

RAINBOW AU PAIRS LIMITED

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS”) CAREFULLY. THESE TERMS ARE MADE BETWEEN RAINBOW AU PAIRS LIMITED A COMPANY INCORPORATED IN ENGLAND AND WALES (COMPANY REG: 06808082) (“WE” AND/OR “US”) AND YOU. BY CLICKING THE TICK BOX MARKED “I ACCEPT” AND/OR BY SIGNING THE FAMILY REGISTRATION FORM, YOU CONFIRM YOUR ACCEPTANCE OF THESE TERMS.

1. DEFINITION

The following words and expressions shall have the following meanings:

“**Acceptance**” means a written or oral confirmation of your acceptance of an Au Pair candidate recommended to you by us in accordance with these Terms; and “**Accepted**” shall be construed accordingly;

“**Au Pair**” means an au pair candidate who is registered with us;

“**Contract**” means the contract formed between you and us in accordance with the Terms herein;

“**Family Profile**” means information which relates to your family including without limitation your specific requirements in respect of an Au Pair;

“**Fees**” means the fees for the provision of the Services, details of which are more particularly set out on the Website or otherwise notified to you by us;

“**Initial Period**” shall have the meaning set out in clause 6.3;

“**Letter of Invitation**” means a letter addressed to the Accepted Au Pair confirming his/her placement with you as an Au Pair;

“**Privacy Policy**” means such policy in relation to data protection and privacy as is displayed on the Website from time to time or made available to you upon request; and

“**Reservation Period**” shall have the meaning set out in clause 3.2.1;

“**Services**” means the Au Pair placement services provided to you as set out in clause 3, and any other additional services that we agree to provide to you;

“**Website**” means www.rainbowaupairs.co.uk or any other unique resource locator notified to you by us from time to time.

2. REGISTRATION PROCESS AND COMMENCEMENT OF CONTRACT

2.1 In order for you to use the Services, you shall be required to register your Family Profile with us and agree to these Terms. You may register your Family Profile with us by contacting us using the contact details or by completing and submitting the registration form made available to you on the Website.

2.2 Your Contract with us shall commence on the date the registration form is submitted to us.

2.3 Due to the nature of the Services, you hereby agree and consent to the immediate commencement of the performance of the Services.

2.4 The Fees for the provision of the Services shall only become due and payable once you have chosen the Au Pair candidate in accordance with the provisions here.

2.5 You consent to us conducting verification and security procedures in respect of the information in the Family Profile.

2.6 You hereby warrant that the information you provide to us, including without limitation, the Family Profile is at all times true, accurate and correct and you shall promptly inform us in the event of any change to such information.

3. OUR OBLIGATIONS TO YOU

3.1 In consideration for your compliance with these Terms, we shall use our reasonable efforts to:

3.1.1 recommend an Au Pair or a selection of Au Pair candidates which, in our reasonable opinion, is suitable to your specific requirements based on your Family Profile; and

3.1.2 make arrangements to put you in contact by telephone with the Au Pair candidate whom you have selected from the list of recommended Au Pairs.

3.2 Upon your Acceptance and subject to clauses 4.3 and 5, we shall:

3.2.1 reserve the Au Pair in your favour for a period of seven (7) days ("**Reservation Period**"), such date to commence from the date of your Acceptance; and

3.2.2 instruct the Au Pair to make all such travel arrangements to the United Kingdom; and

3.2.3 liaise with the Au Pair to provide you with details of the Au Pair's travel arrangements.

3.3 In the event you fail to comply with clauses 4.3 and 5, we shall be entitled to release the Au Pair from your reservation, in which case the Au Pair may be recommended to, shortlisted and reserved by other families.

3.4 For the avoidance of doubt, due to the nature of the Services, we reserve the right not to provide you with the Services in the event:

3.4.1 your specific requirements and/or information in your Family Profile has materially changed from the date of your Contract with us; or

3.4.2 the selection of Au Pairs registered with us are not suitable to your specific requirements and/or your Family Profile.

3.5 We may update or revise these Terms from time to time and shall notify you of such updates and revisions on the Website. You hereby agree that your continued use of the Services shall be deemed acceptance by you of such changes.

4. YOUR OBLIGATIONS TO US

4.1 You shall provide us with accurate and up-to-date information requested by us from time to time to provide you with the Services.

4.2 You shall notify us immediately in the event of any changes to the information in your Family Profile or your circumstances relating to the Services.

4.3 You shall provide us with the Letter of Invitation upon your Acceptance of the Au Pair candidate within the Reservation Period.

4.4 You shall make all such necessary travel arrangements to ensure that the Au Pair whom you have Accepted is safely transported to your family home upon the Au Pairs arrival to the United Kingdom.

- 4.5 You shall contact us immediately and provide us with all relevant information in the event the Au Pair whom you have Accepted under these Terms fails to arrive at the agreed time and venue.
- 4.6 You agree that you shall at all times comply with any guidelines or reasonable instructions issued by us to you from time to time to provide you with the Services.
- 4.7 You shall not use the Services to do any act which may be or may be deemed to be illegal or unlawful.
- 4.8 You shall not, in our reasonable opinion, behave inappropriately or do any act which may be deemed to be illegal or unlawful during the provision of the Services to you.
- 4.9 Without prejudice to any of our rights and remedies, we reserve the right in our sole and absolute discretion to take any action that we deem necessary and appropriate in the event we consider that there is a breach or threatened breach of this clause 4.

5. FEES

- 5.1 Unless otherwise expressly set out to the contrary or in cases of obvious error, the Fees for the Services shall be as set out on the Website and shall be correct at the time of your Contract with us.
- 5.2 All Fees shall become due and payable upon your Acceptance of the Au Pair candidate.
- 5.3. You shall pay the Fees during the Reservation Period.
- 5.4 All Charges shall be exclusive of any applicable value added tax (or any successor tax) and any other applicable tax of any nature whatsoever, which shall be added and shall be payable by you in accordance with the law applicable from time to time.

6. REFUNDS AND REPLACEMENT OF YOUR AU PAIR

- 6.1 We shall refund you a sum equivalent to fifty percent (50%) of the Fees paid to us by you in the event you terminate your Contract provided that such termination takes place in the period between:
- 6.1.1 the submission of the Letter of Invitation to us; and
 - 6.1.2 the Au Pair having made travel arrangements to the United Kingdom.
- 6.2 You shall not be entitled to a refund if:
- 6.2.1 you do not meet with the conditions set out in clause 6.1; or
 - 6.2.2 the Au Pair has incurred costs relating to travel arrangements to the United Kingdom;
or
 - 6.2.3 the Au Pair has arrived in the United Kingdom.
- 6.3 We reserve the right at our sole discretion to provide you with the facility to secure a substitute Au Pair by undergoing the process set out in clauses 3.1 and 3.2 without additional Fees within thirty (30) days from the date of your Acceptance ("**Initial Period**") if:
- 6.3.1 the Accepted Au Pair fails to arrive to the United Kingdom in accordance with the details of the Au Pair's travel arrangements which was provided to you;
 - 6.3.2 the Au Pair terminates his/her placement with you; or

- 6.3.3 the Au Pair is found to have provided inaccurate, misleading or false information relating to his/her skills, experience, qualification and suitability in respect of his/her placement with you.
- 6.4 In the event we are unable to provide you with a substitute Au Pair in accordance with clause 6.3 within thirty (30) days of our offer to do so or if you choose not to accept the offer of the facility to secure a substitute Au Pair in accordance with clause 6.3, then, without prejudice to our other rights and remedies, we shall refund you the Fees less £95 or any such administrative costs as notified by us to you from time to time.
- 6.5 For the avoidance of doubt, we shall not be obliged to offer you the facility of securing a substitute Au Pair in accordance with clause 6.3 during the Initial Period and/or to refund you the Fees in accordance with the provisions herein if:
- 6.5.1 the placement of the Au Pair is for a term of three (3) months or less;
- 6.5.2 the Au Pair has been requested by you to perform duties which were not set out in the Family Profile or any other information provided by you to us;
- 6.5.3 the Au Pair complains of abuse, mistreatment and/or misconduct either by you or any member of your family or other resident of or visitor to your household; or
- 6.5.4 you terminate the Au Pair's placement for reasons other than the reason set out in clause 6.3.3.
- 6.6 The provisions under this clause 6 shall cease to apply upon the completion of the Initial Period.

7. TERMINATION OF YOUR CONTRACT

- 7.1 Your Contract with us shall automatically terminate upon the completion of the Initial Period.
- 7.2. We may terminate your Contract with us:
- 7.2.1 upon notification by us to you of our inability to provide you with the Services;
- 7.2.2 if you have not paid us the Fees and/or provide to us the Letter of Invitation in accordance with clauses 4.3 and 5;
- 7.2.3 if we have reasons to believe that there has been misuse, abuse or fraudulent use of the Services;
- 7.2.4 if we have reasons to believe that you have provided us with false, inaccurate or misleading information; or
- 7.2.5 if we have reasons to believe that you have failed to comply with and/or are in breach of any of the provisions of these Terms.
- 7.3 You may terminate your Contract with us at any time by contacting us using the contact details set out on the Website provided always that where such termination takes place after Acceptance we shall be entitled to retain all Fees paid to us in accordance with the terms herein by way of liquidated damages. You agree that the Fees retained represent a genuine pre-estimate of loss that we would suffer as a result of the occurrence of clause 7.2.
- 7.4 Clauses 1, 5 (to the extent of unpaid obligations), 8, 9, 10, 11 and this clause 7.4 shall survive the termination of these Terms however arising.

8. GOODWILL AND INTELLECTUAL PROPERTY RIGHTS

- 8.1 Unless otherwise expressly set out to the contrary, nothing in these Terms shall serve to transfer from us to you, the intellectual property rights owned by and/or licensed to us and all rights, title and interest in and to such intellectual property rights shall remain exclusively with us and/or our licensors.
- 8.2 You are expressly prohibited from reproducing, copying, editing, transmitting, uploading or incorporating in any other materials any of our intellectual property rights and/or removing, modifying, altering or using any trademarks, designs or logos (whether registered or unregistered) owned by us; and/or doing anything which may be seen to take unfair advantage of the reputation and goodwill of Rainbow Au Pairs Limited and the Website or which may be considered an infringement of any of the intellectual property rights owned by and/or licensed to us without first obtaining our written consent.

9. PRIVACY POLICY

- 9.1 We enforce a strict Privacy Policy which you may access by visiting our Website.
- 9.2 By entering into a Contract with us under these Terms, you hereby acknowledge and agree that in order for us to provide you with the Services, we may share all information provided by you to us, including without limitation, all such information set out in your Family Profile to other third parties. If you do not wish for us to share your information with third parties in accordance with these Terms, we shall not be able to provide you with the Services.

10. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITIES

- 10.1 You hereby warrant that:
- 10.1.1 you have the right and capacity to enter into and be bound by these Terms; and
 - 10.1.2 you shall comply with all applicable laws in your use of the Services.
- 10.2 You further warrant that all information provided by you to us at all times including, without limitation, such information in your Family Profile is true, accurate and correct and you shall promptly inform us in the event of any changes to such information.
- 10.3 You acknowledge and agree that the Au Pair does not have employment or any other similar relationship with us.
- 10.4 You further acknowledge and agree that we only provide you with the Services. You therefore understand that we are not involved in or are a participant in any way in respect of your relationship with or any contracts made between you and the Au Pair.
- 10.5 Consequently, you acknowledge and agree that we shall not be liable in any way and for any reason whatsoever in respect of your relationship with the Au Pair. You are advised to seek legal advice in respect of the relationship between you and the Au Pair including, without limitation, determining whether or not the Au Pair is your employee.
- 10.6 All warranties, representations, guarantees, conditions and terms other than those expressly set out herein whether express or implied by statute, common law, trade usage or otherwise, and whether written or oral are hereby expressly excluded to the fullest extent permissible by law. Consequently, all information, materials, knowledge, know-how and expertise are provided to you "as is."
- 10.7 Any information, suggestion and recommendation made available to you from time to time are intended as information only and do not in any manner or form constitute specific advice of any nature and is not intended to address any of your specific needs or requirements. We

advise you not to rely on them to assist in making or refraining from making a decision, or to assist in deciding on a course or a specific course of action. If you so intend to use and/or rely on such information, suggestion and recommendation, you shall do so at your own risks and liabilities.

10.8 Nothing in these Terms shall limit or exclude our liability to you in respect of death and personal injury.

10.9 Subject to clause 10.8, we shall not be liable for:

10.9.1 any indirect or consequential losses;

10.9.2 loss of expectations of a specific nature or anticipated outcome, anticipated savings, loss of management time, loss of profit, loss of data, loss of business, loss of contract, loss of goodwill and reputation; and

10.9.3 any other losses however arising and whether caused by tort (including negligence), breach of contract or otherwise even if foreseeable and arising out of or in connection with these Terms.

10.8 Our maximum aggregate liability under, arising from or in connection with these Terms, whether arising in contract, tort (including negligence) or otherwise, shall not exceed the Fees paid by you for the Services.

11. GENERAL

11.1 This Contract and the Terms herein are personal to you and you may not transfer the Contract to any third party at any time. We may transfer the Contract to any third party at any time.

11.2 If we fail at any time during the term of these Terms, to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled to do so under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

11.3 A waiver by us of any default shall not constitute a waiver of any subsequent default.

11.4 No waiver by us of any of the Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

11.5 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

11.6 These Terms and any document expressly referred to in them represent the entire agreement between you and us in relation to our provision to you of the Services and shall supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

11.7 We each acknowledge that, in entering into these Terms, neither of parties has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between you and us except as expressly stated in the Terms.

11.8 These Terms are governed by and shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

I have read and accept the Terms and Conditions.

CLIENT SIGNATURE(s):

Date: _____

RAINBOW AU PAIRS:

Date: _____