



## **User Agreement:**

### **Introduction**

This User Agreement, the nurseriesandschools.org eshop user privacy notice, the mobile device terms and all policies posted on our sites set out the terms on which nurseriesandschools.org eshop offers you access to and use of our sites, services, applications and tools (collectively 'Services'). All policies and the Mobile Device Terms are incorporated into this User Agreement. You agree to comply with all of the above when accessing or using our Services. For information regarding the processing of personal data, please see our user privacy notice.

You are entering into a contract with nurseriesandschools.org,

Suite 402, The Atrium, 1 Harefield Rd, Uxbridge, UB8 1EX ,

Company Number: 12708968,

Vat number: 353632014

### **About nurseriesandschools.org**

Nurseriesandschools.org is an online search platform that lists nurseries, schools, Nannies, Tutors and companies which operate within the educational sector, based across the UK. Our nurseriesandschools.org eshop allows users to offer, sell and buy just about anything in a variety of pricing formats and locations.

nurseriesandschools.org eshop does not have possession of anything listed or sold through eshop, and is not involved in the actual transaction between buyers and sellers. The contract for the sale is directly between buyer and seller.

While we may provide pricing, postage, listing and other guidance in our Services, such guidance is solely informational and you may decide to follow the same. nurseriesandschools.org eshop does not review users' listings or content. While we may help facilitate the resolution of disputes through various programmes, nurseriesandschools.org eshop has no control over, and does not guarantee the existence, quality, safety or legality of, items advertised; the truth or accuracy of users' content, listings or feedback; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

### **Using nurseriesandschools.org E-Shop**

In connection with using or accessing the Services you will not:

- post, list or upload content or items in inappropriate categories or areas on our sites;
- breach or circumvent any laws, third-party rights or our systems or policies;
- sell any counterfeit items or otherwise infringe the copyright, trademark or other rights of third parties;
- use our Services if you are not able to form legally binding contracts (for example if you are under 18), or are temporarily or indefinitely suspended from using our Services;
- fail to deliver items sold by you, unless you have a valid reason as set out in an nurseriesandschools eshop policy, for example the buyer fails to comply with the terms posted in your listing, or you cannot contact the buyer;
- manipulate the price of any item or interfere with any other user's listings;
- post false, inaccurate, misleading, defamatory, or libellous content;
- take any action that may undermine the review systems
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- use the contact information of other users for any purpose other than in relation to a specific nurseriesandschools eshop transaction on the nurseriesandschools eshop site
- distribute viruses or any other technologies that may harm nurseriesandschools eshop or the interests or property of nurseriesandschools eshop users;
- use any robot, spider, scraper or other automated means to access our Services for any purpose;

### **Abusing nurseriesandschools eshop**

Without limiting other remedies, we may terminate your user account(s) and access to our Services:

- we think that you are creating problems or possible legal liabilities for us, our users, suppliers or other third parties;

- we think that such restrictions will improve the security of the nurseriesandschools eshop community or reduce our or another nurseriesandschools eshop user's exposure to financial liabilities;
- we think that you are infringing the rights of third parties;
- we think that you are acting inconsistently with the letter or spirit of this User Agreement or our policies or abuse our employees or users;
- despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us; or
- you fail to make, or it is evident that you are unable to make, full payment of any fees due for our Services by your payment due date.

### **Fees**

There would be absolutely no fees charged for private as well as business sellers for listing the product on our N&S eshop.

The final fee is calculated as 5% of the total amount of the sale for Business as well as a private seller (which includes the item price, postage, taxes and any other applicable fees) and

You authorise nurseriesandschools eshop to automatically charge your service fees before transferring the money in your account.

### **Listing Conditions**

When listing an item, you agree to comply with the rules for listing :

- you are responsible for the accuracy, content and legality of the item listed and agree to list in accordance with the prohibited and restricted items policy and all other relevant policies

### **Buyer requested cancellations**

Buyers can request to cancel an order on nurseriesandschools eshop within one hour of their purchase and the seller will have 3 days to accept or decline the request. If the seller

declines the cancellation request, or already posted the order, buyers will need to wait until they receive the item and then decide if they want to start a return.

### **Buyer requested returns**

Buyers can submit a return request for items purchased on nurseriesandschools eshop.

### **Data protection and Privacy**

- You and nurseriesandschools eshop shall process personal data received under and/or in connection with this User Agreement each as a separate and independent controller. In no event will nurseriesandschools eshop and you process personal data under and/or in connection with this User Agreement as joint controllers or in a controller-to-processor relationship. As such separate and independent controllers, you shall be individually and separately responsible for complying with the obligations that apply to you as a controller under applicable data protection laws.
- You shall comply with your obligations under applicable data protection laws
- You shall process personal data received from nurseriesandschools eshop exclusively for the purpose(s) you received the personal data under and/or in connection with this User Agreement. You shall erase the personal data received under this User Agreement immediately after the respective purpose(s) has/have been fulfilled. Any further processing of the personal data is not permitted except when legally required (e.g. if a retention obligation applies).
- Failure to abide by the aforementioned obligations may result in disciplinary action up to and including account suspension.
- As part of the Services, nurseriesandschools eshop has access to various information about users, including personal data.

- nurseriesandschools eshop only shares information about users with third parties if this is necessary for the provision of the Services or if nurseriesandschools eshop is legally or contractually entitled to do so.
- Upon expiry of this User Agreement, we will delete the information you provided, or which was generated through your use of the Services from your nurseriesandschools eshop account. Regardless, we maintain this information after the expiry of the User Agreement if we are legally obliged or have a legitimate interest to do so. We will generally maintain aggregated data generated using the Services (e.g. statistics about sales in a category) upon expiry of the User Agreement.
- For information regarding the processing of personal data by nurseriesandschools eshop, including sharing such data with third parties and your rights as a data subject, please see our user privacy notice.

### **Nurseriesandschools eshop Money Back Guarantee**

Most nurseriesandschools eshop sales go smoothly, but if there's a problem with a purchase, the nurseriesandschools eshop Money Back Guarantee helps buyers and sellers communicate and resolve issues.

The nurseriesandschools eshop money back guarantee policy is part of this User Agreement and is incorporated by reference. You agree to comply with the policy and permit us to make a final decision on any case.

Under the nurseriesandschools eshop money back guarantee, if a seller chooses or is required to reimburse the buyer or nurseriesandschools eshop because a case is resolved in the buyer's favour, we may:

for transactions processed via managed payments, request the nurseriesandschools eshop entity which processed the payment to reimburse the buyer on your behalf pursuant to the nurseriesandschools eshop money back guarantee policy. In the event that the funds held on the seller's behalf are insufficient for refunding the buyer based on a successful nurseriesandschools eshop Money Back Guarantee claim, the

seller is obliged to reimburse us for the amounts owed to the buyer. The sellers authorises us to recoup these amounts from the seller on our behalf in accordance with nurseriesandschools eshop policies and procedures (including any amounts resulting from International Transactions as stipulated in the nurseriesandschools eshop Money Back Guarantee policy).

Where the seller is found at fault, we will notify the seller and charge the reimbursement amount to the seller's chosen payment method, or invoice the seller for the reimbursement amount.

Sellers must have a payment method on file with nurseriesandschools eshop. Sellers may change this payment method by contacting nurseriesandschools eshop.

For this purpose, you, in the capacity of a seller authorise and instruct us to::

- where the transaction was processed via managed payments, collect or reverse variable amounts from your account to carry out a buyer reimbursement;
- charge the payment method you select to recover the amount we pay to the buyer (in cases where we refund the buyer directly); and
- Place the reimbursement amount on the seller invoice, including but not limited to the cost of return postage labels.

You acknowledge and agree that your authorisations above will be made on a recurring basis and on various dates as required by us to implement the terms of the nurseriesandschools eshop Money Back Guarantee policy. For future claims, where we resolve a dispute in the buyer's favour, we will notify the seller and continue to charge the seller's preferred payment method. If sellers do not provide nurseriesandschools eshop with a valid reimbursement method, we may collect the outstanding sums using other collection mechanisms, including retaining collection agencies. We may suspend the nurseriesandschools eshop Money Back Guarantee policy without notice if we suspect abuse or interference with the proper working of the policy.

### **Correcting mistakes in payments to buyers and sellers**

We reserve the right to fix any processing errors we discover. We will correct any processing errors by debiting or crediting the payment method used for the eBay Money Back Guarantee refund or reimbursement.

### **Delivery Options**

We may add certain delivery options to your listings in order to help improve buyer experience. For items that are eligible, we may choose to make nurseriesandschools eshop collect in person available as a delivery option on your listings on nurseriesandschools eshop unless you opt out at either an account or listing level.

### **Payments:**

Once the product/service are sold on nurseriesandschools eshop. The payment would be received by nurseriesandschools eshop. You would be receiving the notification on product sold. When you would be adding tracking info on your products sold. The payment would be processed to transfer to the sellers bank account.

### **Liability**

We try to keep nurseriesandschools eshop and its Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. We (including our parent, subsidiaries, affiliates, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us arising, directly or indirectly from:

- your use of or your inability to use our Services;
- pricing, postage or other guidance provided by nurseriesandschools eshop delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing, or linking to, our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any nurseriesandschools eshop Service;

- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the abusing nurseriesandschools eshop policy
- your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. This is especially so if you are a consumer.

You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items you list on any of our sites.

Although we use techniques that aim to verify the accuracy and truth of the information provided by our users, user verification on the internet is difficult. nurseriesandschools eshop cannot and does not confirm, and is not responsible for ensuring, the accuracy or truthfulness of users' purported identities or the validity of the information which they provide to us or post on our site.

Nothing in this User Agreement shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees, or for any other liability that cannot be limited or excluded by law.

### **Compensation**

You will compensate us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of this User Agreement, your improper use of eBay's Services or your breach of any law or the rights of a third party.

### **Legal Disputes**

If a dispute arises between you and nurseriesandschools eshop, we strongly encourage you to first contact us directly to seek a resolution by contacting us.



We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures.

Any claim, dispute or matter arising under or in connection with this User Agreement shall be governed and construed in all respects by the laws of England and Wales. You and nurseriesandschools eshop both agree to submit to the non-exclusive jurisdiction of the English courts.

### **General**

If any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

You agree that we may at any time and without notice set-off any of the amounts held in nurseriesandschools eshop user accounts held or controlled by you with any fees, charges or other amounts you owe us and (unless prevented by insolvency law

Our right to set-off means that we may deduct such fees, charges or other amounts mentioned in this paragraph from an nurseriesandschools eshop credit balance held or controlled by you.

We may assign our rights and obligations under this User Agreement in accordance with the below (but without your prior express consent), provided that we assign the User Agreement on the same terms or terms that are no less advantageous to you.

Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the nurseriesandschools eshop site.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement. A person who is not a party to this User Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this User Agreement but this does not affect any right or remedy of a third party specified in this User Agreement or which exists or is available apart from that Act.

## **Subscribing to the eshop of nurseriesandschools.org**

**By subscribing to an eshop of nurseriesandschools.org you agree to these terms and conditions.** Your use of this service is subject to the Nurseriesandschools.org user Agreement and all applicable terms and policies

### **Subscriptions**

Currently Nurseriesandschools.org do not charge any subscription fee from the sellers.

### **Other terms**

We may amend these terms and conditions at any time by posting the amended terms on [www.nurseriesandschools.org](http://www.nurseriesandschools.org). Except as stated otherwise in our User Agreement or elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted.

Nurseriesandschools.org reserves the right to substitute, replace or remove Nurseriesandschools.org eShop features and functionality by providing 7 days prior notice to you through by email. In addition, nurseriesandschools.org may update eshop generally at any time without notice, either on a temporary or permanent basis. Such updates may include changes to the look and feel of eshop or the addition of new features or functionality.

### **Create a listing:**

Creating a listing is the first step in getting your item in front of buyers. Depending on your needs, we have a range of tools and options to help make sure your listing ends in a sale.

When listing your item, start by describing what you're selling. You can add photos, select the brand and physical details about the item.

Finally select which shipping options will be available to the buyer.

### **Selling practices policy**

Setting clear buyer expectations and then meeting or exceeding them is a great way to make your buyer happy and ensure a smooth transaction.

Some of the simplest things you can do are to provide accurate and consistent details about your items and to be clear and specific about the terms and conditions of the sale. You should also make every effort to provide excellent customer service from start to finish, including:

- Charging reasonable postage and packaging costs
- Specifying your dispatch time and returns policy in your listing
- Responding to buyers' questions promptly
- Being professional throughout the transaction
- Making sure the item is delivered to the buyer as described in your listing
- Frequently reviewing and updating listings to make sure all information – such as inventory status and item condition – is accurate and up to date