



## Terms & Conditions of Service

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## Terms & Conditions

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Your folks are Myfolks

On payment of the Annual Subscription Fee, you are deemed to accept these Terms & Conditions. No Visits are permitted without Subscription. Please ensure you read and understand these Terms & Conditions before paying the Subscription Fee.

## 1. Context

1.1 In these Terms & Conditions, the Schedules form part of these Terms & Conditions and shall have effect as if set out in full in the body of the Terms & Conditions. Any reference to these Terms & Conditions includes the Schedules.

1.2 References to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the Schedule. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.3 These Terms & Conditions shall be binding on, and enure to the benefit of, the parties and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns. Myfolks reserves the right to update these Terms & Conditions and the current version will always be available on the website.

1.4 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

## 2. Commencement and duration

This contract shall commence on the date when the Customer pays the Subscription (the **Commencement Date**). It will end after one year, unless the Subscription is renewed. There is no obligation to book any Visits during the period.

## 3. Myfolks

MyFolks is a private limited company. It provides an application called Myfolks, connecting persons typically over 75 living independently who need real-time practical and emotional support to those who are enhanced-DBS cleared and available to provide it. They are called Myfolksers. Customers access the app via the Family Portal.

## 4. Rights of the Elder

It is the responsibility of the Customer to ensure either (a) the Elder has the capacity to consent to the Myfolks Subscription and Visits and does consent or (b) the person with Lasting Power of Attorney for the Elder agrees to the Subscription and Visits on their behalf.

## 5. Safeguarding

5.1 All our Myfolksers have undergone enhanced police database checks. We check references thoroughly. They all speak English to a good conversational standard (and other languages are available). We monitor visits using GPS tracking. You will be able to rate Myfolksers and choose your favourites whenever they are available.

5.2 Myfolks has a Code of Business Conduct that our Myfolksers must agree, in writing, to adhere to. A copy is available on request at [louise@myfolks.digital](mailto:louise@myfolks.digital) and we also assess our Myfolksers for compassion.

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5.3 Myfolks is insured to provide the services. There are no regulatory obligations applicable to Myfolks in respect of the services provided.

5.4 Myfolks is registered as a Data Controller with the Information Commissioner's Office, registration number ZB558252.

5.6 Myfolks is registered as a company in England. Company registration number: 14689848. Myfolks is registered for VAT. VAT Registration Number: 443630509.

## 6. Confidentiality

6.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of Subscription including:

the existence of this contract;

any information that would be regarded as confidential by a reasonable person relating to:  
the lifestyle and status of the customer and their family, and assets, affairs, customers, clients, suppliers of Myfolks; and

6.2 Information is not Confidential Information if:

It is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

It was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

It was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or

the parties agree in writing is not confidential or may be disclosed; or

it is developed by or for the receiving party independently of the information disclosed by the disclosing party.

6.3 Myfolks shall keep Confidential Information confidential and shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this contract; or disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

6.4 Myfolks may disclose the Customer and/or the Elder's Confidential Information to those of its Representatives, such as Myfolksers, who need to know such Confidential Information for the Permitted Purpose, provided that:

it informs such Representatives of the confidential nature of the Confidential Information before disclosure;  
and

at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

6.5 Myfolks may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation, any relevant securities exchanges) or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible.

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6.6 Myfolks shall manage data in accordance with the Data Privacy Notice set out Schedule 3.

## **7. Warranties**

7.1 Myfolks is obliged in law to apply the following warranties under the Consumer Rights Act 2015:-

The services provided must be carried out with reasonable care and skill.

Information said or written to the you is binding where you have relied upon it.

The cost of the service must be reasonable.

The service must be carried out within a reasonable time.

7.2 If Myfolks fails to deliver the above elements of the service, you are entitled to have Myfolks repeat the service free of charge, within a reasonable time and without significant inconvenience. If Myfolks cannot carry out a repeat of the service, you will be entitled to a reduced price.

## **8. Suspension of Service**

8.1 We do not guarantee that our app will always be available, although we will aim to ensure that it is and to provide as much information and advance warning of interruptions as possible.

8.2 We are building Myfolks as a new offering in the market and it may not always be possible to provide the Visits that you request. Please let us know if you experience difficulties by contacting [louise@myfolks.digital](mailto:louise@myfolks.digital) and we will continue trying to improve our coverage.

## **9. Charges**

9.1 Annual Subscription Fee: £25. This covers the set up of the account and is not refundable, (except prior to a Visit being booked there is a right to cancel within 14 days of the Commencement Date under the Consumer Rights Act 2015 - Should you wish to cancel the Subscription within 14 days and before a Visit has been booked, please contact [louise@myfolks.digital](mailto:louise@myfolks.digital)).

9.2 There is no obligation to book any Visits.

9.3 Visits are based on an hour's duration. We will always stay for a full hour, regardless of the task, because engagement is our true purpose. All Charges include VAT at 20%.

9.4 A standard one hour Visit is £49.50.

9.5 Additional hours are charged at £45 when added to the initial hour Visit, up to 7 hours.

9.6 A Return visit may be necessary to complete some work for example, to pick up an animal when an animal shelter is open, or to take out laundry that was put on to wash and remake a bed. A return appointment will always be agreed with the person paying the bill in advance and will be charged at the same rate as the original Visit.

9.7 A Repeat Visit – a recurring booking. If 5 visits are booked, a discount of 5% applies; if 10 visits are booked, a discount of 10% applies, and so on. These are not refundable.

9.8 An Urgent Visit (within 4 hours) is £68.

9.9 Any non-urgent Visit booked between the hours of 8 pm and 8 am is charged at £60.

9.10 All visits are payable in advance and non-refundable except due to a fault of Myfolks.

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9.11 Should you require Myfolks to take shopping to the Visit, we will charge for an hour of time as above and will arrange an appropriate payment method with you, that may be click and collect. Myfolkser will not handle cash for the protection of all involved. Contact [Louise@myfolks.digital](mailto:Louise@myfolks.digital) to discuss your requirements.

9.12 All prices are inclusive of VAT at a rate of 20%.

9.13 Prices in future years will increase only based on inflation.

9.14 As the time is committed by the Myfolkser, it is not possible to give refunds if the booking is cancelled. Bookings may be rearranged on provision of 3 full days' notice.

9.15 It is your responsibility to ensure Myfolks can access the property. If we cannot gain access for the Visit or access is delayed, no refunds will be made.

## **10. Change of Control**

MyFolks may assign its rights and obligations under this contract to any successor in title.

## **11. Intellectual property**

All Intellectual Property Rights in the MyFolks Application, including any associated documentation (the **MyFolks IPR**) shall vest in and be owned by MyFolks (or, where applicable, a third-party licensor from whom the right to use it has derived). MyFolks hereby grants to the Customer a worldwide, non-exclusive, non-transferable royalty-free licence during the term of this contract to use the MyFolks IPR to the extent necessary to book the Myfolks service for the Elder.

## **12. Non-solicitation**

The Customer agrees that it shall not and the Elder shall not solicit or entice away or attempt to solicit or entice away from Myfolks any person who is, or has been, engaged as an employee, consultant or Myfolkser who is employed or engaged in any services which are relevant to this contract and shall not enter any separate arrangements with such person.

## **13. Anti-bribery**

Each party shall comply with all Applicable Law relating to financial crime including the Bribery Act 2010, Companies Act 2006, Fraud Act 2006, Proceeds of Crime Act 2002, Criminal Finances Act 2017, Theft Act 1968 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. Breach of this clause [17] (Anti-bribery) shall be deemed to be a material breach of these Terms & Conditions and the contract will automatically terminate.

## **14. Limitation and exclusion of liability**

14.1 Nothing in this contract shall operate to exclude or limit the liability of either Party for:

death or personal injury caused by negligence;

fraud or fraudulent misrepresentation;

any other matter for which it would be unlawful to exclude limit, or attempt to exclude or limit, its liability.

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14.2 Subject to the provisions above in this clause 14, MyFolks' liability for direct losses in contract, tort (including negligence) or otherwise arising by reason of or in connection with this contract shall not exceed £5,000. No liability is accepted for indirect or consequential loss.

14.3 Should the Elder be taken ill or suffer an accident during a Visit, Myfolks will seek medical assistance immediately but is not permitted to administer first aid.

## **15. Survival**

15.1 Termination of this contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination.

15.2 On termination of this contract, each Project Schedule then in force at the date of such termination shall automatically terminate.

## **16. Force majeure**

Neither Party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this contract. If such delay or failure results from events, circumstances or causes beyond its reasonable control.

## **17. General**

17.1 This constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2 Where there is a conflict between the provisions in the Terms & Conditions and a Schedule, the provisions in the Terms & Conditions shall prevail.

## **18. Mediation**

18.1 In the first instance, raise any complaints about the Myfolks' service in writing to the CEO: [louise@myfolks.digital](mailto:louise@myfolks.digital).

18.2 If any dispute arises in connection with this Contract that cannot be resolved between the Parties, the Parties agree to enter mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the Parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing (**ADR notice**) to the other Party, referring the dispute to mediation. A copy of the referral should be sent to CEDR.

## **19. Governing law and jurisdiction**

19.1 This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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19. 2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims)

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## Schedule 1 - Glossary

### Confidential Information:

has the meaning given in clause [12] (Confidential Information).

Customer The person paying for the Myfolks service.

Elder The person who receives the service (who may also be the Customer)

Family Portal The customer interface of the MyFolks Application.

### Intellectual Property Rights

Patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

### Lasting Power of Attorney

An agreement between the Elder and their representative to enable the representative to manage their affairs.

Myfolks The company and the application that provides this service.

Myfolkser The individuals dispatched to perform the visit.

Parties The Customer and Myfolks.

Rating The elder person and their family will be invited to rate the Myfolkser after each Visit to help us ensure excellence in our performance.

Subscription Annual Membership by way of the Registration Fee. Registration is advised in advance of the need for a Visit.

Visit One hour blocks of appointed time for the Myfolkser to spend with the elder person.

You Customer

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## Schedule 2 - Services

Myfolks is a service intended to facilitate living well at home in older age. It is a concierge service, rather than a medical or care service as those services are already available from other providers. Myfolks is a web-based application that enables service users to request additional practical and emotional support at home. The support services available during a home visit include:

- Companionship, including sharing a light meal, playing cards, watching the football match on tv, chatting, knitting.
- Light cleaning – washing dishes, changing the bed, completing a washing cycle, removing out of date food from the fridge/freezer, emptying the household bins, unpacking shopping making a light meal/hot or cold drink.
- Basic maintenance that a householder would usually do – changing a lightbulb, tuning the tv, assisting with technology set up, changing the clock for British summer time. Duties that would normally be performed by a tradesperson are excluded.
- Pet management (when a person is going into hospital or to stay with relatives – typically taking the pet to a cattery/dog sitter.) Walking one smaller breed dog or cleaning out a bird cage/cat litter.
- Facilitating engagement with family members eg facetime.
- Gathering a hospital bag for admission
- Providing feedback to family members as agreed.
- Companionship for gentle outdoor exercise (not to physiotherapist level)
- Help with basic admin such as putting letters in the post.
- Hospital discharge preparatory service – we will attend the Elder’s residence and ensure there is basic food available, appropriate heating and lights on, bed made, pet returned, post picked up from the floor.
- Hospital discharge companion service – ensuring the elder person is safe and settled on their return from hospital, has a cup of tea, light meal (to the extent a family member would do, rather than as a medical professional would do).

Should you have any other requirements, please email [louise@myfolks.digital](mailto:louise@myfolks.digital) to discuss this.

### Exclusions:

- Personal care is not included.
- Medical intervention, including medicine administration is not included.
- Work that should be performed by a trained professional is not included.

Any home that is reasonably considered unsafe for our Myfolksers will be excluded. (Deemed by Myfolks, acting reasonably due, including but not limited to, the following: accessibility, inappropriate behaviours, hygiene, risk due to animals).

For your protection and safety, we reserve the right to reject any request that we deem, acting reasonably, falls outside the services we offer.

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## Schedule 3 Privacy Notice

### Content

- Who we are
- Registration
- Why we collect information about you
- How we use your information
- Information sharing
- Communication with Myfolks
- Using our website/app
- How long your information will be held
- How we protect your information
- Your information rights
- How to complain
- Changes to this privacy notice

This privacy notice sets out how we, Myfolks Limited, collect, store and handle your personal information and what your information rights are. This Notice broadly explains what information we collect, the purpose for processing, categories of personal information and who we may share it with.

Personal information may be collected on a paper or online form, by telephone, email, or by a member of our staff, or one of our partners.

### Who we are

Myfolks is a private, limited company, registered in England (Company registration number: 14689848). Myfolks is also registered with the Information Commissioner's Office (ICO) as a 'data controller' under the Data Protection Act. We are a public authority and have a nominated Data Protection Officer in our CEO, Louise Thompson.

### Registration

We are registered with the Information Commissioner. You can view this at <https://ico.org.uk/about-the-ico/what-we-do/register-of-fee-payers/> – see entry ZB558252.

### Why we collect information about you

We may collect personal data about you which covers basic details such as name, address, telephone number, and date of birth. We also collect some sensitive information also known as special category data, such as health data, ethnicity or religious beliefs - but only where it is needed to provide a service, fulfil a legal obligation and/or for monitoring equality of both for customers and employees. We will always explain to you why and how this information will be used. We will always demonstrate to you what our lawful basis is for processing this type of information and where appropriate seek your consent.

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As described above we collect and process information about you, so that we can carry out our obligations as a service provider and a provider of work. This includes but is not limited to:

- confirming your identity to provide services to your (and/or your relative).
- contacting you by way of the Myfolks app, post, email or telephone
- understanding your needs to provide the services that you request
- understanding what we can do for you and inform you of other relevant services and benefits
- obtaining your opinion about our services
- updating your customer record
- processing financial transactions
- storing the information for the basis of record keeping that may be required by way of legal obligation (eg for HMRC) or for Myfolks' proper administration.

We may not be able to provide you with our service unless we have enough information, or your permission to use that information.

### How we use your information

We will use the information you provide in a manner that conforms to the Data Protection legislation. We will endeavour to keep your information accurate and up to date and not keep it for longer than is necessary. In some instances the law sets the length of time information must be kept.

In general, we process your information for the following purposes:

- for the service you requested, and to monitor and improve Myfolks' performance in responding to your request
- to allow us to be able to communicate and provide services and benefits appropriate to your needs
- to ensure that we meet our legal obligations
- where necessary for the law enforcement functions
- to prevent and detect fraud or crime
- to process financial transactions
- where necessary to protect individuals from harm or injury
- to allow the statistical analysis of data so we can plan the provision of our services
- to share anonymised information to identify and monitor trends in eldercare requirements, with relevant bodies concerned in the analysis of and/or provision of services for the elderly (including social and medical provision, town planning etc). This will not include any personal data that identifies you as an individual.

We will not pass any personal data on to third parties, other than those who either process information on our behalf, or because of a legal requirement, and we will only do so, after we have ensured that sufficient steps have been taken to protect the personal data by the recipient.

**We do not sell your information to any commercial organisation.**

### Information sharing

We may need to pass your information to other people and organisations that provide the service. These providers are obliged to keep your details securely, and use them only to fulfil your request. If we wish to

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pass your sensitive or confidential information onto a third party, we will only do so once we have obtained your consent, unless we are legally required to do so.

We may disclose information to other partners where it is necessary, either to comply with a legal obligation, or where permitted under the Data Protection Act, e.g. where the disclosure is necessary for the purposes of the prevention and/or detection of crime.

Should we need to disclose sensitive or confidential information such as medical details to other partners, we will do so only with your prior explicit consent or where we are legally required to.

We may disclose information when necessary to prevent risk of harm to an individual.

At no time will your information be passed to organisations external to us and our partners, for marketing or sales purposes or for any commercial use without your prior express consent.

### Communication with Myfolks

- Telephone calls

We will inform you if we record or monitor any telephone calls you make to us. Calls made direct to, or from, our Customer Contact Centre may be recorded and kept for 6 months from the date of the call. We do not record any financial card details when you make payments to us.

These records will be used to increase your security, for our record keeping of the transaction and for our staff training purposes.

- Emails

If you email us we may keep a record of your contact and your email address and the email for our record keeping of the transaction.

We suggest that you keep the amount of confidential information you send to us via email to a minimum and use email encryption, our secure online forms and services.

### Using our website/app

#### **We may use information you provide via this site to:**

- Provide the services requested
- Improve content
- Communicate information directly relevant to the Myfolks service to you.

#### **We automatically monitor information such as:**

- Pages visited
- Browsers used
- IP addresses
- Device type used

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- Number of views
- Duration of views
- Number of clients and their retention

None of the above information will identify you personally. We only use it to help improve the website and to understand the types of request our service receives.

Please contact [Louise@myfolks.digital](mailto:Louise@myfolks.digital) if you want to opt in/out of our analytics software.

### Your account

Your account username and password is required to sign in to Myfolks. We make sure these are kept secure in our systems but you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computers and other applicable devices, and you agree to accept responsibility for all activities that occur under your account or password.

### How long your information will be held

We will not keep your information any longer than needed to provide the services you require. We may keep your data longer if we need to retain it for legal, regulatory or best practice reasons.

### How we protect your information

The information you provide will be subject to rigorous measures and procedures to make sure it can't be seen, accessed or disclosed to anyone who shouldn't be allowed to see it.

We have a comprehensive set of Information and Security policies. These define our commitments and responsibilities to your privacy and cover a range of information and technology security areas. We provide training to staff who handle personal information and treat it as a disciplinary matter if they misuse or do not look after your personal information properly.

We conduct assessments of privacy when making changes to processes or systems that hold your personal data. We assess the technical security of our systems and supplier systems.

We will dispose of paper records or delete any electronic personal information in a secure way.

We will investigate data incidents where we have found that your personal information may have or has been disclosed inappropriately and attempt to recover any data. We will inform you unless we decide it would present a risk to you and inform the authorities such as Police, or Information Commissioner where required.

### Your information rights

In general, you have the right to request that Myfolks:

- provide a copy of your personal information
- correct any errors in your personal information and restrict processing until completed
- erase personal information, depending upon the legal basis

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- withdraw consent and have your data deleted
- to be informed of automated decision making, including profiling for the service

You have the right to object to your personal data being processed.

Where possible we will seek to comply with your request but we may be required to hold, retain or process information to comply with a legal obligation.

We try to ensure that any information we hold about you is correct. There may be situations where you find the information we hold is no longer accurate and you have the right to have this corrected. Please contact [Louise@Myfolks.digital](mailto:Louise@Myfolks.digital). You can help by notifying us of any changes in your personal information, please, so that we can update our records.

You are legally entitled to request access to any information about you that we hold.

If you have any concerns or comments please contact Myfolks' Data Protection Officer directly by letter or email as follows:

Louise Thompson  
**Data Protection Officer**  
Myfolks Ltd  
8 Segedunum Business Centre  
Wallsend, Newcastle upon Tyne, NE28 6HQ  
Email: [louise@myfolks.digital](mailto:louise@myfolks.digital)

### How to complain

If you wish to complain about your personal data privacy or information rights please contact

Louise Thompson, **Data Protection Officer**, Myfolks Ltd, 8 Segedunum Business Centre  
Wallsend, Newcastle upon Tyne, NE28 6HQ. Email: [louise@myfolks.digital](mailto:louise@myfolks.digital)

You have the right to complain to the supervisory authority – the Information Commissioner's Office (ICO). The ICO is an independent body set up to uphold information rights in the UK. They can also provide advice and guidance and can be contacted through their website: [www.ico.org.uk](http://www.ico.org.uk), or their helpline on 0303 123 1113, or in writing to:

**Information Commissioner's Office**, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

### Changes to this privacy notice

We will continually review and update this privacy notice to reflect changes in our services and feedback from service users, as well as to comply with changes in the law. When such changes occur, we will revise the 'last updated' date of this notice.

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