

## **Service Provider Terms and Conditions –**

Poppins (“**Poppins**” or “**App**” or “**Website**” or “**Site**”) is an App and Website by Poppins App Ltd and provides a Portal for childcare providers (“**Service Providers**”) to advertise their services to the general public (“**User**”). The App and Website matches registered families with registered Service Providers.

Poppins App Limited is a company registered in England and Wales under registration number 09679354.

The following terms and conditions (“**Terms**”) are for Service Providers.

These Terms set out the relationship between Poppins App Ltd and you (“**You**”, “**Your**” or “**User**”).

By using this App and our Website, You acknowledge and agree to these Terms and Our Privacy and Cookie Policy found at [www.poppins.london](http://www.poppins.london) If You do not agree with these Terms, please do not use this App or the Website.

By using Poppins, You are bound to and are deemed to have understood the following:

### **1. YOUR OBLIGATIONS**

- 1.1. As a Service Provider of Poppins You shall have access to contact all registered Users registered on the App and the Website, with whom You are paired.
- 1.2. You shall register Your details in order to be matched with relevant Users in the area.
- 1.3. Poppins cannot provide any assurances relating to the Users. As such, Service Providers should take precautions when visiting and entering Users’ homes.
- 1.4. Service Providers understand and accept that Poppins undertakes various checks, to include ID and reference checks, police checks and undertakes video interviews. Service Providers warrant to Poppins that all information given shall be accurate and true and that any relevant information shall be disclosed at this time.
- 1.5. Service Providers understand and accept that they provide the services at their own risk and understand that Poppins accept no responsibility or liability for the outcome of such service.
- 1.6. Poppins provide a space for Service Providers to advertise. As such, You accept and understand that You are a separate entity to Poppins and are in no way related to Poppins.
- 1.7. Service Providers are required to register with Poppins and to upload relevant information. Poppins are not responsible for checking the accuracy of this information and as such, You are urged to ensure that all information uploaded is accurate and true.
- 1.8. Poppins shall not accept any liability for the information uploaded or the consequences of such information.

### **2. OUR OBLIGATIONS**

- 2.1. We may change these Terms from time to time. We will give You notice of any changes by posting those changes on Our website. Any amended Terms will apply to Your use of this App and our Website from the date they are posted and if You do not agree with the amended Terms, You are entitled to stop using this App and the Website at that time.
- 2.2. Poppins provide a Portal service and the relationship between Us and You exists only with Us as a Portal and You as a Service Provider.
- 2.3. For all intents and purposes, Poppins is an introductory service and does not accept responsibility or liability for any situation which arises out of the use of the service.
- 2.4. Poppins shall not accept any responsibility for the content on the App or the Website.
- 2.5. Poppins cannot guarantee the quality of the services advertised, the legitimacy of the User or account for them or their reliability in any way whatsoever
- 2.6. Poppins do not accept any liability whatsoever for the Users themselves.
- 2.7. These Terms and Conditions and Our correspondence with You will be communicated in the English language.
- 2.8. Whilst Poppins cannot accept any responsibility for the content of feedback and ratings left on the App and Website by other users. Poppins shall endeavour to ensure that all feedback and ratings are left in accordance with these Terms. Where Poppins deem comments to be inappropriate, We shall take appropriate action which may include terminating a registration or contacting the relevant authorities.

### **3. PAYMENT FOR SERVICES**

- 3.1. Poppins App is currently free of charge to use.
- 3.2. Payment for services You have provided shall be paid directly to You by the User by cash or the in-app-payment service. Poppins do not take any part of this payment, and the payment is sent directly to You.
- 3.3. Where payment is made through the in-app payment service, a £4.00 (Four Pounds, Stirling) shall be charged to the User.
- 3.4. Payment is inclusive of all fees and taxes and shall be taken in GBP (Stirling pounds).
- 3.5. Poppins reserves the right to charge for their service at any time, without notice.

### **4. RESPONSIBILITY FOR CONTENT**

- 4.1. We use Our best endeavours to provide You with a quality service and virus free App and Website. However, We are not responsible for computer viruses or other computer related problems You suffer as a result of using this App or our Website, which are beyond Our reasonable control. We recommend that You use Your own appropriate virus checking software.

- 4.2. We are not responsible for any commentary, opinions, ratings or other postings on this Website by third parties.
- 4.3. We do not prevent or exclude Our responsibility to You for death or personal injury resulting from Our negligence.
- 4.4. Neither We, nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this App or our Website for any particular purpose.
- 4.5. Information provided on this App or Website may contain inaccuracies or errors and We accept no liability whatsoever to the fullest extent permitted by law, for any such inaccuracies or errors.
- 4.6. Whilst we make every effort to ensure that accurate information is uploaded to the App and Website, we cannot guarantee this.

## **5. ACCESSING OUR APP AND OUR SITE**

- 5.1. Access to our App and Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our App and Site without notice (see below). We will not be liable if for any reason our App or Website is unavailable at any time or for any period.
- 5.2. You agree that You shall not do anything that affects the integrity or security of this App or Website, or causes or may cause harm, damage or unreasonable inconvenience to other users of this App, Website or Us.
- 5.3. If You breach any of the clauses set out at above, We may take such action as We deem appropriate, including denying You access to this App and our Website, bringing legal proceedings against You and disclosing such information to appropriate legal and/or regulatory bodies.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. We are the owners or the licensees of all intellectual property rights in and on our App and our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.2. You may print off one copy, and may download extracts, of any page(s) from our App and our Website for your personal reference and you may draw the attention of others within your organisation to material posted on our App or Website.
- 6.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

- 6.4. Our status (and that of any identified contributors) as the authors of material on our App and our Website must always be acknowledged.
- 6.5. You must not use any part of the materials on our App or Website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 6.6. If you print off, copy or download any part of our App or Website in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **7. ADVERTISING**

- 7.1. Poppins may, from time to time, advertise other companies on the App and Website. These advertisements are independent of Poppins and Poppins do not necessarily agree with, promote or condone the content of the advertisements.
- 7.2. Poppins do not accept any responsibility or liability for any content or sites which you are directed to as a result of clicking on an advertisement shown on the App or Website or for any third party sites that you may be referred to.

## **8. OUR SITE CHANGES REGULARLY**

- 8.1. We aim to update our App and Website regularly, and may change the content at any time. If the need arises, we may suspend access to our App or to the Website, or close it indefinitely. Any of the material on our App or Website may be out of date at any given time, and we are under no obligation to update such material.

## **9. OUR LIABILITY**

- 9.1. The material displayed in our App and on our Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:
  - 9.1.1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
  - 9.1.2. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
    - loss of income or revenue;
    - loss of business;
    - loss of profits or contracts;
    - loss of anticipated savings;

- loss of data;
  - loss of goodwill;
  - wasted management or office time; and
- 8.2. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- 8.3. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.
- 8.4. Once You have contacted a Service Provider and have employed their services you are bound by their independent terms and conditions which are in no way whatsoever connected to Poppins.

## **9. COMPLAINTS**

- 9.1. In the unlikely event that You should have a complaint, please direct it to Us at;  
hello@poppins.london