

Toddle Organisation Ltd
80 Vant Road
London
SW17 8TJ

The logo consists of the word "TODDLE" in white, uppercase, sans-serif font, centered within a solid green rectangular background.

BRANCH PARTNER T&C'S

Dear Partner,

Please note, these Standard Branch Partner Terms and Conditions ("Branch Partner T&C's") govern the respective rights and obligations of **Toddle Organisation Ltd** and **Partner's**, who have agreed to receive Services from Toddle, as outlined in the Partner Services Agreement. These Branch Partner T&C's are effective immediately if your organisation signs a Partner Services Agreement with Toddle, on or after Monday 4th March, 2024.

The Partner T&C's includes the following enclosed schedules:

- (a) Toddle's Standard Branch Partner Terms of Conditions (at Schedule 1); and
- (b) the Definitions and interpretation rules that apply to the Partner Services Agreement and Standard Branch Partner Terms of Conditions (at Schedule 2).

Yours sincerely,

For and on behalf of **TODDLE ORGANISATION LTD**

A handwritten signature in black ink, appearing to read "HChaudhri".

Hashim Chaudhri (Co-Founder & Director)

SCHEDULE 1 – STANDARD BRANCH PARTNER T&C'S

1 Service

- 1.1 The Partner appoints Toddle to promote and market its Branches and Space, as well as introduce Branch Seekers, under the terms of this Agreement in the form of Enquiries.
- 1.2 Toddle is under no obligation to promote a minimum number of Partner Branches.
- 1.3 The Partner will provide information about the Space, including, but not limited to, branch details, availability and Space Fees.
- 1.4 Toddle may change and improve the format and content of the Service from time to time, to provide you with new and innovative features and services and to reflect changing technology, tastes, behaviours and the way people use the Platform and the Service. In order to do this, Toddle may need to update, reset, stop offering and/or supporting a particular part of the Service, or feature relating to the Service ("**Changes to the Service**"). These Changes to the Service may affect the Partner's past activities on the Service, features that the Partner uses, its Listings and any other information it submits to the Platform ("**Service Elements**"). Any Changes to the Service could involve the Partner's Service Elements being deleted or reset. The Partner acknowledges and accepts that a key characteristic of the Service is that Changes to the Service will take place over time and this is an important basis on which Toddle grants access to the Service. Once Toddle has made changes to any part of the Service, the Partner's continued use of the Service will show that it has accepted all Changes to the Service.

2 Commencement and duration

- 2.1 The Service commences from the Commencement Date and will continue until either party terminates this Agreement under clause 12 of this Schedule.
- 2.2 Toddle is under no obligation to deliver a minimum number of Enquiries or Qualified Enquiries, to the Partner.

3 Partner's responsibilities

- 3.1 On receipt of an Enquiry, the Partner shall endeavour to respond as soon as reasonably practical.
- 3.2 The Partner shall at all times comply with the Terms of Platform Use.
- 3.3 The Partner shall use reasonable endeavours to ensure that any content uploaded to the Platform is accurate, complete and truthful, including, but not limited to, photos, rates, discounts, availability, facilities, contact number, a description of the Branch and any other relevant information Toddle may require.
- 3.4 The Partner shall use all reasonable efforts to update the content it has uploaded to the Platform as frequently as necessary to avoid it becoming out-dated.
- 3.5 The Partner shall ensure that it holds all active licences, certifications, accreditations and insurance protections to provide Branch Services as required by law to practise the specialties of the Branch Services.
- 3.6 The Partner shall at all times display and maintain its Listings in accordance with the Service Standards. If the Partner fails to do so, and such failure is material, Toddle may (without prejudice to any other rights it may have):
- 3.6.1 terminate this Agreement in whole or in part without liability to the Partner;
- 3.6.2 be under no obligation to deliver further Enquiries to the Partner until such failure has been remedied.
- 3.7 The Partner shall:
- 3.7.1 co-operate with Toddle in all matters relating to its performance of the Terms of Platform Use;
- 3.7.2 operate at all times in accordance with the Service Standards;
- 3.7.3 promptly inform Toddle of any allegation made by the Branch Seeker of the Partner's failure to comply with the Service Standards;
- 3.7.4 promptly inform, and keep updated, Toddle of any material litigation/investigation brought against the Partner.
- 3.8 Toddle may make non-material amendments to a Listing, such as to correct any inaccuracies in the information provided about the Branch or amend the description of the Branch to conform to the style of other listings on the Platform.
- 3.9 The Partner acknowledges and agrees that the Branch Seeker has engaged Toddle to provide the Service on the basis that the Partner is capable of providing the Branch Services and that all information uploaded to the Platform by the Partner is accurate and complete in all material respects, and is not misleading.
- 3.10 The Partner is responsible for reviewing and conducting its own due diligence on the suitability of a Branch Seeker before entering into a Resident Agreement, including conducting the necessary checks and confirmation including obtaining Branch Seeker references.

- 3.11 Toddle is not a party to any Agreement entered into between the Partner and Branch Seeker, in relation to the Branch or any Space, nor is Toddle an owner, lessor, licensor, manager or insurer of any Branch or Space. Toddle therefore has no control over and disclaims all liability in respect of the conduct of Partners, Branch Seekers and other users of the Site and Service or any Branch or Space, including with respect to non-payment of any amounts due to the Partner by Branch Seekers under an Agreement or any non-conformity of a Branch or Space with the descriptions or pictures provided in a Listing.
- 3.12 The Partner shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind Toddle in any way, and shall not do any act which might reasonably create the impression that the Partner is so authorised.
- 3.13 At no point in the course of this Agreement shall there be any relationship of employment that arises between Toddle and the Partner or its employees, servants or agents out of the provision of the Branch Services under this Agreement.

4 Charges and payment

- 4.1 Partners will not be charged multiple times for the same Branch Seeker, but instead Partners will be charged for the highest value Qualified Enquiry participated in by the individual Branch Seeker.
- 4.2 If the Partner fails to make any payment due to Toddle under this Agreement by the due date for payment, then, without limiting Toddle's remedies under clause 12 of this Schedule, the Partner shall pay interest on the overdue amount at 4% above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from 30 days past the due date until actual payment of the overdue amount, whether before or after judgment. The Partner shall pay the interest together with the overdue amount.
- 4.3 In relation to payments disputed in good faith, interest under clause 4.5 of this Schedule is payable only after the dispute is resolved, on sums found or agreed to be due, from 14 days after the dispute is resolved until payment.
- 4.4 In the event of a disputed Qualified Enquiry or Invoice, the Partner must provide all related information and documentation in support of its dispute. Toddle agrees to review this information, together with its own documented evidence, in good faith but shall be under no obligation to waive any amount payable unless, in its reasonable opinion following consideration of the Partner's supporting information and documentation, it accepts all or part of the position put forward by the Partner.
- 4.5 From time to time, Toddle will monitor telephone communications between Partner and Branch Seekers to ensure that you are not attempting to circumvent the Service in order to avoid paying the Charges.
- 4.6 Toddle may at any time, without notice to the Partner, set off any liability of the Partner to Toddle against any liability of Toddle to the Partner, and vice-versa, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by Toddle of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 4.7 All Charges payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes which may be payable. Any VAT or other duties or taxes payable in respect of such Charges shall be payable by the Partner.

5 Indemnity

- 5.1 The Partner shall indemnify and hold Toddle harmless from all claims and all direct liabilities (which, for the avoidance of doubt, shall exclude loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including reasonable legal and other professional fees and expenses) awarded against, or incurred or paid by, Toddle as a result of or in connection with:
- 5.1.1 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Branch Services;
- 5.1.2 any claim made against Toddle in respect of an Agreement; or
- 5.1.3 any claim made against Toddle in respect of any liability, loss, damage, injury, cost or expense sustained by Toddle's employees or agents or by any Branch Seeker or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Branch Services, or as a consequence of a breach or negligent performance or failure or delay in performance of any of the terms of this Agreement, by the Partner.
- 5.2 Toddle shall indemnify and hold the Partner harmless from all claims and all direct liabilities (which, for the avoidance of doubt, shall exclude loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including reasonable legal and other professional fees and expenses) awarded against, or incurred or paid by, the Partner as a result of or in connection with any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights.

6 Insurance

6.1 The Partner and Toddle shall maintain appropriate insurance in force for the duration of this Agreement, and for a period as long as necessary after the termination of this Agreement to ensure indemnification of any claim that may be made by a Branch Seeker resulting from the Partner's performance of the Branch Services, howsoever arising. The insurance shall at all times be with a reputable insurance company with a sufficient cover limit per claim and the Partner shall, at Toddle's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

7 Partner Portal & Reports

7.1 From time to time during the course of this Agreement, Toddle shall make the Partner Portal available to the Partner on the basis that the Partner may access its content on a strict non-reliance basis.

7.2 The Partner Portal is intended for general, high-level analysis, information, and Enquiry receipt purposes only. The Content and Reports are produced by the amalgamation of a several first and third-party data feeds, as well as other resources received by Toddle. The suppliers of the any third-party data do not give Toddle any warranty as to the accuracy or completeness of it.

7.3 Whilst Toddle has no reason to believe that the Content and Reports are incorrect, inaccurate or incomplete, Toddle is under no obligation to take steps to verify the information.

7.4 The information contained within the Partner Portal does not purport to be comprehensive, and whilst the information and insights have been prepared in good faith, no representation, warranty, assurance or undertaking (express or implied) is or will be made, and no responsibility or liability is or will be accepted by Toddle, in relation to the adequacy, accuracy, completeness or reasonableness of the information.

7.5 The Partner acknowledges that it should independently verify any information contained in the Partner Portal, before taking, or refraining from, any action based on it, particularly if these actions has financial implications for the Partner.

7.6 The information contained within the Partner Portal and Reports is only for the use of the Partner. It may not be published, reproduced or quoted in part or in whole, nor may it be used as a basis for any contract, prospectus, or other document without Toddle's prior written consent.

7.7 The Partner must not rely on the information contained within the Content or Reports as statements or representations of fact but must satisfy itself by inspection, research, searches, enquiries, surveys or otherwise as to its accuracy.

7.8 The Partner must not construe the Content or Reports as commercial, legal, tax, accounting, investment or any other specialist advice or recommendation to enter into any form of transaction.

7.9 Toddle will not be liable to Partners for any loss in connection with the use of the Partner Portal or reliance upon its Content and/or Reports. Further, Toddle excludes all implied conditions, warranties, representations or other terms that may apply to the Partner Portal, Content or Reports.

7.10 The Partner acknowledges that the Partner Portal may be withdrawn at any time.

7.11 Toddle accepts no responsibility to the Partner or any third party for the realisation of the prospective financial or market information contained in the Data Insight Tool and its accuracy is in no way guaranteed. Actual results are likely to be different from those shown in the analysis because events and circumstances frequently do not occur as expected, and the differences may be material.

7.12 The Partner Portal may contain links to other sites and resources provided by third parties. Such links should not be interpreted as endorsement or approval by us, nor as verification of the accuracy of the information of quality of goods or services you may obtain by linking to those sites and resources.

7.13 The Partner Portal may enable or assist the Partner you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites which is done so at the Partner's risk. Any contract entered into and any transaction completed via any third-party website is between the Partner and the relevant third party, and not Toddle. Toddle recommends that Partners refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website as Toddle has no control over the contents of those sites or resources.

7.14 The content of the Partner Portal, except where indicated, together with all of the Intellectual Property Rights contained within it, belong to Toddle, and ownership will not pass to the Partner. Those works are protected by copyright and database laws and treaties around the world. All such rights are reserved.

8 Confidentiality

8.1 Either Party (the "Receiving Party") undertakes that it shall not at any time disclose to any person any confidential information of the other party (the "Disclosing Party") (including but not limited to technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature) and have been disclosed to or accessed by the Receiving Party, its employees, agents, consultants or subcontractors, any Personal Data and/or Sensitive Personal Data of the Branch Seekers or any other confidential information concerning the Disclosing Party's business or its services which the Receiving Party may obtain, except as permitted by clause 9.2 of this Schedule.

8.2 The Receiving Party may disclose Toddle's confidential information:
8.2.1 to such of the Receiving Party's employees, agents, consultants or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this

Agreement. The Receiving Party shall ensure that its employees, agents, consultants or subcontractors to whom it discloses the Receiving Party's confidential information comply with this clause 9 of this Schedule;

8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and

8.2.3 with the Disclosing Party's prior written consent.

8.3 The Receiving Party shall not use Disclosing Party's confidential information for any purpose other than to perform its obligations under this Agreement.

8.4 All other materials, equipment, tools, data and specifications supplied by Toddle to the Partner shall, at all times, be and remain as between the Toddle and the Partner the exclusive property of the Toddle, but shall be held by the Partner in safe custody at its own risk and maintained and kept in good condition by the Partner until returned to Toddle. They shall not be disposed of or used other than in accordance with Toddle's written instructions or authorisation.

Compliance with laws and policies

8.5 In performing its obligations under this Agreement, either party shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

8.6 The Partner confirms that the provision of the Branch Services to the Branch Seeker will not breach any Agreement that the Partner has with any third party.

Limitation of liability

8.7 Nothing in this Agreement:

8.7.1 shall limit or exclude the Partner's or Toddle's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) any other liability which cannot be limited or excluded by applicable law; or

8.7.2 shall limit or exclude the Partner's liability under clause 6 and 12.9 of this Schedule.

8.8 Subject to clause 11.1 of this Schedule:

8.8.1 Neither party shall have any liability to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, indirect or consequential loss or damage arising under or in connection with this Agreement;

8.8.2 Toddle shall have no liability in connection with any Landlord Agreement;

8.8.3 Toddle shall have no liability to the Partner for any loss, claim, damage, cost or expense arising in connection with the actions or omissions of a Branch Seeker or their representative; and

8.8.4 Toddle's total liability to the Partner, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the lower of (a) £25,000; or (b) aggregate Charges paid by the Partner to Toddle in the preceding 3 month period.

8.9 The losses for which the Partner assumes responsibility and which shall be recoverable by Toddle include, but are not limited to:

8.9.1 any sums paid by Toddle to the Partner;

8.9.2 wasted expenditure;

8.9.3 additional costs of procuring and implementing replacements for, or alternatives to, the Branch Services for Branch Seekers, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;

8.9.4 losses incurred by Toddle arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Partner employee or personnel, Branch Seeker or regulator of Toddle) against Toddle caused by the act or omission of the Partner (including, but not limited to, any breach of clause 12 of this Schedule).

8.10 The rights of Toddle under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

Data Protection

8.11 Either party shall ensure at all times in relation all Personal Data, including Sensitive Personal Data, which it collects or procures to collect, and which it subsequently transfers or procures the transfer of, that the use of such Personal Data and/or Sensitive Personal Data, arising in connection with its use of the Platform and provision of the Branch Services or Services/ Additional Services, does not breach the DPA.

8.12 The parties consider that the Partner is a Data Controller in their own right in respect of the Shared Personal Data. In the event that either party processes Personal Data on behalf of the other, the parties shall enter into an appropriate data processing agreement.

8.13 Either party agrees to provide the other with such assistance as is reasonably required to enable the other to comply with Data Subject Requests received by such party in respect of the Shared Personal Data within the time limits imposed by the DPA.

8.14 Either party shall inform the other of receipt of a Data Subject Request by the that party in relation to the Shared Personal Data and shall consult with the other party and shall take the views and recommendations of the other into account when deciding how to respond to the Data Subject Request.

8.15 Either party shall comply with its obligations to report a Data Breach to the appropriate Supervisory Authority and (where applicable) Data Subject(s) under Articles 33 and 34 of the GDPR and shall inform the other party of any Data Breach as soon as reasonably practicable, irrespective of whether the first party determines that there is a requirement to notify any Supervisory Authority or Data Subject(s), including any Data Breach involving a Data Processor, sub-Data Processor or third party Data Controller

- which has had access to the Shared Personal Data as a result of a disclosure by the first party.
- 8.16 Either party agrees to provide reasonable assistance as required by the other party to facilitate the handling of any Data Breach in respect of the Shared Personal Data in an expeditious and compliant manner.
- 8.17 In the event of a complaint, investigation or claim brought by a Data Subject or the Supervisory Authority relating to the Processing of the Shared Personal Data by either party, that party will inform the other party about any such complaints, investigations or claims, and will cooperate with the other party as required with a view to responding, settling or resolving them in a timely fashion.
- 8.18 Either party warrants and undertakes that:
- 8.18.1 it will have appropriate processes in place to protect Personal Data and/or Sensitive Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and all other technical and organisational measures which provide a level of security appropriate to the risk represented by the Processing and the nature of the Data to be protected;
- 8.18.2 it will have in place procedures so that any third party it authorises to have access to the Personal Data and/or Sensitive Personal Data, including Data Processors, will respect and maintain the confidentiality and security of the Personal Data and/or Sensitive Personal Data. Any person acting under its authority, including a Data Processor, shall be obliged to Process the Personal Data and/or Sensitive Personal Data only on its instructions. This provision does not apply to persons authorised or required by law or regulation to have access to the Personal Data and/or Sensitive Personal Data;
- 8.18.3 it will Process the Personal Data and/or Sensitive Personal Data for the purposes described in the Privacy and Cookies Policy, and has the legal authority to give the warranties and fulfil the undertakings set out in this clause 12.8 of this Schedule;
- 8.18.4 it will comply with the data protection principles set out in Article 5 of the GDPR and shall only Process the Shared Personal Data if and to the extent that a lawful basis for Processing under the GDPR applies;
- 8.18.5 it will not appoint any Processor in respect of the Shared Personal Data unless upon such terms as are compliant with Article 28 of the GDPR;
- 8.18.6 it will respond within a reasonable time and as far as reasonably possible to enquiries from the relevant Supervisory Authority in relation to the Shared Personal Data;
- 8.18.7 it will respond to Data Subject Requests in accordance with the DPA and the provisions of this clause 12 of this Schedule;
- 8.18.8 it will identify to the other party a contact point authorised to respond to enquiries concerning Processing of the Shared Personal Data and will cooperate in good faith with the other party, the Data Subject and the Supervisory Authority concerning all such enquiries within a reasonable time;
- 8.18.9 where applicable, it will pay the appropriate fees with all relevant Supervisory Authorities to Process all Shared Personal Data;
- 8.18.10 its employees, workers, consultants, agents, contractors and other authorised individuals are appropriately trained to handle and Process the Shared Personal Data in accordance with the DPA and guidance and have, where appropriate, entered into confidentiality agreements relating to the Processing of Personal Data; and
- 8.18.11 upon reasonable request of the other party, it will submit its Data Processing facilities, Data files and documentation needed for Processing to reviewing, auditing and/or certifying by the other party (or any independent or impartial inspection agents or auditors, selected by the other party and not reasonably objected to by the first party) to ascertain compliance with the warranties and undertakings in this clause 12 of this Schedule, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the Partner's regional jurisdiction, which consent or approval the first party will attempt to obtain in a timely fashion.
- 8.19 Either Party (the "Indemnifying Party") undertakes to indemnify and hold the other party (the "Indemnified Party") harmless in respect of any cost, charge, damages, expense or loss which the Indemnifying Party causes to Indemnified Party as a result of any breach of any of the DPA including any Data Breach for which they (or any Processor, sub-Processor or third party Controller which has had access to the Shared Personal Data as a result of a disclosure by the Indemnifying Party) are responsible, except to the extent that such breach results from the act, neglect or default of the Indemnified Party.
- 9 Termination**
- 9.1 Toddle may terminate this Agreement at any time by giving no less than 90 days' written notice to the Partner.
- 9.2 The Partner may terminate this Agreement at any time by giving no less than 90 days' written notice to Toddle.
- 9.3 Without affecting any other right or remedy available to it, Toddle may terminate this Agreement with immediate effect by giving written notice to the Partner if:
- 9.3.1 the Partner fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.
- 9.4 Without affecting any other right or remedy available to it, either party (the "Innocent Party") may terminate this Agreement with immediate effect by giving written notice to the other (the "Defaulting Party") if:
- 9.4.1 the Defaulting Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 9.4.2 the Defaulting Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 9.4.3 the Defaulting Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 9.4.4 the Defaulting Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- 9.4.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up (being a company) or bankruptcy (being an individual) of the Defaulting Party;
- 9.4.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Defaulting Party;
- 9.4.7 the holder of a qualifying floating charge over the assets of that the Defaulting Party has become entitled to appoint or has appointed an administrative receiver;
- 9.4.8 a person becomes entitled to appoint a receiver over all or any of the assets of the Defaulting Party or a receiver is appointed over all or any of the assets of the Defaulting Party;
- 9.4.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Defaulting Party's assets and such attachment or process is not discharged within 14 days;
- 9.4.10 the Defaulting Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 9.4.11 there is a change of control of the Defaulting Party.
- 9.5 For the purposes of this Agreement, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Innocent Party would otherwise derive from:
- 9.5.1 a substantial portion of this Agreement; or
- 9.5.2 any of the Defaulting Party's obligations set out in this Agreement,
- 9.5.3 over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake, or misunderstanding.
- 10 Consequences of termination**
- 10.1 The Partner shall remain obliged to pay the Charges for any Qualified Enquiries until the agreed termination date of this Agreement.
- 10.2 On termination of this Agreement, the Partner shall as soon as reasonably practicable deliver to Toddle all copies of information and data provided by Toddle to the Partner for the purposes of this Agreement. The Partner shall certify to Toddle that it has not retained any copies of the information or data, except for one copy which the Partner may use for audit purposes only and subject to the confidentiality obligations in clause 8 of this Schedule and the data protection obligations in clause 11 of this Schedule.
- 10.3 On termination of this Agreement, the following clauses of this Schedule shall continue in force: clause 4 (Charges and payment), clause 5 (Indemnity), clause 6 (Insurance), clause 8 (Confidentiality), clause 10 (Limitation of liability), clause 11 (Data Protection), clause 13 (Consequences of termination), clause 14 (Remedies), clause 16 (Inadequacy of damages), clause 19 (Waiver), clause 25 (Notice), clause 27 (Governing law) and clause 28 (Jurisdiction).
- 10.4 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 11 Remedies**
- 11.1 If any Branch Services are not materially supplied in accordance with, or the Partner fails to materially comply with, any terms of this Agreement, Toddle shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:
- 11.1.1 to rescind this Agreement; or
- 11.1.2 to claim such damages as it may have sustained in connection with the Partner's breach (or breaches) of this Agreement.
- 12 Inadequacy of damages**
- 12.1 Without prejudice to any other rights or remedies that Toddle may have, the Partner acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Partner. Accordingly, Toddle shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.
- 13 Force majeure**
- 13.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events,

circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this Agreement immediately by giving written notice to the affected party.

14 Assignment and other dealings

14.1 Neither party may transfer, assign, subcontract, novate, charge or otherwise dispose of this Agreement or any of its rights or obligations arising under it without the prior written consent of the other party.

15 Variation

15.1 No variation of this Agreement shall be effective unless it is confirmed in writing by both parties.

16 Waiver

16.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
16.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17 Rights and remedies

17.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18 Severance

18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

19 Entire agreement

19.1 This Agreement and any document expressly referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20 No partnership or agency

20.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
20.2 Each party is acting on its own behalf and not for the benefit of any other person.

21 Third party rights

21.1 A party who is not a party to these Terms of Platform Use shall have no rights under the Contract (Rights of Third Parties) Act 1999 or otherwise as a third party to enforce any terms of this Agreement.

22 Notices

22.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
22.1.1 where being given by the Partner, delivered by hand or by pre-paid first-class post or other next Business Day delivery service to the registered office of Toddle; or
22.1.2 where being given by Toddle, delivered by hand or by pre-paid first-class post or other next Business Day delivery service to the registered office of Toddle or sent by email to the address that the Partner has registered on the Platform.
22.2 Any notice shall be deemed to have been received:
22.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
22.2.2 if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service;
22.2.3 if sent by email, at 9.00am on the next Business Day after transmission.
22.3 This clause of this Schedule does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23 Dispute Resolution

23.1 In the event of a dispute between Toddle and the Partner concerning any alleged breach of any provision of this Agreement, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with those rules. The arbitration shall take place in England and be subject to the law of England and Wales.

24 Governing law

24.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

25 Jurisdiction

25.1 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

26 Contacting Toddle

26.1 Please submit any questions you have about the Agreement, or any complaints in relation to the Service by email to hello@toddle.co.uk

SCHEDULE 2 – DEFINITIONS AND INTERPRETATIONS

The following definitions and rules of interpretation apply in all Partner Services Agreement and the Standard Branch Partner Terms and Conditions:

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Branch	a child care location owned by the Partner and presented as a Listing, from which they shall provide Branch Services from to a Branch Seeker.
Branch Seeker	means a User that is active and/or has enquired on the Platform for the purpose of being introduced by Toddle to a Branch, in the context of the receipt of Branch Services by themselves or on behalf of someone else, such as a family member or friend.
Branch Seeker Information	means the qualification information delivered with an Enquiry, including but not limited to, a Branch Seeker’s name, interested Branch, contact information, and requirements.
Branch Services	means the provision of childcare services by a branch to a branch seeker, following a Qualified Enquiry, whether arranged via the Platform or directly between the Branch Seeker and Partner.
Charges	means the amounts payable by the Partner to Toddle in receipt of Qualified Enquiries and invoiced on the first day of the month as detailed in Section 3 of the Partner Services Agreement.
Commencement Date	the Agreement start date, as specified in Section 1 of the Partner Services Agreement.
Data Breach	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
Data Controller	has the same meaning given to it in the DPA.
Data Processor	has the same meaning given to it in the DPA.
Data Subject	has the same meaning given to it in the DPA.
Data Subject Request	means a request by a Data Subject to exercise their rights under the DPA in relation to the Shared Personal Data.
DPA	means the Data Protection Act 2018 and any replacement legislation, regulatory guidance, together with any regional privacy law including the GDPR.
Direct Call	means a telephone call between a Branch Seeker and Branch, which has been generated via the Platform using Twillio. All Direct Call’s will be recorded using Twillio and displayed to Partners via the Partner Portal, including Branch Seeker Information.
Direct Request	means a Branch Seeker has enquired directly with a Branch, via the Platform, in the form of a request, including, but not limited to a Brochure Request, Call-back and/or Viewing. All Direct Request’s will be displayed to Partners via the Partner Portal, including Branch Seeker information.
GDPR	the General Data Protection Regulations (2016/679).
Dispute Period	means Partners have 5-working days, from the Enquiry Delivery Date, to dispute any Enquiries received. If an Enquiry is not disputed within 5-working days of the Enquiry Delivery Date, it will be deemed a Qualified Enquiry and Charges will apply.
Enquiry	means a Branch Seeker has been introduced to a Branch via the Platform, in the form of contact, including, but not limited to a Direct Call, Direct Request, Lead and Toddle Call. An Enquiry does not include Business, Job, Sales or other forms of non-Branch Seeker Enquiries.
Enquiry Delivery Date	means the date an Enquiry is delivered to a Branch and subsequently displayed in the Partner Portal.
Partner	means all nurseries, pre-schools, creches, childminders or childcare providers who have agreed to Toddle’s Partner Services Agreement.
Partner Portal	the secure web portal operated by Toddle, which provides detailed information on all Enquiries and Qualified Enquiries to Partners, as well as data analysis, insights and Reports.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in

	whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Lead	a Branch Seeker that has not explicitly expressed interest in a Branch, but instead has been deemed a good match based on their search (location, care and budget) requirements. All Lead's will be displayed to Partners via the Partner Portal, including Branch Seeker Information.
Listing	a Branch advertisement on the Platform, including Branch Services, Space and Space Fees.
Toddle Call	means a telephone call between a member of the Toddle team and Branch, whereby they are reporting a Branch Seeker to the Branch. All Toddle Call's will be recorded using Twillio and displayed to Partners via the Partner Portal, including Branch Seeker Information.
Personal Data	has the same meaning given to it in the DPA.
Platform	means Toddle's website located at the Site and related Concierge Services provided to Branch Seekers from time to time.
Privacy and Cookies Policy	means the Privacy and Cookies Policy as referenced in the Terms of Platform Use and accepted by the Partner on use of the Platform, together with any documents referred to therein. Toddle's Privacy and Cookies Policy is accessible on the Site.
Process, Processing	has the same meaning given to it in the DPA.
Qualified Enquiry	means an enquiry, which has not been disputed by the Partner during the Dispute Period.
Report	a selection of Content based information produced by Toddle and provided to Partners in a readily viewable on-screen format (such as PDF File) or made available to be saved or printed by Partners outside of the Partner Portal environment.
Sensitive Personal Data	means the expected standards of quality to which the Branch Services shall be performed and Listings displayed and maintained as detailed in section 3 of Schedule 1.
Services	the promotion and marketing of the Partner's Space, as well as the receipt of Enquiries and Qualified Enquires.
Service Standards	means the expected standards of quality to which the Branch Services shall be performed, and Listings maintained, as detailed in Section 4 of the Partner Services Agreement.
Shared Personal Data	means the Personal Data shared between the parties pursuant to this Agreement.
Site	refers to https://mytoddle.co.uk
Space	means the available beds and homes within a Branch.
Space Fee	means the purchase or rental price for the Branch Services provided to the Branch Seeker by the Partner, as part of the Resident Agreement.
Supervisory Authority	means the relevant supervisory authority as set out in the DPA.
Terms of Platform Use	means the Terms of Platform Use accepted by the Partner on use of the Platform, together with any documents referred to in it, in place from time to time.
Twillio	refers to the 3 rd party technology used by Toddle to record all Direct Calls and Toddle Calls.
User	any person who uses the Platform.
VAT	value added tax chargeable under the Value Added Tax Act 1994.