



## Purchase Terms and Conditions

*These terms and conditions ("**Agreement**") detail the agreement between Wonde Limited, trading as HolidayActivities, ("**HolidayActivities**", "**we**" or "**us**") and any organisation (including but not limited to a local authority, school or such other institution or any person connected with such institution or on behalf of such institution ("**Buyer**" or "**you**") who purchases the services, or any products through us via our website <https://holidayactivities.com/>, applications or related platforms ("**HolidayActivities Software**").*

*Through the use of the HolidayActivities Software, you will indicate you have read and understood these terms, our general licence terms for the use of our HolidayActivities Software, [data sharing agreement](#) and our [privacy notice](#), and that you agree to be bound by each of these, without limitation or qualification to all of these terms which are incorporated herein.*

*By proceeding with the purchase of any of our products and services in respect of the HolidayActivities Software, you hereby agree to be bound by this Agreement.*

### 1. **CONTRACT**

1.1. This Agreement applies to any order in respect of HolidayActivities bookings or any other similar products placed by you via the HolidayActivities Software, and any provision/assignment of bookings or similar products ("**Bookings**") by us to the recipients of any such Bookings. No other terms are implied by trade, custom, practice or course of dealing.

1.2. 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.

1.3. HolidayActivities obligations contained in this Agreement are only owed to you and no other party.

1.4. 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 website. Your use of the HolidayActivities Software after such changes or the order of our Bookings, shall constitute your acceptance.

## **2. VOUCHER ASSIGNMENT**

2.1. *Assigning your vouchers.* Please follow the onscreen prompts to assign your vouchers (including selecting an applicable scheme, eligible families, product options, amount values, retailers or applicable Holiday Activity Providers (in respect of holiday activities, for example)). Upon clicking 'assignment of vouchers', this will be treated as acceptance by you to place an order for the Bookings specified in the order subject to the terms of this Agreement ("**Order**") and you agree to be bound by the terms herein. Every order for Bookings made by you shall be deemed to be an offer by you to purchase the Bookings subject to these terms.

2.2. Please check your Order carefully before confirming the details of any Assignment (including but not limited to the eligible families data). As set out in clause 4 below, you are responsible for ensuring that your Assignment of vouchers is complete and accurate. HolidayActivities shall not be liable or responsible for any errors or omissions inputted by you or any person authorised to do so on your behalf. You irrevocably confirm and acknowledge that HolidayActivities shall not be obliged to refund nor is HolidayActivities liable to any extent for any refund of any amount in respect of any errors made in the Assignment

of vouchers.

### 3. PAYMENT

3.1. Subject to clause 3.4, you irrevocably confirm and acknowledge that your obligation to pay the Purchase Price to HolidayActivities is absolute and not conditional upon any confirmation from any local authority that they will reimburse you for any such costs. For the avoidance of doubt, local authorities are responsible and obligated to pay for any associated fees due when using the HolidayActivities Software.

3.2. You agree that HolidayActivities has the right to set off any amounts it holds on your behalf against any monies that are owed by you or the paying party to HolidayActivities from time to time.

3.3. Notwithstanding clause 3.1, where you are, for example, a school and a local authority has agreed to be responsible for paying HolidayActivities directly (provided to the extent that HolidayActivities is satisfied that such third party is legitimately responsible for such payment and HolidayActivities has agreed in writing to such arrangement with such third party) then such third party will be responsible for such payment and nothing in this Agreement shall restrict or prohibit HolidayActivities from allowing such third party to receive such funds to settle any outstanding amounts relating to the Purchase Price. However, to the extent any such Assignment is deemed by HolidayActivities not to be legitimately covered by any such third party then HolidayActivities shall have the right to demand such outstanding amounts from you from time to time.

### 4. Assigning Vouchers to Parents

4.1. Once you have assigned the vouchers to a scheme ("**Assign**", "**Assigned**", "**Assignment**") it is your responsibility to ensure that the relevant information is provided to us via the HolidayActivities Software and you agree to assign such vouchers to the appropriate parents, guardians, parental level contact or other recipients (or other

relevant beneficiaries) ("**Recipients**") in accordance with clauses 4.2 and 4.3.

4.2. The expiration date on the vouchers for an Assignment by you to the Recipients shall be limited to the start date of the scheme for the relevant holiday period for which those vouchers are Assigned, unless otherwise agreed in writing between you and us ("**Expiry Date**"). The link to the Bookings shall automatically be deleted on the Expiry Date and the Recipient shall not be entitled to claim and access the Booking.

4.3. You agree that you shall:

4.3.1. enter the correct details of the Recipients into the HolidayActivities Software and take responsibility for any errors or omissions that result in any incorrect or omitted details; and

4.3.2. if required to do so, obtain and maintain the consent of the Recipients for HolidayActivities to email/text or otherwise communicate with them to enable the Recipients to access and use the Bookings.

4.4. You irrevocably confirm and acknowledge that:

4.4.1. if any Recipients are unsuccessful in claiming any HolidayActivities links to generate such Bookings following the Expiry Date then neither HolidayActivities, nor any other person shall be liable to pay you or such Recipient any refund (or credit note) for such failure;

4.4.2. HolidayActivities shall not be liable to pay, credit or refund either you or any Recipient for any cancellations of events by any of the HAF Providers or in respect of any other reasons that a supplier or retailer fails to honour the Bookings; and

4.4.3. HolidayActivities shall not be liable to monitor whether any persons/Recipients have failed to claim any links to any

Bookings that they may be entitled to. You acknowledge that once a Recipient has claimed an HolidayActivities link to generate the Booking and either progress with a booking for a HAF event or claim the benefit of the Booking, then HolidayActivities shall no longer have any control and the Recipient will be bound by any contractual terms with the relevant HAF provider or retailer.

## **5. HOLIDAYACTIVITIES OBLIGATIONS**

- 5.1. In consideration of you agreeing to complying with the terms of this Agreement and to pay the Purchase Price, the HolidayActivities Software shall create a link to the Booking which you will assign to certain Recipients. Upon your notification to do so, we shall send a link or email to the Recipient to enable the Recipient to facilitate its booking for a HAF event or to download and access the relevant Booking.
- 5.2. HolidayActivities shall provide its services with reasonable care and skill pursuant to the terms of this Agreement.

## **6. REFUNDS**

- 6.1 You irrevocably agree that Holiday Activities has no obligation to refund or credit any amounts that relate to any vouchers that have:
  - 6.1.1 not been used to book onto any available activities;
  - 6.1.2 not been claimed by a Recipient by the Recipient Expiry Date; or
  - 6.1.3 not been redeemed in accordance with the relevant voucher expiry date as referred to in clause 4.2 above.
- 6.2 For the avoidance of doubt, where a local authority is paying HolidayActivities then HolidayActivities shall not be liable to that school for any refund (notwithstanding that such school has made the Assignment) and HolidayActivities shall deal with such local authority

on this subject matter

6.2 Subject to clause 6.1, you acknowledge that any refunds (if applicable) may be settled by way of deductions or set off against any outstanding monies owed by you to HolidayActivities. For the avoidance of doubt, no refunds shall be payable to you in the event that a local authority or Government body is paying the invoice relating to your Order.

## **7. LIMITATION OF LIABILITY – PLEASE READ CAREFULLY**

7.1. References to liability in this clause 7 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.

7.2. **No limitation of your payment obligations.** Nothing in this clause 7 shall limit your payment obligations under this Agreement.

7.3. **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:

7.3.1 death or personal injury caused by negligence; and

7.3.2 fraud or fraudulent misrepresentation.

7.4. Subject to clause 7.3, HolidayActivities's total liability for any breach (or breaches related to the same Assignment) shall be limited to the total amount of the Purchase Price of the relevant Assignment.

7.5. Subject to clause 7.3, this clause 7.5 specifies the types of losses that are excluded:

- 7.5.1 loss of profits;
- 7.5.2 loss of expenses;
- 7.5.3 loss of sales or business;
- 7.5.4 loss of agreements or contracts;
- 7.5.5 loss of anticipated savings;
- 7.5.6 loss of use or corruption of software, data or information;
- 7.5.7 loss of or damage to goodwill; and
- 7.5.8 indirect or consequential loss.

7.6. *Exclusion of statutory implied term.* HolidayActivities has given commitments as to its levels of service in accordance with clause 5.2. 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.

## **8. DATA PROTECTION**

8.1. With respect to any Personal Data that will be processed by us and in respect of our data relationship with you, we envisage that you shall at all times be a Controller.

8.2. However, in some circumstances, we shall also act as a Controller of Personal Data provided to us by any third party such as a Recipient of the Bookings. Where we act as a Controller, we may also use the Personal Data collected for additional purposes outside the HolidayActivities Software, for example, to anonymise the data and produce statistics, both for internal use by us, and for external use by you, HAF providers and third parties.

8.3. We shall enter into a separate data processing agreement with you and

the onset of our relationship which will govern how and when we may process any Personal Data to provide our services to you. You agree that you will ensure that you have legitimate grounds for the processing of the Personal Data.

8.4. In addition, we shall comply with our obligations under Data Protection Laws when acting as a Controller and shall ensure any Processing of any Personal Data is fair and lawful, as set out in our [Privacy Notice](#).

8.5. Each party shall:

8.4.1 provide reasonable assistance and co-operation to the other in respect of the transfer of Personal Data, for the purposes of ensuring that the transfer of Personal Data is lawful; and

8.4.2 ensure that persons who have access to and/or process the Personal Data are obliged to keep the Personal Data confidential.

8.6. Each party agrees to negotiate, in good faith, any further documents or processes requested by one party for the purpose of one or both parties ensuring compliance with Data Protection Laws in respect of the Personal Data transferred between them.

8.7. In this clause 8, the following definitions apply:

8.6.1 "Data Protection Laws" means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (as amended or replaced from time-to-time), UK GDPR (as defined in the Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic



communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;

8.6.2 the terms “Controller”, “Data Subject”, “Processor”, “Personal Data”, “Personal Data Breach”, “Processing” and “Appropriate Technical and Organisational Measures” have the meanings given in the Data Protection Laws.

## **9. EVENTS OUTSIDE OUR CONTROL**

9.1 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”**).

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

9.2.1 we will contact you as soon as reasonably possible to notify you;  
and

9.2.2 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.

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

9.3.1 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;

9.3.2 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 set out on our HolidayActivities Software where such Content originated from a third party such as providers, parents, staff or pupils.

## **10. GENERAL**

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

10.2 *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 by [hello@holidayactivities.com](mailto:hello@holidayactivities.com) or such other contact details that we may provide you from time to time.

10.3 *Assignment and transfer.* HolidayActivities 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.

10.4 *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.

10.5 *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.

10.6 *Third party rights.* This Agreement is between you and us. No other person has any rights to enforce any of its terms.

10.7 *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.