

Terms and Conditions

1. INTRODUCTION

- 1.1. This document (together with any documents referred to in it) tells you the terms and conditions upon which we sell supply the services (the 'Services') – an online meeting platform for parents and childcare providers.
- 1.2. Before registering your interest please:
 - 1.2.1. Read through these terms and conditions (the 'Conditions') and in particular our limitation of our liability and your indemnity at clause 8
 - 1.2.2. Print a copy for future reference.
 - 1.2.3. Read our privacy policy regarding your personal information.
- 1.3. By ordering any of the Services listed on this Website, you agree to be legally bound by these Conditions. You will be unable to proceed with the service if you do not accept these terms and conditions as may be modified or amended and posted on this Website from time to time.
- 1.4. We reserve the right to revise and amend the Website, our disclaimers and the Conditions at any time without notice to you. Your continued use of the Website (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions.

2. ABOUT US

- 2.1. This Website is owned and operated by Visio Recruitment Ltd. ('we'/'us'/'our'), a limited company (trading as Visio Recruitment), registered in England and Wales under company number: 8523068 having our registered office at 302 Pattern House Castle Street United Kingdom Stalybridge Cheshire SK15 1AP.
- 2.2. We are a member of IRP (Institute of Recruitment Professionals), a regulated professional body. We can be identified on the register by searching for Visio Recruitment. We are regulated by IRP. The professional conduct rules and regulations can be found at www.rec-irp.uk.com.
- 2.3. We subscribe to the IRP (Institute of Recruitment Professionals)'s code of conduct which can be found at www.rec-irp.uk.com/standards.

3. COMMUNICATIONS

- 3.1. You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.
- 3.2. We will contact you by email or provide you with information by calling you.

4. OVERSEAS ORDERS

- 4.1. Our Website is only intended for use by customers resident in England, Wales, Scotland and Northern Ireland (the United Kingdom).
- 4.2. We may accept your order if you are resident in the European Economic Area (EEA), subject to reserving a right to amend the specifications or standards of the Services offered on the Website and/or these Conditions or to refuse to accept an order for our Services from you, if it will put an excessive strain on our business or if we have an objective reason for doing so. If we accept your order, you will be liable to pay for all and any additional costs that we incur in order to facilitate your

order. You will have an opportunity to cancel your order in case the additional costs are not acceptable.

- 4.3. If we agree to supply any Services ordered from the Website for delivery outside the United Kingdom they may be subject to import duties and/or additional taxes or expenses incurred due to complying with foreign regulatory requirements or laws. You will be responsible for payment of any such duties and/or taxes in addition to our price. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office or taxation authority for further information before placing your order.
- 4.4. You must comply with all applicable laws and regulations of the country for which the Services are destined. We will not be liable for any breach by you of any such laws.

5. REGISTERING YOUR INTEREST

5.1 You need to register your interest with us in order to participate in the Services. A Member can be a [Childcare Provider](#) (a person or organisation offering babysitting, childminding, nanny services) or a [Parent](#) (a parent or guardian seeking childcare assistance from a Childcare Provider).

5.2 Where you are a Childcare Provider you warrant that all services provided by you to a Parent will comply with all relevant legislation and regulations affecting childcare services and that you hold all appropriate licences and registrations.

5.3 After completing and submitting an online application form, you will receive a phone call from us acknowledging that we have received your application. Please note that this does not mean that your application has been accepted. Your application form constitutes an offer to become a Member subject to these Conditions. All applications are subject to acceptance by us in our sole discretion. We will confirm such acceptance to you by sending you a mail at which time the contract between us for the supply of Services will be formed.

6. PRICE

- 6.1 The following services are free of charge – online meeting platform – babysitters, childminders, nannies & families of course. If anything changes, the company will notify you in advance. Then you may cancel our services or access them further.

7. OUR STATUS

7.1 We act as an online portal to introduce Parents and Childcare Providers to each other. When you enter into a contract for the supply of services and/or any goods with a Parent or a Childcare Provider through us, the contract will be between the Parent and the Childcare Provider.

7.2 The Company are not a party to the contractual relationship between the Childcare Provider and the Parent (whether an oral, written or other contract). It is up to you to ensure that you are satisfied of the suitability of any engagement, to confirm the identity and the status of those involved and to check any credentials and we shall have no input or liability in that respect.

7.3 We do not assume any responsibility for services provided by or between Parents and Childcare Providers or any other third party suppliers or any statements made by them and we make no representations or warranties, whether express or implied, about the suitability or quality of any services or goods which appear on our site or any statements made about them (including, but not limited to, any profiles or Parents' reviews of

Childcare Providers). In addition, we take no steps to verify the identity of any Parent or Childcare Provider, any statement made about them or any relevant qualifications or experience.

7.4 Without prejudice to the generality of the above:

(1) As a Parent, you will be solely responsible for the engagement of a Childcare Provider on terms acceptable to you, for verification of its identity, qualifications, credentials and experience and for all necessary direction, supervision and control;

(2) As a Childcare Provider, you acknowledge that we do not guarantee any recruitment or engagement of you by a Parent and you must satisfy yourself of the suitability of any engagement and any arrangements between you.

7.5 Nothing in these Conditions shall be deemed to constitute a partnership or any employment relationship between you and us, nor will anything be deemed to constitute one party the agent of the other for any purpose.

7.6 You shall indemnify us against all costs, claims, damages, losses and expenses arising as a result of any claim or action suffered by us in the event:

(1) That we are held to be acting as your agent in performing our obligations or any Services under these Conditions;

(2) Of any breach by you of these Conditions;

(3) Of any dispute between any Parent and Childcare Provider.

4. YOUR CONSUMER RIGHTS

4.1 You acknowledge that where you are a Parent acting as a consumer, you can cancel at any time, since this is a free service. Simply, stop using the service.

4.2 You can cancel at any time if you are in business as a Childcare Provider.

4.3 Since this is a free service, no cancellation is necessary. Simply, stop using the service.

5. COMPLAINTS

5.1. If you have a comment, concern or complaint about any Services you have purchased/received from us, please contact us via email at management@visiorecruitment.com or by post at 302 Pattern House Castle Street United Kingdom Stalybridge Cheshire SK15 1AP.

6. INTELLECTUAL PROPERTY

6.1. The content of the Website is protected by copyright (including design copyrights), trade marks, patent, database and other intellectual property rights and similar proprietary rights which include, (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to Visio Recruitment Ltd. (trading as Visio Recruitment), moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to

apply for them in any part of the world) and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.

- 6.2. You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.
- 6.3. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.
- 6.4. You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.
- 6.5. No licence is granted to you in these Conditions to use any of our trade marks or those of our affiliated companies.
- 6.6. Services sold/offered by us and Website content may be subject to copyright, trade mark or other intellectual property rights in favour of third parties. We acknowledge those rights.

7. WEBSITE USE

- 7.1. You are permitted to use the Website and the material contained in it only as expressly authorised by us under our terms of use.

8. LIABILITY AND INDEMNITY

- 8.1. Notwithstanding any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:
 - 8.1.1. Death or personal injury resulting from our negligence
 - 8.1.2. Fraud or fraudulent misrepresentation
 - 8.1.3. Action pursuant to section 2(3) of the Consumer Protection Act 1987
 - 8.1.4. Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability
- 8.2. The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.
- 8.3. We will not be liable if the Website is unavailable at any time.
- 8.4. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.
- 8.5. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind

for any loss or damage resulting from action taken in reliance on material or information contained on the Website.

- 8.6. We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses Trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or you downloading any material posted or sold on the Website or from any website linked to it.
- 8.7. We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.
- 8.8. We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent misrepresentations) or otherwise for:
 - 8.8.1. any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any other consequential loss); or
 - 8.8.2. any loss of goodwill or reputation; or
 - 8.8.3. any special or indirect losses; or
 - 8.8.4. any loss of data; or
 - 8.8.5. wasted management or office time; or
 - 8.8.6. any other loss or damage of any kind suffered or incurred arising out of or in connection with the provision of any matter under these Conditions and/or the Contract and/or the use of this Website or any aspect related to your purchase of the Services even if such losses are foreseeable or result from a deliberate breach of these Conditions by us that would entitle you to terminate the Contract between us or as a result of any action we have taken in response to your breach of these Conditions. Without prejudice to the terms of this clause and in the event that we are unable to rely upon it, our liability for all and any losses you suffer as a result of us breaking the Contract, whether or not deliberate, including those listed in clauses 8.8.1 to 8.8.6, is strictly limited to the purchase price of the Services you purchased.
- 8.9. You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information with your authority.
- 8.10. This clause does not affect your statutory rights as a consumer, nor does it affect your contractual cancellation rights.

9. REVIEWS

- 9.1. You acknowledge that any review, feedback or rating which you leave may be published by us on the Website and you agree that it may be displayed for as long as we consider appropriate and that the content may be syndicated to our other websites, publications or marketing materials.
- 9.2. You undertake that any review, feedback or rating that you write shall:

- 9.2.1. Comply with applicable law in the UK and the law in any country from which they are posted
- 9.2.2. Be factually accurate
- 9.2.3. Contain genuinely held opinions (where applicable)
- 9.2.4. Not contain any material which is either defamatory, threatening, obscene, abusive, offensive, hateful, inflammatory or is likely to harass, upset, annoy, alarm, embarrass or invade the privacy of, any person or be deceiving
- 9.2.5. Not promote or advocate an unlawful act or activity, discrimination, sexually explicit material or violence
- 9.2.6. Not infringe any trademark, copyright (including design rights), database right, or other intellectual property rights of any other person or breach of any legal duty you owe to a third party
- 9.2.7. Not be used to impersonate any person, or to misrepresent your identity
- 9.3. You agree to indemnify and hold us harmless against any claim or action brought by third parties, arising out of or in connection with any review, feedback or rating posted by you on the Website, including, without limitation, the violation of their privacy, defamatory statements or infringement of intellectual property rights.
- 9.4. You grant us and our affiliate companies a non-exclusive, royalty-free worldwide license to use or edit any reviews posted by you.
- 9.5. We reserve the right to publish, edit or remove any reviews without notifying you.

10.FORCE MAJEURE

- 10.1. We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control ('Force Majeure'), which, without limitation, include:
 - 10.1.1. Strikes, lock-outs or other industrial action
 - 10.1.2. Shortages of labour, fuel, power, raw materials
 - 10.1.3. Late, defective performance or non-performance by suppliers
 - 10.1.4. Private or public telecommunication, computer network failures or breakdown of equipment
 - 10.1.5. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - 10.1.6. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions.
 - 10.1.7. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - 10.1.8. Acts, decrees, legislation, regulations or restrictions of any government
 - 10.1.9. Other causes, beyond our reasonable control
- 10.2. Our performance will be deemed to be suspended for the period that the event of Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.
- 10.3. Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 30 days from the date of notice to you of the event of Force

Majeure, either you or us may, by written notice to the other, terminate the Contract with immediate effect upon service.

11.PRIVACY POLICY

- 11.1. In order to monitor and improve customer service, we sometimes record telephone calls.
- 11.2. We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998 (as amended).
- 11.3. You can find full details of our Privacy Policy on the Website.

12.THIRD PARTY RIGHTS

- 12.1. Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

13.EXTERNAL LINKS

- 13.1. To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:
 - 13.1.1. The privacy practices of such websites
 - 13.1.2. The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources
 - 13.1.3. The use which others make of these websites; or
 - 13.1.4. Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources

14.LINKING TO THE WEBSITE

- 14.1. You must not create a link to the Website from another website, document or any other source without first obtaining our prior written consent.
- 14.2. Any agreed link must be:
 - 14.2.1. To the Website's homepage
 - 14.2.2. Established from a website or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which they are hosted
 - 14.2.3. Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it
 - 14.2.4. Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists
- 14.3. We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

- 14.4. We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

15.NOTICES

- 15.1. All notices given by you to us must be given to us at 302 Pattern House Castle Street United Kingdom Stalybridge Cheshire SK15 1AP or by using management@visiorecruitment.com. We may give notice as described above.
- 15.2. Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, which such email was sent to the specified email address of the addressee.

16.ENTIRE AGREEMENT

- 16.1. The Contract represents the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 16.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.
- 16.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

17.GENERAL

- 17.1. We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.
- 17.2. All prices and descriptions supersede all previous publications. All product descriptions are approximate.
- 17.3. Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.
- 17.4. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 17.5. All Contracts are concluded and available in English only.
- 17.6. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 17.7. A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 17.8. No waiver by us of any of these Conditions or of any other term of a Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance.
- 17.9. Any Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose

of the Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

18. POSTED INFORMATION

18.1 You must make all appropriate investigations before entering into an engagement with a Parent or Childcare Provider. We therefore disclaim all liability and responsibility arising from any reliance by placed comments, materials by any visitor to our site, or by anyone who may be informed of any of its contents.

18.2 We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to verify or update such material.

18.3 Any information is provided for your personal use and it must not be used for any further commercial purpose, such as the resale or further distribution to a wider audience.

19. OUR RIGHT TO VARY THESE CONDITIONS

19.1 We have the right to revise and amend these Conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

19.2 You will be subject to the latest Conditions in force. You will be notified in advance.

20. GOVERNING LAW AND JURISDICTION

21.1 The Website is controlled and operated in the United Kingdom.

Every purchase you make shall be deemed performed in England and Wales.

22.2 The Conditions and any Contract brought into being as a result of usage of this Website will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.