

TERMS AND CONDITIONS OF USE AND SERVICE
OF HOMECONTACT.CO.UK

- 'You', 'Your' and 'Yours' are references to any person(s) accessing the Website/Services, including but not limited to, subscribers, visitors and end-users;
- 'We', 'Our' and 'Us' are references to HOMECONTACT LTD ("homecontact.co.uk");
- 'User' and 'End-user' is reference to any persons authorised by a Subscriber to access or use of the Website/Services;
- 'Subscriber' and 'Subscribers' are references to any entity, who have registered, applied or paid for subscription to access to and have use of the Website/Services;
- homecontact.co.uk is reference to the website and system/service;
- HOMECONTACT LTD is reference to the site owner, situated at HOMECONTACT LTD, Greenway Business Centre, Harlow Business Park, Essex, CM19 5QE. Registered in England: 06986318.

These terms constitute the entire agreement and understanding between you and HOMECONTACT LTD in relation to the subject matter. If you do not agree to these terms, you may not use this site, or the services provided within it.

Who We Are

HOMECONTACT LTD is a service provider using modern technology via the Internet to facilitate communication between Schools, Youth Groups (hereinafter "Subscribers") and the like to their respective end-users, such as Parents (hereinafter "end-users")

For the avoidance of doubt, in respect of Subscribers, your contract will be with HOMECONTACT LTD who retain ultimate control and reserve all rights whether to grant end-users any access to and use of homecontact.co.uk. Furthermore, HOMECONTACT LTD do not accept any agreement with or enter into any contract with any end-users, save where the terms in this Terms of Use and Service shall prevail.

In the first instance, end-users should contact the Subscriber that has granted any rights of access to and use of HOMECONTACT LTD.co.uk

1. ACCEPTANCE OF TERMS

1.1 Your access to and use of homecontact.co.uk ("the Website") and any Services referred to in Clause 2, is subject exclusively to these Terms and Conditions. You will not use the Website/Services for any purpose that is unlawful or prohibited by these Terms and Conditions.

By using the Website/Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/Services.

1.2 We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

2. THE SERVICES

- 2.1 The Website may provide communication tools such as email, SMS (text) messaging, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities ("the Services") designed to enable you to communicate with others. Unless stated otherwise the Services are for your business use only.

3. DATA PROTECTION AND PRIVACY POLICY

- 3.1 We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of end-users and maintaining the security of any personal information received or stored.
- 3.2 If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for the operation of the service and notifying you of changes or updates to the Website/Services.
- 3.3 We use a technology called "cookies" as part of our normal business procedure to track patterns of behaviour of visitors to the Website. A cookie is an element of data that the Website sends to your browser that is then stored on your system. You can set your browser to prevent this happening. Any information collected in this way can be used to identify you unless you change your browser settings.
- 3.4 We are registered under the Data Protection Act 1998 with the Information Commissioners Office as HOMECONTACT LTD (homecontact.co.uk) Registration No. Z9824774.

4. END-USER ACCOUNT, PASSWORD AND SECURITY

- 4.1 If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service.
- 4.2 You are responsible for maintaining the confidentiality of the username and password and also for all activities, which take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security.
- 4.3 In no event will HOMECONTACT LTD be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another user's account at any time, without the express permission of the Subscriber, or where you are the Subscriber, not use another Subscriber's account without the permission of HOMECONTACT LTD

5. ACCEPTABLE USE

- 5.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent.
- 5.2 HOMECONTACT LTD will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content,

including any reliance on the accuracy or completeness of such Content including any file attachments transmitted.

- 5.3 In using the Website/Services you agree not to:
- 5.3.1 use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
 - 5.3.2 post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;
 - 5.3.3 post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;
 - 5.3.4 threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
 - 5.3.5 use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;
 - 5.3.6 make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;
 - 5.3.7 collect or store personal information about others, including email addresses, except where the website so permits;
 - 5.3.8 advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;
 - 5.3.9 impersonate any person or entity for the purpose of misleading others;
 - 5.3.10 violate any applicable laws or regulations;
 - 5.3.11 use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use of the Website/Services;
 - 5.3.12 use the Website/Services to exceed any limitations set out in the Fair Use Policy currently in force, or knowingly, recklessly or negligently cause, or contribute to any breach of the same;
 - 5.3.13 post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
 - 5.3.14 attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.
- 5.4 We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

6. OTHER TERMS AND CONDITIONS

- 6.1 By using the Website/Services you acknowledge that other or additional terms

and conditions may apply, including but not limited to our terms of business and any other terms and conditions by third parties, which you further acknowledge is beyond our control and indemnify HOMECONTACT LTD.

6.2 For those subscribers that subscribe to the additional online payments module of the service, known as HomePay, the following terms and conditions apply both to the subscriber and their end-user's.

6.2.2 Use of the Online Payments Module (HomePay)

6.2.2.1 The service may only be used by authorised persons and for authorised 'business' uses (see below). The service may not be used, under any circumstances, to collect any funds for any individual. HomeContact Ltd fully complies with all anti-money laundering regulations and is obliged to report any suspicious activity to the relevant agency. Such declaration will initiate an immediate suspension of the Subscriber's account subject to a full investigation.

6.2.2.2 Authorised business uses would include, but not limited to:

- Collection of meal money;
- Collection of money for trips, visits and activities;
- Collection of fees directly associated with the Subscribers business activities (tuition fees, subscriptions);
- Collection of monies for the sale of items directly associated with the Subscribers business activities (tickets for performances, uniforms, equipment);

6.2.2.3 To ensure compliance with anti-money laundering regulations we are required to carry out due diligence check on some Subscribers. In this instance we will contact you to obtain this information however activation of the HomePay service will not commence until these due diligence checks have been completed. It is responsibility of the Subscriber to provide correct and accurate information for the due diligence process.

6.2.3 Regulation

6.2.3.1 To provide the online payment service HomeContact Ltd is registered and regulated by the Financial Services Authority (FSA) as a small payments institution (SPI). (FSA Registration No: 529112).

6.2.3.2 Details regarding HomeContact Ltd's responsibilities as an SPI can be [found here](#).

6.2.3.3 HomeContact Ltd, through its services shall carry out checks on the payment card to determine the validity of the card. For the avoidance of doubt, HomeContact Ltd, through its services is unable to check:

- If the person using the payment card has the permission of the cardholder to use the payment card, or
- Whether there are sufficient financial resources available in the payment card account to complete a transaction.

6.2.4 Provision of service

6.2.4.1 The subscriber agrees that HomeContact Ltd in providing the service does not act as a principal but acts as a facilitator on behalf of the Subscriber to enable the Subscriber to request and receive payments from their end-users. The Subscriber further agrees to allow HomeContact Ltd to act as a facilitator on their behalf for the purpose of processing authorisation requests on end-users' payment cards.

6.2.4.2 HomeContact Ltd may from time to time without notice change all or alter the networks to which it connects for the processing of transactions.

- 6.2.4.3 The Subscriber acknowledges and accepts that the collation and accuracy of any transaction data submitted to HomeContact Ltd via the HomePay service is the Subscriber's exclusive responsibility and that HomeContact Ltd is solely acting on the Subscriber's behalf in seeking authorisation from our acquiring bank and the relevant payment card scheme.
- 6.2.4.4 Accordingly HomeContact Ltd shall have no liability whatsoever or howsoever to the Subscriber in relation to authorisation requests sought on the Subscriber's behalf from HomeContact Ltd's acquiring bank, particularly in relation to successful authorisation of a transaction that may subsequently be identified as fraudulent.
- 6.2.4.5 HomeContact Ltd shall not be financially responsible for any chargebacks claimed by an end-user however will facilitate their processing. The financial cost of any successful chargebacks will ultimately be borne by the Subscriber. HomeContact Ltd may on occasions temporarily settle chargebacks on the Subscribers behalf to ensure compliance with card scheme regulations and to prevent any adverse effects of the HomePay system. In this situation, the Subscriber agrees to settle any amounts due upon request by way of invoice.
- 6.2.4.6 It is the responsibility of the Subscriber to provide HomeContact Ltd with accurate information regarding their designated bank account(s). HomeContact Ltd accepts no liability for any loss whatsoever due to inaccurate bank account details being provided.

6.2.5 SUBSCRIBERS

6.2.5.1 Re-payments/Fund Transfers

Payments received online from end-users via the system will be transferred to the Subscribers nominated bank account(s) as outlined below:

The balance of payments received between the 1st & 15th of each month will be transferred on the 20th of the month. Payments received between the 16th & 31st of each month will be transferred on the 5th of the following month, less any refunds issued.

Only one bulk payment per designated bank account will be made per payment day. Where a payment day falls on a non-working day, payments will be made on the next working day. For the avoidance of doubt, the term payment day refers to the day on which the funds received from end-user's within the defined payment period are transferred to the Subscribers nominated bank account(s).

6.2.5.2 Refunds

Refunds can only be issued by a Subscriber to an end-user providing the original payment has not yet been transferred (ie the refund is issued before the end of the payment period payment date). By default the refund amount will be credited to the end-users 'payment wallet' within the system and not credited back to their original payment card.

Refunds issued after the payment date has passed can only be refunded directly to the end-users original payment card. There is a charge of two transaction credits for this which is debited directly from the Subscribers transaction balance. There must be sufficient funds within the Subscribers bank account within the system for this refund to be completed. Refund requests can be made to support@homecontact.co.uk.

6.2.5.3 Transaction Credits

Payments can only be processed subject to the Subscriber having sufficient transaction credits available. Should the credit balance be zero*, no payments will be processed. End-Users will be made aware of this and referred back to the Subscriber.

* By arrangement with HomeContact Ltd, some Subscriber's accounts will be permitted to continue to accept payments from end-users when their transaction balance is below zero. In this situation the Subscriber accepts that any 'spent' transaction credits must still be paid for upon demand by way of invoice.

6.2.5.4 Deletion of an End-User Account

End-user accounts can be deleted at any time at the discretion of the Subscriber, and should be removed subject to these terms & conditions. If the data is no longer required, the end-user account should be removed from the system. Where the end-user account has credit in their 'Payment Wallet' the balance shall be refunded to the end-user's original payment card minus a £5.00 administration charge. Where the credit in their payment wallet is less than £5.00, no payment shall be due. Subscribers have no right to any un-spent funds in an end-users 'Payment Wallet'.

6.2.5.5 Virtual Terminal Transactions

A virtual terminal (VT) is available within HomePay to enable subscribers to process 'Card Holder Not Present' (CNP) card transactions on behalf of an end-user. All VT transactions must be linked to an end-user account and should comply with CNP card scheme rules. It is the responsibility of the subscriber to ensure the end-user for whom they are making the transaction on behalf of is the legal cardholder.

Under no circumstances should an end-user's payment card details be sorted or recorded in any other location or format other than within the secure payment page provided as part of the VT. This includes but is not limited to hand-written records or electronic records such as emails and/or computer files. Failure to comply contravenes card scheme regulations and can result in the service being withdrawn without warning.

6.2.6 END USERS

6.2.6.1 End-User Duties & Liabilities

End-Users are only permitted to use the service strictly in accordance with this Agreement, and specifically that they will:

- not use any payment card not legally issued to them;
- only provide accurate information for card payment transaction processing purposes;
- accept responsibility for any information provided under the account login provided to them;
- keep their password and login details confidential and report any suspected breach immediately to us;

6.2.6.2 HomeContact Ltd reserves the right to suspend, either temporarily or permanently, the account of any user that repeatedly attempts to provide false payment card information for processing.

6.2.6.3 The end-user further acknowledge that any payments made by credit or debit card may be subject to any additional terms and conditions of the payment processor, acquiring or issuing bank and any payment will constitute an acceptance of those terms.

6.2.6.4 If an error by us resulted in our not successfully completing a transaction, we will be liable to re-process the transaction wherever possible and where deemed by us to be appropriate, we will refund any amount as a result of carrying out a defective payment transaction, unless:

- the end-user had insufficient funds to complete the transaction;

- the transaction was declined either by the acquiring bank, issuing bank or card processors regardless of whether a reason for the decline has been provided or not.

7. SUSPENSION, TRANSFER AND TERMINATION

7.1 We have the right to terminate or suspend your access to any or all of the

Services at any time, without notice, for any reason, including without limitation, any access to and use of any accounts, or any access and use by any end-users, for any period determined by HOMECONTACT LTD, where:

- 7.1.1 An outstanding debt, of any amount, remains unpaid, or under dispute;
- 7.1.2 Any chargeback is made on any credit or debit card;
- 7.1.3 Any bill of exchange (including Postal Orders and Bankers Draft) is dishonoured, for whatever reason;
- 7.1.4 The account is inactive for a period of 12 months or more;
- 7.1.5 Any suspension is required to enable compliance with any terms of this Agreement;
- 7.1.6 There has been a breach of any terms of this Agreement.

7.2 We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to or use of the Website/Services.

7.3 HOMECONTACT LTD reserves the right to transfer any account and/or end-user under the control of any Subscriber back to HOMECONTACT LTD where:

- 7.3.1 The Subscriber's account has remained inactive for more than 12 months, or;
- 7.3.2 The Subscriber's account is suspended or terminated for any reason;
- 7.3.3. The end-user has made a written request to HOMECONTACT LTD for the end-user's account to be transferred and be placed under the control of HOMECONTACT LTD, or another Subscriber.

7.4 Any end-user may request at any time in writing to transfer their access account to an alternative active Subscriber, subject to a written acceptance from HOMECONTACT LTD. The Subscriber and the end-user acknowledge that upon transferring an account, both transferor and transferee may lose any entitlements to any promotion, privileges, or other benefit in force at the time of transfer. Any continued entitlement and transfer of the same remains at the sole discretion of HOMECONTACT LTD.

7.5 In the event of termination, by either party to this Agreement, for whatever reason, HOMECONTACT LTD reserve the right to transfer any Subscriber and/or end-user to a new Subscriber and enter into a new agreement directly with HOMECONTACT LTD.

8. LINKS TO THIRD PARTY WEBSITES

8.1 The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that HOMECONTACT LTD is not responsible for the content or availability of any such sites.

9. INTERNATIONAL USE

- 9.1 You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trade marks, patents and other intellectual property rights and laws.
- 10.2 In accessing the Website you agree that you will access the contents solely for your business use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.
- 10.3 HOMECONTACT LTD does not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Services. However, by doing so you are granting us a world-wide, royalty free, non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit, translate or publish such Content for as long as you elect to display such Content via the Services. The licence shall be terminated when such Content is deleted from the Services.

11. INDEMNITY

- 11.1 You agree to indemnify and hold HOMECONTACT LTD harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against HOMECONTACT LTD by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by HOMECONTACT LTD in consequence of your breach of these Terms and Conditions.

12. DISCLAIMERS AND LIMITATION OF LIABILITY

- 12.1 Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 12.2 To the extent permitted by law, HOMECONTACT LTD will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services, including but not limited to any loss or damage arising from any advertisements.
- 12.3 HOMECONTACT LTD makes no warranty that the Website/Services will meet your requirements, that Content will be accurate (including but not limited to any legal advice) or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.
- 12.4 Messages including email sent over the Internet cannot be guaranteed to be

completely secure as they are subject to possible interception or loss or possible alteration. HOMECONTACT LTD are not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any message or email sent by you to HOMECONTACT LTD or any message or email sent by HOMECONTACT LTD to you over the Internet.

- 12.5 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of HOMECONTACT LTD for death or personal injury as a result of the negligence of HOMECONTACT LTD.
- 12.6 Any reference to homecontact.co.uk in these Terms and Conditions shall include HOMECONTACT LTD.
- 12.7 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer. For the avoidance of doubt, all Subscribers are not deemed consumers according to legislation currently in force.

13. SUBSCRIPTIONS, RE-SUBSCRIPTION AND REFUNDS

- 13.1 Upon an acceptance by HOMECONTACT LTD as a Subscriber of the Website/Services, the Subscriber may:
 - 13.1.1 Immediately subscribe to the service on an annual basis at the published rate at the time of applying for subscription, using a valid credit or debit card (where available) or upon demand by Invoice, payment by cheque or bankers draft to clear within thirty days of registration or date of Invoice, whichever the sooner;
 - 13.1.2 Receive any discount as part of a special promotion at the time of applying for subscription, or renewal of the same;
 - 13.1.3 The Subscriber further acknowledges that any promotion is subject to any additional terms and conditions of that promotion and HOMECONTACT LTD reserve the right to withdraw any promotion at any time for any reason without notice.
- 13.2.1 A subscription renewal invoice will be automatically generated and sent to the subscriber electronically on the relevant due date. Continued use of the service after the re-subscription invoice has been generated implies agreement to re-subscribe to the service for the subscription term stated in the subscription renewal invoice. The subscription renewal invoice is therefore payable in full.
- 13.2.2 HomeContact Ltd sends all invoices electronically to the account administrator email address or to a specified billing/accounts address if requested. HomeContact Ltd accepts no responsibility for apparent non-receipt of electronic invoices. Account/billing contact email addresses should be regularly monitored (inc Junk/Spam folders) to ensure no electronic invoices from HomeContact Ltd are missed.
- 13.2.3 Upon receipt of the subscription renewal invoice, should the Subscriber not wish to re-subscribe to the service they must inform HomeContact Ltd in writing by the invoice due date. Failure to do so will mean the re-subscription invoice amount is payable in full.
- 13.3.1 The Subscriber acknowledges that no refunds of subscriptions will be made, at any time, to any Subscriber, immediately upon granting of access to the Service. Thereafter all subscriptions fees will become due, whether the Subscriber has received the Invoice, or not.
- 13.3.2 Where the subscriber chooses not to re-new their subscription and where there are text and/or transaction credits remaining on the account, these credits are forfeit and no refunds shall be payable.

14. MISCELLANEOUS

- 14.1 If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.
- 14.2 HOMECONTACT LTD reserve the right to make any variation to this Agreement with immediate effect and the Subscriber acknowledge and accept the variation by notice on the Website. The Subscriber further acknowledge that each access and use (whether continuous or not) of the Website/Service will constitute an acceptance of any terms in this Agreement, whether varied or not.
- 14.3 No failure, delay, relaxation or forbearance on the part of either party in exercising any power or right under this Agreement shall operate as a waiver of such power or right or of any other power or right.
- 14.4 This Agreement and any rights granted pursuant to this Agreement are personal to the Subscriber and except where permitted above the Subscriber shall not assign the benefit of or any interest or obligation under this Agreement.
- 14.5 Apart from HOMECONTACT LTD's subscribers and authorised suppliers, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement. The consent of any third party is not required for any variation (including any release or compromise of any liability under this Agreement) or termination of this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with English law and not by the 1980 U. N. Convention on Contracts for the International Sale of Goods. If this Agreement has been translated into a language which is not English and a dispute arises as to the meaning or translation of any term of this Agreement, the interpretation of the English version shall prevail. The parties agree to submit to the exclusive jurisdiction of the English Courts.