

www.bookpebble.co.uk – Cancellation Policy

Last updated: June 2021

1. INTRODUCTION

1.1 The definitions and rules of interpretation below apply in this cancellation policy (the “Policy”):

“Admin Fee”	means the fee payable by a Provider to Pebble in the event that a Provider wishes to cancel a Booking made by a Care Seeker on the Pebble Platform, as further described at paragraph 2.1(c);
“Bookings”	means childcare service bookings made via the Pebble Platform;
“Booking Fee”	means any fees actually received by Pebble via the Pebble Platform in relation to the Bookings;
“Booking Slot”	means the relevant booking slot assigned to a Booking;
“Business Day”	means a day other than a Saturday, Sunday or public holiday in England;
“Care Seeker”	means parents, guardians or other individuals who use the Pebble Platform in order to procure childcare services;
“Cancellation Page”	means: <ul style="list-style-type: none">a) in relation to Care Seekers, the Pebble Platform enables the booking to be cancelled, bookings are located on the upcoming sessions page which can be selected individually to be cancelled, andb) in relation to Providers, the Pebble Platform admin page located on the Pebble Platform;
“Commission Fee”	shall have the meaning as set out in the Pebble Service Agreement between Pebble and the relevant Provider;
“Pebble”	means Sprout Care Limited;
“Pebble Platform”	means the online marketplace hosted by Pebble which allows Care Seekers to book, reschedule and check the availability of childcare services (and any additional Pebble-owned or licensed technology relating to the online marketplace);
“Pebble Service Agreement”	means the terms of the master services agreement between each Provider and Pebble regarding access to the Pebble Platform;
“Provider”	means providers of childcare services who use the Pebble Platform to provide childcare services; and

“Refund” means a full refund of a Booking Fee, payable by a Provider to a Care Seeker.

1.2 In the event of any conflict between the terms of this Policy and the terms of any corresponding policy held by a Provider, or any equivalent terms applicable to a Booking between Pebble and a Provider or Care Seeker, the terms of this Policy shall prevail.

2. IF A PROVIDER CANCELS A BOOKING

2.1 If the Provider wishes to cancel an approved / accepted Booking made by a Care Seeker on the Pebble Platform:

- (a) the Provider will email customersuccess@bookpebble.co.uk, and request the booking is cancelled. A Customer Success Manager will then discuss the cancellation with the Provider;
- (b) the Provider shall be charged an Admin Fee by Pebble via the Pebble Platform, equivalent to:
 - (i) 25% of the Commission Fee if the Provider wishes to cancel a Booking within 72 hours from the intended commencement time of the provision of childcare services;
 - (ii) 50% of the Commission Fee if the Provider wishes to cancel a Booking within 48 hours from the intended commencement time of the provision of childcare services;
 - (iii) 100% of the Commission Fee if the Provider wishes to cancel a Booking within 24 hours from the intended commencement time of the provision of childcare services;

which shall each be automatically deducted from the monies held on the Provider’s account on the Pebble Platform; and

- (c) Pebble shall facilitate the payment of a Refund by automatically deducting the relevant sum from the monies held on the Provider’s account on the Pebble Platform.

2.2 If, once payment of Admin Fees and/or Refunds are due, and there are insufficient monies held on the Provider’s account on the Pebble Platform:

- (a) Pebble shall invoice the Provider; and
- (b) the Provider will pay the invoice within 14 days of issue.

2.3 Following termination of the Pebble Service Agreement, all outstanding Admin Fees and Refunds due to Pebble shall immediately become due and payable.

3. IF A CARE SEEKER CANCELS A BOOKING

3.1 If the Care Seeker wishes to cancel a Booking within 48 hours of the intended commencement time of the provision of childcare services:

- (a) the Care Seeker shall update the status of the Booking in the Pebble Platform and specify the reason for the cancellation on the Cancellation Page; and

(b) in the event that, following cancellation, the Booking Slot is subsequently filled by another Care Seeker, Pebble may (at its sole discretion) apply a credit to the Care Seeker's account on the Pebble Platform.

3.2 If the Care Seeker wishes to cancel a Booking made on the Pebble Platform less than 48 hours from the intended commencement time of the childcare services to be provided by the Provider to the Care Seeker:

(a) the Care Seeker shall update the status of the Booking in the Pebble Platform and specify the reason for the cancellation via the Pebble Platform; and

(b) Pebble shall not apply a credit to the Care Seeker's account on the Pebble Platform.

4. IF A CARE SEEKER REQUESTS A REFUND

4.1 If a Care Seeker wishes to request a Refund in relation to a Booking, they must notify Pebble, by email to customersuccess@bookpebble.co.uk, within five Business Days following the intended commencement time of the provision of childcare services.

5. GENERAL

5.1 We may make changes to this Policy from time to time and, where appropriate, we may notify you of changes by email.