

PAYINGFORCHILDCARE.ORG.UK TERMS AND CONDITIONS

BACKGROUND

payingforchildcare.org.uk is a platform connecting Parents and child care Providers.

These Terms set out the terms under which Parents and Providers can list their Profiles on Our Site, either as a Free or Paid Membership.

You will be required to read and accept these Terms when you submit an account request on Our Site. If you do not agree to comply with and be bound by these Terms, you will not be able to register as a Parent or Provider.

Whether you are a Provider or Parent, differing Terms may apply. For ease of reference, We have set out an index to the Terms so you can scroll down to them easily.

These Terms must be read in conjunctions with Our Website Terms of Use www.payingforchildcare.org.uk/terms-of-use and Acceptable Use Policy www.payingforchildcare.org.uk/acceptable-use-policy and our Privacy www.payingforchildcare.org.uk/privacy-policy and Cookies Policy www.payingforchildcare.org.uk/cookies-policy which are available to view on Our Site and they apply equally to these Terms as if they were written out in full.

TERMS THAT APPLY TO ALL USERS

1. Definitions and Interpretation
2. Information About Us
3. Access to and Use of Our Site
4. Memberships, Fees and Payment
5. Payment for Paid Memberships
6. Free Prize Draw for Gold Members
7. Our Platform
8. Business and Consumer Users
9. Intellectual Property Rights
10. Acceptable Use Policy
11. How We Use Your Personal Information (Data Protection)
12. Ending the Contract
13. Ending the Contract Because of Something We Have Done (or Will Do)
14. Our Liability
15. Reviews
16. Other Important Terms
17. Law and Jurisdiction

TERMS THAT APPLY TO PARENTS

18. Our Platform
19. Profiles
20. Provision of Providers Services
21. Problems with Transactions and Your Rights

22. Problems with Our Service and Consumers' Legal Rights

TERMS THAT APPLY TO PROVIDERS

- 23. Profiles
- 24. Status
- 25. Provider Rules
- 26. Ranking

TERMS THAT APPLY TO ALL USERS

1. Definitions and Interpretation

1.1 In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

“Account” means an account required to access and/or use certain areas of Our Site, including Our Platform;

“Advert” means the advert created by Users against their Profile;

“Content” means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;

“Fee” means the amount payable by you if you have chosen a Paid Membership at such rate as stated on Our Site;

“Free Membership” means a free Membership on Our Site;

“Membership” means a Free or Paid Membership allowing your access to Our Site, as the context permits;

“Our Site” means this website, www.payingforchildcare.org.uk;

“Parent” means an individual User who is a parent, guardian or has the legal responsibility for a child and who registers for an Account with Us;

“Paid Membership” means the yearly or monthly Membership at the level and for the Fee chosen by you;

“Platform” means Our platform for Providers and Parents on Our Site;

“Profile” means the information you submit as part of your Membership and that will appear on Our Site;

“Provider” means a person or company who registers for an Account with Us, and who is acting in the course of a business;

“User” means a user of Our Site;

“User Content” means any Content added to Our Site by a User;

“We/Us/Our” means GRO3 Limited, company registered in England under company number 11461086 and whose registered office is at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ.

2. Information About Us

2.1 Our Site is owned and operated by Us.

2.2 You can contact us by:

- writing to us at GRO3 Limited, 71-75 Shelton Street, Covent Garden, London WC2H 9JQ;
- emailing us at info@payingforchildcare.org.uk;

- Calling Us on 0330 113 5212 (9am - 5pm, Monday - Friday, excluding Bank Holidays);
- Our Site contact page <https://www.payingforchildcare.org.uk/contact-us>.

3. Access to and Use of Our Site

3.1 Access to Our Site is free of charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend, or discontinue Our Site (or any part of it) at any time and without notice. Subject to the remainder of these Terms, We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

3.4 Use of Our Site is also subject to Our Terms and our Privacy and Cookies Policy. Please ensure that you have read them carefully and that you understand them.

3.5 You may only register for an Account if you are at least 18 years of age and are resident in the United Kingdom.

4. Memberships, Fees and Payment

4.1 When registering for an Account you will be required to select whether you require a Free or Paid Membership.

4.2 You can upgrade your Free Membership to a Paid Membership at any time and the additional benefits for Paid Memberships are as set out on Our Site at the following link www.payingforchildcare.org.uk/features .

4.3 By purchasing a Premium Membership you are entering into a contract with us for the period as set out on the registration form (Term”). At the end of each Term, the Term will automatically renew for a further Term of the same duration until you or We end the contract. If you do not wish for the Paid Membership to renew, you are able to cancel at any stage of the Membership. You can do so by navigating to ‘Your Settings’ -> ‘Subscription’ and click on ‘Cancel Subscription’. Your Premium Membership will then stop at the end of the Term of your Premium Membership and default back to a Free Membership.

4.4 If you purchase a Gold Membership you will have the additional benefit of obtaining deals and discounts (“Deals”) from us and/or third parties, as set out on the Site:

4.4.1 Unless stated otherwise, all Deals will be strictly for the time/product/discount as stated on the Site;

4.4.2 We reserve the right to withdraw and/or discontinue any Deal at any time without notice;

4.4.3 As Deals are provided by third parties, We have no control over the Deals, nor are We responsible for the acts and/or omissions of the third parties providing the Deals;

4.4.4 Deals may be restricted to apply only after a specific duration and type of Membership at our sole discretion;

4.4.5 Deals may be offered to all Gold Members, Parents and/or Providers only at Our discretion;

4.4.6 We may, at Our sole discretion, restrict the amount of Golds Members eligible for a specific Deal. Additional terms and conditions may be applied to each Deal as set out on the Site.

4.5 As a Gold Member, you will be eligible to apply for our free prize. Details of how and when to apply will be set out on Our Site. Please refer to Clause 6.

4.6 We may from time to time change Our pricing. Changes in price will not affect any Paid Membership that you have already purchased but will apply to any subsequent renewal

of a Paid Membership or a new Paid Membership. We will inform you of any change in price at least 1 month before the change is due to take effect. If you do not agree to such a change, you may cancel the contract as described in Clause 13.

4.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order for a Paid Membership that you have already placed.

4.8 All prices are checked by Us before We accept your request for a Paid Membership. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your request, We will simply charge you the lower amount and continue processing your Membership request. If the correct price is higher, We will give you the option to purchase the Paid Membership at the correct price or to cancel your Paid Membership. We will not proceed with processing your Paid Membership request in this case until you respond. If We do not receive a response from you within 7 days, We will treat your order as cancelled and notify you of this in writing.

4.9 If We discover an error in the price of your Paid Membership after your Paid Membership request is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to Clause 13.

4.10 Prices on Our Site are shown with no VAT added. We are not VAT registered. If We become VAT registered We will give you at least 28 days' notice of such registration and thereafter VAT will become payable at the prevailing rate on all further Fees due from you.

5. Payment for Paid Memberships

5.1 Payment for Paid Memberships can be made monthly or annually, as chosen by you during the registration process.

5.2 Payment for Paid Memberships must always be made in advance. Your chosen payment method will be charged when We process your Membership request and automatically and on each renewal date.

5.3 Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).

5.4 The methods of payment that We accept are on Our Site.

5.5 If you do not make any payment due to Us on time, We will not make your Paid Membership available on Our Site or, in the case of a renewal, will suspend its availability on Our Site. If you do not make payment within 7 days of Our reminder, We may cancel the Contract, and will inform you of the cancellation in writing.

5.6 If you believe that We have charged you an incorrect amount, please contact Us as soon as reasonably possible to let Us know.

6. Free Prize Draw for Gold Members

6.1 We may, from time to time, offer free prize draws on Our Site, for Gold Members only.

6.2 We reserve the right to withdraw the free prize draw ("Draw") at any time and without notice.

6.3 The frequency of the Draw and the prize offered will be as set out on Our Site.

6.4 We may limit the number of entries on any particular Draw.

6.5 A winner will be chosen at random by Us and will be notified by email.

6.6 The prize will be sent to the winner by post or email, whichever is appropriate; within 7 days of choosing the winner;

6.7 The prize is non-exchangeable, non-transferable and no cash alternative is offered. We reserve the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond Our control makes it necessary to do so.

6.8 Where a prize is supplied by a third party ("the Supplier), We have no control over the prize, nor are We responsible for the acts and/or omissions of the Supplier.

6.9 Our decision regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it.

6.10 We will publish on Our Site the name of the winner. If you object to any or all of your name being published or made available, please contact Us. We must still provide the information and winning entry to the Advertising Standards Authority on request.

We reserve the right to hold void, cancel, suspend, or amend the Draw where it becomes necessary to do so.

6.11 Insofar as is permitted by law, We will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Draw except where it is caused by Our negligence. Your statutory rights are not affected.

7. Our Platform

7.1 Our Platform is provided solely as an online venue for Providers and Parents. We are not a party to any transactions or other relationships between Providers and Parents. You hereby acknowledge and agree that:

- a) Parents are not entering into a contract with Us for the provision of any child care services. Any contract formed for the provision of child care services is solely between the Parent and Provider;
- b) We will not be a party to any dispute between Parents and Providers. Any claims must be made directly against the party concerned;
- c) We do not carry out any screening of Parents or Providers;
- d) We do not conduct any DBS or criminal checks on any Providers, nor do we check if Providers have relevant insurance for the services they provide.;
- e) We do not vet the services provided by Providers and their Membership and Profile is in no way an endorsement or recommendation of a Provider. We are not responsible for any services offered by Providers or for the content of the information set out in Providers Profiles.

7.2 We are not responsible for the content or accuracy of, or for any opinions, views, or values expressed in any User Content. Any such opinions, views, or values are those of the relevant User and do not reflect Our opinions, views, or values in any way. We have no control over, nor any involvement in either Profiles or User Content, and We accept no responsibility for any actions taken, or for any services offered or delivered by any Provider.

8. Business and Consumer Users

8.1 These Terms apply to both business and consumer Users.

8.2 If you are Provider, you are deemed a business User and these Terms constitute the entire agreement between Us and you with respect to your Membership on Our Site.

8.3 If you are a Parent, you warrant that you are a consumer i.e. that you are not using Our Site in the course of a business, trade or profession.

9. Intellectual Property Rights

9.1 The provisions of Clause 5 of Our Terms of Use apply to all User Content submitted to Our Site, including any and all User Content submitted to Our Platform in Profiles.

9.2 Users must, at all times, respect the intellectual property rights of other on Our Platform. Under no circumstances may you use intellectual property belonging to another party without that party's express permission.

10. Acceptable Use Policy

10.1 You must not use Our Platform to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind.

10.2 You must not use Our Platform in any way, or for any purpose, that is intended to harm any person or persons in any way.

10.3 You must always provide accurate, honest information when submitting any User Content.

10.4 When using Our Platform, you must not submit anything (including, but not limited to, material in a Profile) or otherwise do anything that:

10.4.1 is sexually explicit;

10.4.2 is obscene, deliberately offensive, hateful, or otherwise inflammatory;

10.4.3 promotes violence;

10.4.4 promotes or assists in any form of unlawful activity;

10.4.5 discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; gender; religion; nationality; disability; sexual orientation; or age;

10.4.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

10.4.7 is calculated or is otherwise likely to deceive;

10.4.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;

10.4.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 10.4);

10.4.10 implies any form of affiliation with Us where none exists;

10.4.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks, patents, and database rights) of any other party; or

10.4.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

10.5 We reserve the right to suspend or terminate your access to Our Platform if you materially breach the provisions of this Clause 10 or any of the other provisions of these Terms. Further actions We may take include, but are not limited to:

10.5.1 removing your Profile and/or Account;

10.5.2 issuing you with a written warning;

10.5.3 commencing legal proceedings against you for reimbursement of any and all relevant costs resulting from your breach on an indemnity basis;

10.5.4 taking further legal action against you as appropriate;

10.5.5 disclosing such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

10.5.6 any other actions which We deem reasonably necessary, appropriate, and lawful. We hereby exclude any and all liability arising out of any actions that We may take in response to breaches of these Terms.

11. How We Use Your Personal Information (Data Protection)

11.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

11.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy <https://www.payingforchildcare.org.uk/privacy-policy> and Cookies Policy <https://www.payingforchildcare.org.uk/cookies-policy>.

11.3 Providers will also collect, hold, and process Parent’s (and the Parent’s children’s) personal information in the course of providing services and are, therefore, also considered data controllers under the GDPR and will be responsible for complying with their legal obligations and protecting Parents (and children’s) rights under the GDPR.

12. Ending the Contract

12.1 You may cancel the contract and remove your Free Membership at any time, by simply informing us via our contact us page that you would like to do so.

12.2 You can cancel your Paid Membership at any time, however subject to Clause 13 (outlining your rights to cancel arising due to something done by Us), We cannot offer any refunds and you will remain liable for all Fees due until the expiry of the Term of your Paid Membership. You will be free to reactivate your Paid Membership up until the renewal date, whereupon the contract will end.

12.3 Please note that consumers will not be eligible for a 14-day cancellation or “cooling-off” period as Our service (i.e. the provision of the benefits of your Paid Membership) begins immediately upon the formation of the contract.

12.4 If you wish to exercise your right to cancel under this Clause 12, you may inform Us of your cancellation in any way you wish using any of the contact details set out in Clause 2. We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services, however, please note that you are under no obligation to provide any details if you do not wish to.

13. Ending the Contract Because of Something We Have Done (or Will Do)

13.1 You may end the contract at any time if We have informed you of a forthcoming change to Our services, or to these Terms that you do not agree to. If the change is set to take effect or apply to you before the expiry or renewal date of your Paid Membership, We will issue you with a pro-rated refund equal to the time remaining on your Paid Membership. If the change will not take effect or apply to you until the expiry or renewal date of your Paid Membership, the contract will end on the renewal date and no refund will be due.

13.2 If We have suspended availability of your Paid Membership for more than 30 days, or We have informed you that We are going to suspend availability for more than 30 days, you may end the contract immediately and We will issue you with a pro-rata refund.

13.3 If an event outside of Our reasonable control occurs and continues for more than 30 days, you may end the contract immediately. If you end the contract for this reason, We will issue you with a pro-rata refund.

13.4 You also have a legal right to end the contract at any time if We are in breach of it. You may also be entitled to a full or partial refund. For details of your legal rights, if you are a consumer, please refer to your local Citizens Advice Bureau or Trading Standards Office.

13.5 If you wish to exercise your right to cancel under this Clause 13, you may inform Us using any of the contact details in Clause 2.

13.6 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services, however, please note that you are under no obligation to provide any details if you do not wish to.

13.7 Refunds under this Clause 13 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel and will be made using the same payment method that you used when purchasing your Paid Membership.

14. Our Liability

14.1 If you are a consumer, We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms or as a result of Our negligence. Loss or Damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the contract is created. We will not be responsible for any loss or damage that is not foreseeable.

14.2 If you are a business, subject to sub-Clause 14.4, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.

14.3 If you are a business, subject to sub-Clause 14.4, Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be either the total sums paid by you under the contract in question.

14.4 Nothing in these Terms seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents, or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

14.5 In particular, nothing in these Terms of Sale seeks to limit consumers' legal rights. If you are a consumer, more information about your legal rights can be obtained from your local Citizens Advice Bureau or Trading Standards Office.

15. Reviews

15.1 Parents and Providers will have the ability to publish reviews on Our Site in regards to each other.

15.2 Reviews shall automatically be published without prior notice to you. If you object to the contents of a review, you must notify Us of such objection in writing within 14 days of publication of the review providing any evidence supporting its contrary views/objections. We will consider the objections and any decision to remove the relevant review will be at Our absolute discretion and that decision is final. Any review that cannot be proved to the contrary shall stand as the reasonable opinion of the writer of the review.

15.3 We will not monitor reviews but if We are made aware of any review that We consider to be inappropriate, defamatory, vulgar or abusive, to contain any advertising or marketing of any kind, or may disclose a person's identity or personal details then We will remove the review.

15.4 If, in Our reasonable opinion, reviews reflect low standards of a Provider or unreasonable conduct of a Parent, We reserve the right to investigate any such reviews and/or may suspend or the relevant Provider's or Parent's Profile and Account without written notice. If We take action under this Clause 15 We will not provide any refund or pro-rata refund to the Account holder.

16. Other Important Terms

16.1 We are able to view all messenger communications between Providers and Parents on Our Site. We need to do this in order to ensure that these Terms are being adhered to. We may transfer (assign) Our obligations and rights hereunder to a third party (this may happen, for example, if We sell Our business). We will not give any notice of this and Your rights and Our obligations hereunder will be transferred to the third party who will remain bound by them.

16.2 You may not transfer (assign) your obligations and rights hereunder without Our express written permission.

16.3 The contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms.

16.4 If any of the provisions of these Terms are found to be unlawful, invalid, or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.

16.5 No failure or delay by Us in exercising any of Our rights under these Terms means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms means that We will waive any subsequent breach of the same or any other provision.

16.6 We may revise these Terms from time to time in response to changes in relevant laws and other regulatory requirements without notice to you. If we change these Terms and you are not happy with the changes then you may cancel your Membership - see Clause 13.

17. Law and Jurisdiction

17.1 These Terms, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

17.2 If you are a consumer, any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

17.3 If you are a business, any disputes concerning these Terms, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

TERMS THAT APPLY TO PARENTS

18. Our Platform

18.1 As set out in Clause 7, Our Platform is provided solely as an online venue for Providers and Parents. We are not a party to any transactions or other relationships between Providers and Parents. You hereby acknowledge and agree that:

- a) You are not purchasing services from Us and are not entering into a contract with Us for child care services;
- b) We will not be a party to any dispute between Parents and Providers. Any claims must be made directly against the party concerned.

18.2 While all Providers are required to comply with Our Terms, Providers have differing price structures, terms and cancellation policies. It is important that you discuss all of these with the Provider.

18.3 We provide information on a wide range of Providers but there may be other service providers that are more appropriate, suitable or lower in cost available for you than those on Our Platform.

19. Profiles

19.1 Our Site will guide you through the process of requesting an Account.

19.2 If you provide Us with incorrect or incomplete information We will be unable to process your Account request.

19.3 We reserve the right, at Our absolute discretion, to refuse an Account request without having to provide a reason.

19.4 You will only be able to upload your Profile on Our Site once we have accepted your Account request. Your Profile will remain on Our Site until such time as you close your Account.

19.5 You must not upload any photographs of, or state the names of, any child within your Profile.

19.6 Any photograph uploaded onto your Profile must only be a personal picture of you.

19.7 You agree that you will be solely responsible for your Profile and its content. We accept no responsibility for the content of Profiles. Specifically, you agree, represent, and warrant that you have the right to submit the Profile, that all the information in the Profile is accurate and truthful, that all such information will be kept accurate and up-to-date, that no personal data will be included that you do not have the right to include, and that the Profile will comply with Our Acceptable Usage Policy, detailed in Clause 10.

19.8 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under this Clause 19.

19.9 You will be responsible for any loss or damage suffered by Us as a result of such a breach.

19.10 You retain ownership of the content of your Profile and all intellectual property rights subsisting therein. By submitting a Profile, you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform, and sub-licence that Profile for the purposes of operating and promoting Our Site.

19.11 You are fully responsible for keeping your Profile, and contact details, up to date. If you wish to remove your Profile and close your Account, please contact us using any of the contact details set out at Clause 2.

20. Provision of Providers Services

20.1 The Provider's services will take place by the method, or at the location and time as agreed between you and the Provider.

20.2 When you enter into a contract with a Provider (Provider Contract) then you are agreeing to be bound by the Provider Contract terms and conditions.

20.3 As a consumer, when you enter into a contract online, you have certain legal rights to cancel that contract within 14 days and request a refund ("Cooling off period"). However, where you enter into a contract and request the services to begin within the 14 day period, your right to cancel may be limited or lost.

20.4 All Provider's may have different rules on cancelling appointments and it is important that you ensure you are familiar with the Provider's Contract terms.

20.5 When contracting with a Provider you should:

- Request a copy of their DBS - for more information about the DBS please see <https://www.gov.uk/government/organisations/disclosure-and-barring-service/about>
- Request proof of insurance, qualifications and/or references; and
- Ensure that all meetings with your children, whether conducted at home or online via computer, tablet or phone, are under the complete supervision of a parent or guardian at all times. Children, regardless of age, should not be left unaccompanied with Providers.
- Read Our Stay Safe Tips <https://www.payingforchildcare.org.uk/stay-safe-tips>

21. Problems with Transactions and Your Rights

21.1 As required by law, Providers must provide their services with reasonable skill and care, consistent with best practices and standards, in accordance with any Codes of Conduct to which they are subject under a regulatory or licencing body, and in accordance with any information presented by the Provider within a Profile. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

21.2 If you have any cause of complaint about the services provided by a Provider, you should contact the Provider immediately.

22. Problems with Our Service and Consumers' Legal Rights

We will provide Our service to you with reasonable care and skill, consistent with best practices and standards in Our market, and in accordance with any and all information provided by Us about Our services and about Us. We always use reasonable endeavours to ensure that Our services are trouble-free. If, however, there is a problem with your Account or any other aspect of Our services, please contact Us as soon as is reasonably possible using the contact details set out at Clause 2.

TERMS THAT APPLY TO PROVIDERS

23. Profiles

23.1 Our Site will guide you through the process of requesting an Account.

23.2 If you provide Us with incorrect or incomplete information We will be unable to process your Account request.

23.3 We reserve the right, at Our absolute discretion, to refuse an Account request without having to provide a reason.

23.4 You will only be able to upload your Profile on Our Site once we have accepted your Account request. Your Profile will remain on Our Site until such time as you close your Account.

23.5 Any photograph uploaded onto your Profile must only be a personal picture of you but you can upload multiple images within your Advert (but images of children are prohibited). You agree that you will be solely responsible for your Profile and its content. We accept no responsibility for the content of Profiles. Specifically, you agree, represent, and warrant that you have the right to submit the Profile, that all the information in the Profile is accurate and truthful, that all such information will be kept accurate and up-to-date, that no personal data will be included that you do not have the right to include, and that the Profile will comply with Our Acceptable Usage Policy, detailed in Clause 10.

23.6 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under this Clause 23.

23.7 You will be responsible for any loss or damage suffered by Us as a result of such a breach.

23.8 You retain ownership of the content of your Profile and all intellectual property rights subsisting therein. By submitting a Profile, you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform, and sub-licence that Profile for the purposes of operating and promoting Our Site.

23.9 You are fully responsible for keeping your Profile, and contact details, up to date.

23.10 If you wish to remove your Profile and close your Account, please contact Us using the details in Clause 2.

24. Status

24.1 Nothing in this agreement shall render you an employee, worker, agent or partner of Ours and you shall not hold yourself out as such. You accept that you are engaged directly by the Parent to provide the child care services directly to them.

24.2 As a self-employed contractor, It is your responsibility to collect and pay applicable taxes on any income received from Parents.

25. Provider Rules

When using Our Platform, you must do so lawfully, fairly, and in a manner that complies with the provisions of this Clause. Specifically:

- I. you must ensure that you comply fully with all local, national, or international laws, and/or regulations when using Our Site and when providing your services to Parents;
- II. you must not use Our Platform in any way, or for any purpose, that is unlawful or fraudulent;
- III. you warrant that you will;
 - a. ensure that you will comply with all statutory requirements relating to the provision of your services; and
 - b. ensure that Parents are fully aware of your own terms and conditions, cancellation policies, pricing of the services to be supplied, the medium for delivery of the services to be supplied, complaints procedure etc.

26. Ranking

We may determine the ranking of any Profile at our absolute discretion.