



ChildMINDER®
SALE AGREEMENT (INCORPORATING IMPORTANT DISCLAIMER PROVISIONS) – FORM CMF1

DEFINITIONS

The "ChildMINDER® System" was invented between 2004 and 2008 and is owned by Childminder UK Limited. It is a combination of Products and Services designed to help to retain individuals within a defined localised area particularly, but not exclusively, to children within public places whilst at leisure. The system incorporates an adjustable securable wrist or leg band (the "Wristband") resilient (but not entirely resistant) to cutting and removal, combined with a parental tag (the "Tag"), Electronic Article Surveillance ("EAS") Hard Tag technology and fixed detectors to help to detect unauthorised exit from a designated area via known entry/exit points. The products are supported by a unique Transactional Database System (the "Database") holding details of those hiring and wearing the Wristbands.

NOTE: ChildMINDER® Products and Services are sold and/or hired and/or marketed to the Customer and the general public as potential added protection only and are in no way a full-proof guaranteed method of retaining children within any defined area. ChildMINDER® Products and Services DO NOT ELIMINATE ALL RISKS, TECHNOLOGY CAN FAIL AND PEOPLE CAN MAKE MISTAKES. Customers therefore retain full and sole responsibility for the safety and supervision of children in their care today. Furthermore, the system becomes redundant in the event of an emergency evacuation.

"Booking Reference" means the reference number allocated to the customer from the database recording all of the details of the Customer and Child utilising the Products and Services on the date stated first below.

"CAO" means the ChildMINDER® Authorised Operator, working under a license agreement with Childminder UK Limited.

"CAO's Staff" means the staff, employees and representatives of the CAO.

"Child" means the child or children under the responsibility and supervision of the Customer during the performance of the Contract. Each Child is listed below by the Unique Identification Number of the Wristband allocated to the Child under this Contract ("Unique ID"). The Unique ID corresponds to details held about the Child within the Database.

"Customer" means the parent or guardian (including teachers, carers and officially authorised persons) procuring the Products and Services under this Contract, specifically named below.

"Guest(s)" means the company, firm or individuals present within the Location.

"Location" means the CAO's premises at which the ChildMINDER® Products and Services are offered to the Customer under this Contract.

"Management" means the management staff of the CAO.

"Products and Services" shall mean all goods and/or equipment and/or materials and/or services related to the operation of the "ChildMINDER®" System under this Contract supplied to the Customer at the Location and on the date first stated below.

The CAO and the Customer are individually referred to as a "Party" and together referred to as the "Parties".

WHEREAS the Customer wishes to engage the CAO to provide the Products and Services and has reached agreement with the CAO on the terms of a contract for the provision of the Products and Services.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Definitions referred to above.
2. The following documents shall form the contract between the Parties for the purchase/hire and supply of the Products and Services:
 - (A) these conditions 1 to 9 and the section of this agreement completed by hand below;
 - (B) the Terms and Conditions, Clauses 1 to 11 inclusive, detailed on the reverse of this page;
 - (C) all processes, procedures, policies and guidance notes contained within the current ChildMINDER® Operation Manual, available at the Location upon request;("the Contract").
3. In consideration of the payments to be made by the Customer to the CAO as hereinafter referred to the CAO hereby covenants with the Customer to supply the Products and Services in conformity in all respects with the provisions of the Contract.
4. The Customer hereby covenants to pay to the CAO in consideration of the supply of the Products and Services at the Price(s)/Rates at the times and in the manner prescribed by the Contract.
5. Insofar as anything in the Operation Manual is inconsistent with anything in the Terms and Conditions, the Terms and Conditions shall take precedence.
6. No person other than: (a) those persons who are Parties to this Agreement; or (b) their respective successors in title and/or assignees; or (c) any person expressly made party to this Agreement by Novation; or (d) any other person identified in any provision of this Agreement listing third parties to whom such rights are expressly given; shall have any rights to enforce any term of this Contract, whether or not any such term expressly or impliedly purports to confer any benefit upon such person.
7. Details of third parties whom the Parties agree have the right to enforce any term of this contract: CHILDMINDER UK LTD (a company registered in England and Wales under company number 6140461).
8. This Agreement shall be governed by English law.
9. Each entry within the table below represents a separate individual Agreement between the Parties stated.

TERMS AND CONDITIONS

1. GENERAL

- a) All copyright and other intellectual property rights in all of the ChildMINDER® System and associated Products and Services shall remain vested in Childminder UK Limited. The Products and Services are confidential and must not be used, reproduced, copied or disseminated in whole or in part without the prior consent in writing of Childminder UK Limited.
- b) No terms and conditions of trade or supply, except those contained in this Contract, shall apply to the supply of Products and Services. In particular, but without limitation to the generality of the foregoing, no term or condition of trade or supply printed on any of the CAO's stationary, quotations, notes, order acknowledgements, dockets, forms or other document evidencing the supply of Products and Services shall apply to this Contract.
- c) In the Contract words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.
- d) In the absence of a court judgment or arbitration or adjudication award, neither Party will initiate any form of bankruptcy or insolvency proceedings (which shall include the service of a statutory or other pre-insolvency action demand) ("Insolvency Proceedings") to recover any sum due under this Contract or alleged to be due under this Contract. The Party in breach of this provision (the "Defaulting Party") shall indemnify the other party (the "Innocent Party") against all legal costs and administrative costs incurred by the Innocent Party in defending, setting aside or otherwise disposing of the Insolvency Proceedings initiated by the Defaulting Party.
- e) Either of the Parties may at any time refer any dispute under the Contract to adjudication in accordance with the CAO's Adjudication Rules current at the time (a copy of which is available upon request) and either party may give notice in writing to the other at any time of his intention to refer the dispute to Adjudication.
- f) If both Parties agree, and prior to any reference to adjudication, a dispute may be referred to a mediator who will assist the Parties to reach an amicable settlement. Either Party may withdraw from the mediation process at any time, without giving reason, and seek to have the dispute resolved by adjudication.
- g) The Customer is deemed to have knowledge of, and shall comply with during the performance of the Contract, all processes, procedures, policies and guidance contained within the current ChildMINDER® Operation Manual, available at the Location upon request;
- h) The Customer acknowledges that the Wristbands and Tags are hired to the Customer and used with a Child until the end of their visit to the Location or until the Customer instructs removal where such time is earlier. The Customer shall return the Wristband and Tag to the CAO and acknowledges that Title in the Products and Services remain with the CAO at all times. No such Products and Services, materials or other items as aforesaid shall be removed from the CAO's premises without the written consent of the CAO.
- i) The Customer acknowledges that this Contract contains the entire understanding and agreement of the parties hereto concerning the subject matter hereof and supersedes all prior agreements written or oral, express or implied. The Customer agrees and acknowledges that he/she has not been induced to enter into this Contract in reliance upon, nor as a result of, any statements, representation, warranties, promises or inducements (including without limitation to those relating to child security) whatsoever, whether oral or written, and whether directly related to the contents hereof or collateral thereto, given or made by the CAO and/or Childminder UK Limited, their officers, directors, agents, employees, associates or contractors.
- j) The Customer's obligations under Clauses 1, 6, 8, 9, 10 and 11 shall continue for a period of 12 years notwithstanding determination or termination of this Contract in either case for any reason whatsoever, including (without limitation) breach by the CAO. The provisions of Clauses 1, 6, 8, 9, 10 and 11 shall survive determination or termination of this Agreement.
- k) No variation or alteration of any of the Contract shall be effective unless it is in writing and signed by, or on behalf of, each Party.
- l) The Customer accepts that the Products and Services are not transferable and accordingly shall not be sold or passed on to any third party by the Customer.
- m) The Customer acknowledges that a Customer or Child ignoring safety warnings given either verbally by the CAO's Staff or by signage may be instructed to cease to utilise the Products and Services and to leave the Location without a refund.
- n) The CAO reserves the right to evacuate the Location in the event of a Fire Alarm or other emergency irrespective of whether it is a genuine emergency or not, in order to protect all Guests, Management and the CAO's Staff. In this event, the Customer: (a) undertakes to follow all evacuation procedures in relation to the ChildMINDER® Products and Services; and (b) accepts that no refund will be given against the Products and Services in such circumstances.
- o) In this Clause, "Force Majeure" shall mean any circumstances beyond the control of the CAO and Childminder UK Limited including, but not limited to, acts of God, war (whether declared or not), civil disturbance, order of a Government Ministry or department or public authority, fire, flood, natural catastrophe, royal demise, labour dispute, lock-out, withdrawal of labour or breakdown or interruption of services or transport (public or otherwise) or death or illness of a key person, lack of power and delays by suppliers or materials shortages. If the CAO or Childminder UK Limited is prevented from or hindered from operating or partially operating by a Force Majeure the CAO or Childminder UK Limited may, at its sole option, and without being liable for any loss or damage suffered by the Customer or Child or any third parties suspend operations for the period of the event plus such time as may be required to resume normality. Such an event shall not entitle a Customer or Child to take any steps against the company for breach or to terminate the Contract or otherwise.

2. DELIVERY OF PRODUCTS AND SERVICES

- a) The CAO shall deliver the Products and Services in accordance with the Contract.
- b) The Customer shall notify the CAO immediately of any occurrence which they reasonably consider will affect the performance of the Contract.

3. TERMS OF PAYMENT

- a) The Contract Price(s)/Rates shall be advised by the CAO in accordance with the current published selling rates at the Location, unless otherwise stated in the Contract. The Customer shall pay the Contract Price(s)/Rates immediately upon execution of this Contract.

4. REPLACEMENT AND REFUND OF PRODUCTS AND SERVICES

- a) Should the Customer reject any Products and Services under Condition 4(b) and the CAO be unable to supply acceptable replacement products or services, the Customer shall be entitled (on giving notice to the CAO) to obtain a refund from the CAO. Where a transaction occurs for a group of children, refunds shall only be given in relation to rejection of the Products and Services as far as they relate to an individual Child.
- b) The Customer may reject the Products and Services before or during use by the Child where: (1) the Wristband or Tag is damaged or faulty; or (2) the Wristband was incorrectly fitted to the Child; or (3) the Wristband came off by accident or was lost. In any event, the Customer agrees that neither the CAO nor Childminder UK Limited shall have any liability to the Customer or Child (other than the maximum value of the refund) for any loss of contract, loss of profit, consequential loss or economic loss arising howsoever from any fault, replacement or refund associated with the provision of Products and Services under this Contract.

5. TERMINATION

- a) Without prejudice to the CAO's other rights under this Contract, the CAO may, without cause, terminate this Contract. In such cases the Customer agrees that neither the CAO nor Childminder UK Limited shall have any liability whatsoever for any loss of contract, loss of profit, consequential loss or economic loss arising from such termination.
- b) The CAO's Staff and Management reserve the right to refuse use of (or cease use of) the Products and Services with the Customer or the Child in its absolute discretion and without giving any reasons. Without limitation to the generality of the foregoing, any person failing to comply with the Contract or whose actions are, in the CAO's absolute discretion, a source of danger or annoyance, shall cease use of the Products and Services and may be removed from the Location.

6. NO WARRANTY

- a) The Customer acknowledges that neither the CAO nor Childminder UK Limited shall have any liability for any defect arising from the Products and Services furnished by the CAO or Childminder UK Limited to the Customer and Child, or out of misuse of the Products and Services by the CAO, Childminder UK Limited, the Customer or the Child.

7. GIFTS AND PAYMENTS OF COMMISSION

- a) The Customer shall not: (1) offer or give or agree to give any servant of the CAO any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or foreborne to do any act in relation to obtaining or execution of this or any other Contract for the CAO or for showing or forbearing to show favour or disfavour to any person in relation to this or any other Contract for the CAO; or (2) enter into this or any other Contract with the CAO in connection with which commission has been paid or agreed to be paid by the Customer or on their behalf or to their knowledge unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to any Director for the time being of the CAO and approved by that Director in writing.
- b) Any breach of this Clause 7 by the Customer or by anyone acting on their behalf (whether with or without the knowledge of the Customer) or the commission of any offence by the Customer or by anyone acting on their behalf under the Prevention of Corruption Acts 1889 to 1916, in relation to this or any other Contract for the CAO, shall entitle the CAO to determine the Contract and recover from the Customer the amount of any loss resulting from such determination and/or to recover from the Customer the amount or value of any such gift, consideration or commission.
- c) Any dispute, difference or question arising in respect of the interpretation of this Clause 7 (except so far as the same may relate to the amount recoverable from the Customer under Condition 7(b) in respect of any loss resulting from such determination of the Contract), the right of the CAO to determine the Contract or the amount or value of any such gift, consideration or commission shall be decided by the CAO whose decision shall be final and conclusive.

8. WAIVER AND ENFORCEABILITY

- a) No failure to exercise nor delay in exercising any right, power or remedy under or in connection with this Contract shall operate as a waiver thereof and no single or partial exercise of any right, power or remedy shall preclude any further or other exercise thereof, or the exercise of any other right or remedy.
- b) If any provision of this Contract shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such invalidity, unenforceability or illegality shall not prejudice or affect the validity and legality of the remaining provisions of the Contract.

9. DISCLAIMER AND LIABILITY

- a) The Customer acknowledges and agrees that neither the CAO nor Childminder UK Limited make any warranties, representations or undertakings whatsoever (whether express or implied) about any of the Products and Services (including, without limitation, as to the accuracy, completeness, cleanliness, satisfactory quality or fitness for a particular purpose of such Products and Services or that the Products and Services are error-free) and the Customer acknowledges and agrees that in no event shall the CAO or Childminder UK Limited be liable for any direct, indirect or consequential losses, injuries, costs, liabilities, distress, anxiety or damages resulting from use of, sale of, hire of or reliance upon any of the Products and Services by the Customer or the Child under this Contract.

In particular, but without any limitation to the generality of the foregoing, the Customer accepts that the Products and Services are not a full proof guaranteed method of retaining individuals within any defined area.

The Customer agrees to indemnify the CAO and Childminder UK Limited for all loss, injury, damage, distress, anxiety, expense or delay incurred or suffered by the CAO and Childminder UK Limited arising directly or indirectly from or in any way connected with the supply of Products and Services to the Customer and Child under this Contract. Without limitation to the generality of the foregoing, the Customer shall indemnify the CAO and Childminder UK Limited as aforesaid whether a claim is made against them by: (a) the Customer, or (b) the Child; or (c) any third party whatsoever.

10. DATA PROTECTION

- a) Childminder UK Limited holds all information regarding the Customer and the Child, on behalf of the CAO, within the Database. This Clause explains Childminder UK Limited's data processing practices and the Customer's options regarding the ways in which his/her personal data (and that of the Child he/she is responsible for) is used. If the Customer has any requests concerning personal information or any queries with regard to data processing, the Customer shall e-mail: data@childminderuk.com

Information collected

Childminder UK Limited collects the details of the Customer and Child provided by the Customer on registration to the ChildMINDER® Database together with information gathered about the Customer and Child from use of the Products and Services and visits to related websites and other sites accessible from them. This information is essential to the effectiveness of the service offered. Childminder UK Limited does not record details of payment cards used for transactions.

Childminder UK Limited and the CAO may collect additional information in connection with a Customer or Child's participation in any promotions or competitions offered by Childminder UK Limited or the CAO and inform the Customer provides when giving feedback or completing forms. Childminder UK Limited also monitors customer patterns and usage which enables Childminder UK Limited and the CAO to improve the service that they provide.

Use of Customer information and their preferences

Childminder UK Limited and the CAO shall use the Customer's information to provide and personalise the service. Unless the Customer asks us not to, Childminder UK Limited and the CAO shall also use the Customer's and Child's contact details to communicate with them. Information may be used to send offers and news about ChildMINDER® products and services. Information may also be used to send offers and news about other carefully selected affiliated companies which Childminder UK Limited or the CAO believe may be of interest to the Customer but in these cases we will first seek consent. Contact may be made by post, email, telephone, text or fax for these purposes, although mobile telephone numbers will not be used for this purpose. As soon as the Customer and Child become registered ChildMINDER® users, he/she may tailor commercial communications to their own preferences by contacting Childminder UK Limited at: data@childminderuk.com. The same applies if the Customer or Child does not want to receive commercial communications from Childminder UK Limited or the CAO at all. Childminder UK Limited and the CAO would like to hear the Customer's views to help to improve its service. From time to time, Childminder UK Limited or the CAO may contact the Customer or Child by post, email, telephone, text or fax to ask opinions. Again, if the Customer or Child does not wish to be contacted for this purpose, the above e-mail address should be used. It should be noted that there may be instances where it may be necessary for Childminder UK Limited and/or the CAO to communicate with the Customer or Child, in any event, for administrative or operational reasons relating to the service provided.

Disclosure of information

Customer and Child information may be passed to and used by all Childminder UK Limited companies and authorised operators, the CAO and any other carefully selected affiliated companies.

11. CUSTOMER UNDERTAKINGS

- a) The Customer accepts and submits to the fact that the Database records held by/supplied by Childminder UK Limited and the CAO in relation to this Contract are, and shall always be, a true reflection and record of the transaction resulting from this Contract and all details associated with it.
- b) The Customer declares that the Customer and only the Customer have sole and full responsibility for the supervision, safety, security and welfare of the Child, at the Location and on the date first stated above (whether such responsibility is parental or supervisory under authority from the Child's parent, guardian or relevant authorities). The Customer declares that the Customer has the right and/or permission to accept the provisions of this Contract on behalf of the Child including, but not limited to, the sharing of information regarding the Child under the Data Protection Act insofar as it relates to Clause 10.
- c) The Customer accepts, on behalf of the Child, that the Child shall observe and comply with the provisions of this Contract as if the Contract were between the Child and the CAO.
- d) Notwithstanding Clause 11(b) above, the Customer acknowledges and accepts that both the CAO and Childminder UK Limited accept no responsibility for the supervision, safety, security and welfare of the Child (including retaining such Child within a designated area) at the Location and on the date first stated above in relation to the Products and Services supplied under this Contract or in any other event whatsoever. The CAO and Childminder UK Limited do not accept responsibility for parental supervision or guardianship for any individual.
- e) In no event shall the Customer attempt to remove the Child's Wristband except where the presence of the Wristband presents an immediate health risk to the Child or a third party.
- f) The Customer acknowledges that he/she is aware of the material components of the Wristband and Tags and that said Wristbands and Tags may have been cleaned with detergents, for example. The Customer acknowledges that in accordance with Clause 9, neither the CAO or Childminder UK Limited accepts any liability for any health conditions whatsoever (for example, any allergic reactions) caused by the use of the Wristband by the Child.
- g) The Customer permits the CAO to use all reasonable means to prevent the Child from leaving the Location whilst wearing a Wristband or in any unauthorised circumstances.

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