking scheme.

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

## **10 Use of Information**

10.1 the time bank will store details regarding Individuals on its own systems for the purpose of administrating the project. The storage of any information will follow legislation as detailed within the privacy statement available on the website. By joining the time bank, you also consent to the storing of your information for the purposes of running the time bank.

10.2 The information you provide will only be used for the purposes of the timebanking scheme.

10.3 When becoming a Member of the time bank we will advertise the things that you may need or want on our website.

10.4 The time bank may wish to feature people's stories and/or images in a newsletter, on the website or in promotional material. The time bank will always gain your agreement before we publish anything.

## **11 Freedom of Information**

11.1 You acknowledge that the time bank 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 the time bank to enable it 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 the time bank or any other Member.

## **13 Third Party Rights**

13.1 These Terms and Conditions may be enforced by the Members and/or the time bank 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 Member's 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 because of or in connection with any services taken or given by the time bank or as a result of being a Member of the timebanking scheme; and

15.2 You shall fully indemnify and hold the time bank 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 time bank. Tasks which have not been approved by the time bank will not be insured and these tasks must not be completed.

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

16.4 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 the time bank before continuing.

16.5 The time bank'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 Member's Handbook.

## **18 Further Assurance**

18.1 You shall promptly execute and deliver all such documents and do all such things as the time bank 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 Disclaimer below:

By ticking the "Register" box and registering to use the timebanking scheme you are deemed to have accepted the terms and conditions of the timebanking scheme including this disclaimer. The timebanking scheme enables skills and resources to be shared between Individuals on a time currency basis. The involvement of timebanking scheme Members and Approved Tasks within the scheme should not be understood to be an endorsement by Any outside parties of any Individual or their services including but not limited to their competence or ability or suitability to carry out any Approved Task. This scheme is being provided for the benefit of individuals. Except for death and personal injury resulting from the time bank's negligence, the time bank excludes to the fullest extent that is lawfully permitted any liability whatsoever, arising from or in connection with the use of this scheme, for any claim, loss, damage, injury, death, or consequential loss or other, whether arising directly or indirectly. As the user of the timebanking scheme you assume full responsibility and understand and agree that by doing so neither the time bank nor its 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 the time bank 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.