



WRAPAROUND BOOKING / PARENTS BOOKING TERMS AND CONDITIONS

1 Contracting Parties

This agreement sets out the terms of business between Netmedia Limited, incorporated under the Companies Acts in Scotland with Registered Number SC483579 and having its Registered Office at Old Drynie House, Kilmuir, North Kessock, Ross-shire, IV1 3XG, trading as Netmedia (herein after referred to as "the Seller" or "Netmedia") and you, our Customer, whose name and business address or Registered Office is detailed on the Quotation and Acceptance Form.

2 Definitions

To avoid unnecessary repetition and to simplify the understanding of this agreement, the following words or phrases shall, wherever they appear in this agreement, be given the following meaning:

"Alternative Payment Method" (APM) means any method of payment that is not processed via the Platform's integrated payment gateways (e.g., childcare vouchers, Tax-Free Childcare, bank transfer, cash, cheque, payment card terminal, local authority subsidy).

"Agreement" means these terms and conditions as amended, updated and varied from time to time, together with the terms of the Quotation and Acceptance Form."

"Charges" means the price plus any Value Added Tax and/or other tax due thereon, either payable on your acceptance of our Quotation, or otherwise as stipulated on our Invoice. Your responsibilities and your obligations to meet our charges for the Services are detailed in Clause 10 of this Agreement.

"Confidential Information" means any information which we require to divulge to you or you require to divulge to us for the proper and necessary operation of this Agreement or for any other purpose, such information relating to confidential, business or technical information, details of trade, business or other secret or market sensitive information or information about current, modified or new products or services or those in the process of development.

"Cover period" means the hours within which we make technical support available, namely Monday to Friday, 09.00hrs to 17.00hrs GMT inclusive.

"Customer, you, your" means the party completing our Quotation and Acceptance Form who thereafter signs and dates the same, and returns it to us whether electronically or by post thereby entering into an Agreement with us, whether you are an individual, partnership, joint venture, limited liability partnership, limited company or other incorporated or unincorporated or statutory body or a school where the Customer is an educational institution or local authority providing educational services.

"Data Protection Legislation" means UK data protection legislation, including, but not limited to the UK General Data Protection Regulation ('UK GDPR') and the Data Protection Act 2018.

"Eligible Transaction" means the provision of any Service created/managed in the Platform that results in a charge payable by an End User to the Customer (whether paid via a payment gateway or an APM).

“End User” means a parent, carer or other individual using the Parents Booking platform at the invitation of the Customer.

“Event/Club/Wraparound Services” means Services enabling the Customer to take bookings for events, clubs, breakfast/after-school or wraparound child care.

“Intellectual Property” means but is not limited to all text, domain names, software, logos, trademarks, music and sound, photographs, graphics or video, service and other marks, audio recordings and other items which are capable of being or are protected by copyright, privacy, anti-piracy, trademark, patent or other laws and procedures both in Legal Jurisdictions governing the parties to this Agreement and throughout the world.

“Legal Jurisdiction” means the State (Federal or Provincial), Nation or other internationally recognised Country or Legislative State or Territory within which any party to this Agreement lives or in the case of a non- natural person such as an Incorporated body, the place where its Registered Office or Principal Place of Business is situated.

“Merchant of Record” means the person or entity that appears on the End User’s card, bank or wallet statement and is legally responsible for the sale.

“Net Transaction Value” means the gross amount payable by the End User for an Eligible Transaction excluding any VAT/sales tax and excluding any gateway/processor fees (if applicable), and net of subsequent full refunds or voids.

“Off-Platform Payment” means an End User payment for a booking created/managed in the Platform that is settled using an APM and “Off Platform”.

“On Platform Payment” means an End User payment for a booking created/managed in the Platform that is settled using

“Parents Booking” means the Service(s).

“Payment Processor” means a third-party payment service used by the Customer to collect End User payments (including without limitation Stripe, PayPal and ParentPay).

“Pay Later Balance” means any amount an End User owes to the Customer for bookings made without immediate payment (including any balances due by them pending payment by voucher or government scheme).

“Platform” means the software platform provided by Netmedia.

“Quotation Template” means the pro forma template provided by us for completion by you identifying your requirements for the Services.

“Quotation and Acceptance Form” means the Quotation Template as completed by you detailing the Services you require and specifying our charges relative to them, all with the acceptance as signed and dated by you or your authorised signatory and scanned and sent to us by you.

“Registered Office” means the premises which has been notified to the Government, Inland Revenue and other Regulatory Authorities within your legal jurisdiction, as your Principal Place of Business or other place from which you conduct your business and to which all legally enforceable notices and documents should be sent or delivered, or if you are an individual, your home address.

“Seller, we, us, our” means Netmedia or any trading division, associate, holding or subsidiary company of Netmedia and the Distributor, or either of us as appropriate.

“Services” means the single product, solution or the range of solutions and/or support packages the service or services, goods or supplies, which we are selling to you, as detailed on the Quotation and Acceptance Form;

“Term” means the duration of this agreement during which period we provide you with Technical Support commencing on.

“The excepted risks” means

- a)** War, invasion, act of foreign enemy, hostilities (whether or not a formal state of war has been declared), civil war, riot, rebellion, revolution, insurrection or military or usurped power or looting, sack or pillage in connection therewith, and/or
- b)** Ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste or from the combustion of nuclear fuel, and/or
- c)** Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, and/or
- d)** Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds, and/or
- e)** Explosion, fire, flood, strike, lockout, picketing or secondary industrial action, gas, electricity, telephone or other power or utility surge, failure or other interruption, non-availability of any goods or materials or the acts or omissions of any third party.

"Voucher Payment" means payment by childcare vouchers or Tax-Free Childcare or similar government or Customer scheme.

3 Governing Law

The Law of Scotland shall govern the terms and conditions of this agreement. Regardless of the legal jurisdiction within which you reside or have your Registered office, we both agree to prorogate the jurisdiction of the Scottish Courts.

4 Territory

This agreement will govern all contractual matters and dealings between the parties in any part of the world unless we enter into a separate written agreement, which stipulates otherwise.

5 Term of Agreement

Unless otherwise stipulated or specified on the Quotation and Acceptance Form, this agreement will subsist for an initial period of twelve months from the date you sign and return the Quotation and Acceptance and thereafter shall continue on an annual basis unless or until either party serves written notice on the other not later than 60 days before the expiry of the said initial twelve month period or any subsequent anniversary thereof, that it intends to terminate the agreement. Either party may however terminate this agreement at any other time with the consent of the other party or where the other party is in material or fundamental breach of contract as defined in Clause 11.

6 Services

Netmedia, as supplier or provider of a range of I.T., Internet and bespoke solutions for customers' business computer needs, may provide you with the Services. As such, we may provide both software and where appropriate, hardware with relative telephone Technical Support to you at your Registered Office or such other location(s) as the parties may from time to time agree. You agree to accept the Services and neither seek to adapt them without our prior written consent nor share or distribute any information or technical detail to any third party including where appropriate any other division or department within your company. Notwithstanding that this agreement is between the Seller and the Customer, nothing in this agreement shall prevent us from sub-contracting the performance of our obligations under this agreement. We shall not incur any liability to you where we are unable to fulfil our obligations under this agreement due to any one or more of the excepted risks but in all other respects both parties shall meet their obligations to one another at all times throughout the term of this agreement.

The Services may include providing access to Parents Booking modules for Events, Clubs and Wraparound child care which allow End Users to make bookings and, where enabled by the Customer, pay online or to utilise a book now and pay later option. Netmedia only provides the Platform and the Services. Payment, prices, discounts, availability, booking rules, refund rules and all communications with End Users in relation to bookings are set by the Customer.

- 6.1.1. Processor fees: The Customer contracts directly with its chosen Payment Processor(s) (e.g. Stripe/PayPal/ParentPay). All processor fees, assessments, holds, chargeback costs and other amounts levied by the Payment Processor are for the Customer's account and may change from time to time under the Customer's agreement with the Payment Processor. Netmedia is not responsible for any level, timing or variation of Processor fees.
- 6.1.2. Pricing to End Users: The Customer is responsible for End User pricing and disclosures, including any service/booking fee the Customer chooses to charge. The Customer must ensure compliance with applicable consumer-pricing and surcharge rules and clearly disclose any fees to End Users before the End Users confirm a booking.
- 6.1.3. Settlement and deduction authority: Netmedia shall be entitled to charge the Customer a platform transaction fee (a % of the amount charged to the End User by the Customer in respect of the Services whether Services are provided On Platform or Off Platform, as agreed on the Order Form). The Customer hereby irrevocably authorises Netmedia to instruct the Payment Processor to deduct Netmedia's platform transaction fee and any outstanding amounts due to Netmedia by the Customer from End User payments and to remit the net amount to the Customer.
- 6.1.4. Off-platform reporting and reconciliation. The Customer must record within the Platform (or confirm to Netmedia in writing) the payment method and settlement date for Off-Platform Payments within 7 calendar days of the Customer's receipt of same. The Customer will provide a monthly statement of Off-Platform Payments sufficient for reconciliation to Netmedia. Netmedia may request reasonable supporting evidence (redacted if necessary) and may reconcile using Platform booking data where statements are not provided.
- 6.1.5. Audit right. With 10 business days' prior notice, Netmedia may perform a desk-based review of Off-Platform Payment records no more than once per year (unless a material discrepancy of greater than 3% is identified in which case such review shall be carried out on request), solely to verify fee calculations.

6.2 Online Payments, Merchant of Record and Funds Flow

- 6.2.1. The Customer may appoint one or more Payment Processors of its choice. The Customer is and remains the Merchant of Record for all End User transactions carried out through the Platform. Netmedia is not the Merchant of Record and does not provide acquiring, money transmission or regulated payment services, and does not hold client monies.
- 6.2.2. End Users' card or wallet details are provided directly to the Payment Processor. Netmedia does not receive or store card primary account numbers and shall not be responsible for PCI-DSS obligations applicable to cardholder data.
- 6.2.3. Settlement of End User payments is made by the Payment Processor to the Customer (or its designated account). Netmedia is not liable for delays, chargebacks, holds or other actions taken by the Payment Processor.
- 6.2.4. Where the Platform displays a confirmation or issues a receipt, such confirmation or receipt is issued on behalf of the Customer. Any invoice generated to an End User is issued in the name of the Customer, which remains responsible for VAT/tax determination and statutory content.

6.3 Invoicing, Statements and Tax

- 6.3.1. The Platform may generate invoices, credit notes and statements for End Users in the Customer's name. The Customer is responsible for: (a) accuracy of line items, taxes and totals; (b) compliance with applicable tax laws; and (c) responding to End User queries regarding such documents.
- 6.3.2. Netmedia may provide reporting and reconciliation tools; however the Customer remains responsible for accounting treatment, VAT, subsidy/voucher rules and statutory record-keeping.

6.4 "Book Now, Pay Later" and End User Debt

- 6.4.1. Where the Customer enables Book Now, Pay Later or accepts Voucher Payments that may clear at a later date, any resulting Pay Later Balance is owed by the End User to the Customer. Netmedia is not a lender, broker or provider of consumer credit and does not advance funds to the Customer.
- 6.4.2. The Customer is solely responsible for: (a) setting any credit/booking limits or eligibility rules; (b) communicating payment terms to End Users; (c) debt management and collection; and (d) deciding on refunds, cancellations and write-offs.

6.4.3. The non-payment or late payment of any End User Pay Later Balance shall not affect the Customer's obligation to pay Netmedia's fees under this Agreement. Netmedia has no liability for any uncollected End User balances or shortfalls.

6.5 Chargebacks, Refunds and Disputes

6.5.1. Chargebacks and disputes raised by End Users are administered by the relevant Payment Processor and the Customer. Netmedia will provide reasonable technical information to assist but is not a party to the dispute.

6.5.2. Refunds are initiated and authorised by the Customer via the Platform or directly with the Payment Processor. Netmedia does not control settlement timing or processor fees.

6.5.3. Any processor fees, penalties or assessments arising from the Customer's use of the Payment Processor are the Customer's responsibility.

7 Technical Support

We may as part of the Services, offer you Technical Support. At the time of entering into this agreement with us, we will advise you of the telephone number of our Technical Support staff and/or other arrangements we have in place. We offer Technical Support by telephone between the hours of 09.00 and 17.00, Monday to Friday inclusive GMT. We will advise you separately of such support as we have available on public holidays or weekends in the event of an emergency arising. When circumstances require us to amend the times or extent of the provision of these services, we undertake to notify you in writing and/or by e-mail, not later than seven days prior to such amendment (except in the case of an emergency) taking effect.

8 Netmedia's Rights and Obligations

8.1. We shall at all times deploy and make available suitably qualified employees to ensure that we can meet our obligations under this agreement both timeously and to a standard expected of a modern high technology service practice. Where we sub-contract the performance of any service under this agreement, we warrant to you that such sub-contractors will provide at least as good a service as our own qualified employees would do. Where you notify us within 48 hours of sub-contractors completing work under this agreement that in your opinion it is not of an acceptable standard or is otherwise defective, we shall have a further 48 hours to inspect the work and if we agree that such work is defective, shall make good such defects at no additional cost to you. You waive any right you may have to seek compensation from us in respect of any losses you incur as a result of such defective repairs during the said additional 48-hour period.

8.2. We warrant all repairs (including labour content, parts and exchange modules) supplied under the terms of this agreement for a period of 30 days from the date of completion. In addition we will assign to you our interest in any manufacturer's, distributor's or sub-contractor's warranty or guarantee in excess of the said 30-day period. Where you invoke any claim on a warranty or guarantee beyond the said 30 day period, we shall invoice you for all labour time and costs expended by us in carrying out any repair or replacement of registered equipment under such extended guarantee or warranty, not covered by the said guarantee or warranty and you undertake to pay us in full for the value of such invoice in accordance with the terms of Clause 10.

8.3. Except where specified in this agreement, we shall neither hold ourselves out nor be held out by you or otherwise represent ourselves as being agents for you or entitled to enter into or incur any obligations on your behalf and any such unauthorised representations or obligations shall be null and void.

8.4. Where you fail to make payment of any invoice and/or are in breach of your obligations under this agreement, we shall be entitled to withdraw the Services and refrain from providing the Services to you until you again meet your obligations in terms of this Agreement. We shall incur no liability to you or any third party for all or any losses or other costs incurred by you because we withdraw the Services in terms of this clause. If, subsequent to any such breach, you recommence compliance with your obligations under this agreement, we may, where possible, re-instate the Services and recommence provision of the Services subject to your meeting any additional costs incurred by us as a result of breach.

8.5. Where we supply you with Services, we rely on your assurances as to their fitness for your purposes and that any support structures you provide to work with the solutions or products we supply you with are compatible for the purpose for which they are intended. If we ascertain that this is not the case, we shall be entitled either to terminate this agreement or intimate our intention to vary the terms of this agreement in respect

of the Services we are providing to you and in the event of additional costs being incurred by us doing so, you undertake to meet all such additional costs.

- 8.6. We are bound to protect and keep confidential your data, but to enable us to properly provide our services to you, you accept that we may have to disclose some information to 3rd parties such as, amongst others, the Distributor or subcontractors.
- 8.7. We may instruct third parties to process data on our behalf. Where we do so, such third parties are bound by the terms of Article 28 of the UK GDPR in respect of their data processing contract with us. Our Privacy Statement lists those third parties who will process your personal data on our behalf. By returning the Quotation and Acceptance Form to us you consent to us disclosing such information to such third parties as is reasonable and necessary for the purpose of providing the Services to you.
- 8.8. Netmedia acts as a software provider only and does not act as the Customer's agent in contracting with End Users. Except to the extent expressly stated in this agreement, Netmedia does not make or give any representations, warranties or undertakings to End Users regarding bookings, availability, pricing, refunds, childcare provision, staffing or safeguarding: these matters are the Customer's responsibility.

9 Customer's Rights and Obligations

- 9.1. You undertake to respect the integrity of all equipment or software we supply or service and not to permit any alteration, addition, maintenance or repair of it by any party other than us in terms of this agreement. You accept that if you breach this clause or we ascertain that either you or any third party have opened any sealed unit or otherwise compromised the integrity of any part of any equipment or software we supply or service, we shall be under no obligation to carry out any repair, maintenance or replacement of such part of the said equipment or software affected. We shall, however, be entitled to agree with you to carry out any such maintenance repair, or, replacement, upon additional payment terms agreed at that time, in writing, with you. You accept that any such action by you or any third party acting on your behalf will constitute a fundamental breach of contract entitling us to terminate the contract upon 24 hours' notice in accordance with Clause 11 of this agreement.
- 9.2. Except where specified in accordance with the terms of this agreement, you shall neither hold yourselves out to be nor be held out by us or otherwise represent yourselves as being agents for us, in partnership with us or entitled to enter into or incur any obligations on our behalf.
- 9.3. Prior to your submission of the Quotation and Acceptance Form, where we have recommended Services to you in accordance with specifications and needs you specify and identify to us, you acknowledge that we have satisfied your requirements in this respect. If you subsequently advise us that the Services supplied by us do not provide the required solutions to meet your needs, where this is because our Services do not meet the original specifications you gave us, we will adjust the Services supplied at no additional expense to you. However, if it transpires that the Services do not meet your needs because your original specifications were either wrong or inadequate and insufficient to meet your needs, you accept that we shall be entitled to amend the Services but only upon your meeting all additional costs of upgrading or amending the Services.
- 9.4. Either as a part of the Services or as a "stand alone" service you may require a specialist programme, which provides functionality or facilities not normally present in the Services. This is known as a Bespoke Business Solution. Where this situation arises, it is your responsibility to provide us with full written details, instructions, specification and input about the specialist or trade/professional knowledge, necessary to ensure the Bespoke Business Solution we supply you with is suitable and meets your needs. If you have specific industry or Regulatory requirements or standards which require to be complied with or incorporated into the Services, it is your responsibility to ensure that these are fully brought to our attention in writing. You must assist us either personally or by referring us to the appropriate governing body or Regulator for technical or professional guidance in order to meet your functional and regulatory requirements, both prior to the creation of a Bespoke Business Solution on your behalf and during the testing processes, if any, which follows thereafter. Once the products or services which constitute your Bespoke Business Solution have been supplied and tested, we will have no liability if it subsequently transpires that the detail/instructions or input of specialist or trade/professional knowledge supplied by you or on your behalf by any governing body, Regulatory authority or other third party proves to be insufficient to meet the needs and functionality expected by you. In such a situation we may agree to assist in or provide upgrading assistance to meet the actual functionality or other standards required but this will be subject to you meeting such additional costs

incurred by us which arise and for which we will invoice you at the time. We will only be liable to rectify any such defect in functionality where we have failed to comply with or adhere to any written instructions or requirements received by us during the creation or installation of your Bespoke Business Solution and in such circumstances we will have 7 days within which to complete such upgrading or corrective work, at our own expense. You will not however have any claim for loss of income or damages against us in accordance with the terms of Clause 14.

- 9.5. You hereby undertake to indemnify us in respect of any claim made or issued against any member, director, employee, parent or subsidiary company, agents or shareholders of Netmedia including all paying all legal fees, arbitration fees or expenses and generally all costs claimed or sought by any Customer or other third party as a result of any action, conduct or defect in behaviour by you or any of your employees, directors, members, parent or subsidiary companies or any other party acting on your behalf.
- 9.6. We act on behalf of many of Customers over many years and accordingly we may communicate with you by mail or by electronic means in the future with information that may affect you to explain the potential impact on you. We may also explain our work, experience and services to you and offer our services to you as an existing Customer. If you do not wish to receive these communications, please let us know. You can do this by letter, telephone, email, fax or in person at any time.
- 9.7. We have prepared and published a [Privacy Notice](#) on our website. Our Privacy Statement sets out the lawful basis of processing your data (which, in the case of our providing services to you or working on your behalf is the Contract constituted by completing signing and returning the Quotation and Acceptance Form and these Terms of Conditions) and sets out your rights in relation to that data.
- 9.8. The Customer warrants that it is authorised to take bookings and payments in respect of the Services and will provide End Users with clear terms and conditions covering booking conditions; cancellations, refunds, Pay Later payment terms, voucher eligibility and contact details for queries. The Customer will ensure compliance with consumer law and any sectoral regulations or guidance applicable to childcare/wraparound services.
- 9.9. The Customer is responsible for compliance with consumer cancellation/refund rules applicable to their activities.

10 Charges and Payments

- 10.1 Each party will keep fully documented records (known as "service reports") of all occasions on which you require us to provide the Services and shall reconcile their records with each at least monthly. The charges incurred to us by you in respect of the Services are as detailed on the Quotation and Acceptance Form, which will apply from the commencement of this agreement until varied by agreement of both parties. We shall be entitled to vary the charge for the Services but only where intimate the proposed new level of charges to you not later than one month prior to them coming into effect. If these proposed new charges are not acceptable to you, you will require to intimate this fact to us within 28 days of receiving notification from us of the proposed changes. In the event of the parties failing to agree a variation in the level of charges to be implemented within a further 28 days (I.E within 56 days of the date of intimation of the change) either party shall be entitled to terminate this agreement within a further period of 28 days in accordance with the provisions of Clause 11 hereof and the party terminating this agreement shall incur no additional liability to the other party beyond all existing contractual obligations in terms of this agreement up to and including the date of termination.
- 10.2 We shall invoice you within 7 days of receipt of the Quotation and Acceptance Form, for the Services as detailed on the Quotation and Acceptance Form. Where relevant, a copy of the service report for the preceding month shall be issued to you not later than the 7th working day of the second and succeeding months throughout the term of this agreement and will usually accompany each monthly invoice where you pay on a monthly basis or be issued under separate cover where you pay annually in advance.
- 10.3 Each invoice issued by us to you shall state a due date for payment. If payment in full of each invoice is not made on its due date and no separate written variation of payment terms has been agreed by the parties, you shall have 5 working days to make payment in full to us of the sum payable under the invoice, together

with all bank or other charges incurred by us. In addition we shall be entitled to interest at the rate of 3 % per annum above the prevailing base rate applied by Royal Bank of Scotland Plc or 8% per annum, whichever is the greater, on the total value of the invoice or any part thereof unpaid from the due date of payment until payment is made in full, plus an administration fee of £50. Where after a further 5 working days you have still not made payment in full of any outstanding invoice, you shall be deemed to be in fundamental breach of this agreement and we shall be entitled to intimate to you that we are terminating the agreement in accordance with the provisions of Clause 11. Whether or not we exercise our right to terminate the agreement, you shall remain liable to us for payment of all sums due under the relevant invoice(s) together with all expenses and interest, until payment has been made in full. Thereafter, should we wish to enter into a further agreement with you, we shall do so on terms and conditions to be agreed at that time.

- 10.4 Platform transaction fee (all payment routes): For each Eligible Transaction, the Customer shall pay Netmedia a platform transaction fee as set out in the Quotation and Acceptance Form (which may be a fixed amount, a percentage, or a combination), irrespective of the payment method used by the End User (gateway or APM). Unless otherwise stated, fees are exclusive of VAT. Where a transaction is processed [On Platform [integrated payment gateway], Netmedia may collect its fee via deduction at settlement (application fee). For Off-Platform Payments, Netmedia will invoice Customers monthly in arrears based on the Net Transaction Value recorded or reported for that period.
- 10.5 Fees not contingent on collection: Netmedia's platform transaction fees are payable for each Eligible Transaction, whether the End User pays via an integrated gateway or an Alternative Payment Method, and irrespective of whether the Customer ultimately collects from the End User, save for transactions fully voided on the same business day and subject to the refund/adjustment rules in this Clause.
- 10.6 Settlement or invoicing: Where supported by the Payment Processor, the parties hereby irrevocably authorise deduction of Netmedia's platform transaction fee from settlement (application fee), with the net amount remitted to the Customer. For Off-Platform Payments, Netmedia will invoice monthly in arrears based on the Net Transaction Value recorded or reported for that period.
- 10.7 Timing & adjustments: Fees accrue (a) on receipt of funds for gateway or Off-Platform Payments, or (b) 30 days after the service date, whichever occurs first. Full same-day voids attract no fee; partial refunds credit proportionally on the next invoice.
- 10.8 Anti-avoidance: The Customer shall not route payments outside integrated gateways with the purpose of avoiding platform fees. Where Eligible Transactions are settled via an APM or otherwise off-gateway, the platform fee remains payable as if processed on-gateway, calculated on the Net Transaction Value.
- 10.9 Fee changes: Netmedia may vary platform transaction fees on 30 days' written notice. The then-current Pricing Schedule will apply to transactions occurring after the effective date of the change.
- 10.10 Disputes: Any dispute regarding Off-Platform Payment fee calculations must be raised within 30 days of invoice. The parties will cooperate in good faith to resolve discrepancies; undisputed amounts remain payable.
- 10.11 Book Now, Pay Later and voucher flows: Where the Customer enables "book now, pay later" or voucher-based payments, the platform transaction fee applies only when the corresponding payment is received and posted in the platform and not at the time of booking.

11 Termination of Contract and Consequences thereof

Subject always to the terms of this clause 11 either party shall be entitled to terminate this agreement on any anniversary of the date of commencement of this agreement by giving the other party 60 days written notice prior to any anniversary of the commencement of the agreement, to enable the other party to make adequate alternative arrangements. The exceptions are either where one party alleges a fundamental breach of contract by the other party, in which event only 24 hours' notice need be given or where there is a failure to agree a variation in the level of Charges and Payments due which would require the timetable detailed in Clause 10 to be invoked.

Where you have committed a breach of contract and we decide that it is not sufficiently material to merit us serving a Notice of Default and then terminating the Agreement, we may nonetheless serve a Notice of Default requiring you either to cease the activity which we consider to be in breach of this Agreement or to rectify the defect(s) in your

operating system which has led us to consider you to be in breach of this Agreement. In such Notice of Default, where we decide not to terminate this Agreement, we will not only give you a time limit within which to rectify the defect, but we may intimate that we are withholding further services from you until the breach or non-compliance has been cured to our satisfaction. Said time limit will be not less than twenty-four hours and not more than seven days, (except in exceptional circumstances and at our discretion).

Where we choose to terminate this agreement following on us serving any Notice of Default upon you, you accept that you will have no right to cure such defect or breach of contract.

You expressly waive any statutory rights or legal protection, which are at variance with this clause.

Where either of us terminate this Agreement for whatever reason, we shall be entitled to delete any and all information contained on our servers (subject to statutory, regulatory or backup retention obligations) including but not limited to all mailing and sales lists, order processing lists and materials, lists of orders and sales and where relevant, all web-pages created by or for you.

In the event of this Agreement being terminated for whatever reason, any Charges, which have been incurred by you to us, prior to the termination of the Agreement, shall remain due and payable and we shall be entitled to exercise all means of legal recovery permitted by the Law of Scotland. In the event of us being in possession of money or payments due to you at the date of termination of this Agreement, we shall be entitled and you expressly consent to us deducting from any sum remitted to you thereafter all sums due to us by way of Charges.

Notwithstanding that this Agreement may be terminated by either of us, the provisions of Clauses 3,6,8,9,10,11 and 12 shall remain in full force and effect.

Where either party alleges a material or fundamental breach of contract by the other or where the parties otherwise come into dispute, in addition to all other rights and remedies available to them under the terms of this agreement, either party may submit their dispute either to Arbitration or Alternative Dispute Resolution. In such case, the parties shall agree upon the appointment of an Arbiter or an A.D.R. advisor who shall be entitled to set forth the procedure to be followed in resolving the dispute and the decision of whom shall be binding upon both parties including as to expenses. In the event of the parties being unable to agree upon the appointment of an Arbiter or an A.D.R. advisor, then such individual shall be appointed by Institute of Arbiters. The parties to this agreement prorogate the jurisdiction of the Scottish Courts.

In the event of this Agreement being terminated, for any reason, the Customer may request in writing that Netmedia deletes or returns any personal data held by Netmedia on behalf of the Customer.

12 Confidentiality, Breach of Trust, Data Protection and Intellectual Property

Both parties agree to recognise and respect the confidentiality of the trading methods and procedures of the other and not to divulge or otherwise reveal to any third party such confidential details, including but not limited to, all and any design of hardware or software or other equipment, technical or commercial information including all trading processes and procedures and generally any item which might reasonably come within any definition of Intellectual Property, whether the subject of registered copyright or not and generally all business and commercial practices used by either party. Neither party shall disclose to any third party, any trading or other information which one discloses to the other and neither party shall seek to solicit any employee from the other or engage any former employee of the other within a period of 12 months from the termination of the said employee's contract, except with the prior written consent of the other party.

Netmedia will process personal data received in accordance with UK GDPR and the Data Protection Act 2018, and Netmedia's Privacy Notice (<https://parents-booking.com/privacy>). For Customer data processed in delivering the Services, the Customer is the Controller and Netmedia is the Processor. Netmedia may act as a Controller for its own business operations (e.g., billing, account management, service analytics) under its Privacy Notice. The Customer confirms that the personal data which is transferred to Netmedia is done so in accordance with a lawful basis. Netmedia will assist with data subject requests relating to Customer data; the Customer remains responsible for verifying the requester's identity.

The intellectual property rights owned by Netmedia, which facilitates the Services belongs to Netmedia Limited. No reproduction of this intellectual property, or any of the software code, methods or mechanisms which dictate how

the product works, its functionality or its features may be copied or reproduced by the Customer or any third party, either during or outwith a contractual agreement period. In plain speak, customers or trialists may not use their time as a subscriber or tester to learn and copy how the product works. Parents Booking's intellectual property is owned by Netmedia and can only be purchased. Any attempt made by Customers to copy our product for their own purposes will be prosecuted using UK or international law and courts.

As your technology service provider we will retain your data in line with the data retention period set out in Term 4 of our [Privacy Statement](#). The reason we do this is that we act on behalf of Customers across the span of their contracts and provide the Services to them over an extended period of time. In the event of your wishing to exercise your right of erasure we will be happy to delete your data if the minimum retention period which we have identified has been exceeded.

You consent to the destruction, without further warning, of all physical files and papers on expiry of the minimum data retention period, from completion of the Services provided to you or carried out on your behalf, whichever is the later.

If you wish to exercise your right of erasure we will be pleased to comply with your request provided the last provision of Services to you or work done on your behalf has exceeded our minimum retention period. If you wish to exercise your right of erasure you must write to us to advise us of this (we will not accept such instructions verbally or by email or telephone). Your instructions to us must also be signed by your authorised signatories to confirm your intention formally.

Third-party Identity Providers (SSO): Parents Booking supports single sign-on (SSO) via third-party Identity Providers (e.g., Apple, Microsoft, Google, School-managed IdPs). Each such provider acts as an independent controller for authentication. Parents Booking receives only the minimum identity attributes required to create or match an account (e.g., subject identifier, email) and does not send personal data to the Identity Provider for matching. For the avoidance of doubt, these third parties are not sub-processors.

Sub-processor changes: Netmedia may add or replace Sub-processors. Netmedia will maintain an up-to-date list (Schedule B) and will notify the Customer at least 30 days in advance of any material change. The Customer may object on reasonable grounds related to data protection; if no resolution is possible, the Customer may terminate the affected Services on written notice before the change takes effect.

For the purposes of End User payments, the Payment Processor acts as an independent controller or processor (as determined by its own terms). Netmedia shall not process cardholder data and shall not be responsible for the Payment Processor's compliance with PCI-DSS.

Netmedia, as processor to the Customer, generates invoices/credits in the Customer's name and processes End User contact/booking data solely to provide the Services, in accordance with Data Protection Legislation and the parties' data processing arrangements.

13 Variation and Terms of Agreement

These Terms and Conditions may be varied by Netmedia Limited from time to time to reflect changes in working practice and commercial and technological change. In accordance with normal commercial practice, any notices or correspondence of a formal nature require to be served by one upon the other in writing to the Registered Office of the other party, by 1st class Recorded Delivery or Registered Post mail and that delivery will be deemed to be on the next working day, defined as Monday to Friday inclusive and excluding Public holidays, after the date of the certificate of posting. This does not of course preclude the parties corresponding on important matters by e-mail, but to have legal effect, the aforementioned means of intimation shall be required and will not be deemed to have taken effect until so intimated and received. This agreement is personal to the parties and as such you may not, without our prior written consent, assign, transfer or otherwise dispose of your rights, interests and obligations under this agreement. Nothing in this clause shall however prevent us from utilising the services of sub-contractors in accordance with Clause 6. An assignation shall not ordinarily be deemed to have occurred where you have undertaken an amalgamation, company reconstitution or change of name, but may do where you become a holding or subsidiary company of another party. Where any Scottish court subsequently declares any term, expression, sentence or clause in this agreement unenforceable, then notwithstanding it's deletion; the remainder of this agreement shall in all other respects remain in full force and effect as though the offending term, expression, sentence or clause had never been written.

14 Acts of God and other Exclusions

Where either party is prevented from fulfilling its obligations in terms of this agreement by any of the excepted risks or flood, earthquake, storm damage, electricity, telephonic or other power or utility service interruption, war, government or local government order, regulation or law or other Act of God or action of any third party out with its control, that party shall incur no penalty or liability either to the other party or any client of the other party as a consequence of its failure to perform the terms of this agreement.

In addition to the exclusions stipulated in the preceding paragraph, we shall not incur liability to you for any losses or damages arising either directly or indirectly as a consequence of our failure to perform the terms of this agreement, nor shall we be liable for any special, consequential, incidental, remote, punitive or third party losses or damages, regardless of whether these arise as a result of any breach of warranty or contract, negligence or strict liability on our part or of anyone acting on our behalf in the provision of services under this agreement, except where otherwise specifically provided for elsewhere in this agreement.

In any circumstances where the law applying in the Legal Jurisdiction of either of us does not permit exclusion of liability, even by contractual agreement, in all circumstances, the total value of any claim which you may have will not exceed the total of all Charges you have paid to us during the period throughout which this Agreement has been in force and operation.

Netmedia shall not be liable for any unavailability, delay, error or loss arising from the acts or omissions of Payment Processors or other third-party providers (including settlement delays, chargebacks, fraud screening, account holds or KYC/AML reviews), provided that Netmedia has acted with reasonable skill and care in integrating with such providers.

(Terms and Conditions last updated 17th November 2025)

Schedule A - Modules

Parents Booking is a software as a service (SaaS) which provides its functionality in different modules. Not all Customers use all modules.

The available modules are:

Parents Booking 'core': Customers can import their students, parents, teachers and classes into Parents Booking, and can set up parents' evenings or similar parent-teacher type meetings. The core functionality is a premium parents' evening scheduling tool which provides a comprehensive level of functionality for schools' parents' evenings requirements.

Video Module: The Video Module automatically creates integrated, timed video meetings for users to join, based on the scheduling undertaken through the 'core' module.

Events and Clubs Module: The Events and Clubs module allows Customers to create events and clubs, which either take payments up-front, or allow parents to pay later, or can facilitate bookings which do not require a payment. Clubs can be first come, first served, or set up to have parents request places which the Customer later approves. The distinction between events and clubs is that parents book events for tickets or places for themselves, while clubs are booked for specific students. For the avoidance of doubt, the Customer sets the pricing and rules that are in use for Events/Clubs.

Wraparound Module: The Wraparound Module allows Customers to set up complex clubs (such as breakfast and after-school clubs) which are likely to have a different attendance each day. Wraparounds either take payments up-front, or allow parents to pay later, or can facilitate bookings which do not require a payment. 'Extras' such as lunches, busses and snacks can be added for parents to book on selected dates. Discounts, advanced pricing, vouchers and manual credits can all be set up for use by parents and Customers to manage payments and charges. For the avoidance of doubt, the Customer sets the pricing and rules that are in use for Wraparounds.

Schedule B – Sub-Processors:

Parents Booking employs the following sub-processors:

Amazon Web Services EMEA SARL (and relevant AWS affiliates)

- Scope of processing: Cloud hosting of the Parents Booking application, databases, object storage, logs and encrypted backups.
- Territory: EU (Ireland) – AWS Region eu-west-1 (Dublin)

Amazon Simple Email Service (SES)

- Scope of processing: Service emails (invites/confirmations/reminders) to Users. DKIM/SPF/DMARC configured; bounce/complaint handling
- Territory: EU (Ireland) – AWS Region eu-west-1 (Dublin)

Twilio

- Scope of processing: Twilio Programmable Video for video meetings and Verify for one-time pass codes.
- Territory: Video (media/signalling) routed to EU where feasible (Ireland/Germany) under Twilio's regional settings; global routing may occur for performance. Safeguards: DPF/IDTA as applicable

Schedule C – Third-Party Services (Independent Controllers)

Parents Booking integrates with following payment providers, by use of an API integration whereby End Users can facilitate payments.

Stripe Payments Europe, Limited and Stripe Payments UK, Ltd (Stripe group, incl. affiliates such as Stripe, Inc.).

- Scope of processing: Payment processing for End User transactions. Card data provided directly to Stripe; Parents Booking receives only tokens/statuses.
- Territory: Primary contracting entities in Ireland/UK; some processing may occur in the US and other locations by Stripe affiliates under Stripe's DPA and Data Transfers Addendum.
- International transfers rely on the UK-US Data Bridge (DPF) where applicable; otherwise on the IDTA/UK Addendum to the EU SCCs, with encryption and access controls as supplementary measures.

HMRC (UK Government)

- Scope of processing: Payment processing for End User transactions through the HMRC Tax-Free Childcare API. Parents Booking receives only tokens/statuses.
- Territory: Primary contracting entities in the UK.

PayPal (Europe) S.à r.l. et Cie, S.C.A.: Payment processing; same territory/safeguard framing.

- Scope of processing: Payment processing for End User transactions. Card data provided directly to PayPal; Parents Booking receives only tokens/statuses.
- Territory: Primary contracting entities in Luxembourg; some processing may occur in the US and other locations by PayPal affiliates under PayPal's DPA and Data Transfers Addendum.
- International transfers rely on the UK-US Data Bridge (DPF) where applicable; otherwise on the IDTA/UK Addendum to the EU SCCs, with encryption and access controls as supplementary measures.

ParentPay Limited: Payment processing; UK/EEA processing.

- Scope of processing: Payment processing for End User transactions. Card data provided directly to ParentPay; Parents Booking receives only tokens/statuses.
- Territory: Primary contracting entities in UK/EEA.