1. **Definitions and Interpretation:** In these Terms and Conditions, the following expressions have the following meanings:
   "Client" means the individual, firm or corporate body using the Software. Where an individual is entering into this Contract on behalf of a business, the individual confirms they have the authority to enter into this Contract on behalf of that business and the business shall be the Client in the context of this Contract;
   "Company" means Cotswold Apps Limited trading as Kids Covered, a company registered in England under number 10186581 of 43-45 Devizes Road, Swindon, Wiltshire, United Kingdom, SN1 4BG
   "Contract" means the contract formed as detailed in clause 2, which includes the acceptance of these Terms and Conditions; and
   "Software" means the software provided by the Company.

1.1 Unless the context otherwise requires, each reference in these Terms and Conditions to:
   1.1.1 "we", "us" and "our" is a reference to the Company;
   1.1.2 "you" and "your" is a reference to the Client;
   1.1.3 "writing" and "written" includes emails and similar communications;
   1.1.4 a statute is a reference to that statute as amended or re-enacted at the relevant time;
   1.1.5 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
   1.1.6 a clause refers to a clause of these Terms and Conditions;
   1.1.7 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.3 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

2. **The Contract**

2.1 The licence granted under these Terms and Conditions shall commence on the date of the Clients first access to the Software.

2.2 Once the Contract is formed, and provided payment (where necessary) is made in accordance with clause 4, we will immediately grant you a non-exclusive, non-transferrable licence to use our Software in object code form only, solely for your own internal business operations, within the bounds of these Terms and Conditions.

3. **Software**

3.1 It is your responsibility to ensure that your employees, agents and other parties under your control who will use the Software do so in accordance with these Terms and Conditions and are accordingly notified of the same.

3.2 You will ensure that any person authorised to use the Software, who leaves your employment, has their access to the Software removed promptly and in any case that they have no access to the Software whatsoever on the date their employment ends. You must notify us at the earliest opportunity, at least 7 days before the person leaves employment so we can delete their user account. You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, shall promptly notify us.

3.3 All proprietary rights in the Software remain with us. You shall not:
   3.3.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, transmit, or distribute all or any portion of the Software in any form or media or by any means;
   3.3.2 attempt to reverse compile, disassemble, or reverse engineer all or any part of the Software;
   3.3.3 access all or any part of the Software in order to build a product or service which competes with the Software;
   3.3.4 vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software;
   3.3.5 sub-license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party unless expressly authorised by us; or
   3.3.6 attempt to obtain, or assist third parties in obtaining, access to the Software other than as provided under this clause 3.

3.4 The Software is hosted in a state-of-the-art data centre at one of the UK's largest data warehouses. It resides in a secure compound that no-one has general access to. The server sits behind several layers of firewalls that will protect the system from would be hackers as much as it's possible to do so.

3.5 The Software is based on a modern, leading edge software platform by Microsoft. The data is secured in our SQL Server database and all user data is encrypted. Access is only possible via a secure username and password and then only on an invitational basis.

3.6 We do not warrant that your use of the Software will be uninterrupted or error-free; nor that the Software will meet your requirements.

3.7 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3.8 We reserve the right to carry out maintenance at such times as may be necessary at our discretion but will endeavour to give you advance notice where possible.

3.9 The Client undertakes that it will ensure that each authorised user keeps their password confidential. Passwords can be changed or reset by you.

3.10 The Client shall not store, distribute or transmit any viruses, or any material on the Client's website or during the course of its use of the Software that:
   3.10.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
   3.10.2 facilitates illegal activity;
   3.10.3 depicts sexually explicit images;
   3.10.4 promotes unlawful violence;
   3.10.5 is knowingly discriminatory based on race, gender, religious belief, sexual orientation, disability, or any other illegal activity; or
   3.10.6 causes or may cause damage or injury to any person or property
   and we reserve the right, without liability to the Client, to remove any content that breaches the provisions of this clause.

3.11 The rights provided under these Terms and Conditions are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client without our written permission.

3.12 The Client shall own all rights, title and interest in and to all content and data uploaded by the Client and shall have sole responsibility for its legality, reliability, integrity, accuracy and quality. For the avoidance of doubt, we do not monitor, and will have no liability for the contents of, any content or communications transmitted by the Client using the Software.

4. **Payment**

4.1 The Software is commercially licensed software. It is not open-source, freeware or shareware.

4.2 The licence fee payable for use of the Software is as stated in our Contract, or otherwise as agreed between us in writing. We may request payment prior to the Software becoming available to the Client.

4.3 All invoices are payable within 7 days, in pounds sterling. All prices are exclusive of VAT.

4.4 We reserve the right to review our licence fees periodically and will provide you with a minimum of 30 days' notice of any change in the fees before such change shall take effect.

4.5 All payments are payable via Stripe or Go Cardless in advance on a monthly rolling basis.

4.6 All sums payable by either Party pursuant to the Contract are exclusive of VAT at the current rate or any other tax (except corporation tax), for which that Party shall be additionally liable. All payments by the Client shall be made in pounds sterling without any set-off, withholding or deduction. Any amendment to the standard VAT rate will be notified in writing and subsequent payments adjusted accordingly.

5. **Intellectual Property Rights, Claims and Disputes**

5.1 The Software, together with any and all intellectual property rights of whatever nature which now or in the future subsist in the Software are and shall remain our property. This Contract does not constitute a sale of the original Software or any copies thereof.

5.2 You must notify us immediately if you become aware of any unauthorised use of the whole or any part of the Software by any person.

5.3 We will defend, at our own expense, any claim brought against you alleging that the use of the Software infringes the intellectual property rights of a third party and we shall pay all reasonable costs and damages awarded or agreed to in settlement of such a claim provided that you:
   5.3.1 give us the sole authority to defend or settle the claim;
   5.3.2 furnish us with prompt written notice of the alleged claim; and
   5.3.3 provide us with reasonable assistance in respect of the claim.

5.4 We shall have no liability for any such claim resulting from any modification of any part of the Software by any party other than us or an authorised agent of ours.

6. **Our Obligations**

6.1 We warrant that the Software will operate as described, when used properly.

6.2 We warrant that we will use all reasonable care and skill in fulfilling our obligations under this Contract and that all personnel have qualifications and experience appropriate for the tasks to which they are allocated.

6.3 We will ensure that we and our servants, agents and subcontractors take all reasonable precautions to ensure that no known viruses, spyware or other malware for which detection and antidote software is generally available are coded or introduced into the Software.

6.4 If we receive written notice from you, after the Contract is formed, of any breach of our obligations then we shall remedy the defect or error in question at our own expense and as soon as reasonably possible.

6.5 When notifying us of a defect or error, please (where possible) provide us with a documented example of such defect or error and report any defect or error as soon as the defect or error becomes apparent at least within 24 hours.

6.6 Our obligations are subject to you complying with your obligations under the terms of this Contract and shall also be subject to the limits and exclusions of liability set out in clause 8. In particular, they shall not apply if any defect in the Software arose or was exacerbated as a result of:
   6.6.1 incorrect use, operation or corruption of the Software;
   6.6.2 any unauthorised modification or alteration of the Software; or
   6.6.3 use of the Software with other software or on equipment with which it is incompatible.

7. **Termination**

7.1 A written notice to terminate must be given by either party in accordance with this clause 7 to terminate. Such notice is to be given a minimum of 30 days before the end of the then-current Term, and shall be effective only at the end of that Term.

7.2 We may terminate this Contract at any time by giving the Client a minimum of 90 days' written notice.

7.3 Either Party may terminate the Contract immediately by giving written notice to the other if the other Party commits any serious breach of any term of this Contract and (if the breach is capable of being remedied) has failed to remedy the breach within 14 days after receiving a written request from the other Party to do so.

7.4 The Contract cannot otherwise be cancelled and in this event, no refund will be provided and the Services will remain available to you until officially terminated.

7.5 Upon termination, the Client's access and licence to use any Software provided by us shall terminate immediately and we will irretrievably delete any Client Data contained in the Software.

7.6 In the event of any breach or suspected breach by the Client, we reserve the right to immediately disable the Client's account and access to any Software provided by us, until we have investigated the breach.

7.7 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract shall survive termination on a pro-rata basis.

7.8 The rights to terminate this Contract given by this clause 7 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

8. Liability

8.1 Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

8.2 Except as provided in clause 8.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are hereby expressly excluded to the maximum extent permitted by law.

8.3 In the event of a breach by us of our express obligations under these Terms and Conditions, the remedies of the Client will be limited to damages, which in any event, shall not exceed the fees paid by the Client for the use of the Software in the 12 months preceding the date on which the alleged claim arose.

9. Confidentiality

9.1 Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one party to the other. Each party shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging its obligations under the Contract and shall ensure that such employees are subject to corresponding obligations of confidentiality.

9.2 This clause 9 shall survive termination of the Contract, however caused.

9.3 The Company reserves the right to use the Clients data with their broadcast data for providing future forecasts, if the Company uses the Clients data in this way we shall ensure that the Clients data is anonymised and no project specifics shall be given out.

10. No Employment

10.1 Nothing in this Contract shall render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.

10.2 Nothing in this Contract shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Contract. Neither Party shall have the authority to act in the name of or on behalf of, or otherwise to bind, the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

11. Data Protection

11.1 If any Personal Data (as defined by the Data Protection Act 1998 and subsequently the General Data Protection Regulations 2016) is passed to us under this Contract then the parties agree that the Client is the Data Controller and that we are the Data Processor.

11.2 We shall:

11.2.1 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body;

11.2.2 implement appropriate measures to protect the Personal Data against unauthorised or unlawful processing or loss, destruction, damage, alteration or disclosure; and

11.2.3 take reasonable steps to ensure the reliability and confidentiality of any of our personnel who have access to the Personal Data.

11.3 We may transfer and store Personal Data outside of the European Economic Area ("EEA"). If this is to occur, we will advise the Client in advance. The Client is entitled to request that Personal Data is not transferred or stored outside of the EEA, however, this would be an additional cost.

12. Force Majeure

12.1 We shall not be liable to the Client for any breach of our obligations under this Contract if such breach is due to an act, event, omission or accident beyond our reasonable control (Force Majeure Event). Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond our reasonable control.

12.2 If a Force Majeure Event occurs, we shall inform the Client as soon as possible and take all reasonable steps to mitigate the effects of the Force Majeure Event and resume performance of our obligations as soon as possible.

13. Waiver:
No failure or delay by either Party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14. Entire Agreement

14.1 This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

14.2 None of our employees are authorised to make any contractually binding representations concerning the Services. In entering into the Contract, the Client acknowledges that it does not rely on, and waives any claim for breach of, any such statement, representation, assurance or warranty (whether made negligently or innocently) which has not been confirmed in writing by an authorised officer of ours.

15. Assignment

15.1 The Client shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Contract, without the consent of the Client.

16. Third Party Rights:
The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

17. Notices

17.1 Any notice required to be given pursuant to this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post or by e-mail to the address of the party as set out in these terms and conditions, or such other address as may be notified by one party to the other.

17.2 A notice delivered by hand is deemed to have been received when delivered (or, if delivery is not in business hours, 9.00am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. An e-mail shall be deemed to have been delivered within 24 hours from the time of being sent, provided that no "non-deliverable" notice is received by the sender.

18. Severance:
In the event that one or more of the provisions of this Contract is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from the remainder of this Contract. The remainder of this Contract shall be valid and enforceable.

19. Law, Jurisdiction and Dispute Resolution

19.1 This Contract and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with the laws of England and Wales.

19.2 The Client recognises that our business relies upon the protection of our Intellectual Property Rights ("IPR"). In the event of a breach or threatened breach of IPR, we will be caused irreparable damage and may therefore be entitled to injunctive or other equitable relief in order to prevent a breach or threatened breach of our IPR.

19.3 With respect to all other disputes which are not IPR related, the following clauses 19.4 – 19.6 shall apply.

19.4 Where there is a dispute, the aggrieved Party shall notify the other Party in writing of the nature of the dispute with as much detail as possible about the issue. A senior representative of each of the Parties shall communicate within 7 days of the date of the written notification in order to reach an agreement about the nature of the issue and the corrective action to be taken by the respective Parties.

19.5 If the Parties cannot resolve a dispute in accordance with clause 19.4, they shall seek to resolve the dispute or difference amicably using an Alternative Dispute Resolution ("ADR") procedure acceptable to both Parties before pursuing any other remedies available to them. If either Party fails or refuses to agree to or participate in the ADR procedure or if in any event the dispute is not resolved to the satisfaction of both Parties within 30 days after it has arisen, the matter shall be settled in accordance with the procedure below.

19.6 If the Parties cannot resolve the dispute by the procedure set out above, the Parties shall irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the purposes of hearing and determining any dispute arising out of this Contract.