

Our Agreement with You: Smile Care Agency Ltd Platform Terms & Conditions (Updated)

Please read this carefully! These Terms and Conditions (“**Terms**”) are important—they cover your legal rights, what we can do, and what we all agree to do.

By using the Smile Care Agency Platform, you are agreeing to these Terms, which means they are a binding contract between us.

Last Updated: *December 8th, 2025.*

This document is a legally binding agreement (“**Agreement**”) between you and Smile Care Agency. It governs how you use our platform, which includes our website (“**Site**”), our mobile apps (“**Application**”), and all the related services we offer (“**Services**”). Together, we call all of this the “**Platform**.” Any other rules or policies we have are also part of this Agreement.

When we use the words “**Smile Care Agency**,” “**we**,” “**us**,” or “**our**,” we mean **Smile Care Agency Ltd**, whose official address is **272 Bath Street, Glasgow, G2 4JR, Scotland**.

How we collect and use your personal information is explained in our Privacy Policy. All payments you make through the Platform (“**Payment Services**”) are managed by Smile Care Agency Payments entities (“**Smile Care Agency Payments**”) and follow our separate Payments Terms of Service (“**Payments Terms**”).

Key Words We Use (Definitions):

- **Account Manager:** Your main friendly contact (Care Coordinator) for any existing account questions once you are a Client.
- **Bank Holiday:** An official public holiday in England and Wales. Details are here: <https://www.gov.uk/bank-holidays>.
- **Bank Holiday Rate:** The price charged for care delivered on a Bank Holiday, which is double the standard rate unless agreed otherwise. You will pay this rate if care falls on these days.
- **Cancellation:** The rules for stopping, pausing, or ending our care contracts.
- **Care Advisors:** Our helpful, trained office team members who you can call or email first for advice on setting up home care.
- **Care Rate:** The agreed fee (hourly, daily, live-in, etc.) for the Professional Self-employed Carer to provide the Care Service.
- **Care Recipient:** The person or organisation actually receiving the care from a Carer on our Platform. The Account Holder (you) and the Care Recipient might be the same person.

- **Care Service:** Any period of time a Professional Self-employed Carer spends delivering care to a care seeker.
- **Care Training:** The essential minimum training Professional Self-employed Carers must complete and keep up-to-date to use our Platform.
- **Carer Onboarding:** The approval process Carers go through before they can offer their services, including checking Right to Work, Enhanced DBS/criminal checks, training certificates, and other necessary documents.
- **Carer Profile:** The Carer’s online summary in the search results, showing their bio, experience, interests, criminal check status (DBS), and client feedback.
- **Carer/Healthcare Worker:** All our approved healthcare professionals are referred to interchangeably as “Carer”, “care assistant,” “care worker”, “personal assistant” or “healthcare worker”.
- **Client:** This is you: the person or entity seeking, organising, or receiving the care from the Professional Self-Employed Carers, also called the Account Holder.
- **Client Onboarding:** The process where you tell us your needs so we can help match you with a Carer. It usually starts with a call to a Care Advisor.
- **Complaints:** How you formally tell us about a problem, and how we promise to look into it and respond.
- **Continuous Quality Improvement:** Everything we do to constantly make our service better, like getting your reviews and feedback.
- **Consent:** The Client’s clear agreement (written, spoken, or understood) to receive the care service.
- **Direct Payments:** Money given by Local Authorities to Clients specifically for purchasing care services.
- **Disclosure and Barring Service Check:** The mandatory UK criminal record check against the Adult and Children’s Barred lists.
- **Fees:** The money owed to us for providing the Platform and the support services that enable the Carer to deliver care.
- **Frequently Asked Questions (FAQs):** Our up-to-date list of common issues and answers.
- **Introductory Care Service:** Our non-regulated model where we introduce you to Self-employed Carers. The Carer works directly for you, and we are not involved in managing the care plans or rotas.
- **IR35:** UK tax law that aims to tax people working through intermediaries (like an agency) as if they were employees.
- **Live-in Care:** Care where a Professional Self-employed Carer lives temporarily in the Client’s home to provide 24-hour support.

- **Mental Capacity:** The legal term meaning a person is unable to make a specific decision because of a problem with their mind or brain (based on the Mental Capacity Act 2005).
- **Personal Care:** Close, sensitive support with daily living tasks, like washing, dressing, and eating, as well as companionship.
- **Personal Health Budgets:** Money allocated by Clinical Commissioning Groups (CCGs) for a Client to manage their long-term care and support.
- **Placement Fee:** The charge we make if an Account Holder tries to hire a Carer directly (off the Platform) after we introduced them.
- **Power of Attorney:** The legal authority given to someone by the Client to make decisions about their finances or health/welfare.
- **Professional Self-Employed Carers:** The term for all Carers who offer their services via the Smile Care Agency Platform.
- **Public Liability Insurance:** Insurance covering costs if a member of the public makes a claim against a business for injury or property damage related to business activity.
- **Safeguarding:** Protecting vulnerable people (adults and children) from harm, abuse, or neglect to ensure their well-being and human rights.
- **Schedule:** The agreed timings for care at the start of the contract, which you can adjust with your Carer.
- **Self-Employed:** Our Professional Self-employed Carers operate independently for tax purposes, following legal advice we've received.
- **Sensitive Personal Data:** Your private information related to race, politics, religion, union membership, health, sexuality, or criminal history, as protected by the Data Protection Act 1998.
- **Service/s:** The assistance and care provided by the Professional Self-employed Carers during the contract period.
- **Service Agreement:** The basic contract that the Carer and the Account Holder create and agree to on the Platform at the start of a job.
- **Shift Invoice:** The bill the Carer creates through the Platform for you to approve and pay.
- **Smile Care Agency Ltd:** Our official company name, registered in Scotland, which runs this Introductory Care Service.
- **Statutory Breaks:** The minimum two hours of break time Live-in Carers are legally entitled to every 24 hours.
- **Us, We and Our:** Meaning Smile Care Agency Ltd.
- **You:** The Client using the services of Smile Care Agency Ltd.

1. General Terms of Smile Care Agency Introductory Care Service

1.1 About the Smile Care Agency Introductory Care Service

We are an **'introductory agency'**. We give you an **online platform** and support from a Care Coordinator to help you find a Professional Self-Employed Carer to support you in your **home**. **Please note: We do not directly employ the carers, nor do we act as a regulated care provider.** You work directly with the Carer. Managing your Care Plans and rotas is up to you, the Carer, and your family.

The services we provide to help you connect include:

- **Carer Profiles:** A searchable directory of approved self-employed carers.
- **Care Messaging:** A safe and secure way for you and the Carer to chat through Smile Care Agency.
- **Carer Matching:** We help arrange interviews (phone/video) between you and the Carers.
- **Care Payments:** Our secure system for processing payments between you and the Carer.
- **Reviews:** Tools to let you give feedback on the care provided.

1.2 Our Service to You

When you use our Introductory Care Service, you get:

- An assessment of your needs by our Care Coordinators (by phone or email, if needed).
- Access to the Platform tools (Profiles, Messaging, Payments).
- The actual Care Service provided by a Professional Self-employed Carer.
- Access to vetted Carer Profiles of Professional Self-employed Carers and our matching service.
- Support from our team via email and live chat for account or billing issues.

1.3 Definition of the Introductory agency service

We act solely as an **'introductory agency'**. We do not supply or employ carers, and we do not act as a regulated care provider for this service. We cannot legally change your care plan, set your rotas, or control how the care is delivered.

1.4 Limitations of service

You and the Carer use our Platform tools (website/app) at your own risk. We cannot guarantee the tools will always work perfectly or be available. **We are not responsible for any losses or damages caused by technical errors or the temporary unavailability of our service.**

Smile Care Agency disclaims any liability for controversies, losses, injury, accidents, claims or damages arising out of the engagement of carers or the provision of care services by carers.

2. Rules for User Conduct and Use of Service

2.1 Eligibility to use the site and services; representations and warranties

By registering with us, you confirm that:

- You agree to follow these Terms.
- You are **18 or older** and are legally able to enter into contracts in the UK.
- Because the contract is between you and the Carer, you agree to meet all your contractual obligations.
- All information you provide to us (on the site or to our advisors) is true and accurate. **If we find out information is wrong, we have the right to immediately support the withdrawal of care, and you will still be responsible for the statutory notice period payment.**

2.2 Permitted use

You can only use this website for private, non-commercial reasons, such as: (i) looking at the website; (ii) sending genuine requests to Carers about care for yourself or someone else; (iii) booking, reviewing, or changing care arrangements; (iv) checking feedback or care plan status; (v) updating billing info and generating invoices; and (vi) contacting us for help or advice.

It is strictly forbidden to use automated systems, copying, or software ('**screen scraping**') to collect data from our website for commercial use, unless we have given you written permission. Breaking this rule could make you liable for damages.

2.3 Code of conduct

You must not discriminate against any Carer or client based on race, gender, disability, or any other basis. You also confirm that you and everyone in your home have never been involved in legal action, complaints, or convictions involving violence, abuse, neglect, fraud, or endangering others, and are not on any sex offenders list.

If we learn of any discrimination against a Professional Self-employed Carer, we reserve the right to immediately support the withdrawal of care, and you will be liable for the statutory notice period payment.

3. Live-in Care Requirements

3.1 Live-in Care Facilities

If you hire a Live-in Carer, you must provide them with a **separate bedroom**, clean, suitable bathing and toilet facilities, plenty of food, clean bedding, and the necessary cleaning supplies and PPE to do their job properly.

3.2 Live-in Break Provision

Live-in Professional Self-employed Carers must have a minimum of **2 hours of break time per day** (Statutory Breaks), which must be taken during daylight hours. You can agree with the Carer to save some of these hours up for a longer break on fewer days, but they must get at least 14 hours of break time over a 7-day week.

3.3 Expenses

You and the Carer should agree on any travel or other expense arrangements before the contract starts. Carers should always clarify food and travel arrangements beforehand, but we advise all parties to confirm these details.

4. Smile Care Agency Professional Self-employed Carers

4.1 Carer selection

When using our service, **you are fully responsible for choosing the right Professional Self-employed Carer** for your needs. While we can help by introducing and recommending Carers, the final decision is always yours.

4.2 Vetting and background checking of carers

Smile Care Agency makes reasonable efforts to check the identity and information provided by carers. This includes visual checks of: Identity documents to confirm the right to live and work in the UK, Stated qualifications and training certificates where available, Existing DBS checks.

On joining the platform, Smile Care Agency will confirm a carer's current DBS status by using the DBS update service. Where carers are not subscribed to the update service, Smile Care Agency performs a new DBS check via an external provider. Smile Care Agency will facilitate Clients to engage with carers by a Care Coordinator arranging an interview, but clients are also recommended to:

- Talk to the Carer personally to understand whether they are the correct fit for Your care needs.
- Verify a carers identity via photographic ID.
- Requesting proof of experience, training, qualifications, authorisations and suitability for the Client's care needs.
- Following up on references of carers.

4.3 Insurance cover

Clients should ensure that their insurance covers carers working in their home and should verify whether carers have their own independent insurance cover.

4.4 Carer contract compliance

Once you accept the contract set up by the Carer, you must abide by its terms. To activate the contract, you must pay the required upfront amount into your client account, which holds the Carer's funds on your behalf. Any changes to the contract terms (like time off) must be negotiated directly with the Carer.

5. Fees and Billing

5.1 Billing Cycle

You will be billed at the start of each week for the care scheduled to be delivered in the following week. Our preferred payment method is secure direct card payment via Stripe. On setting up a contract you will initially be billed for requested care to synchronise with the payment cycle.

5.2 Bank Holiday Charges

Care delivered on official statutory Bank Holidays will automatically be charged at **double the standard rate** (see: <https://www.gov.uk/bank-holidays>).

5.3 Payments

The care contract is between you (the Client) and the Carer. You confirm you have the money to pay for the contract value. **All payments must go through your Smile Care Agency Care account; attempts to pay outside of the Smile Care Agency platform will lead to sanctions not limited to immediate account suspension.** You must report any offer by either party to pay outside of Smile Care Agency immediately.

5.4 Carer Rates

Carers set their own rates, which may change. Rates must remain fixed throughout an active contract. If you speak to a Care Advisor, they might suggest a set package fee that supersedes the Carer's profile rate. If rates need changing during a contract, the old contract must be formally ended and a new one agreed upon.

5.5 Fees

Our fee, which is added on top of the Carer's rate, ranges from **5% – 8%** of their stated rate. This covers our Platform support. We reserve the right to change our fee structure at any time.

5.6 VAT

We do not charge VAT on the Carer's services. However, we do charge **20% VAT** on any recruitment or exit fees (see section 6.5).

5.7 Direct Payments and Personal Budgets

If you are using Direct Payments or Personal Budgets, please contact a Care Advisor. We need written confirmation from the relevant Local Authority or CCG before these payment methods can be authorised.

5.8 Fee reviews

We retain the right to review and potentially increase our Fees annually. We also retain the right to increase our Fees at any other time if your care needs have decreased (which might affect our associated costs).

6. Cancellations and Refunds

6.1 Cancellations

We strongly discourage contract cancellations unless absolutely necessary, as Carers rely on predictable income. Our policy is that any Care Service cancelled within a **24 hour period** of its start time will be billed and paid to the Carer. If both parties agree and the circumstances are exceptional, we may, at our discretion, void the payment and issue an account credit. You must notify both the Carer and Smile Care Agency of any cancellation by emailing info@smilecareagency.com.

6.2 Account Credits and Refunds

For Care Service cancelled **before the 24-hour deadline**, we will credit the fee back to your Smile Care Agency account. We may, at our sole discretion, issue a cash refund if appropriate.

6.3 Termination of contract

For ongoing care contracts that have been active for over 28 days, you must give **four weeks (28 days) notice** to terminate, allowing everyone time to make new arrangements. If you cancel within this 28-day notice period, we reserve the right to keep collected funds in order to provide an element of income protection to the carer.

6.4 Our termination of the service

We may end this Agreement by:

- Giving you 28 days' written notice for any reason.
- Giving you 7 days' written notice if you fail to pay the Fees.
- Giving you 7 days' written notice if we determine we can no longer meet your specific needs.

6.5 Exit Fee / Placement Fee (Bypassing the Platform)

If you and the Carer decide to stop using Smile Care Agency to work together privately, you will owe an **exit fee of £2,500**. Furthermore, if an account holder chooses to hire a Carer we introduced to them directly (bypassing the Platform to avoid fees), they will be

charged a **Placement Fee of £1,000 + VAT** per Carer (we will charge whichever fee is greater/applicable based on the situation).

7. Disputes and Complaints

7.1 Release of liability for user conduct and disputes

Your contract is a legally binding agreement between you and the Carer. We expect you to resolve issues directly first. **Smile Care Agency is not responsible for any claims, losses, or damages resulting from disputes between you and the Carer.** While we are not a party to your agreement, we will try to mediate or arbitrate alleged contract breaches.

7.2 Dispute Arbitration

We will try to resolve disagreements between the Client and the Carer. We will review the contract, compliance, usage data (like visit logs and messages), and any submissions from both sides. **We may, at our sole discretion, withhold payments, reimburse funds, or stop future payments.** All disputes must be reported in writing within 1 (one) week of the disputed period.

7.3 Complaints Policy

We take all complaints seriously and aim to learn from them. If you have a complaint, please email complaints@smilecareagency.com as soon as possible after the incident. We typically respond within 48 hours (two business days). We will investigate thoroughly. **We cannot consider complaints submitted more than 1 (one) week after the alleged incident.**

8. Limitation of Liability

8.1 Responsibility for contract acceptance

We do our best to check Carer suitability, but you must understand that choosing to hire a Carer is entirely your decision. Smile Care Agency makes no guarantee about any Professional Self-employed Carer's suitability, experience, character, or the accuracy of the information they provide.

8.2 Liability Cap

You agree that our total liability to you (for negligence, breach of contract, etc.) will never exceed the value of the total commission income we received from you via the Smile Care Agency Introductory Care Service.

8.3 Breach of terms and conditions

You agree to protect us from any claim or demand made against Smile Care Agency that results from you breaking these terms and conditions.

9. Quality Assurance and Contractual Obligations

9.1 Background Checks

By using our service, you give us permission to perform relevant background checks and audits at any time we choose. We reserve the right, but are not obligated, to use third parties to screen your information against public databases. We assume no liability for the results of these checks.

9.2 Feedback and customer reviews

You will be asked for honest feedback on your care experience. You must not try to falsify, manipulate, or unfairly pressure a Carer (e.g., by threatening negative feedback). If a Carer tries to influence your feedback, please report it. You give Smile Care Agency the full, permanent right to publish your reviews.

9.3 Contractual Obligations (Anti-Avoidance)

You agree that any current or future care arrangement resulting from an introduction made through our Platform must be processed through our service. You must not create private contracts with introduced Carers to avoid our fees. Serious offenses will result in immediate termination of your profile.

9.4 Safeguarding Policy

We take safety extremely seriously and comply with all relevant laws (Care Act 2010, Mental Capacity Act 2005, etc.). If we believe a vulnerable adult is at risk of harm, we will comply with the law and report to the local Adult Safeguarding Team. We conduct risk assessments on all Clients. If we believe a Care Seeker cannot safely and competently receive care through our introductory model, we reserve the right, at our absolute discretion, to stop facilitating care and limit platform access.

10. Governing Law and Contact

10.1 Privacy Statement

By using Smile Care Agency, you agree that we can process your personal data according to our Privacy Policy.

10.2 Governing Law

These terms and any disputes will be governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to handle any claims or disputes related to these terms or our service.

10.3 Contact Information

If you have any questions about these terms or the services we provide, please contact us at: info@smilecareagency.com