**GENERAL TERMS AND CONDITIONS OF SUPPLY OF MOBILE APPLICATION SOFTWARE SERVICES**

**TRIPAID LIMITED**

**PARENTAL CONSENT CONDITIONS**

BY CLICKING ON THE “ACCEPT” BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE “REJECT” BUTTON BELOW.

**AGREED TERMS**

We Tripaid Limited of Pear Tree House, Station Road, Foggathorpe, Selby YO8 6PS license you to use:

1. Tripaid (version updated from time to time) mobile application software, the data supplied with the software, (**App**) and any updates or supplements to it.
2. The service you connect to via the App and the content we provide to you through it (**Service**).

as permitted in these terms.

**YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE (13) (EVENTS OUT OF OUR CONTROL).**

**1. ABOUT US**

**1.1**  **Company details.** Tripaid Limited (CRN: 12200875) (**we** and **us**) is a company registered in England and Wales and our registered office is at Pear Tree House, Station Road, Foggathorpe, Selby, YO8 6PS. Our main trading address is at Pear Tree House, Station Road, Foggathorpe, Selby, YO8 6PS. Our VAT number is VAT NUMBER 322843710. We operate the website www.tripaid.co.uk.

**1.2**  **Contacting us.** To contact us telephone our customer service team at 01757 288654 or e-mail info@tripaid.co.uk.

**2.**  **OUR CONTRACT WITH YOU**

**2.1**  **Our contract.** These terms and conditions (**Terms**) apply to the order or use by you and supply of Services by us to you (**Contract**) and incorporate the Tripaid General Terms and Condition where applicable and found at [www.tripaid.co.uk]. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**2.2**  **Entire agreement.** The Contract is the entire agreement between you and 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 Contract.

**2.3**  **Language.** These Terms and the Contract are made only in the English language.

**2.4**  **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

**3.**  **OUR SERVICES**

**3.1**  **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

**3.2**  **Compliance with specification**. Subject to our right to amend the specification (see [Clause 3.3](#bookmark=id.tyjcwt)) we will supply the Services to you in accordance with the specification for the Services appearing on our website at the date of your order in all material respects.

**3.3**  **Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

**3.4**  **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.

**3.5**  **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

**4.**  **YOUR OBLIGATIONS**

**4.1**  It is your responsibility to ensure that:

**(a)**  you co-operate with us in all matters relating to the Services;

**(b)**  you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

**(c)**  you obtain and maintain all necessary licences, permissions and consents including any additional parental consent (the **Parent Consent**) which may be required for the Services before the date on which the Services are to start;

**(d)**  you comply with all applicable laws, including health and safety laws;

**(e)**  you agree to use the App for the purpose for which it was designed and consent to our geo-location tracking of you or your child for the purpose of child safety and monitoring only during the time of a relevant field trip;

**(f)** you use the App’s communication facility solely for the purpose of its intended use only being discussions around field trip issues and communicating locations and itinerary accordingly;

**4.2**  If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in [Clause](#bookmark=id.4d34og8) 4.1 (**Your Default**):

**(a)**  we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services.

**(b)**  we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and

**(c)**  it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

**5.**  **SERVICES USING ENGLISH LAW**

**5.1**  Our Subscription Terms and the accompanying Memorandum of Understanding and/or Subscription Proposal shall be interpreted and governed by the laws of England.

**6.**  **COMPLAINTS**

If a problem arises or you are dissatisfied with the Services, you must make contact with us to notify us of a complaint.

**7. OPERATING SYSTEM REQUIREMENTS**

7.1 This app requires a smart phone using iOS or Android operating system

7.2 You acknowledge that your agreement with your mobile network provider (“Mobile Provider”) will apply to your use of the App. You acknowledge that you may be charged by the Mobile Provider for data services while using certain features of the App or any such third party charges as may arise and you accept responsibility for such charges. If you are not the bill payer for the Device being used to access the App, you will be assumed to have received permission from the bill payer for using the App.

**8. SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS**

**8.1 Support.** If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at www.tripaid.co.uk

**8.2 Contacting us (including with complaints).** If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at info@tripaid.co.uk or call them on 01757 288654.

**8.3 HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON**

In return for your agreeing to comply with these terms you may:

1. download or stream a copy of the App onto devices at your discretion and view, use and display the App and the Service on such devices for the intended purposes only being school trips; and.
2. receive and use any free supplementary software code or update of the App incorporating “patches” and corrections of errors as we may provide to you.

**9. IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING**

**9.1** If you download or stream the App onto any phone or other device not owned by you, you must have the owner’s permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

**10. WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

**10.1** By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

**11. WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)**

**11.1** Tripaid Limited will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these Services, you consent to us and our affiliates’ and licensees’ transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services.You may stop us collecting such data at any time by turning off the location services settings on however this will interrupt the Service provided by us.

**12. ACCEPTABLE USE RESTRICTIONS**

**12.1** You must:

1. not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, circulating indecent images, into the App, any Service or any operating system;
2. not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
3. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
4. not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
5. not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

**12.2 Please back-up content and data used with the App**. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

**12.3 Check that the App and the Services are suitable for you**. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on our website) meet your requirements.

**13.**  **EVENTS OUTSIDE OUR CONTROL**

**13.1**  We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

**13.2**  If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

**(a)**  we will contact you as soon as reasonably possible to notify you; and

**(b)**  our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

**14.**  **GENERAL**

**14.1**  **ASSIGNMENT AND TRANSFER.**

**(a)**  We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.

**(b)**  You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

**14.2**  **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

**14.3**  **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

**14.4**  **Severance.** Each paragraph of these Terms 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.

**14.5**  **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

**14.6**  **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.