

Little Starts Terms of Service for Activity Providers

1. These Terms

These Little Starts Terms of Service for Activity Providers ("Activity Provider Terms") are a legal agreement between you (being the company or partnership you have notified us of as operating Your Activities (as defined below) and where no such company or partnership has been so notified, the natural person operating Your Activities) ("You", or "Your" shall be construed accordingly) and Little Starts Gift Cards Limited (company registration no. 15960758), whose registered address is Oculis House Suite 13, Eddystone Road, Southampton, Hampshire SO40 3SA, trading as "Little Starts" ("Us", "We" or "Our" shall be construed accordingly).

These are the terms upon which We agree to work with You as an activity provider with whom Little Starts physical gift cards and electronic vouchers (together "Vouchers") may be spent. By ticking the box on the Activity Provider sign up page of the Little Starts website, You are confirming that You have read, understood and accepted the Activity Provider Terms.

'Your Activities' for the purpose of these Activity Provider Terms shall mean the public classes You operate for parents-to-be, parents, carers and/or children aged 0-5 and any merchandise You sell which is functionally connected to such classes.

2. The Little Starts Service

1. The Little Starts service comprises the promotion of Your brand and Your Activities in accordance with these terms (the "Services"). In delivering the Services We will:
 1. advertise Your brand and Your Activities on Our website (www.littlestartsgiftcards.com);
 2. sell Vouchers that can be used by customers to pay for classes and functionally connected merchandise delivered by You or other third parties advertised on Our website; and
 3. advertise Your brand and Your Activities in such other form and media as We determine in order to promote Your brand, Your Activities and the Vouchers.
2. You agree to (i) be advertised as an organisation who accepts Vouchers as payment for Your Activities, in all materials (whether hard, electronic, online or otherwise) used in the delivery of the Services; and (ii) accept Vouchers from customers as payment for Your Activities.
3. You accept that all matters relating to delivery of the Services are at Our complete discretion (including whether We deliver the Services at all) and that We are under no obligation to ensure any minimum level of business is placed with You by customers as a result of the delivery (or non-delivery) of the Services.
4. You are advised to keep a copy of these Activity Provider Terms for Your future reference.

3. Account

1. In order to access the Services and redeem Vouchers received from customers for payment by Us, You will need to log in to Your Little Starts account via the Little Starts activity provider portal ("Portal") using Your email address and unique password. You agree to keep such login and account details confidential and secure.
2. You may give other people access to Your Little Starts account in the Portal for the purpose of amending Your class listings, updating Your details, responding to customer enquiries, dealing with finance queries and redeeming Vouchers on Your behalf by adding them as additional Users on Your account. Where You do so, You do this at Your own risk and shall ensure that such persons keep their login and account details confidential and secure. You can control which areas of Your Little Starts account users are able to amend/manage via the permissions attributed to their profile.
3. You accept that We shall have no liability for any losses You incur where You have provided third parties (including employees) with access to Your Little Starts account, nor where Your login and account details have not been kept confidential and secure in accordance with clauses 3(1) and 3(2) above.

4. Changes to the Services and these Activity Provider Terms

1. We reserve the right to alter the Services, Vouchers, Portal or any other aspect of Our business at any time. We will give You reasonable notice of any material changes.
2. We may need to change these Activity Provider Terms for legal or business reasons, and We will give You notice by emailing You using the email address You notify Us of from time to time.

5. Your promises to Us

1. You promise that:
 1. You will add and maintain up-to-date details for Your Activities via the Portal and, on request, provide Us with details of Your Activities' dates, times, contacts, pricing, locations and any other details reasonably requested, in order to ensure that the details for Your Activities are correct and up-to-date on the Little Starts website and in other materials utilised in the delivery of the Services. You will ensure that all information and details provided by You to Us (whether via the Portal or otherwise) are true, accurate and up to date in all respects at all times, and will notify Us in advance of any changes to these details (including changes to Your logo or activity description). You accept that We will not be able to deliver the Services in respect of Your Activities where You have not added class details via the Portal or provided information We have requested to add or maintain Your listings. Once You have provided these details, We will make the relevant updates as soon as is reasonably practicable;
 2. You will add and maintain up to date contact, billing and payment information in respect of Your Activities in Your account at all times;
 3. You are not restricted in any way from entering into this agreement or accepting the Vouchers as payment for Your Activities;
 4. You have the right and all necessary approvals, permissions and licenses to permit Us to use Your Activity brand logo, trademark and all content provided to Us for use in the Services and confirm that We can use this in any media without any payment or obligation to You or anyone else;
 5. You will not cause Us to infringe the rights of any third party or breach any applicable law or regulation;
 6. You have the express permission of any person included in any images or videos You provide to Us to Our use of such images or videos to promote Your Activities;
 7. You have the express permission of the guardian of any person aged under 18 featured in any images or videos You provide to Us to Our use of such images or videos to promote Your Activities and You have complied with all laws and regulations in obtaining such images and/or videos, including obtaining licenses where required;
 8. if You (or the franchisor of Your Activities where applicable) have any terms and conditions that apply to Your Activities, You will ensure that these terms are provided to customers booking Your Activities;
 9. You will use best endeavours to work with Us to promote the Vouchers, which promotional activities will be agreed with Us in advance and may include handing out fliers We provide to You in the delivery of Your Activities, posting social media updates, sending emails to Your current, past and future customers, providing information about You, Your team and Your Activities to enable Us to promote You and/or putting Our logo and information about the Vouchers on Your website;
 10. You will not to do anything to bring Us or the Little Starts brand into disrepute;
 11. You have completed a risk assessment in respect of Your Activities, have appropriate safeguarding policies and procedures in place and all members of staff engaged with the delivery of Your Activities have up to date DBS checks completed, are appropriately monitored/supervised and have completed appropriate first aid training. You have in place suitable insurance in respect of any losses a customer (or their child(ren)) suffer(s) as a result of participating in Your Activities. You agree to indemnify Us in respect of any liabilities, losses, costs (including legal costs), expenses and damages We suffer, as a result of proceedings being brought (or threatened to be brought) against Us in relation to Your Activities. You will provide Us with a copy of Your insurance certificate, policies, risk assessments, and DBS checks on request;
 12. You will accept Vouchers from customers as payment (in full or in part) for Your Activities wherever You have a space for that customer (and/or their child(ren) as applicable) to participate in such activity. Failure to accept a Voucher where You have a space, will constitute a material breach of these terms enabling Us to terminate Our agreement with You. You further agree that if for any reason We have to compensate a customer because You do not accept their Voucher, We can at Our absolute discretion refund the customer their Voucher value and either (i) deduct the amount

We have refunded from future payments to be made to You; or (ii) seek reimbursement of that amount directly from You;

13. You will not accept Vouchers as payment for anything other than Your Activities. You accept that We may refuse payment in the event that You accept Vouchers as payment for anything other than these items;
 14. if You decide to cease trading, You will notify Us at Your earliest convenience and with a minimum of three months' notice in order that We may remove Your branding and activity information from Our website and materials used in the delivery of the Services.
2. If You breach any of Your promises in section 5.1 above, or any other promises made by You in these Activity Provider Terms, You agree to compensate Us for any losses We suffer as a direct result.

6. Security

1. While We take reasonable steps to ensure that the Portal is reasonably secure, You acknowledge and agree that internet transmissions are never completely private or secure. You understand that any information You send in connection with the Services may be read or intercepted by others.
2. Please note that where We include links in the delivery of the Services to the applications, websites or services of third parties, We are not responsible for the privacy practices of such third parties, or the way they handle any personal information they collect about You. You should ensure You read their privacy policies carefully before using these third party websites or services.

7. Payments and Your right to use the Little Starts Portal

1. In consideration for the provision of the Services, You agree to pay Us a fee of 20% plus VAT at the applicable rate of the value of all Voucher amounts redeemed by customers with You by way of commission, for example, if a customer spends £20 using a Voucher/Vouchers with You, Our commission will be £4 plus VAT at the applicable rate (the "Little Starts Fee"). No fees will be due to Us for any customer spend in excess of Voucher amounts spent with You.
2. When You receive Voucher details from a customer by way of payment towards Your Activities' charges, You must redeem the Voucher(s) to the value the customer has specified with Us via the Portal (subject to sufficient funds being available on the Voucher), or in such other way as We notify You in writing from time to time. We will deduct the Little Starts Fee from the Voucher spend at source and pay the balance of the Voucher spend the customer has specified ("Balance") to You in accordance with 7.4 below. You acknowledge and agree that We shall be under no obligation to make any payments to You in respect of any Vouchers unless such Vouchers have been redeemed in accordance with this clause.
3. Wherever possible, if a customer is using a Voucher to pay for Your Activities, You should redeem it in advance of Your Activities commencing. If You allow a customer to take part in Your Activities prior to redeeming a Voucher, You do so entirely at Your own risk. You accept that We will not be liable for payment in respect of any Voucher where You have not redeemed the Voucher in advance and subsequently find that there is not sufficient value on the Voucher to cover the charges for Your Activities.
4. Subject to clause 7 (9), We will pay You the Balance in respect of Vouchers redeemed by You within 14 days of redemption (or on the next working day where day 14 falls on a weekend, bank or public holiday).
5. You accept that if there is not sufficient money on the Voucher to meet the value the customer has specified, or if any additional payment is required to be made by the customer in excess of such value in order to satisfy Your Activities' charges, it will be Your responsibility to liaise with the customer to satisfy any outstanding payment to confirm a booking.
6. In the event that (i) You cancel an activity/class due to unforeseen circumstances (for example due to adverse weather conditions, a class leader's illness, or You cease trading); or (ii) a customer cancels their attendance at Your Activities; and a refund or re-booking is due in accordance with Your terms and conditions, You will firstly offer the customer an alternative date/time to attend Your Activities without further charge. Where it is not possible for the customer to attend an alternative date/time, and payment of all or part of Your Activities' charges has been made using a Voucher, You will notify Us in writing of the customer's name, email address, Voucher code, total activity charge and Voucher spend redeemed and We will refund the charge for the cancelled activity to the extent it was paid for using the Voucher, to the customer's Voucher, to enable them to book an alternative date/activity. Where a Voucher was used to pay towards a term fee for Your Activities, the Voucher spend redeemed shall always be considered to have been used first as payment ie If Your term fee is £60 for 10 classes and a customer has redeemed a £20 Voucher, paying You the remaining £40 directly, You then cancel 2 classes, it shall be Your responsibility to refund the customer the £12 paid for the two cancelled classes directly, as the £20 Voucher

spend shall be considered redeemed for classes already provided. If however 8 classes were cancelled in the same scenario, You will refund the Customer £40 and We will refund the Customer £8 (being Your £60 term fee – the amount paid directly to You - £12 Voucher spend redeemed for classes provided). Any sums paid to You by Us for Your Activities which are subsequently cancelled and not replaced, shall be refunded by You to Us directly, or set-off against future sums payable to You, at Our sole discretion.

7. In consideration for complying with the Activity Provider Terms and in particular for Your promotion or purchase of the Vouchers Yourself, We will also pay You a fee wherever a customer identifies at the point of purchasing a Voucher on the Little Starts website, having heard about the Vouchers from You, in accordance with the following (“Activity Provider Fee”):

10% of the value of the Voucher(s) purchased to a maximum of £5 per Voucher

8. Subject to clause 7 (9), We will pay You the Activity Provider Fee in relation to Vouchers purchased within 1 month of their purchase.
9. It is Your responsibility at all times to ensure that Your billing and payment details have been added and are up to date in Your account via the Portal to facilitate payments being made to You. You acknowledge and agree that We shall be under no obligation to make any payments to You in respect of any Vouchers You have redeemed nor Activity Provider Fees due within the timescales specified 7 (4) and 7 (8) where You have not added or maintained Your billing and payment details.
10. We may agree to pay You additional fees from time to time. The terms of such fees will be set out in a separate written agreement between You and Us.
11. In consideration for You complying with the Activity Provider Terms, We also grant You (and any users You add to Your Little Starts account), at Our discretion, a revocable, non-transferable and non-exclusive licence to access and use the Portal in order for You to add and maintain the listings for Your Activities on the Little Starts website, view and respond to customer enquiries about Your classes, redeem Vouchers for payment by Us and maintain your contact, billing and payment details.
12. You acknowledge that Your use of the Portal grants You no rights in or to the Portal, or any of Our intellectual property rights (including copyright, trademarks and patents) other than the right to use the Portal in accordance with these Activity Provider Terms.

8. Restrictions on Your use of the Little Starts Service

1. You agree:
 1. not to copy the Portal, Vouchers, (or any part of any of them) except where such copying is incidental to Your use of them in accordance with the Activity Provider Terms;
 2. not to make alterations to, or modifications of, the whole or any part of the Services or the Portal, or permit or any part of it to be combined with, or become incorporated in, any other programs;
 3. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Services and/or the Portal;
 4. not to remove, modify, alter or use any copyrighted material, brand, trademark or logo owned by Us, or otherwise do anything which may be seen to take unfair advantage of Our reputation and goodwill or could be considered an infringement of any of the intellectual property rights owned and/or licensed to Us, without first obtaining Our written permission;
 5. not to create alternative servers for use with the Little Starts Portal;
 6. not to rely on the accuracy of any data provided to You, as part of the Services, the Portal or any other services We provide to You;
 7. not to use or create software which automatically interacts with the Little Starts Portal, such that the level of user interaction required is less than would be required without that software (except to the extent required for web accessibility purposes);
 8. not to do anything which may disrupt, damage, or impair the Little Starts Portal (or any part thereof), or prevent other users from using any part of the Little Starts Portal;
 9. not to intercept or modify the communications between the Little Starts Portal and Our servers;
 10. not to deliberately exploit any bugs You find in the Little Starts Portal;

11. not to distribute viruses or any other technologies that may harm Us or the interests of any other users of the Little Starts Portal, or otherwise interfere with or disrupt Our systems;
12. not to use the Little Starts Portal for any illegal or unlawful purpose; and
13. not to provide or otherwise make available the Little Starts Portal in whole or in part (including any object and source code), in any form to any person without prior written consent from Us.

9. Term and termination of this agreement

1. This agreement shall commence on the date that You tick to confirm acceptance of these Activity Provider Terms and shall continue in full force and effect, until terminated in accordance with this clause 9.
2. Either party may terminate this Agreement by giving the other party a minimum of three months' written notice to expire on:
 1. The first anniversary of the date You have ticked to confirm acceptance of these terms and conditions ("Start Date"); or
 2. The third anniversary of the Start Date; or
 3. Any subsequent anniversary of the Start Date following the third anniversary of the Start Date.
3. You agree that where this agreement terminates, You will honour any bookings made in advance of such termination that have been paid for with Vouchers. In the event that any of Your Activities are at any point to be delivered by a different provider in Your place (for example as a result of sale of an area), You will ensure that such subsequent provider honours any bookings made with You using a Voucher. We will pay You (or where You notify Us otherwise pay the new provider) any payments due pursuant to any such bookings.
4. You acknowledge that Your use of the Portal and Your status as a Little Starts activity provider with whom Vouchers may be used, is subject to Our discretion and We may, in the event of Your breach of the Activity Provider Terms, or for any other reason which We reasonably determine, at Our sole discretion, withdraw Your rights to be a participating Little Starts activity provider and use of the Portal, and terminate this Agreement with You, on the provision of written notice with immediate effect. You also acknowledge that We have the right to remove any content on the Little Starts website and on other materials used in the Services at any point. We have sole discretion in deciding which content and listings should be published on the Little Starts website and associated materials used in the Services and We are under no obligation to publish any content and/or listings in any form or at all.

10. Use of Your Intellectual Property and that which is licensed to You

1. You grant or shall procure the direct grant to: (a) Us and Our group companies a non-exclusive, royalty-free and fully sublicensable and transferable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content or information as You have provided to Us and/or We have agreed to display (including for the avoidance of doubt Your Activity brand name and trademark) throughout the world, whether on a commercial or non-commercial basis, in any media; and (b) Us, Our sublicensees and transferees the right to use Your Activity name and brand trademark in connection with such information, if We or Our group companies should choose to do so.
2. You agree that the rights You grant above are irrevocable during the entire period of protection of Your intellectual property rights associated with such information. To the extent permitted by law, You agree to waive Your right to be identified as the author of such content and Your right to object to derogatory treatment of such content and Listing. You agree to perform all further acts necessary to perfect any of the above rights granted by You to Us including the execution of deeds and documents, at Our request and cost.

11. Your legal rights and the limits on Our liability to You

1. We accept liability for death or personal injury caused by Our negligence or that of Our employees and agents. We also accept liability for fraud and fraudulent misrepresentation by Us or Our employees or agents.
2. The Little Starts website may include links to third party websites. We accept no responsibility for the availability, suitability, reliability or content of such third party websites and We do not necessarily endorse the views expressed within them.
3. If We breach these Activity Provider Terms, We shall only be liable for losses which are a reasonably foreseeable consequence of such a breach up to the greater of: (i) the amount of Little Starts Fees deducted by Us from Voucher

redemptions made by You in the preceding 3 months; and (ii) £100. "Foreseeable" means that the losses could have been reasonably contemplated by You and Us at the time of entering into these Activity Provider Terms.

4. We are not responsible for: (i) losses not caused by Our breach; (ii) indirect losses which means loss to You which is a side effect of the main loss or damage and where You and We could not have reasonably anticipated that type of loss arising at the time of entering into the Activity Provider Terms; (iii) any loss arising as a result of the accuracy, timeliness, completeness or usefulness of any information; or (iv) failure to provide the Services or to meet any of Our obligations under the Activity Provider Terms where such failure is due to events beyond Our control (for example a network failure).
5. You have certain rights under the law. Nothing in the Activity Provider Terms (including in this section 11) is intended to or will affect Your statutory rights. Save as expressly set out in these Activity Provider Terms, all conditions, representations, warranties, undertakings or other terms whether express or implied, statutory or otherwise are excluded from these Activity Provider Terms to the fullest extent permitted by law.

12. Remedy

1. If You breach the Activity Provider Terms, then (without limiting any other remedy We may have), We may at Our sole discretion remove Your status as a Little Starts activity provider with whom Vouchers may be spent, stop providing the Services to You, disable, partially disable, modify, or delete any or all of Your accounts, block Your IP address or device from accessing the Little Starts Portal, or in any other lawful way partially or fully restrict Your access to the Little Starts Portal and the Services.
2. You also agree to compensate Us and keep Us compensated for any loss We suffer (including financial or reputational loss) howsoever arising, as a result of Your breach of any of the Activity Provider Terms.

13. Availability of the Little Starts Portal and website

1. Whilst We use reasonable efforts to provide a reliable service and software, We do not and cannot guarantee that the Little Starts Portal and website will be available 100% of the time. All software may contain bugs, and all hardware can suffer failures. You also acknowledge that failures, defects or other issues which have a detrimental effect on the Services and website may occur due to events beyond Our reasonable control. In the event that the Little Starts Portal and/or Little Starts website become unavailable for any significant period of time, We will advise You of the manual steps to be taken to ensure Vouchers can be redeemed whilst any technical issues are being resolved.

14. Confidentiality

1. You shall not at any time disclose to any person any confidential information (which without limitation shall include information relating to the Little Starts Fee on and the Activity Provider Fees set out in this Agreement) concerning Our business, affairs, customers, clients or suppliers, except as permitted by this clause. You may provide Our confidential information (i) to Your employees, officers, representatives or advisers who need to know such information for the purposes of exercising Your rights or carrying out Your obligations under or in connection with this agreement. You shall ensure that Your employees, officers, representatives or advisers to whom You disclose Our confidential information comply with this clause; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15. Rights of third parties

1. The Activity Provider Terms are not intended to give rights to anyone except You and Us.
2. You agree that when payment is made by a customer for Your Activities, whether using a Voucher or otherwise, a contract is entered into directly between You and the customer for the provision of Your Activities and We shall not be a party to that contract.

16. Assignment

1. You acknowledge that We may transfer Our rights under the Activity Provider Terms (and any related claims) to any third party without having to obtain Your prior consent.

17. No waiver of legal rights

1. If You breach the Activity Provider Terms and We take no action against You, We will still be entitled to use Our rights and remedies in any other situation where You breach the Activity Provider Terms.

18. Entire Agreement

1. The Activity Provider Terms constitute all terms agreed upon between You and Us and supersede any prior agreements in relation to the Services. You represent that You have not accepted the Activity Provider Terms in reliance on any oral or written representations made by Us that are not contained in the Activity Provider Terms.
2. You acknowledge that Your appointment as a Little Starts activity provider with whom Vouchers may be redeemed is also subject to applicable law.

19. Validity

1. If any part of the Activity Provider Terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

20. Disputes

1. These conditions are governed by and construed in accordance with English law. We both agree to submit to the exclusive jurisdiction of the English courts.