



TERMS OF SERVICE – ACTIVITY PROVIDER

Wonde Limited, trading as 'HolidayActivities' ("**HolidayActivities**", "**we**", "**our**" or "**us**"), has created its event booking management software which we operate through its website <https://holidayactivities.com/>, and associated platforms, collectively known as the *HolidayActivities Software* ("**HolidayActivities Software**") to facilitate the provision of services for the Government's Holiday, Activities and Food Programme ("**HAF**") within our HAF platform ("**HolidayActivities Platform**"). Our *HolidayActivities Platform* sits within the *HolidayActivities Software*.

The services are operated by Wonde Limited which is a company registered in England and Wales under company number 14160647. Please send all correspondence to Wonde, Furlong House, 2 King's Court, Newmarket, Suffolk, CB8 7SG.

These Terms of Service ("**Agreement**") details the agreement between HolidayActivities and any event organiser or activity provider ("**HAF Provider**", "**you**" or "**your**") that wishes to access and use the *HolidayActivities Platform* in relation to the services provided by us.

By registering an account with us, you agree to become an authorised user of the *HolidayActivities Platform*, and you indicate you have read and understood and accept these terms, 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 booking system which

incorporates the event booking management system for HAF. This software is supplied in the form of the HolidayActivities 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 the relevant recipients, we do so in the form of a HAF booking made available via the HolidayActivities Platform (**“HAF Bookings”**).

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Under this Agreement, we shall provide intermediary services via the HolidayActivities Platform between you as a HAF Provider, any purchaser of the HAF Bookings, and any recipient of HAF Bookings (**“HAF Recipient”**) who will each have access to the desired holiday programme and the specific activity or event (**“Event”**) as a way participating in the HAF Booking scheme.

1. GENERAL

- 1.1. Your access to the HolidayActivities Platform as a HAF Provider shall be provided by us, via a text, an email, or a web link, which shall enable you access to the HolidayActivities Platform, and when invited to do so, your account will be created upon registration.
- 1.2. This Agreement shall bind you, as the person or entity who has been authorised by any local authority or other form of buyer of the HAF Booking to participate in the HAF programme.
- 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. HolidayActivities's obligations contained in this Agreement are only owed to you and to 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 website.

Your use of the HolidayActivities Platform after such changes shall constitute your acceptance.

2. YOUR OBLIGATIONS

- 2.1. You acknowledge that a local authority (or such other relevant buyer of the HAF Bookings) must formally approve your status in advance as a HAF Provider, and your contributing Event is therefore subject to approval by such local authority before you can add your Event to the HolidayActivities Platform. You also agree to comply with any requirements by that local authority (or such other relevant buyer of the HAF Bookings) as may be required and notified directly to you.
- 2.2. If you cease to be authorised as a HAF Provider under HAF, we reserve the right to suspend or permanently remove your access to the HolidayActivities Platform without further notice to you for such cancellation. You acknowledge that your access and use of the HolidayActivities Platform is conditional upon the authorisation referred to in clause 2.1.
- 2.3. You agree and acknowledge that you will inform any HAF Recipient of any relevant data protection policies, any health and safety policies and other policies or procedures which may apply to your Event. This function is not available via the HolidayActivities Platform so you must communicate these directly to the HAF Recipient.
- 2.4. You further acknowledge that we are not the creator, owner or organiser of any Event. The Event is solely organised by you and you will ensure that any page on our HolidayActivities Platform displaying details of your Event meets all applicable laws and regulations and that your services are as described.
- 2.5. In addition to clause 2.3, you also agree to enter into separate contractual terms with any local authority (or such other relevant buyer of the HAF Bookings) and any HAF Recipient directly, in respect

of any specific terms and conditions that may apply to your Events which govern your relationships with those parties. HolidayActivities is not, and does not become a party to any contractual relationship between you and any other party who accesses the HolidayActivities Platform.

- 2.6. You must not include anything in your terms and conditions that could result in the HAF Recipient believing that they have any enforceable rights against us in connection with your Event. We are simply an intermediary providing the relevant parties with access to the HolidayActivities Platform to facilitate a booking service.
- 2.7. At no time whatsoever, shall we accept any responsibility or liability to you or any HAF Recipient for the Event, other than as described in this Agreement.
- 2.8. To become a HAF Provider through the HolidayActivities Platform, you will be required to include all details and information which relate to your specific Event in the HolidayActivities Platform (**“Content”**) and you agree that we may use your Content to provide our services through the HolidayActivities Platform, which may include sharing that Content with either a buyer of the HAF Booking or the Event Recipient.
- 2.9. You represent and warrant that any Content supplied by you is accurate and truthful and you have all rights, powers and authority necessary to provide your Content to us. If such Content constitutes any Personal Data relating to an individual, you agree that you have the authority and legal right to provide such information to us. You agree that by providing the Content to us, we may be required to share this with any local authority / buyer of any HAF Booking for reporting purposes. You also agree that your Content does not infringe, violate or misappropriate with the rights of any third party or this Agreement.
- 2.10. We do not claim any ownership rights in any of your Content and nothing in this Agreement restricts any rights that you have to exploit your

Content outside of the services provided by us, so long as you are legally permitted to do so.

- 2.11. It may also be necessary for any HAF Recipient to upload details or information to the HolidayActivities Platform for your benefit and to facilitate the Event. You agree and acknowledge that you will be bound by the terms of this Agreement in any handling of that Personal Data.
- 2.12. We accept no responsibility for any such information uploaded by any HAF Recipient or third party on behalf of the HAF Recipient, and we do not verify this with the HAF Recipient. At all times, it is therefore your responsibility to ensure that you have satisfied yourself that you have sufficient information from the HAF Recipient to enable you to facilitate and proceed with your Event. You therefore accept it is your responsibility to verify such information before you rely upon it.
- 2.13. You acknowledge that no fees are payable by either you or us to each other for the provision of our services in the HolidayActivities Platform. Any invoicing and payment arrangement will exist between you and the relevant local authority (or such other relevant buyer of the HAF Bookings).

3. HOLIDAYACTIVITIES OBLIGATIONS

- 3.1. HolidayActivities 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, HolidayActivities total liability for any breach shall be limited to the face value amount paid by the local authority (or such other relevant buyer of the HAF Bookings) to HolidayActivities for the HAF Booking specific to the booking.

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. HolidayActivities 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. 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 of any Personal Data, you include in the

HolidayActivities Platform. In some circumstances, we shall also act as a joint Controller of any Personal Data provided to us in the performance of our services in the HolidayActivities Platform. We will also act as a Processor of Personal Data in the data relationship in the provision of our services within the HolidayActivities Platform.

5.2. As such, we shall enter into a separate data sharing agreement with you at the onset of our relationship with you, which will govern how and when we may use and process any Personal Data and Content provided by you, and how we might share any Personal Data, which will enable us to provide our services via the HolidayActivities Platform.

5.3. In addition, we shall comply with our obligations under the relevant 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](#).

5.4. Where you are acting as a Controller of Personal Data, you agree that you shall at all times comply with the Data Protection Laws in providing any Personal Data to us, and you agree and warrant to us that in doing so, you have the authority and legal basis to do this and you confirm you have provided any applicable notices, and if required, you have obtained any necessary consents related to the collection of the Personal Data and you have the right to share such Personal Data with us.

5.5. Each party shall:

5.4.1 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

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

5.6. 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.

5.7. In this clause 5, the following definitions apply:

5.6.1 **“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;

5.6.2 the terms **“Controller”, “Processor”, “Personal Data”, “Processing”** have the meanings 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:

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

6.2.2 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, 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 supranational body or authority;

6.3.2 for any delay or failure on your part to be authenticated as a HAF Provider in respect of the HolidayActivities Platform;

6.3.3 for any information, bookings (including but not limited to specific information around dietary requirements), Events, communications, documents or Content that have been inserted, uploaded or otherwise added to the HolidayActivities Platform.

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 create an account on the HolidayActivities Platform, if it is required. 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. At all times, you will ensure that anyone else given access to the

HolidayActivities Platform by you in connection with your Event, has read these terms and you will be fully liable for any failure on their part to adhere to these in any way.

8. TERMINATION

- 8.1. This Agreement applies as soon as you access and use the HolidayActivities Platform and shall continue until our services have been completed and/or this Agreement is terminated. When this happens, certain provisions in this Agreement will always remain in force and applicable to you.
- 8.2. We may terminate this Agreement at any time if you:
 - 8.2.1. breach these terms;
 - 8.2.2. if you use or misuse the HolidayActivities Platform in any way, or use the services in a way not intended by HolidayActivities;
 - 8.2.3. if through your use of the HolidayActivities Platform, you do anything to contravene or breach any applicable law.
- 8.3. We may also choose to stop providing this service to you or via the HolidayActivities 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 HolidayActivities Platform.
- 8.4. Except to the extent it may be otherwise agreed in any contract with a buyer of the HAF Booking, such as a local authority, you may terminate your access to the HolidayActivities Platform at any time, by deleting your account.
- 8.5. Any provision of this Agreement which by their nature should survive termination of this Agreement shall survive.

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 the use of the HolidayActivities 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 hello@holidayactivities.com or such other contact details that we may provide you from time to time.

9.4. *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.

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.

