

# TERMS & CONDITIONS

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The following terms and conditions are for the use of the website known as "thatnurserylife.com" (the website). The website may be accessed over the internet through any and all appropriately connected devices, from anywhere in the world. These terms and conditions apply whenever the website is accessed, by whomever accesses it, from wherever they are located. **By using the website, you are deemed to have accepted these conditions and agree to be bound their contents.** These terms and conditions may be changed at any time, so users are encouraged to regularly verify their contents.

## The Operator

The website, its contents and all related copyrights, domains and intellectual property are owned by THATNURSERYLIFE LTD (the company), a company registered in England & Wales with the registration number 11775176. The company can be contacted in writing either through the "Contact Us" page on the website, or by post to its publicly available registered address.

## Copyright

The website and its contents are copyright © THATNURSERYLIFE LTD 2020. All rights are reserved. Any redistribution or reproduction of part or all the contents of the website, in any form, is prohibited save for the following exceptions:

- Users may print or download extracts of the website for their personal use, and/or to assist them in their individual work-place activities.
- Users may share, display, or disseminate copies of website content provided that they do not do so for commercial gain and that the website and/or the company is acknowledged as the source.

For the avoidance of doubt; it is the intention of the company that the content of the website be used by individuals in their working-lives, such as by a childcare practitioner enhancing their practice in a day nursery setting. A user would be in breach of these terms, and of copyright law if they make use of website content for personal or commercial gain, such as a professional trainer using website content as part of a paid-for training session.

It is prohibited for any website content to be stored, displayed, or disseminated through any other website, app, or other digital means, except for the sharing of links to the website with suitable contextual information.

## Disclaimer

To the fullest extent permissible under law, in no event shall the company, its officers, directors, employees, agents or other associated party be liable for any loss or damage of any kind including (without limitation); any compensatory, incidental, direct, indirect, special, punitive or (without limitation) consequential damages, loss of use, loss of data, loss caused by a virus, loss of income or profit, loss of goodwill, loss of or corruption of data or contracts, loss of or damage to property, claims of third parties, or other losses or damage of kind, howsoever arising, whether in tort (including by negligence), contract or otherwise, arising out of or in connection with the use of this website. Users assume total responsibility for establishing such procedures for the backing up of data and prevention of viruses or other malicious activity as they deem necessary.

The company makes no representations in respect to the contents of this website, or that of any website which this website links to, or any website which links to this one. The information and content of this website is provided 'as-is' and without warranty of any kind be it expressed or implied. This includes any warranty that this website will meet your needs, be available at any particular time or with any particular reliability, be error-free or secure.

Whilst some of the content of the website may be labelled as "advice", "guidance" or such other terms as may be comparable, the company makes no representations that the information therein is complete, accurate or current. In accessing the website, users acknowledge that they can not rely upon the accuracy or validity of its content, and that the company offers no representation, warranty, or other form assurance as to the same. This applies equally to any other website which is linked to from this website, or which purports, legitimately or otherwise, to be associated with the company.

Some parts of the website, in particular (but not limited to) job listings, advertorials, and other advertising content, may have been supplied by third parties. Such third parties are solely responsible for the content of such material, including responsibility for ensuring compliance with any and all relevant legislation. The company accepts no responsibility for the content of such material provided or published by third parties, including, without limitation, any error, omission, or inaccuracy therein.

## Accounts and Access Limitations

Any user is able to access the majority website free of charge or other requirement. However, some sections of the website may require a user to register for a free account and/or to sign up for a paid subscription.

User activity on the platform is monitored through cookies and other tools (see Privacy Policy for further details). Access to most detailed content is capped at 3 pages per month for users who are not logged into a free account. Once this cap is reached, users will be prompted to register for an account or to log into an existing one in order to continue accessing content freely.

Where a paid subscription is required in order to access certain content, users must be logged into the account which is associated with the subscription to gain access. Access will be rescinded in the event that a paid subscription lapses.

In registering for and thereafter logging into an account on the website, users agree to the following additional terms:

- Information provided during the registration process will be true and accurate, and such information will be kept current by the user thereafter.
- The user accepts responsibility for maintaining the confidentiality and security of their account, including any passwords related to it. The user will not permit anyone else to access the website using their account.
- The user will notify the company immediately upon discovery of any unauthorised use of their account on the website, or if they have reason to believe that their account or the password associated with it has been compromised, lost or stolen.
- The company may use the information supplied by the user through the registration process to tailor their experience on the website, including improving the relevancy of content (both native and advertising) which is displayed to the user. See the Privacy Policy for more details.

At its sole discretion, the company may establish such technical means necessary to unevenly apportion bandwidth for the website in favour of those users who are logged in to accounts.

## Acceptable Use

As described in the Copyright section above, the website has been designed to assist individuals working professionally with young children to enhance their skills, efficacy and/or efficiency, to learn new information and to access messages from third parties who may wish to employ or sell to a user. It is also hoped that use of the website is entertaining, enjoyable, and informative for users.

By accessing the website, users agree that they will not use it for any unlawful purpose, for any purpose prohibited herein, or in any way that could damage the website, fellow users of the company. Users further agree not to use and/or access the website to:

- Harass, abuse, threaten or otherwise violate the rights of any other person or organisation;
- Violate any intellectual property rights of the company or any third party;
- Upload or otherwise disseminate any computer viruses or other software that may damage the property or data of another;
- Perpetrate any fraud;
- Publish or disseminate any obscene or defamatory material;
- Publish or disseminate any material that incites violence, hate, intolerance or discrimination towards any group or individual;
- Gather information about others

The company will bar access to any user who violates any part of these terms, and if appropriate, will share all information held about a user with relevant authorities. The company reserves the right to restrict access to the website by IP addresses in order to prevent access by users who can not be identified individually. Furthermore, the company reserves the right to restrict access to the website by any means, at any time, to anyone.

## Removal of Site Content

The company reserves the right to remove, temporarily or permanently, any content, page, or material from the website for any reason, at any time. The company need not give notice of such action, nor shall it be liable for any loss, damage or inconvenience caused by the unavailability of any content which has been removed.

There are opportunities, particularly in relation to job listings, for users to publish content directly onto the website without prior inspection, moderation or editing by the company. Users who publish content on the website, legitimately or otherwise, are solely responsible for that content – the company is not responsible for making it available.

The company will use its best endeavours to retrospectively inspect such content to ensure its compliance with these terms and its appropriateness for publication and will respond promptly to concerns expressed to it by other users. However, the company is not liable for any loss, damage, offence, or other impact caused by the publication of inappropriate or inaccurate content by third parties.

Much of the website's content is prepared by employees, agents, or contractors of the company, and represent original work. In some cases, this content may draw upon other material already in publication, such as government policy documents, as well as insights, quotations and documents provided to the company or its operatives in the course of their research. Every effort will be made to ensure due credit is given to such sources as and when necessary on the website.

Any person or organisation objecting to any content published on the website should contact the company by email or post. The company will respond appropriately.

## TNL Jobs Products

Those who are seeking to recruit new staff in the childcare sector can advertise vacancies on the website's jobs section – TNL Jobs (TNLJ).

Regardless of any products purchased, each job listing lasts for 28 days from the date of publication.

Those purchasing TNL Jobs products pay for the right to publish an advert, rather than for any particular level of service thereafter. Therefore, the company will not be liable to refund in whole or in part any payments as a result of the website being unavailable for access after a job listing is published.

All job listings must relate to bona fide employment opportunities in the sector. This means that roles advertised must:

- Relate to a genuine and imminent opportunity for employment
- Be relevant to the website audience, focussing on roles which care for and/or educate children of 5 years old or younger, and/or teach, support, manage or advise other professionals who do
- Pay at least the National Living Wage
- Not discriminate in terms of those who are eligible to apply and/or be employed

In order to a user to publish a job listing they must select one of four possible plans or packages. Each plan is a recurring subscription. The current TNLJ plans are as follows:

- Bronze
  - Price: Free
  - Listings: 1 listing can be published each month
  - Applicant Review Credits: 5 credits each month
- Silver
  - Price: £100 per month (inclusive of VAT)
  - Listings: 10 listings can be published each month
  - Applicant Review Credits: 50 credits each month
- Gold
  - Price: £300 per month (inclusive of VAT)
  - Listings: 40 listings can be published each month
  - Applicant Review Credits: 200 credits each month
- Platinum
  - Price: £900 per month (inclusive of VAT)
  - Listings: Unlimited listings can be published each month (subject to a fair usage cap)
  - Applicant Review Credits: Unlimited credits each month (subject to a fair usage cap)
  - Information about listings shared via the company's social media channels

“Applicant Review Credits” are required for users who list vacancies to access information about other users who apply for these vacancies. Each time a user applies for a vacancy, an “Applicant Review Credit” is used to send their application information to the advertising user by email. Additional “Applicant Review Credits” are available to purchase separately from monthly plans.

The company reserves the right to change its prices at any time and will give existing paid subscribers 30 days’ notice of any such changes.

Subscribers can cancel their subscription at any time by informing the company in writing by email or post. A 30-day cancellation period applies in all cases, with any monthly fees falling due within that 30-day period being due in full. The company does not offer pro rata fees.

Where a user establishes a paid subscription, they authorise the company to take their regular payments automatically using the payment method they supply.

By publishing a listing on the platform, advertisers irrevocably grant the company permission to republish their content on other, third party, websites, including but not limited to social media platforms and other job listing websites.

## Affiliate Marketing & Links

In some cases, website content may include links to third party websites where products and/or services are available for purchase. The company may receive a payment from a third party where a user clicks such a link and subsequently makes a purchase, or a payment for publishing the link. The use of such links will never incur a cost to the user. The company is not responsible for the content of third-party sites to which links lead.

## Governing Law & Jurisdiction

The use of this website and the terms set out herein are governed by English law and are subject to the exclusive jurisdiction of the English Courts.

The website is available to be accessed globally but has been prepared primarily with an English audience in mind. Users from elsewhere are advised to take appropriate measures to ensure the content and applicability of content is relevant to their geography.

Any disputes arising from matters related to the interpretation of these terms, the use or operation of the website shall be exclusively subject to the jurisdiction of the English Courts.

If any of these terms and conditions are deemed to be illegal, invalid or otherwise unenforceable it shall be deleted from this document and the remaining terms and conditions shall survive with full force, effect and enforceability.