

Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions for Provision of Services ("**Terms**"):

"**Confirmation Email**" means the email provided to you by TVB as confirmation of receipt of payment and TVB's acceptance of the appointment to perform the Services as set out in the Quotation.

"**Contract**" means the agreement between you and TVB for the supply of the Services and consisting of the documents referred to in clause 1.5 below.

"**Event**" means the event or session, whether held in-person or remotely, agreed between you and TVB.

"**Event Location**" means the location of the Event.

"**Guest**" means any person, including for the avoidance of doubt any child, attending an Event, and "**Guests**" shall be construed accordingly.

"**Price**" means the price for the Services.

"**Quotation**" means the quotation setting out the Services, details of the Event (including number of Guests attending, Event Location, date and time, and any other specific information about the Event required for TVB to provide the Services), the Price and Third-Party Costs, the date for payment, and other necessary details to enable payment of the Price and such Third-Party Costs.

"**Services**" means the services agreed to be provided by TVB in respect of the Event.

"**TVB**" means TheVirtualBabysitter (business number: 53429843E) whose registered office is at 37 Elite Terrace, South Union Park, Singapore 458784.

"**Third-Party Costs**" means any costs and expenses reasonably incurred by TVB and paid to third parties in relation to an Event.

"**You/you**" means the natural or legal person engaging TVB to perform the Services ("**Your**" shall be construed accordingly).

1.2 Clause headings shall not affect the interpretation of these Terms; the singular includes the plural and vice versa.

1.3 Any provision of these Terms which is invalid or unenforceable for any purpose shall be removed from these Terms for that purpose but shall otherwise remain valid and enforceable and shall not affect the validity of the remainder of the Contract.

1.4 Payment will be deemed made to TVB when they have been credited to TVB's account in cleared funds.

1.5 The Contract comprises the Confirmation Email (incorporating the Quotation) and these Terms.

1.6 If there is any inconsistency, the order of priority of the Contract documents shall be (1) Confirmation Email (2) Quotation (3) Terms. Variations of the Contract are effective only if agreed in writing by the parties or authorised representatives of the parties and will then prevail over these Terms.

2 CONTRACT FORMATION AND RIGHT TO VARY OR CANCEL

2.1 You shall agree all details of your booking with TVB via email in advance of the Event. A legally binding contract shall be formed between you and TVB in accordance with these Terms when **(i)** you have paid the Price and all Third-Party Costs (or part thereof as a deposit) in accordance with the Quotation (as TVB may amend from time to time), AND **(ii)** TVB has sent you the Confirmation Email.

2.2 No representations made by TVB's employees, agents or contractors will apply to the Contract unless they are confirmed in writing. In entering into the Contract, you acknowledge that you have not relied on any such representations unless they have been confirmed to you in writing by an authorised representative of TVB.

2.3 You are responsible for ensuring the accuracy of any information provided to TVB via email and for giving TVB any necessary information sufficiently in advance of an Event to enable TVB to perform the Contract.

2.4 TVB reserves the right to make any changes to Services if necessary to comply with any applicable law, regulation or safety requirement and to vary the Price by a fair and reasonable amount to take account of the variation. TVB will inform you of any such variation and of its effect, if any, on the Price, as soon as reasonably practicable.

2.5 You may cancel a Contract by notice in writing to TVB. If you cancel:

2.5.1 within two (2) days before the Event, you will not receive a refund on the Price paid; and

2.5.2 more than two (2) days but within four (4) days before the Event, you will receive a partial refund of seventy-five percent (75%) of the Price paid.

2.6 Notwithstanding clause 2.5, you shall not be entitled to a refund on any non-refundable Third-Party Costs incurred by TVB on your behalf prior to the time of cancellation or rescheduling of the Contract.

2.7 If TVB cancels the Contract other than under clause 5.4, 9.7, or 10, it will repay all monies received from you in relation to the cancelled Contract.

2.8 Without prejudice to clause 3.4, if you wish to make an amendment to the Event and/or Services after you have received the Confirmation Email, you should request the amendment in writing and TVB will within a reasonable time let you know:

2.8.1 whether it considers the amendment reasonably practicable in all the circumstances; and if so,

2.8.2 whether it affects the Price or any other terms or requirements relating to the Services. If TVB considers in its sole discretion that any amendment would jeopardise the safety of any Guest or is otherwise unsuitable for any other reason it may refuse to accept that amendment and in that case you may cancel the Contract pursuant to clause 2.5.

2.9 When you receive any information from TVB under clause 2.8, TVB will indicate a reasonable period for you to confirm your agreement to the change(s) to the Confirmation Email and the Price. In the absence of any confirmation from your end, TVB shall proceed with the original terms of the booking as set out in the Confirmation Email. TVB may otherwise in its sole discretion delay performance of the Services or any part of them until it has received your written confirmation that you wish either to proceed or not to proceed with the requested amendments.

2.10 TVB may in its sole discretion waive any fees set out in clause 2.5, 2.8 and 2.9.

3. PRICE

3.1 TVB may from time to time withdraw or modify a Quotation at any time before the Contract is formed in accordance with Clause 2.1. Any monies that TVB receives from you under a Quotation prior to Contract formation will be applied toward the

Price and/or Third-Party Costs at TVB's sole discretion. TVB will refund to you any amount received in excess of the aggregate of Price and the Third-Party Costs. All quotations lapse ten (10) days after issue.

3.2 You shall pay the Price and/or Third-Party Costs as set out in the Quotation, subject to any changes pursuant to clause 3.4. Any services performed outside of the Quotation will be charged separately.

3.3 All prices are inclusive of applicable sales tax or excise duties.

3.4 TVB reserves the right to increase or decrease the Price at any time to reflect any change requested by you, including but not limited to, the date of the Event, the numbers of Guests or any specifications for the Services, or to take account of any delay caused by you or any failure by you to perform your obligations in the Contract or by your failure to give TVB adequate information or instructions.

4. PAYMENT TERMS

4.1 Unless otherwise stated in the Quotation, you must pay the Price and/or Third-Party Costs in full within ten (10) days of the date of the invoice or at least five (5) days prior to the Event, whichever is earlier.

4.2 If you fail to pay the Price and/or Third-Party Costs (or any instalment of the Price and/or Third-Party Costs) when due, TVB may suspend the Services (including, without limitation, suspending planning for the Event and purchasing of any goods or services required for the Event). If such suspension causes a delay in the date of or cancellation of the Event, you shall remain liable to pay the Price and all Third-Party Costs, and the time for performance of the Services will be extended to take account of the delay. In any event you shall pay TVB any increased costs incurred by TVB as a result of that delay and TVB may alter its payment and credit terms under the Contract as it considers appropriate.

5. PROVISION OF SERVICES

5.1 TVB shall use all reasonable endeavours to provide the Services in accordance with the Contract and shall perform the Services with all reasonable skill, care and diligence.

5.2 TVB shall:

5.2.1 ensure that all staff engaged by it in the provision of the Services have been interviewed by TVB;

5.2.2 use reasonable endeavours to ensure all staff are suitably qualified and trained to carry out the Services; and

5.2.3 comply with all applicable law regarding the Services.

5.3 If you are providing the Event Location, you shall:

5.3.1 grant TVB all reasonable access to the Event Location at times reasonably requested by TVB to enable TVB to assess the suitability of the Event Location and to prepare for and perform the Services;

5.3.2 ensure that the Event Location fully complies with the descriptions and terms set out in the Confirmation Email and are suitable and safe for the purposes of the Event; and

5.3.3 subject to clause 2.8, advise TVB without delay of any changes to the Event Location prior to the date of the Event.

5.4 If in TVB's reasonable opinion the Event Location requested or provided by you is not suitable for the Event in question for any reason, it may require an alternative Event Location to be provided at your expense or it may cancel the Contract by notice in

writing to you (and in that event it shall repay all monies paid by you in relation to the Services other than non-refundable Third-Party Costs).

6 SAFETY AND SECURITY OF GUESTS ATTENDING EVENTS

6.1 You shall ensure that TVB receives all relevant information in respect of each Guest expected to attend the Event no later than 24 hours before an Event of any allergies, illnesses or medical conditions affecting such Guest, or other specific requirements relating to the Guest, of which you are or ought reasonably to be aware (“**Relevant Information**”). TVB reserves the right to refuse or restrict access to any such Event to any Guest for whom it believes complete and accurate Relevant Information has not been provided. You shall immediately inform TVB of any changes to the Relevant Information or of any additional Relevant Information of which you become aware leading up to or on the day of the Event.

6.2 You shall ensure that any child attending an Event is accompanied by an adult (over the age of 18 years old) at all times. Where multiple children are attending the same Event, at least 1 adult must be present to supervise up to 8 children at all times. The number of adults attending an Event does not include TVB’s employees, agents or representatives. TVB DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THE SUPERVISION OF ANY GUESTS.

6.3 TVB shall only be required to provide Services in respect of the number of Guests and for the times specified in the Confirmation Email.

6.4 You shall ensure that all Guests adhere to the terms set out in the Confirmation Email. Where said terms are in conflict with the Terms set out herein, the terms in the Confirmation Email shall take priority, pursuant to clause 1.6.

6.5 It is your responsibility to ensure all children attending an Event are appropriately supervised at all times pursuant to clause 6.2. TVB may charge you for the costs of any damage to property of any person caused by your breach of this clause and we may charge you for the costs of providing supervision for any child or children where you are in breach of this term.

6.6. You will arrange prompt collection of the children attending any Event at the time notified to you and TVB may charge you for its reasonable costs (including without limitation staff costs and travel expenses) related to supervising the child after the time notified to you.

6.7 It is your responsibility to ensure that the Guest(s) complies with all reasonable instructions from TVB's employees to ensure the safety of all attendees and other persons present and any other requirements. TVB may suspend the Event or the Guest's (or any other Guest's) participation in the Event if you are in breach of this clause (and shall remain entitled to the Price in such circumstances).

6.8 You shall ensure that TVB has up to date and accurate contact details for you or your appropriate authorised representative at all times during the Contract.

6.9 You acknowledge and agree that TVB may take video and photographic footage of Guests attending any Event and that appropriate footage which does not compromise the safety or security of any Guest may be used by TVB for the purposes of promotion and marketing.

6.10 If the behaviour of the Guest at an Event is in TVB's opinion unacceptable for any reason, or if in TVB's reasonable opinion it is not appropriate for the Guest to continue the Event for any reason (whether by reason of illness, injury or otherwise at TVB's sole discretion):

6.10.1 where the Guest is a child, you shall at TVB's request promptly collect or otherwise remove the child from the Event Location. TVB may exclude the child from any activities until he or she has been collected if in TVB's opinion such exclusion is necessary for the safety of the child or any other child or is otherwise in the child's best interests;

6.10.2 where the Guest is an adult, you will at TVB's request remove or procure the removal of the Guest in question and TVB may suspend the Event without liability until the Guest in question has been removed.

6.11 The Price and/or Third-Party Costs paid for shall not be compromised in any of the circumstances described in clause 6.10. In addition, if you (or your authorised representative) are uncontactable for more than two (2) hours you will pay TVB's reasonable costs (including without limitation staff costs and travel expenses) related to caring for the Guest.

7 DATA PROTECTION

7.1 TVB shall process all personal data relating to you and the Guest and other individuals in accordance with applicable data protection laws. TVB will not disclose personal data about You or any Guest to any third party except as necessary for the performance of the Services or to comply with overriding statutory obligations.

7.2 You hereby consent to the processing of your personal data and undertake to procure the consent of all Guests relating to the processing of their personal data for the purposes required for the performance of the Services in accordance with these Terms. In particular, but without limitation, you consent (and where applicable will procure the consent of all Guests) to the processing (including gathering, storing and use) by TVB and third parties engaged by TVB in the performance of the Services of medical details relating you and/or the Guest (as the case may be) for the purposes of protecting your and/or the Guest's health and safety at any Event.

8 INSURANCE

You acknowledge that all risks related to the Event, except for the risk of physical injury to person or damage to property directly caused by TVB's negligence, are borne by you and you are advised to insure accordingly. You acknowledge that the Price reflects this balance of risk. Your attention is further drawn to the limitations of TVB's liability in clause 9 below.

9 LIMITATIONS OF LIABILITY

9.1 Nothing in these Terms shall limit or exclude any liability of TVB which may not be limited or excluded by law, including without limitation liability for death or personal injury caused by TVB's negligence, or for fraud or fraudulent misrepresentation.

9.2 Subject to clause 9.1, TVB shall have no liability (whether arising under contract, tort or for breach of statutory duty or otherwise) to the extent that such liability would not have arisen but for your breach of the Contract.

9.3 Subject to clause 9.1, you agree that by entering into the Contract you acknowledge TVB's level of expertise and that by participating in the Services the Guest may suffer loss or damage. You acknowledge that you have voluntarily assumed the risk of such loss or damage and you therefore waive any claim for such loss or damage against TVB and/or its employees, agents and contractors.

9.4 Subject to clause 9.1, TVB's aggregate liability for all claims in relation to the Contract, the Services, and the Event (whether in contract, tort or for breach of statutory duty or otherwise) shall not exceed the Price paid by you.

9.5 Subject to clause 9.1, TVB shall not be liable for any loss which is or which represents disappointment, injury to feelings, loss of reputation, third-party liability, loss of anticipated benefit, loss of profit or management time.

9.6 Subject to clause 9.1, TVB shall not be liable for any third-party service providers engaged by TVB as agents on your behalf.

9.7 TVB shall not be liable for any failure to perform any or all of its obligations under the Contract by reason of any severe weather, fire, flood or other act of God, epidemic or pandemic, armed conflict, civil unrest, industrial action, order of public authority, or any other cause whatsoever beyond its control. In such circumstances TVB, without prejudice to the accrued rights and remedies of each party, may terminate the Contract without liability for such termination and shall refund the Price incurred by it on or before the date of such termination for the purposes of the Services.

10 TERMINATION OF THE CONTRACT

10.1 TVB may at any time terminate the Contract with immediate effect by written notice to you if you fail to pay to TVB any sum when due or if you fail to comply with any obligation set out in the Contract or safety requirement of which TVB notifies you in writing, and do not remedy any breach within a reasonable time of notice from TVB to do so.

10.2 Either party may terminate the Contract with immediate effect by written notice to the other if the other party is or is deemed to be, bankrupt or insolvent or steps are taken to:

10.2.1 propose any composition, scheme or arrangement involving the other party and its creditors; or

10.2.2 obtain an administration order or appoint any administrative or other receiver or manager of the party or any of its property or otherwise enforce any security over the party's property, or repossess its assets; or

10.2.3 file a petition in bankruptcy or to wind up or dissolve the party, or seize its estate or anything corresponding to any of the above occurs.

10.3 If the Contract is terminated, TVB (without prejudice to its other rights but subject to any relevant mandatory laws) may do any of the following:

10.3.1 declare immediately payable any sums due to it by you, proceed against you for the same and/or damages, and appropriate any payment by you as represents sums due under the Contract;

10.3.2 suspend further performance of any Contract and/or any credit granted to you on any account.

10.4 Termination of the Contract shall not affect the accrued rights of you and TVB under the Contract.

11 GENERAL

11.1 You acknowledge that all intellectual property rights in and relating to the Services (including but not limited to trade marks, copyright and design rights) shall remain the sole property of TVB.

11.2 No previous waiver of any breach of the Contract shall constitute any waiver of any right or remedy.

11.3 The Contract may not be assigned by either party without the written consent of the other party.

11.4 Clauses 1, 2.6, 4.2, 9, 10 and this clause 11 shall survive termination of the Contract.

11.5 The Contract shall be governed and construed in accordance with Singapore law and the parties irrevocably submit to the exclusive jurisdiction of the courts of Singapore.