



## Terms of Service – HAF Recipient

Wonde Limited, trading as 'Evouchers', ("**Evouchers**", "**we**", "**our**" or "**us**") has created an event booking management software which we operate through our website <https://holidayactivities.com/> ("**Website**"), and associated platforms, collectively known as the HolidayActivities Software ("**HolidayActivities Software**"). The HolidayActivities Software amongst other things facilitates the provision of services of the Government's Holiday, Activities and Food Programme ("**HAF**") within our HAF platform ("**HAF Platform**").

The services are operated by Wonde Limited which is a company registered in England and Wales under company number 08645640. Please send all correspondence to Furlong House, 2 King's Court, Newmarket, Suffolk, CB8 7SG.

These Terms of Service ("**Agreement**") details the agreement between us and any parent, guardian or authorised user ("**HAF Recipient**", "**you**" or "**your**") that wishes to access and use the HAF Platform in relation to the services provided by us.

By registering an account with us, you agree to become an authorised user of the HAF Platform. You will indicate and confirm to us that you have read, understood and accepted these terms of service, our general [terms of use](#) and our [privacy notice](#), and that you agree to be bound by these, without limitation or qualification to all of these terms which are incorporated herein.

### Background

Our HolidayActivities Software operates as a bespoke system which incorporates the event booking management system for HAF. This software is supplied in the form of the HAF Platform, which can be used by schools, local authorities, Government bodies and other organisations to deliver the HAF programme directly to its recipients. To enable us to provide HAF to you, we do so in the form of a HAF booking made available via the HAF Platform ("**HAF Booking**") which will allow you to then log on and book your chosen event.

Under this Agreement, we shall provide intermediary services via the HAF Platform between you as a HAF Recipient, any funding organisation (such as a local authority) of the HAF Bookings ("**HAF Buyer**"), and any event organiser / activity provider ("**HAF Provider**") who will each have access to the desired holiday programme and the specific activity or event ("**Event**") which is facilitated through the HAF Platform.

## 1. **GENERAL**

- 1.1. You confirm that by becoming an authorised user of the HAF Platform, you are the parent or legal guardian of the child(ren) nominated to register and use the HAF Platform and benefit from the HAF Booking to enable them to participate in the HAF Holiday Programme. Your child(ren) must therefore be eligible to participate in HAF and you hereby agree that you are authorised to continue and book the relevant Event as appropriate.
- 1.2. If you are delegating your authority to a third party i.e. a family member, to use the HAF Platform, you confirm that the third party is authorised by you to access and use the HAF Platform on your behalf by inputting any applicable data, and in doing so, shall be bound by the terms of this Agreement.
- 1.3. The Agreement is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Agreement.
- 1.4. Wonde's obligations contained in this Agreement are only owed to you and no other party.
- 1.5. We may from time to time make changes to this Agreement and any policies and agreements which are incorporated herein, and such changes shall be effective immediately upon posting to the Holiday Activities Software. Your use of the HAF Platform after such changes, shall constitute your acceptance.

## 2. **CREATING YOUR ACCOUNT AND BOOKING AN EVENT**

- 2.1. Your access to the HAF Platform as a HAF Recipient shall be provided to you upon receipt of a text, an email, or a web link, which shall then enable you access to the HAF Platform, and an account will be created upon registration.
- 2.2. Should we become aware that your child(ren) no longer qualifies, we reserve the right to suspend your access to the HAF Platform.
- 2.3. **Booking your HAF Event.** Please follow the prompts to enable you to access and create your booking for the applicable Event(s) as may be required.
- 2.4. You will be prompted to follow the instructions via the HAF Platform and you will only be able to access your link once.
- 2.5. Once you have access to the HAF Platform, you will then be able to schedule your Event for the relevant HAF Holiday Programme that you are entitled to.
- 2.6. Once you have booked the relevant Event, please note that you may be required to enter into a separate contract with the HAF Provider and you will be required to accept any policies, or provide any consent relating to the HAF Provider's use of any personal data supplied.
- 2.7. You agree that you accept responsibility for all of the details you provide to us in the course of booking your Event. Please check the details of your booking carefully when you are introduced to the HAF Provider. You are solely responsible for ensuring that any information uploaded by you to the HAF Platform is complete and accurate. Wonde shall not be liable or responsible for any errors or omissions inputted by you or any person on your behalf.
- 2.8. You acknowledge that the HAF Booking is non-refundable, nor transferable, without the HAF Buyer's consent.

## 3. **WONDE'S OBLIGATIONS**

- 3.1. Wonde shall provide its services with reasonable care and skill pursuant to the terms of this Agreement.

#### 4. LIMITATION OF LIABILITY – PLEASE READ CAREFULLY

- 4.1. References to liability in this clause 4 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 4.2. **Liabilities which cannot legally be limited.** Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence; and
  - (b) fraud or fraudulent misrepresentation.
- 4.3. Subject to clause 4.2, Wonde's total liability for any breach (or breaches related to the same Event booking) shall be limited to the face value amount paid by the HAF Buyer to Wonde for the HAF Booking specific to the Event.
- 4.4. Subject to clause 4.2, this clause 4.4 specifies the types of losses that are excluded:
- (a) loss of profits;
  - (b) loss of expenses;
  - (c) loss of sales or business;
  - (d) loss of agreements or contracts;
  - (e) loss of anticipated savings;
  - (f) loss of use or corruption of software, data or information;
  - (g) loss of or damage to goodwill; and
  - (h) indirect or consequential loss.
- 4.5. Exclusion of statutory implied term. Wonde has given commitments as to its levels of service in accordance with clause 3.1. In view of this obligation, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by

law, excluded from this Agreement.

## 5. DATA PROTECTION

- 5.1. You acknowledge and agree that, for the purposes of Data Protection Laws, we are a Controller in respect of all Personal Data collected by, or transferred to us by you, in the course of us providing our services under this Agreement.
- 5.2. We shall comply with our obligations under Data Protection Laws when processing the Personal Data and ensure we have a legal basis to do so, further information as set out in our [Privacy Notice](#).
- 5.3. You accept that in the provision of providing our services to you via the HAF Platform, we will be required to share Personal Data uploaded by you with either the HAF Buyer for reporting purposes, or the HAF Provider to facilitate the Event and ensure the HAF Provider has sufficient details to proceed.
- 5.4. You warrant and represent that any transfer by you of Personal Data to us for the purpose of us providing our services under this Agreement, is lawful under, and in full compliance with, Data Protection Laws. You shall indemnify us against all costs, claims, damages, expenses, losses and liabilities incurred by us arising out of or in connection with any breach of the foregoing warranty and representation.
- 5.5. Please be aware that our [privacy notice](#) only governs how we collect and use your Personal Data. You will need to satisfy yourself on how the HAF Buyer and the HAF Providers collect and use your Personal Data in the course of providing you with their services relating to HAF. We shall have no responsibility for their handling of your Personal Data.
- 5.6. In this clause:
  - (a) **“Data Protection Laws”** means the Data Protection Act 2018 (as amended or replaced from time-to-time), UK GDPR (as defined in the Data Protection Act 2018), any other legally binding rules or regulations concerning the protection of personal data in the United Kingdom.

(b) The terms “**Controller**”, “**processing**” and “**Personal Data**” have the meaning given in the Data Protection Laws.

## 6. **EVENTS OUTSIDE OF OUR CONTROL**

6.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by any act or event beyond our reasonable control (“**Event Outside Our Control**”).

6.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this Agreement:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) Our obligations under this Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control, unless we need to terminate our Agreement with you.

6.3 For the avoidance of doubt, we shall not be liable to you or any other person (including any intended beneficiary):

6.3.1 as a result of any act, omission, failure, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or payments system, or regulatory, governmental or supra-national body or authority;

6.3.2 for any withdrawal of authorisation of a HAF Provider by any HAF Buyers;

6.3.3 for any information, bookings (including but not limited to specific information around dietary requirements), events, communications or documents (“**Content**”) that have been inserted, uploaded or otherwise added to the HAF Platform where such Content originated from any HAF Buyer, you or the HAF Providers.

## 7. **CONFIDENTIALITY**

7.1 You acknowledge that the terms of this Agreement remain confidential between us and you will not use, or do anything to either

breach this clause 7.1 or use our confidential information except for the purposes of performing your rights under this Agreement.

7.2 You agree to maintain the confidentiality of any password provided by us when you become an authorised user. You will inform us immediately if you believe that your password may have been compromised in any way.

7.3 We shall in no way be responsible to you if there is any unauthorised access as a result of your password being compromised by you.

## 8. TERMINATION

8.1. We may terminate this Agreement at any time if you:

8.1.1. breach these terms;

8.1.2. if you use or misuse the HAF Platform in any way, or use the services in a way not intended by Evouchers; or

8.1.3. if through your use of the HAF Platform, you do anything to contravene or breach any applicable law.

8.2. We may also choose to stop providing this service to you or via the HAF Platform in general. If this happens, we will give you reasonable notice to effect this. You agree that we will not be liable to you or any third party as a result of such termination of your right to use or access the HAF Platform.

8.3. You may terminate your access to the HAF Platform at any time simply by deleting your account.

## 9. GENERAL

9.1. *Entire agreement.* This Agreement, our [terms of use](#) and [privacy notice](#) constitutes the entire agreement between us and you in relation to HAF and our services in the HAF Platform, and supersedes and extinguishes all previous terms, promises, assurances, warranties, representations and understandings between us, whether written or oral.

9.2. *Updates to this Agreement.* You agree that we shall have the right to make changes to this Agreement from time to time.

9.3. *Notice.* Any notice or other communication given by one of us to the other under or in connection with Agreement must be in writing and be delivered to the other. You may contact us at

[finance@wonde.com](mailto:finance@wonde.com) or such other contact details that we may provide you from time to time.

- 9.4. *Assignment and transfer.* Wonde may freely assign or transfer its rights and obligations under this Agreement. You may only assign or transfer your rights or your obligations under this Agreement if we agree in advance in writing.
- 9.5. *Waiver.* If we do not insist that you perform any of your obligations under this Agreement, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.
- 9.6. *Severance.* Each paragraph of this Agreement operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 9.7. *Third party rights.* This Agreement is between you and us. No other person has any rights to enforce any of its terms.
- 9.8. *Governing law and jurisdiction.* This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the English courts.