

# Terms of Use

Last Updated: April 6 2020

These Terms of Use (the “Terms”) set forth the terms and conditions under which individuals residing in the United Kingdom may use Childcare Connect Services. Please read the Terms carefully before using the Site or the Services. They replace any previous versions. Any person using the Site and Services, agrees to and accepts the Terms in their entirety whether or not they are registered as a user of the Site or Services. Please print or save these terms for future use as we will not keep a file copy specifically for you and we cannot guarantee that they will remain accessible on our Service in the future. These terms and conditions are available in the English language only.

- These Terms include the Childcare Connect [Privacy Policy](#) and all other policies, rules and terms and conditions as set forth in Service materials from time to time, either in print or on our Site (collectively, the “Policies”), all of which are incorporated herein. If you object to anything in these Terms, the Privacy Policy or the other Policies, please do not use the Site or the Services.
- These Terms, including the Privacy Policy and the other Policies, are subject to change by Childcare Connect at any time by posting the new version on our website. We will notify you about significant changes in these Terms by sending a notice to the email address registered in your account or by placing a prominent notice on our Site, so that you can choose whether to continue using our Services. You will be bound by the revised agreement if you continue to use our Services following the effective date shown. You should periodically check [www.childconnect.co.uk](http://www.childconnect.co.uk) for updates.
- We grant you limited personal non-transferable rights to use our Services on any applicable device owned or controlled by you subject to the Terms.

For the purposes of the Terms,

“Childcare Contract” shall mean any contract between a Childcare Provider and a Parent for the provision of Childcare Services;

“Childcare Providers” shall mean individuals providing Childcare Services whether as child carers or tutors;

“Childcare Services” shall mean the provision of any services by Childcare Providers relating to childcare;

“Parents” shall mean any parents using the Site;

the “Services” shall mean any of the various services that Childcare Connect provides through the Site or any other channels, including over the telephone;

the “Site” shall mean the [www.childcareconnect.co.uk](http://www.childcareconnect.co.uk) web site and any UK affiliated websites, web pages, mobile applications and mobile websites operated by Childcare Connect;

“User” shall mean any registered user of the Site or the Services;

“we” or “us” or “Childcare Connect” shall mean Childcare Connect Limited, a company limited by guarantee whose registered number is 12532925; and “you” shall mean any registered user of the Services.

## **1. DESCRIPTION OF SERVICES; LIMITATIONS; USER RESPONSIBILITIES**

### **1.1. About Our Services**

Childcare Connect is a “Not for Profit” service building connectivity in community spirit with a “peer to peer” network of leaders, Childcare Providers, Parents and virtual tuition, providing online communication tools, information and an extended network of Parents and Childcare Providers that help our users find and coordinate care and tuition for their children. The Services we offer include, among others:

- We provide qualified individuals to take on the lead within their community to engage peer to peer connections to provide Childcare Services (“Leaders”);
- We provide Childcare Providers who provide Childcare Services and post profiles on the Site;
- We provide search tools to help Parents find individual Childcare Providers that meet their specific needs and preferences and enable Parents, Leaders and Childcare Providers to communicate through a private messaging platform without sharing personal identification or contact information; and
- We provide tools and information to help Parents and Childcare Providers make informed decisions, such as (i) our information on taking responsibility, which includes a safety guide and safety resources and (ii) adherence to our Code of Conduct

Our Services continue to grow and change. Please refer to our Site for further information about the Services we provide.

### **1.2. Limitations of Our Services (we only provide a platform)**

Our Service constitutes a neutral platform whereby Childcare Providers can arrange to supply Childcare Services to Parents. Any Childcare Contract is between the respective Childcare Provider and Parent. We are not a party to the Childcare Contract itself. Childcare Connect does not introduce or supply Childcare Providers to Parents, nor do we select or propose specific Childcare Providers to Parents or Parents to Childcare Providers.

Leaders and Childcare Providers post profiles describing the services they provide as well as their experience, training, qualifications and related information. Due to the difficulty of verifying information over the Internet, we do not and cannot reasonably verify the identity of Leaders and Childcare Providers or Parents or the information they provide. Our business model does not permit us to perform reference checks on any Childcare Provider and we do not validate the Childcare Providers details e.g. DBS checks. All checks are the responsibility of the Parent.

In addition, we do not have control over the quality, timing, or legality of the Childcare Services actually delivered by the Childcare Providers nor of the integrity, responsibility or actions of Parents or Childcare Providers. We do not make any representations about the suitability, reliability, timeliness and accuracy of the Childcare Services provided by Childcare Providers or the integrity, responsibility or actions of Parents or Childcare Providers whether in public, private or offline interactions.

Parents and Childcare Providers content is primarily user generated and we do not control or vet user generated content for accuracy as a general matter. Childcare Connect does not assume any responsibility for the accuracy or reliability of any information provided by Childcare Providers or Parents on or off this Site.

Childcare Connect is not responsible for the conduct, whether online or offline, of any user of the Site or the Services. Moreover, Childcare Connect does not assume and expressly disclaims any liability that may result from the use of information provided on our Site or any other venue.

All users, including both Parents and Childcare Providers, expressly agree not to hold Childcare Connect (or Childcare Connect's officers, directors, investors, subsidiaries, agents, assignees, representatives, advertisers, marketing partners, licensors, independent contractors, recruiters, corporate partners, resellers or employees, hereinafter "Affiliates") liable for the actions or omissions of any Parents or Childcare Provider or for any information, instruction, advice which originated or services that were arranged through the Site and, to the maximum extent permissible under applicable law, each Parent and Childcare Provider hereby irrevocably waives any right they may have to bring a claim against Childcare Connect and Childcare Connect and its Affiliates expressly disclaims any liability whatsoever for any damage, suits, claims and/or controversies that have arisen or may arise, whether known or unknown, therefrom.

Any legal recourse arising from breach of the Childcare Contract is against the other party to the Childcare Contract and not against us.

### **1.3. User Responsibilities**

As we do not verify the identity of or any information provided by Parents or Childcare Providers (e.g. the authenticity or completeness of Parents or the qualifications, the experience or suitability of Childcare Providers etc.), registered users are solely responsible for selecting an appropriate Parent or Childcare Provider for themselves or their family.

A) Parents are responsible for:

- (i) interviewing Childcare Providers;
- (ii) verifying the identity of any Childcare Provider via photographic ID (advise original copies), asking for proof of experience and references, training, qualifications, authorisations and suitability for the position they are applying (including requesting an enhanced DBS checks);

- (iii) following up on references on the Childcare Provider they are interested in hiring;
- (iv) complying with all applicable employment, anti-discrimination and other laws in connection with any relationship they establish with a Childcare Provider;
- (v) verifying that the Childcare Provider selected is legally entitled to live and work in the UK and perform any other verification or other checks for the position they are hiring, such as identity, qualification, background and reference checks;
- (vi) complying with all applicable anti-discrimination legislation including but not limited to the Equality Act 2010; and
- (vii) verifying that they have their own independent insurance cover.

B) Leaders/Childcare Providers;

- i) are solely responsible for interviewing and verifying the identity of Parents for whom they are considering working and the terms of engagement;
- ii) should consider requesting Parents to provide documentation to verify their identity and character references from previous employees or professionals that know them such as a solicitor;
- iii) should visit our 'Taking responsibility' recommendations on how to make more informed hiring decisions;
- iv) are responsible for ensuring they are compliant with the Care Standards Act 2006, the Safeguarding Vulnerable Groups Act 2006, the Protection of Vulnerable Groups (Scotland) Act 2007 and all other legislation and Governmental Authority guidance applicable to the care of children or vulnerable adults in force in the UK from time to time;
- v) are responsible for ensuring they hold any registration and a valid licence from appropriate authority or authorities as may be applicable for their services; and
- vi) are responsible for ensuring that Parents have their own insurance that covers them to work in their home and for verifying whether they require their own independent insurance cover.

If you have any complaint about another User, you must notify us promptly via the contact page of our website [at www.admin@childcareconnect.co.uk](mailto:www.admin@childcareconnect.co.uk). We may at our discretion try to resolve the dispute, but we do not promise to get involved.

## **2. ELIGIBILITY TO USE THE SITE AND SERVICES; REPRESENTATIONS AND WARRANTIES**

To be eligible to use our Services, you must meet all of the following criteria. If you do not comply to those criteria, you are not authorised to use our Site or Services:

- i. you are a citizen or legal resident of the United Kingdom; and

- ii. you are over 16 years of age; and
- iii. you have not been convicted of any offence and are not subject to any court order, relating to assault, violence, sexual misconduct, harassment or dishonesty; and
- iv. you are permitted to legally work within the United Kingdom and you have the experience, training, qualifications and authorisations required by law to provide the relevant Childcare Services.

Our Services are designed for, and may only be used by, persons who genuinely intend to use the Services to provide or avail themselves of Childcare Services

By requesting to use, registering to use and/or using the Site or the Services, you represent and warrant that you have the right, authority and capacity to enter into these Terms and you commit to abide by all of the terms and conditions hereof. In addition, you represent and warrant that you and each member of your household (i) have never been the subject of a complaint, restraining order or any other legal action involving or arrested for or charged with or convicted of any criminal offense in each case involving violence, abuse, neglect, theft or fraud or any offense that involves endangering the safety of others, dishonesty, negligence or drugs, and (ii) are not and never have been, on any Independent Safeguarding Authority barred list or the sex offenders register or other similar list.

### **3. RULES FOR USER CONDUCT AND USE OF SERVICES**

#### **3.1. Registration, Posting, and Content Restrictions**

The following rules pertain to User Content, defined as any communications, images, sounds, videos, and all the material, data, and information that you upload or transmit through Childcare Connect Services or that other users upload or transmit, including without limitation any content, messages, photos, audios, videos, reviews or profiles (collectively, "Content") that you publish or display (hereinafter, "post"). By transmitting and submitting any User Content while using our Service, you agree, represent and warrant as follows:

- i. you are solely responsible for any Content that you post on the Site or transmit to other Users. Childcare Connect do not accept any responsibility.
- ii. you will not post on the Site or transmit to other Users, including links or references to other content, or otherwise behave in a manner, which:
  - a. is defamatory, threatening, harassing, invasive of privacy, offensive, vulgar, racist, hateful, discriminatory, obscene, pornographic, sexually suggestive, promoting of self-harm, misleading, abusive or deceptive;
  - b. infringes any intellectual property or other rights of (including, but not limited to, intellectual property rights, and rights of privacy and publicity) any other person;
  - c. involves phishing or scamming or similar;
- iii. you are responsible for providing accurate, current and complete information in connection with your registration for use of the Site and the Services;
- iv. you will register your account in your own legal name, even if you are seeking care for another individual or family member. Your account is for personal use only and is

not transferable and it is your responsibility to protect and keep your password and other account identity information and should there be any breach of security such as loss, theft misuse or unauthorised disclosure or use of a password, you must advise us immediately;

- v. you will not sell access to the Services or provide a similar service to third parties or otherwise with a view to competing with us and further will not sell advertising, sponsorship or promotions on or in connection with Content except where explicitly authorised by us;
- vi. you will not provide inaccurate, misleading, defamatory or false information to Childcare Connect or to any other User and all opinions stated as part of User Content must be genuinely held. Without limiting the foregoing, you represent and warrant to us that you have the right and authority to post all information you post about yourself or others;
- vii. you are responsible to make your own backup of Content to protect you in case of loss or damage to such material. We are not responsible for such loss or damage;
- viii. you understand and agree that Childcare Connect may, in its sole discretion, review and delete any Content, in each case in whole or in part, that in the sole judgment of Childcare Connect violates the Terms or which Childcare Connect determines in its sole discretion might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users. Further, Childcare Connect may irretrievably delete your content without advising you after you cease to be a User or if your account has been inactive for a six months period;
- ix. your use of the Service, including but not limited to the Content you post on the Service, must be in accordance with any and all applicable laws and regulations;
- x. you understand that if any features on our Site enable you to share content with third party sites, we are not responsible for your use of your content on those third-party sites;
- xi. that in relation to all reviews which you may post on the Site, that you have no personal or business relationship with the entity, product or service being reviewed, that you are not a competitor of that entity, that you have not been offered any incentive to write the review and that all reviews are independent, honest and genuine opinions of you;
- xii. you will not use the service for junk mail, spam, pyramid or similar fraudulent or unethical schemes;
- xiii. you understand that you must not do anything which may have the effect of disrupting the Services including worms, viruses, software bombs or mass mailings or that may otherwise negatively affect other Users' enjoyment of the Services;
- xiv. you must comply with any rules or requirements on our website and promptly comply with any reasonable request or instruction by us in connection with the Services;
- xv. Childcare Connect is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided by Users;
- xvi. you agree that Childcare Connect has no obligation to remove any reviews or other information posted on the Site about you or any other person or entity. If you disagree with a review, you may post one rebuttal to the review, provided your rebuttal complies with the Terms;

- xvii. you may not terminate your registration and re-register in order to prevent a review from being associated with your account;
- xviii. you must advise Childcare Connect if you encounter behaviour or Content which you consider inappropriate to [admin@childcareconnect.co.uk](mailto:admin@childcareconnect.co.uk);
- xix. you understand to the maximum extent permitted by law, Childcare Connect disclaims any liability whatsoever for any misstatements and/or misrepresentations made by any Users or any other venue;
- xx. you will agree to hold Childcare Connect harmless for any misstatements and/or misrepresentations made by or on behalf of you on this Site or in any other venue.

### **3.2. Exclusive Use**

Your account is for your sole, personal use. You are responsible for all activity on and use of your account, and you may not assign or otherwise transfer your account to any other person or entity.

### **3.3. Prohibited Uses**

By using the Site or Services, you agree that you will not under any circumstances:

- i. use the Site, Services, or other venue, or any information contained therein, in any way that is abusive, threatening, obscene, defamatory, libellous or racially, sexually, religiously, or otherwise objectionable and offensive;
- ii. use the Services for any unlawful purpose or for the promotion of illegal activities;
- iii. attempt to or harass, abuse or harm another person or group;
- iv. use another User's Childcare Connect account without permission;
- v. provide false or inaccurate information when registering an account on Childcare Connect using our Services or communicating with other Users;
- vi. promote, comment on or otherwise publish Content containing or advocating (i) racial or ethnic slurs or otherwise comment on racial or ethnic origin, (ii) political beliefs, (iii) philosophical or religious beliefs, (iv) membership of a trade union, (v) physical or mental health, (vi) sexual life, (vii) the commission of criminal offences or proceedings or (vii) age;
- vii. attempt to re-register with Childcare Connect if we have terminated your account for any or no reason;
- viii. interfere or attempt to interfere with the proper functioning of the Services;
- ix. make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- x. bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology or device to scrape, spider, or crawl the Site or harvest or manipulate data;

- xi. use the communication systems provided by or contacts made on Childcare Connect for any commercial solicitation purposes;
- xii. publish or link to malicious content intended to damage or disrupt another User's browser or computer.

Should Childcare Connect find that you have violated the terms of this Section or any other of the Terms, Childcare Connect reserves the right, at its sole discretion, to immediately terminate your use of the Site and Services. Further, in order to protect the integrity of the Site and the Services, Childcare Connect reserves the right at any time in its sole discretion to block Users from certain IP addresses from accessing the Site.

## **4. Verification Checks**

### **4.1 Consent to run verification checks**

By using the Site or Services, you hereby authorise Childcare Connect and acknowledge that Childcare Connect reserves the right, but not the obligation, to use a third party to use your personal information to scan on an ongoing basis a variety of sources, which may include, but are not limited to, sex offender registries, certain media streams, terrorist watch lists, criminal and fugitive watch lists, fraud watch lists, law enforcement reports and other data to assist us in verifying the information you provide us and the representations and warranties you make in the Terms and on the Site and in evaluating your suitability for Childcare Connect membership ("Verification Checks"). By using this Site or Services, you understand and agree that Childcare Connect may review the information provided by the third-party verification service and that Childcare Connect retains the right to terminate your Childcare Connect registration based on the information it receives. You also hereby represent, understand and expressly agree that Childcare Connect does not have control over or assume any responsibility for the quality, accuracy or reliability of the information included in a Verification Check.

By agreeing to these terms, you agree to allow Childcare Connect to perform the Verification Checks. If you do not want these Verification Checks to be performed, you should not use Childcare Connect. No further consent from you is required for these Verification Checks to be performed.

### **4.2 Liability for Results of Verification Checks**

Childcare Connect has no obligation to perform Verification Checks on any Users. To the extent Childcare Connect performs such checks on certain Users, the checks are limited and should not be taken as complete, accurate, up-to-date or conclusive of accuracy of any of the information those Users have provided or of their eligibility to use the Services.

The results of any Verification Checks on you may impact your ability to access and use



Childcare Connect's Services and Childcare Connect retains the right in its sole discretion to terminate your registration if any of the information it receives indicates you are not suitable for the Services.

By using the Site and the Services, you hereby represent, understand and expressly agree that any Verification Checks are performed by separate third party verification services and that Childcare Connect does not have control over or assume, and expressly disclaims, any responsibility for the quality, accuracy or reliability of, and any liability that may result from the use of, or reliance on, the information such third party services provide.

## **5. TERMINATION OF REGISTRATION**

Should Childcare Connect determine that you are not eligible to use the Services, have violated any terms stated herein or in any of the Policies, are not suitable for participation as a User or have mis-used or mis-appropriated Site content, Childcare Connect reserves the right, at its sole discretion, to immediately terminate your access to all or part of the Site and to remove your profile and/or any content posted by or about you.

If we terminate your registration, we have no obligation to notify you of the reason, if any, for your termination.

Following any termination of any individual's use of the Site or the Services, Childcare Connect reserves the right to send a notice thereof to other Users with whom we believe the individual has corresponded.

## **6. PRIVACY**

Childcare Connect will only use the information you provide on the Site or via other channels in accordance with our Privacy and Cookie Policy.

## **7. Data protection**

- i) Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation (GDPR)
- ii) Any material breach of the Data Protection Legislation by on party shall give either party right to terminate this agreement with immediate effect.

## **8. LINKS TO EXTERNAL SITES**

Childcare Connect, connects to third party-provided services, third party advertising and links to third party websites. We do not recommend or endorse, nor are we legally responsible for, those sites or services. You must use them at your own risk

## 9. RELEASE OF LIABILITY FOR USER CONDUCT AND DISPUTES

Childcare Connect does not introduce or supply Childcare Providers to Parents, nor do we select or propose specific Childcare Providers to Parents or Parents to Childcare Providers.

We offer an online platform that among other things enables:

- i) Parents to seek the services of a Childcare Providers through the use of the Site or Services;
- ii) Childcare Providers to post profiles and submit proposals to Parents regarding their services.

By using the Site and the Services, you hereby expressly agree:(i) any agreement between Parents and a Childcare Providers regarding the provision of Childcare Services is solely between the Parents and the Childcare Provider . Childcare Connect is not a party to any such agreement; ii)any issues concerning the conduct of a Parent or Childcare Provider, must be resolved directly by the Parents and the Childcare Provider. Childcare Connect will not be held responsible and expressly disclaims any liability whatsoever for any claims, demands or damages direct or indirect of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such issues;

- iii) by using the Site or the Services, you understand and expressly agree to indemnify and hold Childcare Connect harmless for any claim or controversy that may arise from any disputes between you and any other User(s);
- iv) Childcare Connect will use its reasonable efforts to monitor Childcare Providers and Parents' profiles, comments and general usage of the Site and suspend privileges to any Childcare Provider and Parents who are not adhering to the Policies;
- v) you agree to take reasonable precautions in all interactions with other users of the Site or the Services, particularly if you decide to meet offline or in person;
- vi) in addition, you agree to visit the Childcare Connect "Taking responsibility" information prior to using the Service;
- vii) by using the Site or the Services, you agree to report any alleged improprieties of any Users therein to Childcare Connect immediately by notifying Childcare Connect of the same via electronic correspondence.

## 10. DISCLAIMERS; LIMITATIONS; WAIVERS; INDEMNIFICATION

### 10.1. No Warranty

The information and materials contained on the Site, including text, graphics, information, links or other items are provided "as is", "as available". Further, opinions, advice, statements,

offers or other information or content made available through the Services but not directly by Childcare Connect, are those of their respective authors, and should not necessarily be relied upon.

Such authors are solely responsible for such content. To the maximum extent permitted by applicable law, Childcare Connect does not:

- i) warrant the accuracy, adequacy or completeness of this information and materials;
- ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice or statement made by any party other than Childcare Connect;
- iii) warrant that your use of the Services will be secure, free from computer viruses, uninterrupted, always available, error-free or will meet your requirements or that any defects in the Services will be corrected;
- iv) give any warranties of fitness for a particular purpose or non-infringement of third-party rights and expressly excludes all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and disclaims liability for errors or omissions in this information and materials.

In addition and without limiting the foregoing, Childcare Connect makes no representation or warranties of any kind whether express or implied regarding the suitability of any registered user of our site to provide services as a caregiver or to employ the services of a caregiver.

## **10.2. Assumption of Risk**

You assume all risk when using the Site and the Services, including but not limited to all of the risks associated with any online or offline interactions with Users of the Site or the Services. You agree to take all necessary precautions when interacting with other site visitors or Users.

## **10.3. Limitation of Liability**

### **Incidental Damages and Aggregate Liability.**

In no event will Childcare Connect be liable for any indirect or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Site or Services, including without limitation, damages related to any information received from the Site or Services, removal of content from the Site, including profile information, any email distributed to any User or any linked web site or use thereof or inability to use by any party or in connection with any termination of your subscription or ability to access the Site or Services, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Childcare Connect, or representatives thereof, are advised of the possibility of such damages, losses or expenses.

Nothing in the Terms limits or excludes, or will be deemed to limit or exclude, Childcare Connect's liability for fraudulent misrepresentation, death or personal injury caused by Childcare Connect's negligence or liability that may not otherwise be limited or excluded by law.

No Liability for non-Childcare Connect Actions.

To the maximum extent permitted by applicable law, in no event will Childcare Connect be liable for any damages whatsoever, whether direct, indirect and/or consequential, arising out of or relating to the conduct of you or anyone else in connection with the use of the Site or the Services, including without limitation, bodily injury, emotional distress and/or any other damages resulting from anyone's reliance on information or other content posted on the site, or transmitted to or by any users or any other interactions with other Users of the Site or Services, whether online or offline. This includes any claims, losses or damages arising from the conduct of Users who have registered under false pretences or who attempt to defraud or harm you.

In addition to the preceding paragraphs of this section and other provisions of these Terms, any advice that may be posted on the Site is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Childcare Connect makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by or effect on any person following the information offered or provided within or through the Site. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

#### **10.4. Indemnification**

By agreeing to the Terms, you agree to indemnify, defend and hold harmless Childcare Connect and its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers and employees from and against any and all claims, losses, expenses or demands of liability, including reasonable attorneys' fees and costs incurred by Childcare Connect and its Affiliates in connection with any claim by a third party (including an intellectual property claim) arising out of;

- i. materials and content submitted, posted or transmitted through the Site by you;
- ii. use of the Site or Services by you in violation of these Terms or in violation of any applicable law.

and further agree that you will cooperate as reasonably required in the defence of such claims. Users further agree to hold harmless Childcare Connect and its Affiliates from any claim arising from a third party's use of information or materials of any kind that Users post to the Site.

#### **11. JURISDICTION AND CHOICE OF LAW**

If there is any dispute arising out of the Site and/or the Services, by using the Site or the Services, you expressly agree that this contract is under English law and any such dispute

shall be governed by the laws of England and Wales, without regard to its conflict of law provisions and you expressly agree and consent to the exclusive jurisdiction and venue of the courts of England and Wales for the resolution of any such dispute.

## **12. MISCELLANEOUS**

Nothing in this Agreement shall be construed as making any party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other.

Neither party shall have, or hold itself out to any third party as having any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.

The invalidity, illegality or unenforceability of any term or provision of these Terms shall in no way effect the validity, legality or enforceability of any other term or provision of these Terms. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective permitted successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever, including pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **13. CONTACT INFORMATION**

If you have any questions or need further information as to the Site or Services provided by Childcare Connect, or need to notify Childcare Connect as to any matters relating to the Site or Services please contact Childcare Connect at:

Legal Department  
Childcare Connect LTD  
1 Pargate Chase  
Norden  
Rochdale  
O111 5DZ