



ASSOCIATES AGREEMENT

This Agreement sets out the legally binding terms and conditions on which We provide You with access to Our Services. Your use of Our Services constitutes acceptance of this Agreement.

A Fee Schedule and a Payment Schedule, which are agreed separately between the Parties, form an integral part of this Agreement.

This Agreement was last updated on [October 11th 2017].

1 PARTIES

1.1 KiddiPlan Ltd ('KiddiPlan', 'We', 'Us', 'Our', 'Ours'), Company Number 10047369, 28 Elsyng Road, London SW18 2HN

1.2 [Business Name] ('Associate', 'You', 'Your'), [Full Address]

Each individually a 'Party', and jointly the 'Parties'.

2 RECITALS

2.1 We are a listing and booking platform for child-related Activities.

2.2 We are **not** a provider of child-related Activities.

2.3 You are a provider of child-related Activities.

3 REPRESENTATIONS & WARRANTIES

3.1 Each Party represents and warrants to the other Party that it:

- i. holds all authorisations, licences, permissions etc. required to enter into this Agreement and to provide its Services;
- ii. is in full compliance with all applicable laws (including, but not limited to, consumer laws, tax laws, intellectual property and copyright laws) at all times;
- iii. is acting in its own name and not as an intermediary.

4 OUR RIGHTS & OBLIGATIONS

4.1 We provide You with access to the services (the 'Services') on kiddiplan.com (the 'Website') including:

- i. Listing of Your Activities;
- ii. Accepting Bookings from Parents on Your behalf;
- iii. Processing of payments for Bookings on Your behalf.

4.2 These Services are provided on an 'as is' basis.

- 4.3 You grant Us the right to list your Activities on the Website.
- 4.4 We may make any changes we consider necessary or appropriate to Your data, including but not limited to your Profile and Listings.
- 4.5 We may refuse any Listing we consider inappropriate, offensive, or otherwise unsuitable, in our sole discretion.
- 4.6 We may refuse a Booking we consider unsuitable in our sole discretion.
- 4.7 We may use Parent's information to promote Our and Your Services.

5 YOUR RIGHTS & OBLIGATIONS

- 5.1 You will keep your information, including but not limited to Activities, Classes and availability, and contact details, updated and accurate at all times.
- 5.2 You must keep the price charged for your Classes at or below the lowest price charged for the same Class when booked through other venues, including direct bookings with You.
- 5.3 You grant Us the right to accept Bookings on Your behalf for any Classes that You are listing as available on the Website, and to process payments for such Booking (if applicable).
- 5.4 You have the right to cancel any Booking in your sole discretion. (For the avoidance of doubt, a cancellation does not affect our Fees.)
- 5.5 Upon Us accepting a Booking on Your behalf, You enter a binding contractual agreement with the Parent to provide a Class to the Parent materially as described in Your Listing. (For the avoidance of doubt, We are **not** a party to such agreement.)
- 5.6 You will immediately reimburse Us for any charge-backs from our Payment Provider.

6 FEES & PAYMENT

- 6.1 Our fees are listed in the Fee Schedule.
- 6.2 We pay You in accordance with the Payment Schedule.

7 VARIATION & TERMINATION

- 7.1 Either Party can terminate this Agreement giving not less than three months' written notice to the other Party.
- 7.2 We may immediately terminate this Agreement if we believe that You are in breach of your obligations, and for any other reason we consider important to preserve Our integrity and reputation.
- 7.3 Effect of Termination:
 - i. Your rights under this Agreement are terminated;
 - ii. Any Bookings remain valid.
- 7.4 Any claims under this Agreement, in particular regarding Fees and charge-backs, remain valid until settled in full.
- 7.5 We may vary this Agreement from time to time, giving written notice of not less than one month.
- 7.6 Variations are deemed accepted unless you object in writing.

8 INTELLECTUAL PROPERTY

- 8.1 You grant us a non-exclusive, royalty-free licence to use Your intellectual property, including but not limited to name, brand, photos etc., to promote Our and Your Services to third parties.

8.2 We grant You a non-exclusive, royalty-free, revocable licence to use Our name, brand, photos etc. solely to promote Our Services to Your customers.

9 DATA SHARING & CONFIDENTIALITY

9.1 We will share with You certain data, including Parent's information, associated with a Booking.

9.2 You will only use this information to perform your obligation under a Booking, and not for any other purpose, unless agreed otherwise with Us.

9.3 You will share with Us certain data, including company information, information relating to current or previous Bookings, and existing and previous Parent's information.

9.4 We will only use this information to perform our rights and obligation under this Agreement, unless agreed otherwise with You.

9.5 The Fee Schedule and Payment Schedule are strictly confidential.

10 NOTICES

10.1 All notices under this Agreement shall be in writing, either by postal mail or email.

10.2 The postal address for notices under this Agreement shall be:

- i. For Us: 28 Elsyng Road, London SW18 2HN
- ii. For You: as defined in Your Profile on the Website

10.3 The email address for notices under this Agreement shall be:

- i. For Us: associates@kiddiplan.com
- ii. For You: as defined in Your Profile on the Website

11 APPLICABLE LAW & DISPUTE RESOLUTION

11.1 This Agreement is subject to the exclusive jurisdiction of the courts of England and Wales.

11.2 You release Us (and Our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with a dispute with one or more Parents or an outside party.

11.3 We may, in Our sole discretion, try to help You resolve disputes regarding Bookings. We will do so in good faith, but without any obligation whatsoever.

11.4 For transactions completed by PayPal or credit card, we will not make judgements regarding legal issues or claims and all disputes related to financial transactions will ultimately be determined by the Payment Provider.

12 GENERAL CLAUSES

12.1 This Agreement constitutes the entire agreement of the Parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written.

12.2 If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

12.3 Our liability under this Agreement is strictly limited to our Fees (if any), excluding Payment Fees.

12.4 Each party shall be responsible for the payment of its own tax liability

12.5 We and You are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

DEFINITIONS

- *Activity*: An activity provided by You to Parents.
- *Availability*: Indication of whether We are able to accept Bookings on Your behalf for a particular Class.
- *Booking*: A contract between You and the Parent to provide a Class to the Parent materially as described in the Listing.
- *Class*: An instance of an Activity taking place at a particular time (once or repeatedly) and a particular location.
- *Listing*: Information provided by You on the Website relating to Activities and Classes, including Availability of a Class.
- *Parent*: A user of the Website [who is interested in making, or has made, a Booking].
- *Payment Provider*: PayPal or any other card processing provider We use to process a payment for a Booking.
- *Profile*: Information relating to You and Your business as stored on the Website.

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SCHEDULES

THESE SCHEDULES ARE STRICTLY CONFIDENTIAL AND NOT TO BE DISCLOSED TO THIRD PARTIES

A FEE SCHEDULE

Listing Fee	nil
Monthly Fee	if Associate accepts bookings via KiddiPlan: nil if Associate does not accept bookings via KiddiPlan: £[TBA] per month
Booking Fee	until [date of Agreement + 18 months]: nil then: <ul style="list-style-type: none">▪ for existing customers of the Associate: nil▪ for customers introduced by KiddiPlan: [5]%
Payment Fee	as charged by our Payment Provider (Braintree), but without any mark-up

All fees are subject to VAT as applicable.

B PAYMENT SCHEDULE

Amount	Value of Bookings [on KiddiPlan], excluding any Fees and other monies (e.g., charge-backs) due to Us
Frequency	Every two weeks
Method	BACS
Account	as defined in Your Profile on the Website