

TERMS & CONDITIONS FOR WEBSITE

Sugar Club users are required to tick a box agreeing to our Terms and Conditions when you register. If you have any questions or require further clarification regarding our Terms and Conditions please contact us.

1 Contract

- 1.1 The below Terms and Conditions are a legal binding agreement between you as the Member and Sugarcup Limited as the website administrator.
- 1.2 Completion of the following – registering on the Cup of Sugar website, completion of a child-minding booking request or acceptance of a child-minding booking request - is instant acceptance of our Terms and Conditions.
- 1.3 The word “Cup of Sugar” refers to Sugarcup Limited.
- 1.4 The word “Member” refers to the person/family using the Cup of Sugar website.
- 1.5 The Terms and Conditions are the terms of which Cup of Sugar offers the Member access to the services and use of the Cup of Sugar website. By registering with Cup of Sugar the Member agrees to abide by these Terms and Conditions. If the Member does not agree to abide by these Terms and Conditions, then the Member must refrain from using the Cup of Sugar website.
- 1.6 Unlawful or illegal use will be reported to the proper authorities and may be punishable by law.

2 Member Obligations

- 2.1 Any correspondence, communication either verbally, written or via email is confidential and the Member agrees not to disclose to third parties.
- 2.2 The Member agrees that they are solely responsible for ensuring that the child-minders property is safe, warm and an appropriate environment for child-minding.
- 2.3 The Member is solely responsible for creating their own Sugar Club, by inviting other Members to be in their Sugar Club.

3 Fees

- 3.1 Once a child-minding booking is made, a small administration fee of \$2 (“admin fee”) is payable to Cup of Sugar by the Member making the booking.
- 3.2 For the purposes of payment of the admin fee, a child-minding booking is made immediately upon acceptance of the booking by a Member.
- 3.3 A Member must have funds in their account prior to requesting a child-minding booking. The minimum top up of an account is \$20, which the admin fee is deducted from upon a booking being accepted. Upon closure of a Member’s account any balance in the Member’s account will be refunded to them.

4 Cancellation Policy

- 4.1 A booking may be cancelled up to 48 hours after the date of the child-minding. If a booking is cancelled no sugar cubes will be exchanged between the Members.
- 4.2 In the event of a child-minding booking being cancelled at any time after being made, then:
- (a) If the booking is cancelled by the Member who requested the booking, then the admin fee will not be refunded.
 - (b) If the booking is cancelled by the Member who accepted the booking, then the admin fee will be refunded to the Member who requested the booking, and the admin fee will be charged to the Member who accepted the booking.

5 Liability

- 5.1 The decision to request a booking with another Member or accept a booking request from another Member is the sole responsibility of the Member and Cup of Sugar does not accept any liability for any kind of inconvenience, accident or injury, loss or damage or misconduct howsoever arising and whether caused directly or indirectly from an act or omission of a Member. Similarly no warranty is offered in respect of the suitability, honesty, capability or character of any Member on the website. Members are not employees of Cup of Sugar and Cup of Sugar takes no responsibility for the acts or omissions of the Members.
- 5.2 The Cup of Sugar website may contain links to third party advertisements and links to third party sites. Access to any other internet site linked to Cup of Sugar is at the Member's own risk. Cup of Sugar accepts no responsibility for the accuracy or reliability of any information, opinions or statements made in any third party advertisements or on any third party sites.
- 5.3 Any outside users from other countries can access this website. Cup of Sugar makes no representation, and the Member expressly waives any rights whether in statute or at common law, to bring any legal action against Cup of Sugar as a result of use of this website. The Members are responsible for ensuring compliance with all laws where they are located.

6 Confidentiality & Privacy

- 6.1 All communication between the Member and Cup of Sugar shall remain confidential. Cup of Sugar will not sell or rent the Member's personal information or identification to third parties.
- 6.2 Cup of Sugar requires the Member to provide accurate details of their address, contact details and full name.
- 6.3 Cup of Sugar employs other companies and individuals to develop, maintain and improve the website, who will have access to personal information stored within this website in relation to performing their work. This information is confidential and they may not use it for other purposes.
- 6.4 Cup of Sugar will release account and other personal information to third parties only when required to comply with the law, police or fraud investigations, or if necessary to protect the rights of Cup of Sugar or any Member.

7 Warranties

- 7.1 No warranty is given for suitability, honesty, capability or character of any other Member.
- 7.2 Cup of Sugar makes no warranties or representations as to the quality, accuracy or completeness of the content on this website or the information otherwise provided by any Member.
- 7.3 While Cup of Sugar uses reasonable endeavours to ensure that the website is available 24 hours a day, Cup of Sugar does not make any representations or warranties that your access will be uninterrupted or error free. Access to the website may be suspended temporarily without notice in the case of system failure, webhosting errors, maintenance or repair or any reason beyond our reasonable control.

8 Copyright and Trademarks

- 8.1 All content on the Cup of Sugar website – texts, graphics, images, HTML codes and other material are protected by New Zealand copyright laws and remain the exclusive property of Cup of Sugar.

9 Governing Law

- 9.1 The Terms and Conditions shall be governed in accordance with the laws of New Zealand.