

Jigsaw Babysitting Terms of Business



TERMS OF BUSINESS

These Terms of Business set out the terms and conditions for Our Services supplied to you.

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Babysitter: the babysitter We have organised to provide the babysitting service

Event Outside Our Control: is defined in clause 8.2;

Registration: your registration for the Services as set out on the website page www.jigsawbabysitting.co.uk/parents-register

Order: your order for the Services as set out on the website page www.jigsawbabysitting.co.uk/book-a-sitter

Services: the babysitting services that We are providing to you as set out in the Order;

Terms: the terms and conditions set out in this document; and

We/Our/Us: Jigsaw Childcare Richmond Ltd a company incorporated and registered in England and Wales with company number 09475293 whose registered office is at 40 Grena Road, Richmond, TW9 1XS.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions by which We supply Services to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on your Registration and in these Terms (which govern Registration and Orders) are complete and accurate, before you submit your Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Services. Our acceptance of the Order will take place as described in

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clause 2.4. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Order.

- 2.4 These Terms will become binding on you and Us when We contact you that We are able to provide you with the Services, which We will also confirm in writing to you, at which point a contract will come into existence between you and Us.
- 2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.
- 2.6 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

3. CHANGES TO ORDER OR TERMS

- 3.1 We may revise these Terms from time to time in the following circumstances:
- (a) changes in relevant laws and regulatory requirements; or
 - (b) changes to the procedure for organising the Services for You.
- 3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 9.
- 3.3 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 9.

4. PROVIDING SERVICES

- 4.1 We will supply the Services to you from the agreed date set out in Our acceptance of your Order.
- 4.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 8 for Our responsibilities when an Event Outside Our Control happens.
- 4.3 We will need certain information from you that is necessary for Us to provide the Services, for example, your name, address, email address, telephone number, details of the number and age of your children. This will be requested as part of your

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registration with the agency. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 4.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.

4.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 4.4 but this does not affect your obligation to pay for any invoices We have already sent you.

4.5 If you do not pay Us or the babysitter for the Services when you are supposed to as set out in clause 6.3, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 6.5). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 6.4.

5. IF THERE IS A PROBLEM WITH THE SERVICES

5.1 In the unlikely event that there is any defect with the Services:

- (a) please contact Us and tell Us as soon as reasonably possible; and
- (b) please give Us a reasonable opportunity to repair or fix any defect; and

5.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6. PRICE AND PAYMENT

6.1 The price of the Services will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.

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- 6.2 These prices include VAT which will be added when it is correct and appropriate. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect,
- 6.3 Where We are providing Services to you, We will ask you to pay the booking fee per Order in advance. Quarterly registration fees will renew automatically until such time as you cancel (clause 9.3). Babysitter fees are to be paid to the babysitter on the night. We may invoice you for other Services on or any time after We have performed the Services. You must pay each invoice in cleared monies within 7 calendar days at the date of invoice by bank transfer or PayPal. Your rights to a refund on cancellation are set out in clause 9.
- 6.4 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 6.5 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 6.4 will not apply for the period of the dispute.
- 7. OUR LIABILITY TO YOU**
- 7.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 7.2 We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.3 We do not exclude or limit in any way Our liability for:

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- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

7.4 You are responsible for taking all reasonable steps to safeguard the health and safety of the babysitter

7.5 Whilst You are registered with us, You will only make bookings with a Babysitter registered with Us via Us. You agree not to undertake private engagements with these babysitters. If You are found to have breached this clause, your registration will immediately be cancelled without prejudice to any further rights or remedies us may have and accordingly you shall pay us an amount equal to £100. Both You and We agree that this amount represents a genuine estimate of the losses and damages that we will have suffered.

8. EVENTS OUTSIDE OUR CONTROL

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

8.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties or transport delay which delays the provision of Our Services to you, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks].

8.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

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- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

8.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 9. We will only cancel the contract if the Event Outside Our Control continues for longer than 2 weeks in accordance with Our cancellation rights in clause 9.

9. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

9.1 Before We begin to provide the Services, you have the following rights to cancel an Order for Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 3.1 to your material disadvantage:

- (a) You may cancel any Order for Services at any time subject to the provisions of clause 9.1 (c) by contacting Us. We will confirm your cancellation in writing to you.
- (b) If you cancel an Order under clause 9.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- (c) However, if you cancel an Order for Services under clause 9.1(a) and We have already started work on your Order by that time, the booking fee will be non-refundable. In addition, a cancellation fee will be chargeable to you in addition to the Booking Fee if you cancel an Order within 24 hours of an Order, or after 2pm on prior working day for a weekend or Bank Holiday Order. The minimum 3 hour charge will apply if a babysitter is cancelled within 2 hours of the start of the Services. This should be paid directly to the babysitter either by posting a cheque or transferring the money directly online to the babysitter.
- (d) Where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

9.2 Once We have begun to provide the Services to you, you may cancel the contract for future Services at any time by providing Us with at least 30 calendar days' notice in

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writing. Any advance payment you have made for Services that have not been provided will be refunded to you.

- 9.3 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
- (a) We break this contract in any material way and We do not correct or fix the situation within 7 days of you asking Us to in writing;
 - (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
 - (c) We change these Terms under clause 3.1 to your material disadvantage;
 - (d) We are affected by an Event Outside Our Control.

10. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 10.1 If We have to cancel an Order for Services before the Services start:
- (a) We may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
 - (b) If We have to cancel an Order under clause 10.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
 - (c) Where We have already started work on your Order for Services by the time We have to cancel under clause 10.1(a), We will not charge you anything and you will not have to make any payment to Us.
- 10.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- 10.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
- (a) you do not pay Us when you are supposed to as set out in clause 6.3. This does not affect Our right to charge you interest under clause 6.4; or
 - (b) you break the contract in any other material way and you do not correct or fix the situation within 7 days of Us asking you to in writing.

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11. INFORMATION ABOUT US AND HOW TO CONTACT US

- 11.1 Jigsaw Childcare Richmond Ltd is a company incorporated and registered in England and Wales with company number 09475293 whose registered office is at 40 Grena Road, Richmond, TW9 1XS.
- 11.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 020 3633 3957 or by e-mailing Us at stephanie@jigsawbabysitting.co.uk.
- 11.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to us at the above address. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 12.1 We will use the personal information you provide to Us to:
- (a) provide the Services;
 - (b) process your payment for such Services; and
 - (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 12.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
- 12.3 We will not give your personal data to any other third party.

13. OTHER IMPORTANT TERMS

- 13.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 13.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

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- 13.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 13.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.