

Terms and Conditions

Parenta®
Working together for our children

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1. Definitions

"Agreement" - this Order Form and these Terms and Conditions for the supply of the Product and/or provision of the Services.

"Customer" - the person, firm or limited company shown on this Order Form (electronic or otherwise).

"Duration" - the duration of this contract which is 36 months. At the end of this period, the contract will automatically renew for a further 12 months consecutively unless cancelled in writing 3 months before the contract endpoint.

"Order Form" - the electronic order form authorised by or on behalf of the Customer containing these Terms and Conditions.

"Parenta" - Parenta Group Ltd or Parenta Training Ltd.

"Price" - the price for the Product and/or the Services set out in the Order Form as a Set-up Fee, and the monthly subscription fee or the employer contribution fee including Value Added Tax and any interest thereon but excluding delivery.

"Product" - the products set out on the Order Form to be supplied by Parenta to the Customer including any IT systems (hardware and software).

"Services" - the services set out on the Order Form to be provided by Parenta to the Customer which includes the provision of software, fee collection services, marketing services and websites and vocational training which is proprietary to Parenta.

"Third Party" - any person, firm or limited company other than Parenta or the Customer.

2. Terms and Conditions

No other terms and conditions govern this Agreement and no variation of these Terms and Conditions shall be valid unless confirmed in writing by both parties. If any part of the terms and conditions shall be held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall remain unaffected thereby.

3. Parenta's Obligations

3.1 Parenta will use its reasonable endeavours to provide the Product and/or the Services.

3.2 All Products supplied shall be fit for the purpose for which they have been supplied. Parenta guarantees the Products against defects for 12 months from the date of delivery or from the date of delivery of any replacement Product, except in the case of hardware where Parenta shall assign the benefit of any manufacturer's guarantee or warranty benefiting the Product to the Customer.

3.3 Parenta will use its reasonable care and skill in providing the Services.

3.4 Parenta's response time to customer contacts is within 2 business days.

4. Delivery

Parenta will use its reasonable endeavours to deliver the Product in accordance with the timescale set out in the Order Form, but time of delivery is not of the essence to this Agreement.

5. Customer's Obligations

5.1 To pay Parenta the Price as specified on the order form, and on the dates specified on the order form. Failure to pay the price in accordance with these conditions and/or on the specified dates will result in service restriction or suspension.

5.2 To pay interest at the rate of 2% per month or part thereof on any payments more than 4 days overdue from the date due for payment until payment of the Price is received in full.

5.3 To inspect the Products at the time of delivery and to inform Parenta in writing of any damage to the Product within 3 days of delivery stating the nature of the damage and retaining any damaged Product in safe conditions for collection.

5.4 To indemnify Parenta against any loss or liability it incurs because of the Customer's breach of this Agreement.

5.5 To pay Parenta a fixed fee of £500 per candidate for any candidates who are recruited by or placed by Parenta. This fee will be waived if Parenta provides the vocational training for this candidate, and the candidate completes the course in full.

5.6 Parenta has the right to increase prices on an annual basis at its discretion provided such increases do not exceed RPI plus 10%. Increases can be cumulative to cover any increases not previously implemented.

5.7 To irrevocably grant Parenta the right to suspend services if any balance on the customer's account exceeds 45 days.

5.8 The customer agrees that any services which are not terminated at the end of any contractual period will be automatically renewed by Parenta and you authorise us to debit your account to ensure continuity of service.

6. Premium Recruitment

6.1 Premium Recruitment fees are payable in advance.

6.2 Parenta will advertise vacancies and sponsor job ads for 12 weeks for a fixed fee of £99 + VAT.

6.3 Parenta does not guarantee to fill vacancies via our Premium Service.

6.4 Parenta will provide Apprenticeship training for successful candidates.

7. Website Domains & Emails

7.1 All domain and email fees are payable in advance.

7.2 Parenta does not hold password information as part of the GDPR. We are not responsible for any data losses or security compromises arising because of compromised passwords.

7.3 You acknowledge and agree for us to use your information with our preferred domain and email provider.

7.4 Domains and emails are charged on a yearly basis.

8. Cancellation

The contract is for the duration. To ensure continuity of service, the contract will automatically renew for a period of a further 12 months unless cancelled in writing at least 3 months before end of the contract. Where customers have had extended payment terms agreed, failure to adhere to the payment terms shall mean that the outstanding balance shall immediately become due. The address for cancellation is **Customer Service Department, Parenta, Stratford House, Waterside Court, Neptune Way, Medway City Estate, Rochester, Kent, ME2 4NZ** or via email to **customerservice@parenta.com**

9. Ownership

Parenta retains ownership of the Product for the duration of the contract until the contract is terminated in accordance with these conditions.

The Customer shall retain the Products on a fiduciary basis as bailee on behalf of Parenta and will be stored by the Customer separately from its own products or those of any Third Party and identifiable. Parenta retains the right to recover the Product if the Price is unpaid and the Customer hereby irrevocable authorises Parenta to enter any premises controlled by the Customer to repossess the Product.

Parenta retains the ownership of the services at all times, and allows the customer to use the services on receipt of the Price on a non-exclusive, non-perpetual licence basis, subject to these conditions.

Electronic equipment, including laptops, provided by Parenta to the customer as part of a special offer, remains the property of Parenta. If the contract is terminated before the completion of the agreed 36-month term, the customer is required to return this equipment to Parenta.

10. Warranties and Liabilities

Other than for negligence resulting in death or serious personal injury Parenta will not be liable for any loss or liability incurred or suffered by the Customer for breach of the terms of this Agreement. Insofar as the law allows all other conditions, warranties and obligations implied by law and any liabilities arising therefrom are excluded. Parenta shall not be liable for the quality of any information or advice originating from or supplied by the Customer; any consequential loss or damage of any kind (including loss of profit); and any temporary failure, suspension or withdrawal of the Services. Parenta will use its best endeavours to correct any issues found in the services.

11. Copyright

The Customer acknowledges that the services and software material, website design text graphics and any other information supplied to the Customer by Parenta are copyrighted and no such information shall be used without the prior written consent of Parenta. All content provided by Parenta shall be the absolute property of Parenta at all times and in perpetuity.

12. Duration of the Services

The provision of the Services shall continue for a 36-month period unless terminated earlier by Parenta because of the Customer's breach of this Agreement; the Customer's insolvency; or, the Customer ceasing to trade. The services will continue after 3 months unless terminated by Parenta.

13. General

13.1 This Agreement sets out the entire terms of the contract between the parties and supersedes any previous representations, warranties, and terms (whether in writing or otherwise).

13.2 In accordance with s. 1(2) (a) Contract (Rights of Third Parties) Act 1999 the parties intend that no term of this Agreement may be enforced by a Third Party.

13.3 This Agreement is to be governed and subject to the exclusive jurisdiction of the Courts of England and Wales.

14. Data

14.1 Parenta does not share information about the Customer with third parties.

14.2 Parenta does not share data the Customer holds in our systems and software with third parties.

14.3 Parenta is registered under the Data Protection Register (Reg number Z1476954) and we adhere to the principles of the Data Protection Act (1998) / GDPR (2018) and best practices for managing

information.

14.4 Our data protection policies are available here - www.parenta.com/policies. These policies detail how and why your data is held and processed. Parenta only processes Personal Data to the extent reasonably required to enable it to supply the Services or as requested by and agreed with the Customer.

14.5 You can write to our Data Protection Officer by contacting: Customer Service, Parenta, Stratford House, Waterside Court, Neptune Way, Medway City Estate, Rochester, Kent, ME2 4NZ

14.6 We process and hold your data to fulfil our contracts with you; or because you have given us your consent to process and hold your data. At all times, such data remains your data, and you remain the data controller. Parenta is the data processor, as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

14.7 By entering into this contract, you agree to us processing and holding your data, and that of your customers.

14.8 By using the services, you acknowledge that Parenta may gain access to and/or acquire the ability to transfer, store or process the personal data of your employees.

Parenta - The Home of Early Years

Growing a setting and a great childcare team shouldn't be hard - Parenta makes it simple. We're the UK's leading specialist apprenticeship training provider for the early years sector - helping nurseries recruit, train, and retain brilliant practitioners,

And it doesn't stop there. From nursery management software, business support that actually makes a difference, and expert free sector resources, Parenta is the partner your setting didn't know it needed.

EARLY YEARS TRAINING

Boost your team's motivation and keep staff for longer by offering them childcare training – the ideal tool for you to develop and retain your staff.

TRAINING COURSES:

Government Funded:

- Level 2 Early Years Practitioner
- Level 3 Early Years Educator – now with a 'Fast Track' option – 52 weeks + EPA
- Level 5 Early Years Lead Practitioner

Qualification only courses:

- L3 SEND Coordinator
- L5 Diploma for Senior Early Years Practitioners

FREE RECRUITMENT

Our team of dedicated recruitment experts will help you find a suitable apprentice - **for free**. Once found, we will sign them up and get them started on their childcare course - providing one-to-one support throughout their training.

Book a call with us today and discover how we can grow your setting

NURSERY MANAGEMENT SOFTWARE – ABACUS ADVANTAGE

- **Abacus Advantage** helps nursery managers and owners understand their money simply and clearly
- It combines **easy-to-use software**, covering all aspects of your nursery business
- Practical guidance and hands-on support to show you exactly where your income comes from, where the pressure builds, and what to do about it

Book a free clarity call today

MARKETING SOLUTIONS

Parenta designs and builds childcare websites that attract parents, impress Ofsted, and turn visitors into enquiries.

- **Websites that work** - built by a team that knows childcare inside out.
- **Branding that means business** - from logos and prospectuses to newsletters and business cards, we create a look that makes your setting stand out and stick in people's minds.
- **Social media made simple** - we'll get you set up, show you what works, and help you build a visible, trusted presence that keeps your setting front of mind for local families.

Contact our marketing solutions team

FREE RESOURCES FOR ALL THOSE WHO WORK IN CHILDCARE

How To Guides
Covering the common challenges you face whilst working in childcare, both for childcare practitioners and business owners.

Free Webinars
Early years experts share their insights, best practices, and valuable experiences

Parenta Blog
Over 1000 articles covering all things early years, written by sector experts

Working together for our children

0800 002 9242 hello@parenta.com

Follow us on social media **@TheParentaGroup**

www.parenta.com

Parenta, Stratford House, Waterside Court, Neptune Way, Medway City Estate, Rochester, Kent, ME2 4NZ