

DATED 26 MARCH 2020

EMERGENCY CHILDCARE TERMS OF USE

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THESE TERMS AND CONDITIONS are applicable as of 20 March 2020

These terms and conditions are applicable between Kalendit Ltd (company number: 10883022) **(Kalendit)** and:

1. Nurseries that use Kalendit's Platform.
2. Temp Workers or Sitters that use Kalendit's Platform.

INTRODUCTION

- (A) Kalendit has developed a mobile application software and website platform to connect (1) nurseries that are seeking contractors or temporary staff ("**Nurseries**") with (2) available nursery workers (the "**Platform**").
- (B) The Nurseries and nursery workers will connect via the Platform and agree the terms of the nursery worker's services, which may include childcare services or outsourced babysitting services.
- (C) Kalendit offers and continues maintenance for its booking platform to enable Nurseries, parents or legal guardians of children ("**Parents**") to engage the services of babysitters ("**Sitters**") to look after their children ("**Babysitting Services**").
- (D) The downloading of the Platform and Services onto a mobile device ("**App**") or use of the Platform and Services via website, including the registration onto the Platform and use of the Platform is available for Parents, Nurseries and Sitters.
- (E) Kalendit has onboarded a number of Sitters on the Platform who may wish to provide Babysitting Services to the Nursery.
- (F) Kalendit's Platform connects Nurseries and / or Parents with Sitters, enabling them to book Babysitting Services. Kalendit allows Sitters to create profiles on the Platform which can be viewed by Nurseries and / or Parents once a booking is confirmed. Kalendit allows Nurseries and / or Parents to create profiles on the App which can be viewed by Sitters immediately after accepting bookings. Kalendit's Platform allows Nurseries and / or Parents to be matched with the first available Sitter for the provision of Babysitting Services.
- (G) Through the Platform, Kalendit enables Nurseries or Parents to book Sitters for Babysitting Services.
- (H) Kalendit licenses use of the Platform to you on the basis of these terms of use, any other terms and conditions on Kalendit's Platform, including the privacy policy (available here: <https://account.kalendit.com/privacy-policy>), or subject to any rules or policies applied by any app store provider, or Kalendit's website terms of use (available here: <https://account.kalendit.com/terms-of-use>), Kalendit's end user licence agreement (available here: <https://account.kalendit.com/eula>)
- (I) Kalendit is willing to introduce the Sitters to the Nurseries or Parents, in exchange for a commission, being a percentage of the fees that may be payable to the Sitters by the Nurseries or the Parents in respect of the provision of the Babysitting Services, in accordance with these terms and conditions.

- (J) Kalendit remains the owner of the Platform and all Intellectual Property Rights relating to it at all times.
- (K) Kalendit may revise these terms of use at any time by giving written notice to Nurseries, Sitters or Parents via email or as a notification on the Platform. You should check the Platform from time to time to review the current terms of use as the most up-to-date terms of use are what will be binding.
- (L) From time to time, updates to the Platform may be issued through the Nursery, Sitter or Parents' ("Users") app store provider. Depending on the update, Users may not be able to use the Platform until they have downloaded the latest version of the Platform and accepted updated terms and conditions.
- (M) Each User warrants that they are the owner of the device on which the Platform has been downloaded, or that the User has obtained permission from the owner of that device to download the Platform. The User accepts responsibility in accordance with these terms of use for the use of the Platform on any device, whether or not that device is owned by that User.
- (N) By using the Platform, each User agrees Kalendit's privacy policy (available here: <https://account.kalendit.com/privacy-policy>) and consents to Kalendit collecting and using the User's data including personal data and technical information about the devices used to access the Platform and any related software, hardware and/or peripherals to improve Kalendit's products and to provide Services to Users.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in these terms and conditions.

1.1 Definitions:

App: the mobile software featuring the Platform and the Services.

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force, but not including the AWR 2010 or the Conduct Regulations 2003.

AWR 2010: the Agency Workers Regulations 2010 (*SI 2010/93*).

Babysitting Services: babysitting undertaken by the Sitters for the Parents.

Booking: each time and date agreed between the Sitter and the Nursery during which the Sitter will provide the Babysitting Services.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: has the meaning given to it in clause 23.

Charges: the sums payable for the Services, as more particularly set out in clause 11.2.

Babysitting Services: the agreed babysitting services provided by a Sitter to a Parent in a consultancy capacity, whether such services are agreed with Nurseries or Parents.

Conduct Regulations 2003: the Conduct of Employment Agencies and Employment Business Regulations 2003 (*SI 2003/3319*).

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Dispute Notice: as described in clause 26.1(a) of these terms and conditions.

Fit for Work: the assessment made by the Nursery or a regulated medical professional of a Sitter's capacity to provide Babysitting Services to the Nursery:

- a) for the Service Hours and at the service levels mutually agreed with a Parent or Nursery;
- b) without risk, negligence or reckless:
 - a. in relation to the duty of care and professionalism required of the Sitter in respect of services agreed to be provided to the Parent or Nursery;
 - b. towards their own health and safety;
 - c. towards the health and safety of the Nursery's staff or any residents in the Parent's home; and
 - d. towards the children attending the Nursery or any occupants of a Parent's home.

Examples of not being Fit for Work can include but not be limited to being intoxicated, ill (either physically or mentally), or not being deemed Fit for Work for any other medical reason.

Gross Misconduct: behaviour which, in the opinion of a Nursery or Parent, is so severe that it:

- a) causes harm to the business of the Nursery;
- b) causes harm to the children attending the Nursery; or
- c) causes disrepute to the Nursery, including but not limited to any negative assessment of the Nursery by Ofsted.

Examples of Gross Misconduct can include but not be limited to intoxication, bullying or causing abuse, violence, dishonesty, being grossly negligent or reckless in the care of a child, theft or derogation from the agreed scope of Babysitting Services.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral 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.

Kalendit's Invoice: an invoice of Kalendit payable by the Nursery which is raised pursuant to Kalendit's provision of the Services in respect of each Booking.

Nursery's Manager: the individual, or any replacement individual, appointed by the Nursery pursuant to clause 13.2(k), being the person responsible for registering the Nursery onto the Platform, corresponding and liaising with Kalendit for the purposes of these terms and conditions, managing the Nursery's membership and activities on the Platform.

Parents: parents or legal guardians of children.

Permanent Basis or Permanent Engagement: any Babysitting Services provided by a Sitter for any period exceeding 12 continuous calendar weeks, where the following absences are not counted:

- a) the Sitter takes a total leave of 6 weeks or less before returning to the Nursery;
- b) the Sitter is incapable of providing Babysitting Services due to sickness or injury for up to 28 weeks;
- c) any absences that occur as a result of the Nursery being closed for business, for example, for Christmas, bank holidays or industrial action;
- d) the Sitter is on jury service for up to 28 weeks.

In each case the 12-week period shall continue to be counted as soon as the Sitter returns from the above-mentioned absences and continues providing services to a Parent or Nursery. The 12 continuous week period will restart if a Sitter provides Babysitting Services to a different nursery or a Sitter takes a break of more than 6 weeks between providing Babysitting Services for a Parent or Nursery.

Platform: the mobile application and website platform under the Kalendit branding that allows Nurseries or Parents to connect with Sitters.

Relevant Contract: any or all contracts for the Babysitting Services entered into between the Nursery, Parent or a Sitter.

Registered User: any Nursery, Sitter or Parent registered on the Platform who has agreed to Kalendit's terms and conditions.

Services: the services provided by Kalendit to the Nursery set out in Schedule 1.

Service Hours: any time between 7:30am to 6:30pm on a Business Day.

Self-employed Worker: an individual who intends to provide the Babysitting Services to a Parent or Nursery and has reasonable control over when the work will be provided. In the context of the Platform, a Self-employed Worker is one who:

- a) decides when to do work (which is possible through the Platform's booking facilities);
- b) provides Babysitting Services to more than one Parent or nursery;
- c) accounts for their own income tax and National Insurance contributions;
- d) provides hourly rates or bids to secure work with the Nursery;
- e) is not paid sickness pay or holiday pay;
- f) can be dismissed or terminated by the Nursery at any time for any reason;
- g) has no guarantee of work being provided by the Nursery.

Temp Worker: a Self-Employed Worker who has been onboarded onto the Platform.

Sitters: a Temp Worker who provides Babysitting Services to Nurseries or Parents.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of these terms and conditions. References to clauses and Schedules are to the clauses and Schedules of these terms and conditions; references to paragraphs are to paragraphs of the relevant Schedule, all of which form part of these terms and conditions.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include a party to these terms and conditions and that party's personal representatives, nominees, trustees, successors or permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to writing or written includes email.
- 1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.10** Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11** A reference to these terms and conditions or to any other terms or document referred to in these terms and conditions is a reference to these terms and conditions or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these terms and conditions) from time to time.
- 1.12** A reference to Kalendit, the Nursery, or a Temp Worker or Sitter also means any holding company or a subsidiary, who may benefit from these terms and conditions, (as the case may be) as defined in section 1159 of the Companies Act 2006 and for the purposes only of the membership requirement contained in sections 1159 (1) (b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
- (a) Another person (or its nominee), by way of security or in connection with the taking of security; or
 - (b) Its nominee;

In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159 (1)(a) and (c) to voting rights are to members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159 (1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

2. DISCLAIMER

- 2.1** The parties acknowledge and agree that:
- (a) Kalendit makes no guarantee of the performance of any Babysitting Services by any Sitter as a result of the Nursery or Parent using the Platform to procure such services;
 - (b) Kalendit shall bear no responsibility for any actions or omissions of any Sitter, Parent or Nursery generally, including but not limited to in connection with:
 - (i) the booking process on the Platform; or
 - (ii) the environment provided by any Parent;
 - (iii) payment of any fees between one party to another;
 - (iv) the provision of any Babysitting Services;
 - (c) Kalendit makes no guarantee that a Sitter will be available at the times and dates required by the Nursery or Parent;

- (d) Kalendit makes no guarantees to any Sitter that Parents or Nurseries will require Babysitting Services at the times and dates suitable to the Sitter;
- (e) any information, commentary, figures, percentages, indications, estimations or any other material featured on the Platform is provided by Kalendit in the form in which such information was provided to Kalendit. Unless agreed otherwise in writing, the parties agree that Kalendit shall take no responsibility for and assume no liability in relation to such information (including its accuracy);
- (f) some of the information featured on the Platform is provided by third parties including but not limited to other nurseries and accordingly Kalendit shall have no responsibility and may disclaim any and all liability for any such information (including the accuracy of such information) featured or views and opinions (including but not limited to ratings assigned to Sitters) expressed on the Platform;
- (g) by virtue of making information available on the Platform, Kalendit is not providing advice or any recommendation to the Nursery or any person in relation to the availability or quality of services provided by a Sitter.

2.2 The Nursery and / or Parents acknowledge that they will enter into a Relevant Contract with a Sitter having carried out all requisite due diligence and fully satisfying itself as to the suitability of the Sitter to provide Babysitting Services to its business.

3. STATUS OF THESE TERMS AND CONDITIONS AND THE RELEVANT CONTRACT

3.1 Kalendit does not provide employment services. Kalendit does not employ Sitters. Kalendit does not seek to find employment for Sitters. Kalendit does not recommend Sitters. Kalendit does not take responsibility for interviewing any Sitters, including in circumstances where Parents or Nurseries have requested Kalendit to interview Sitters. Kalendit does not edit Sitters' profiles.

3.2 The relationship of the Sitter to Kalendit and the Sitter to the Nursery or Parent will be that of an independent contractor and nothing in these terms and conditions, any Relevant Contract or any terms and conditions between Kalendit and the Sitter shall render the Sitter an employee, worker, agent or partner of either the Nursery, Parent or Kalendit and the Sitter shall not hold himself or herself out as such.

3.3 These terms and conditions and the Relevant Contract constitute a contract for the provision of services and not a contract of employment and accordingly each party will be responsible for its own income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with these terms and conditions or the Relevant Contract.

3.4 The parties hereby opt out of the Conduct Regulations 2003 and the AWR 2010 and confirm that they will not rely on the provisions of either of the above-mentioned legislation nor raise any claims against the other party in respect of the same. For the avoidance of doubt Kalendit is not an employment business, recruitment business or a temporary worker agency as may be defined in any of the above-mentioned legislation.

3.5 The Nursery and Parents shall further indemnify Kalendit against all reasonable costs, expenses, liabilities and any penalty, fine or interest incurred or payable by Kalendit in connection with or in consequence of any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by a Sitter against a Nursery, Parent or Kalendit which arises out of or is in connection with the provision of the Babysitting Services.

4. LIMITATION OF LIABILITY

4.1 Nothing in these terms and conditions limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

4.2 Subject to clause 4.1, the types of loss listed in this clause 4.2 are wholly excluded by the parties.

- (a) Loss of profits.
- (b) Loss of sales or business.
- (c) Loss of agreements or contracts.
- (d) Loss of anticipated savings.
- (e) Loss of use or corruption of software, data or information.
- (f) Loss of or damage to goodwill.
- (g) Indirect or consequential loss.
- (h) Additional costs of procuring and implementing replacements for, or alternatives to, Sitters arising out of:
 - (i) the Sitters being late or unavailable for an agreed Booking or unable to provide Babysitting Services pursuant to the Relevant Contract; or
 - (ii) unforeseeable technical issues with the Platform.
- (i) Loss incurred by the Nursery or Parent arising out of or in connection with any actions or omissions of a Sitter during the provision of Babysitting Services;

- (j) Losses incurred by the Nursery or Parent arising out of or in connection with any third-party claim against the Nursery or Parent which has been caused by the act or omission of the Sitter. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, any Sitters themselves, regulators and customers of the Nursery or Parents.

- 4.3 For the avoidance of doubt, although Kalendit shall use its best endeavours to rectify any technical issues with the Platform, there shall be no fault or liability on the part of Kalendit in respect of the same.

- 4.4 Pursuant to regulation 3 (3) (a) (ii) of TUPE, the parties agree that the termination provisions of these terms and conditions or the termination of a Relevant Contract do not constitute a “service provision change” under regulation 3 (1) (b) of TUPE and, for the avoidance of doubt, this means that Kalendit shall not be responsible for employing any Sitters engaged by the Nursery or Parents for the provision of Babysitting Services following any expiry or termination of these terms and conditions in accordance with clause 24 or a Relevant Contract.

- 4.5 To the extent that regulation 3 (1) (b) of TUPE applies, the Nursery and / or Parents shall indemnify Kalendit against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by Kalendit in connection with or as a result of the same, including but not limited to:
 - (a) any claim or demand by any Sitter that is currently or has previously been engaged by the Nursery or Parent or a trade union or other body or person representing the Nursery’s employees or workers (whether in contract, tort, under statute, pursuant to European law or otherwise) as a result of the termination of these terms and conditions;
 - (b) a claim by any person who has provided Babysitting Services to the Nursery and who transfers or alleges that they have transferred to Kalendit.

- 4.6 Subject to the preceding provisions of this clause 4, Kalendit’s total liability to the Nursery, irrespective of whether it arises under or in connection with these terms and conditions, as a result of Kalendit’s negligence, or any other act or omission of Kalendit, shall be limited to a sum of £1.

- 4.7 Subject to the preceding provisions of this clause 4, unless the Nursery notifies Kalendit within the notice period that it intends to make a claim against Kalendit for any reason, Kalendit shall have no liability for that event. The notice period for an event shall start on the day on which the Nursery became, or ought reasonably to have become, aware of the event having occurred and shall expire 2 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

- 4.8 This clause 4 shall survive termination of these terms and conditions.

5. SERVICES

- 5.1 The Nursery shall engage Kalendit to provide Services and Kalendit shall provide the Services on the terms of these terms and conditions.
- 5.2 These terms and conditions shall be deemed to have commenced on the Commencement Date and shall continue unless and until terminated:
- (a) as provided by these terms and conditions; or
 - (b) by either party giving to the other not less than 8 weeks' prior written notice.
- 5.3 Kalendit reserves the right to amend the Platform if necessary to comply with any technical or commercial requirements, Applicable Laws or regulatory requirement and Kalendit shall notify the Nursery in any such event.

6. REGISTRATION TO THE PLATFORM

- 6.1 Registering and creating an account with Kalendit is free.
- 6.2 Parents and Nurseries will be charged a booking fee by Kalendit for each booking with a Sitter. Sitters will not be charged for accepting Babysitting Service requests.
- 6.3 Kalendit uses third party providers to:
- (a) cross-check the validity of the identity information supplied by the Sitter against multiple public and privately-held data sources;
 - (b) perform a non-exhaustive background check of the information supplied by the Sitters against multiple public and privately-held data sources.
- 6.4 When creating their profile, Sitters have to upload mandatory documents which are more particularly set out in the terms and conditions between Kalendit and Temp Workers, which will be issued to the Sitters separately.
- 6.5 Kalendit does not assume any responsibility for verifying the background information or documents provided by the Sitters, and in particular, any documents that are falsified or not up-to-date.
- 6.6 If Parents or Nurseries wish to undertake background checks or due diligence in respect of a Sitter, they may ask Kalendit for the relevant information which the Sitters hereby consent to providing to the Parents and / or Nurseries under Kalendit's privacy policy (<https://account.kalendit.com/privacy-policy>).
- 6.7 The responsibility for verifying the validity of a Sitter's background information, documents or references – be it the one provided as part of their sign-up process, or any other information they provide – falls entirely on the Nurseries or Parents.

- 6.8** The above clauses set out the extent of the checks that Kalendit makes in relation to Sitters. Kalendit's checks on Nurseries are set out in separate terms and conditions between Kalendit and Nurseries. Kalendit does not purport to carry out any verification checks or assume any responsibility for checks on Parents.
- 6.9** Kalendit has no obligation to carry out any verification checks on Sitters, Nurseries or Parents and makes no representations that Kalendit does so. Each party using the Platform should make its own assessment of the parties that they choose to book Babysitting Services with via the Platform, whether they are a Sitter, Nursery or Parent. Each party must rely on its own judgment and common sense.
- 6.10** Kalendit accepts no responsibility for the accuracy of any profile on the Platform.
- 6.11** Kalendit does not accept responsibility for the accuracy or completeness of any of the information provided by any Sitter, Nursery or Parent nor the validity of the profile information of any party.
- 6.12** The provisions of Kalendit's general terms and conditions between each party shall continue to apply.
- 6.13** At its absolute discretion, Kalendit may refuse to allow any person to register or create an account on the Platform or cancel or suspend any existing User's account if it reasonably believes that the User's conduct or presence on the Kalendit Platform is detrimental to the operation of the Kalendit Platform and/or the security, welfare or experience of other Users.

7. OPERATION OF THE PLATFORM FOR NURSERIES

- 7.1** The Platform connects Sitters with Parents or Nurseries.
- 7.2** The Platform will publish profile information regarding Sitters in order to facilitate Bookings with Nurseries or Parents, which may include but not be limited to:
- (a) the Sitters' performance rating in connection with the provision of Babysitting Services;
 - (b) the qualification and experience of the Sitters;
 - (c) the time and date availability of the Sitters;
 - (d) the hourly rates of the Sitters;
 - (e) the geographical radius within which the Sitters are available to provide Babysitting Services;
 - (f) whether the Sitters have a driving licence or vehicle;
 - (g) any personal circumstances of the Sitter that the Sitter chooses to disclose on the Platform;
 - (h) the number of Bookings completed by Sitters;

- (i) the number of Bookings completed by Sitters in a prompt and timely manner;
- (j) the number of Bookings completed by Sitters where the Service Hours are in addition to what is initially agreed between the Sitter and the Nursery;
- (k) the number of absences from, or incomplete Bookings by Sitters.

7.3 The Nursery or Parents may contact a Sitter that it feels meets its requirements via the Platform in order to agree a Booking.

7.4 In order to agree a Booking, the Nursery or Parent and the Sitter must agree:

- (a) the time and date of the Booking;
- (b) the Sitter's hourly rate and agreed fees for the Booking;
- (c) the scope of the Babysitting Services, including whether any services will be excluded;
- (d) any cancellation fees or deductions from the agreed fees in the event that a Sitter:
 - (i) cancels a Booking within the 24-hour period prior to the agreed date without arranging a suitable substitute which is approved by the Nursery or Parent;
 - (ii) does not complete the Service Hours agreed under a Booking;
- (e) the due date for any payment to the Sitter for the Babysitting Services;
- (f) the method of payment to the Babysitting Services;
- (g) a Relevant Contract to document the terms cited in this clause 7.4, among other terms, in order to govern their rights and obligations of the Sitter and the Nursery or Parent, which must be executed and circulated to Kalendit prior to the commencement of each Booking.

7.5 When a Booking is confirmed between a Sitter and Nursery or Parent, a binding agreement is created between the Sitter and the Nursery. The Nursery thereafter may choose to outsource Babysitting Services to Parent provided Sitters have agreed to the same in writing.

7.6 Kalendit is not a party to the agreement between Sitters and Nurseries. Kalendit does not and cannot control either the Sitters or the Nurseries or the Parents, the Babysitting Services provided (or not provided) or the quality or timing of those services and disclaims all liability for such.

8. OBLIGATIONS OF PARENTS

8.1 Parents who wish to use the Kalendit Platform to procure Babysitting Services either directly with Sitters or through Nurseries must comply with these terms and conditions, including the obligations in this clause 8.

- 8.2** Kalendit may require Parents to provide identification documents and other information that Kalendit may reasonably require in order to set up an account on the Platform. By using the Platform or procuring Babysitting Services with Sitters or Nurseries, Parents consent to Kalendit carrying out checks on such documents and information, including via third party service providers which are engaged by Kalendit for the purpose of carrying background verification checks.
- 8.3** Parents represent and warrant to Kalendit that:
- (a) the details Parents provide to Kalendit are accurate and up to date;
 - (b) neither the Parent nor any member of the Parent's household have ever been convicted of any criminal offence;
 - (c) neither the Parent nor any member of the Parent's household have any infectious diseases which may be passed on to Sitters providing any Babysitting Services.
- 8.4** Parents acknowledge and agree that any preferred Sitters may be unavailable from time to time.
- 8.5** Parents must provide their contact details and the residence at which Babysitting Services are to be provided to the relevant Sitter and Nursery when agreeing a Booking.
- 8.6** Parents who wish to procure Babysitting Services from Sitters must use either:
- (a) the Platform to agree the key details of the required Booking; or
 - (b) the Booking form appended to these terms and conditions.
- 8.7** Parents must treat Sitters courteously and lawfully and to provide a safe and appropriate environment for them to provide Babysitting Services, which is in compliance with all applicable laws and regulations. Parents agree to provide Sitters with all reasonable information and co-operation required to enable them to provide Babysitting Services.
- 8.8** Parents who have connected with a Sitter through the Platform or a Nursery cannot book Babysitting Services with that Sitter other than through the Platform. A breach of this clause 8.8 shall be a material breach of these terms and conditions and may incur a penalty for each involved party pursuant to these terms and conditions.
- 8.9** Parents cannot require Sitters to:
- (a) Travel with any children;
 - (b) Take any children outside of the Parent's home;
 - (c) Provide Babysitting Services to any child that is not mentioned at the time that a Booking is agreed;

- (d) Provide Babysitting Services at any residence that is not mentioned at the time that a Booking is agreed; or
- (e) Carry out any services or activities which are prohibited by the UK government.
- (f) provide Babysitting Services for any Service Hours not agreed in the initial Booking;
- (g) provide any type of Babysitting Services which are not in compliance with applicable children safeguarding rules as set out in the Applicable Laws.

8.10 The parties to a Booking have the right to cancel the Booking up to 24 hours before the start of the Booking.

8.11 Parents are responsible for ensuring their use of the Platform and procuring any Babysitting Services is in compliance with all applicable employment and tax regulations.

9. OBLIGATIONS OF SITTERS

9.1 Sitters who wish to use the Kalendit Platform to arrange Babysitting Services either directly with Parents or through Nurseries must comply with these terms and conditions and any other terms and conditions required by Kalendit including but not limited to Kalendit's general terms and conditions with Temp Workers and Kalendit's privacy policy (available here: <https://account.kalendit.com/privacy-policy>).

9.2 By using Kalendit's Platform, each Sitter hereby provides Kalendit with consent to carry out any required background verification checks by itself or via any third party service provider.

9.3 Each Sitter must represent and warrant the following to Kalendit and each Nursery or Parent that it provides Babysitting Services to:

- (a) the Sitter is at least 18 years of age;
- (b) that the Sitter is legally entitled to work in the UK;
- (c) the details provided by the Sitter to Kalendit are accurate and up to date; and
- (d) the Sitter has never been convicted of any criminal offence.

9.4 Sitters using the Platform cannot make Bookings with Parents or Nurseries other than through the Platform. A breach of this clause 9.4 shall be a material breach of these terms and conditions and may incur a penalty for each involved party pursuant to these terms and conditions.

9.5 Sitters cannot:

- (a) Travel with any children;
- (b) Take any children outside of a Parent's home;

- (c) Provide Babysitting Services at any residence that is not mentioned at the time that a Booking is agreed;
- (d) Carry out any services or activities which are prohibited by the UK government;
- (e) Carry out any services which are not in compliance with child safeguarding rules as set out in the Applicable Laws.

9.6 Sitters who are unable to provide Babysitting Services pursuant to an agreed Booking must give the relevant Parent, Nursery and Kalendit prior written notice of at least 24 hours prior to the date and time of the Booking. Sitters may be charged a cancellation fee pursuant to clause 10 if they cancel a Booking without giving the appropriate notice.

9.7 Sitters acknowledge and agree that they are solely responsible for all taxes, national insurance and/or similar contributions payable in respect of Babysitting Services or any other fees generated by Sitters via the Platform.

10. CANCELLATION OF A BOOKING

10.1 The parties agree that, provided the terms in respect of the following are agreed between the Nursery and a Sitter in a Relevant Contract:

- (a) the Nursery may at its discretion charge a cancellation fee to the Sitter in the event that:
 - (i) a Booking is cancelled by a Sitter within the 24-hour period prior to the time and date of the Booking;
 - (ii) the Sitter commits an act of Gross Misconduct;
 - (iii) the Sitter is deemed not to be Fit for Work during the Service Hours of an agreed Booking;
- (b) in the event that a Sitter does not complete the Service Hours agreed under a Booking, the Nursery or the Parents (as appropriate) may in its reasonable discretion:
 - (i) only pay for the Service Hours completed by a Sitter pursuant to the Sitter's hourly rate;
 - (ii) refuse to pay the Sitter the agreed fees for the Booking notwithstanding any Service Hours completed by the Sitter;
 - (iii) charge a cancellation fee to the Sitter.

10.2 Clause 10.1 shall not apply in circumstances where Sitters are unable to perform Babysitting Services for an agreed Booking because of changes to applicable law and regulations, including any travel restrictions imposed by the UK government.

10.3 In the event that clause 10.1(b)(i) applies, the Nursery or Parents (as appropriate) will be required to pay Kalendit the Charges pro-rata to the fees paid by the Nursery to the Sitter.

10.4 The Nursery shall not be permitted to charge a cancellation fee if the reason for a Sitter's cancellation or absence is a result of the Sitter notifying the Nursery or Parent of the Sitter's pregnancy, sickness or death.

11. CHARGES AND PAYMENT

11.1 The Nurseries or Parents (as agreed by Kalendit) shall pay Kalendit the Charges for each Booking agreed between the Nursery, Parents and the Sitters.

11.2 The amount of the Charges payable shall be 20% of:

- (a) the amount of fees agreed between the Sitters and the Nursery or Parent for each Booking; or
- (b) the pro-rata fees payable to the Sitter for the Babysitting Services provided during each Booking

(Charges).

11.3 For the avoidance of doubt, the Charges payable by Nurseries or Parents to Kalendit are separate from the Sitters' fees for providing Babysitting Services, which shall be agreed between the Nurseries or Parents and the Sitters, based on the number of hours required for the Babysitting Services multiplied by the Sitters' hourly rate.

11.4 If the Nursery (or Parents as appropriate) and Kalendit enter into negotiations to vary the percentage of the Charges:

- (a) either party may terminate these terms and conditions pursuant to clause 24 if they fail to agree a new percentage of Charges;
- (b) until a new percentage of Charges is agreed, the Nursery (or Parents as appropriate) will continue to pay Kalendit at the then-current rate of the Charges until such time as the new percentage of the Charges is agreed;
- (c) if a variation to the percentage of Charges is agreed, the Nursery will be required to pay Kalendit the difference between the previous rate of Charges and the new rate of Charges from the date that the parties first entered into negotiations in connection with this clause 11.3;
- (d) Any variation of the percentage of Charges shall be agreed in writing and shall not affect the validity and enforceability of the remaining provisions of these terms and conditions.

11.5 Due date for Charges. The Nursery and / or the Parent shall pay the Charges to Kalendit within 5 Business Days of delivery of Kalendit's Invoice.

- 11.6 Late Payment penalty.** A late payment penalty fee of 20% of the Charges shall be due on each of Kalendit's Invoices that remain unpaid for more than a period of 5 Business Days.
- 11.7 Currency of Charges.** The Charges shall be payable in GBP Sterling.
- 11.8** The Charges shall be paid by the Nursery or Parent to Kalendit when due to an account nominated by Kalendit.
- 11.9 Taxes.** Each party is responsible for its own taxes and to act in good faith. The sums payable in these terms and conditions shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payor is required by law to deduct withholding tax from sums payable to the payee.
- 11.10 Interest on late payments.** Without prejudice to any other right or remedy that it may have, if the Nursery fails to pay Kalendit any sum due under these terms and conditions on the due date:
- (a) the Nursery shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 11.10(a) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
 - (b) Kalendit may suspend all or part of the Services until payment has been made in full.

12. KALENDIT'S OBLIGATIONS

12.1 Kalendit shall:

- (a) respond to any enquiries in relation to the Services or the Platform as soon as reasonably practicable;
- (b) provided it has the appropriate consent from the Sitter and is able to comply with Data Protection Legislation, make available on the Platform such information as a Nursery or Sitter may reasonably require in order to satisfy its compliance requirements in accordance with the Applicable Laws;
- (c) at all material times act in good faith towards the Users;
- (d) inform the Users immediately if it suspends or ceases to perform the Services.

13. NURSERY'S OBLIGATIONS

- 13.1** The Nursery must not contact or correspond with any Sitter other than through the communication methods provided by the Platform, and doing so shall constitute a material breach of these terms and conditions.

13.2 The Nursery shall ensure that:

- (a) any Bookings are agreed via the Platform;
- (b) it does not permit or enable Sitters to provide Babysitting Services for any Service Hours not agreed in the initial Booking;
- (c) it does not require Sitters to provide any type of Babysitting Services which are not in compliance with applicable children safeguarding rules as set out in the Applicable Laws;
- (d) it accurately and in good faith updates the Platform in relation to:
 - (i) each Booking agreed with a Sitter;
 - (ii) each payment of fees made to a Sitter pursuant to a completed Booking;
 - (iii) the performance rating assigned to the Sitter in respect of each completed Booking;
 - (iv) any feedback, comments or issues relating to the Sitter's performance;
- (e) it enters into a Relevant Contract with Sitters in relation to any Babysitting Services to be provided;
- (f) a copy of each executed Relevant Contract with a Sitter is provided to Kalendit, as evidence of the Nursery's compliance with its obligations under this clause;
- (g) any fees due to the Sitters for a Booking or under the Relevant Contract are paid by the Nursery directly and that Kalendit is not held responsible for such amounts;
- (h) at all material times it acts in good faith towards Kalendit;
- (i) any subcontracting or outsourcing of Sitters for Babysitting Services required by Parents is in compliance with Applicable Laws, including Ofsted regulations.
- (j) it provides Kalendit at all material times with the information that Kalendit reasonably requires to continue provision of the Services or which Kalendit may require in order to comply with Applicable Laws; and
- (k) it appoints the Nursery's Manager who shall have authority to contractually bind the Nursery on all matters relating to the Services and the Babysitting Services. The Nursery shall use all reasonable endeavours to ensure that the same person acts as the Nursery's Manager throughout the term of these terms and conditions.

14. PERMANENT ENGAGEMENT OF A SITTER

- 14.1** Neither the Nursery nor any Parent shall, at any time from the date of these terms and conditions to the expiry of 2 months after the termination of these terms and

conditions, engage, employ or attempt to employ a Sitter on a Permanent Basis whether as an employee or an independent contractor, without notifying Kalendit in advance in writing.

14.2 Any Permanent Engagement of a Sitter by a Nursery or Parent, which results in the Nursery or Parent and the Sitter engaging directly as opposed to agreeing Bookings via the Platform, shall be subject to the Nursery or Parent paying to Kalendit a sum equivalent to 20% of the annual remuneration to be paid by the Nursery or Parent to the Sitter.

14.3 In the event that a Nursery or Parent engages or employs a Sitter on a Permanent Basis, the Nursery or Parent (as appropriate) shall:

- (a) to the extent applicable, be responsible for any income tax, National Insurance and social security contributions any other liability, deduction, contribution, assessment or claim arising out of its engagement with the Sitter;
- (b) indemnify Kalendit against all reasonable costs, expenses, liabilities and any penalty, fine or interest incurred or payable by Kalendit in connection with the liabilities cited in clause 1.1(a).

1.2 In the event that the Nursery engages or employs a Sitter on a Permanent Basis without notifying Kalendit in advance or generally without complying with the provisions of this clause 14, the Nursery shall be liable to pay Kalendit a penalty fee in the sum of £500 in addition to the fee cited in clause 14.2.

15. PENALTY PROVISIONS

15.1 The penalties cited in this clause shall apply if there is a material breach of these terms and conditions.

15.2 A late payment penalty fee of 20% of the Charges shall be due on each of Kalendit's Invoices that remain unpaid for more than a period of 5 Business Days.

15.3 A penalty in the sum of 50% of a Sitter's agreed fees shall be payable by Parents or Nurseries (as appropriate) if Bookings are agreed with Sitters outside of the Platform or if there is a breach of clause 8.8.

15.4 A penalty of £500 shall be payable by any Nursery or Parent who engages a Sitter on a Permanent Basis without notifying Kalendit or without complying with the provisions of clause 14.

15.5 If clause 8.9 is breached by Parents, then Kalendit reserves the right to suspend that Parent as a User of the Platform.

15.6 If clause 9.5 is breached by a Sitter, then Kalendit reserves the right to suspend that Sitter as a User of the Platform.

16. INSURANCE

- 16.1** Each Sitter, Parent or Nursery is responsible for procuring their own insurance cover in respect of the Babysitting Services.
- 16.2** Sitters will be required to procure third-party public liability insurance in relation to the Babysitting Services they intend to provide to Nurseries or Parents via the Platform, which must include cover for accidental injury or property damage caused to third parties while carrying out Babysitting Services.
- 16.3** Nurseries who intend to subcontract or outsource Babysitting Services provided by Sitters to Parents must insure that their existing insurance policies provide cover for such activities.
- 16.4** Kalendit is not responsible for procuring insurance cover on behalf of any party, but may agree to assist Sitter in procuring any required insurance policies for a separate fee to be agreed between Kalendit and the Sitter.
- 16.5** Kalendit is under no obligation to assist or facilitate the processing of any claim under an insurance policy.
- 16.6** Kalendit reserves the right to remove Users from the Platform if it reasonably believes that the User does not comply with this clause.

17. DATA PROTECTION

- 17.1** All parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 17.2** Without prejudice to the generality of clause 17.1, all parties will ensure that:
- (a) each of them has all necessary appropriate consents, notices, procedures and systems in place to:
 - (i) comply with the relevant obligations of the Data Protection Legislation;
 - (ii) enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) of the Sitter to either Kalendit or the Nursery (as appropriate) via the Platform for the duration and purposes of these terms and conditions;
 - (b) it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the

cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) notify the other party without undue delay on becoming aware of a Personal Data breach relating to these terms and conditions; and
- (e) maintain complete and accurate records and information to demonstrate its compliance with this clause 15.

17.3 The Nurseries, Parents and Sitters acknowledge that Kalendit has provided its privacy policy, which has been prepared in accordance with the Data Protection Legislation, and agree to the processing of data in accordance with that policy and these terms and conditions.

18. END-USER LICENCE AGREEMENT

18.1 Kalendit grants a licence to use the Platform to each User pursuant to its end-user licence agreement, which is published here: <https://account.kalendit.com/eula>.

18.2 The terms of Kalendit's end-user licence agreement apply to each User.

19. INTELLECTUAL PROPERTY RIGHTS

19.1 The parties agree that any Intellectual Property Rights owned by either Kalendit or the Nursery before the date of these terms and conditions or developed by either party during the term of these terms and conditions shall remain the property of that party.

20. PROMOTION AND MARKETING

20.1 Kalendit may offer promotions from time to time which may include discount codes or account credits, may be subject to expiration dates and may only be applicable to certain Users of the Platform.

20.2 Kalendit reserves the right to withhold or remove credit from a User account or end a promotional offer without notice at its sole discretion.

21. COMPLIANCE WITH LAWS AND POLICIES

21.1 In performing their respective obligations under these terms and conditions, both parties shall comply with the Applicable Laws and each party will inform the other

party as soon as it becomes aware of any breaches by that party of, or changes in, the Applicable Laws which affects the subject matter of these terms and conditions.

22. CONFIDENTIALITY

22.1 Each party undertakes that it shall not at any time whilst these terms and conditions apply, and for a period of two years after termination of these terms and conditions, disclose to any person any confidential information concerning that party's business, affairs, customers, clients or suppliers or of any member of the group of companies to which that party belongs, except as permitted by clause 22.2 and 22.3.

22.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these terms and conditions. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 22; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

22.3 No party shall use the other party's confidential information for any purpose other than to perform its obligations under these terms and conditions.

22.4 All documents and other records (in whatever form) containing confidential information supplied to or acquired by one party from the other party shall be returned promptly to the relevant on termination of these terms and conditions, and no copies shall be kept.

23. COMMENCEMENT AND DURATION

23.1 These terms and conditions shall commence on the date that they are implemented by Kalendit on the Platform or otherwise the date on which the respective Users begin using the Platform (**Commencement Date**) and shall continue indefinitely subject to clause 5.2 or unless terminated earlier in accordance with clause 24.

24. TERMINATION

24.1 Without affecting any other right or remedy available to it, either party may terminate these terms and conditions with immediate effect by giving written notice to the other party if:

- (a) the parties are unable to agree a percentage of Charges if they commence renegotiations in respect of it;
- (b) the other party commits a material breach of any other term of these terms and conditions which breach is irremediable or (if such breach is

remediable) fails to remedy that breach within a period of 10 Business Days after being notified to do so;

- (c) the other party repeatedly breaches any of the terms of these terms and conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these terms and conditions;
- (d) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

24.2 Without affecting any other right or remedy available to it, Kalendit may terminate these terms and conditions with immediate effect by giving written notice to the User if:

- (a) the User fails to pay any amount due under these terms and conditions on the due date for payment and remains in default not less than 20 Business Days after being notified to make such payment; or
- (b) there is a change of control of the User.

24.3 Without affecting any other right or remedy available to it, Kalendit may suspend the supply of Services under these terms and conditions if Kalendit fails to pay any amount due under these terms and conditions on the due date for payment, the Nursery becomes subject to any of the events listed in clause 24.1(b) to clause 24.1(e), or Kalendit reasonably believes that the Nursery is about to become subject to any of them.

25. CONSEQUENCES OF TERMINATION

25.1 On termination of these terms and conditions, the following clauses shall continue in force: clause 1, clause 6, clause 14 and clause 25 to clause 27.11 (inclusive).

25.2 Termination of these terms and conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including Kalendit's right to receive payment for accrued Charges or the right to claim damages in respect of any breach of these terms and conditions which existed at or before the date of termination.

25.3 Upon termination of these terms and conditions:

- (a) Kalendit will cease providing Services; and
- (b) the relevant Users shall no longer be a Registered User and the User's profile information shall be removed from the Platform. All data relating to the User which is held by Kalendit at the time of termination shall be stored and deleted by Kalendit in accordance with its privacy policy.

25.4 If on or after termination of these terms and conditions, any other natural person, corporate or unincorporated body (whether or not having separate legal personality), personal representative, nominee or permitted assign of, or connected to, the Nursery or Parent (including any holding company or subsidiary) benefits from a direct relationship with a Sitter , then the Charges will be payable by the Nursery or Parent to Kalendit in respect of any Babysitting Services for which the Nursery or Parent engages the Sitter.

26. DISPUTE RESOLUTION

26.1 If any dispute arises as to the amount of Charges payable by the Nursery or Parent to Kalendit or any other obligation of either party pursuant to these terms and conditions:

- (a) either party shall give to the other written notice of the dispute, setting out its nature and full particulars, together with relevant supporting documents;
- (b) on service of the Dispute Notice, the parties shall attempt in good faith to resolve the dispute;
- (c) if for any reason the parties are unable to resolve the dispute within 20 Business Days from the date of the Dispute Notice, the parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure, in which case the decision of the mediator shall be final and binding;
- (d) no party may commence any court proceedings in relation to the whole or part of the dispute until completion of mediation or written agreement by both parties that the dispute cannot be resolved by mediation, provided that the right to issue proceedings is not prejudiced by a delay; and
- (e) until such time as the dispute relating to Charges is resolved, any Charges payable under these terms and conditions shall be at a rate that is not less than the rate cited in clause 11.2.

27. GENERAL

27.1 Changes to the terms. Kalendit may need to amend these terms to reflect changes in any Applicable Laws, best practice, to deal with additional Services provided by Kalendit or for any other reason deemed appropriate and reasonable by Kalendit. Kalendit will notify the parties at least 1 Business Day in advance of any changes to these terms by sending an email with details of the changes or notifying the parties of the change when they next access the Platform.

- 27.2 **No partnership or agency.** Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 27.3 **Entire agreement.** These terms and conditions 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. Each party acknowledges that in entering into these terms and conditions it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions. Nothing in this clause shall limit or exclude any liability for fraud.
- 27.4 **Variation.** No variation of these terms and conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 27.5 **Assignment and other dealings.** These terms and conditions are personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these terms and conditions.
- 27.6 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 27.7 **Severance.** If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions. If one party gives notice to the other of the possibility that any provision or part-provision of these terms and conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 27.8 **Notices.**
- (a) Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

- (i) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to that party's main email address; or
 - (iii) sent as a notification or message via the Platform on the party's device or on the Platform's website;
- (b) Any notice or communication shall be deemed to have been received:
- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
 - (iii) If sent by e-mail, at the moment of transmission provided the email is accompanied by a delivery receipt.
 - (iv) If sent by a notification or message via the Platform, at the moment an e-mail notification or notification in connection with the Platform's software application is delivered (if email) or received on the party's device (if via the Platform).
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27.9 Third party rights. No one other than a party to these terms and conditions, their successors and permitted assignees, shall have any right to enforce any of its terms.

27.10 Governing law. These terms and conditions 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.

27.11 Jurisdiction. 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 these terms and conditions or its subject matter or formation (including non-contractual disputes or claims).

These terms and conditions has been entered into on the date stated at the beginning of it.

1chedule Services provided by Kalendit

1. The provision of, and access to, the Platform as a forum for Nurseries or Parents to connect with Sitters;
2. Facilitating Bookings between Nurseries, Parents and Sitters via the Platform;
3. The services provided in respect of the Platform under Kalendit's end-user licence agreement.