



PARENT PA TERMS AND CONDITIONS WITH PARENTS AND LEGAL GUARDIANS

Your use of Our Website is governed by the "website terms of use" available on Our Website.

INTRODUCTION

Your child's school or nursery has agreed that We will provide a communications service to you which may include texting and/or emailing you regarding emergencies, reminders, updates, newsletters and other notifications from the school or nursery unless you unsubscribe. This service is free for you to use as the school or nursery pay Us for the service.

1 DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

1.1.1 **Event Outside Our Control:** is defined in clause 8.2;

1.1.2 **Preferences:** your preferences for the Services as set out and saved on Our Website which will include when you would like to receive reminders;

1.1.3 **Services:** the services that We are providing to your child's school or nursery which involve Us contacting you on the school or nursery's behalf;

1.1.4 **Terms:** the terms and conditions set out in this document;

1.1.5 **We/Our/Us/Parent PA:** Thomas Solutions Limited trading as Parent PA, a company registered in England and Wales with company number 05197650 and a registered address of Prospect House, 2 Brookfield Lane, Cotham, Bristol BS6 5PD; and

1.1.6 **Website:** www.parent-pa.co.uk

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2 OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply the Services.

2.2 Please ensure that you read these Terms carefully, and check that the details on Our Website including your Preferences and in these Terms are complete, accurate and up-to-date. If you think that there is a mistake or require any changes, please either make the change yourself (if We allow you to do so on Our Website) or contact Us or the school or nursery to discuss.

2.3 When the school or nursery signs up to use Our Services they will notify you of this change of communication service and give you Our details. Unless you unsubscribe



to the Services We will automatically contact you using default settings until you update your Preferences. **Your right to unsubscribe:** You can unsubscribe at any time by clicking on the relevant unsubscribe option in Our emails, by contacting Us at info@parent-pa.co.uk or by contacting the school or nursery.

- 2.4 These Terms will become binding on you and Us either when the school or nursery contacts you to explain that We are providing the Services or, if earlier, when We contact you, at which point a contract will come into existence between you and Us.
- 2.5 We will give you certain access to Our Website and provide you with a user name and password so that you can access your own account and update your Preferences. We will ask you to change your password when you first access the Website. You agree that:
 - 2.5.1 your access and use of Our Website will be governed by the terms of use available on Our Website;
 - 2.5.2 you will be responsible for making all arrangements necessary to have access to Our Website; and
 - 2.5.3 you are responsible for ensuring the security and safety of your access details to Our Website.

3 CHANGES TO OUR TERMS AND YOUR DETAILS

- 3.1 We may revise these Terms from time to time in the following circumstances:
 - 3.1.1 changes in relevant laws and regulatory requirements; and
 - 3.1.2 if We develop new services that are offered to you or the school or nursery requires additional services from Us.
- 3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can unsubscribe from the Services at any time, as set out in clause 2.3 above.
- 3.3 You may make a change to your details or your Preferences at any time by accessing Our Website, contacting Us by emailing info@parent-pa.co.uk or by contacting the school or nursery. These changes may not take effect immediately.

4 PROVIDING SERVICES

- 4.1 We will supply the Services to you from the date the school or nursery agrees with Us until they terminate Our agreement or until you unsubscribe.
- 4.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 8 for Our responsibilities when an Event Outside Our Control happens.
- 4.3 We will need certain information from you that is necessary for Us to provide the



Services in a way that you prefer, for example, whether you would like reminders of events a week or a day in advance of the event and whether you have an extra phone number or second person you would like reminders to be sent to. We will not be liable for any delay or non-performance where you have not provided the correct information to the school or nursery or to Us.

- 4.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between the school or nursery and Us in writing to the Services. The school or nursery or We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency.

5 **IF THERE IS A PROBLEM WITH THE SERVICES**

- 5.1 In the unlikely event that there is any defect with the Services:

- 5.1.1 please contact Us and tell Us as soon as reasonably possible;
- 5.1.2 please give Us a reasonable opportunity to repair or fix any defect; and
- 5.1.3 We will use every effort to repair or fix the defect as soon as reasonably practicable.

You will not have to pay for Us to repair or fix a defect with the Services.

- 5.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6 **FREE SERVICE**

The school or nursery pays for the Services, you do not have to pay Us anything, unless you want to sign up to additional services (this will be governed by a separate contract).

7 **OUR LIABILITY TO YOU**

- 7.1 If We fail to comply with these Terms in our delivery of the Website platform, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by you and Us at the time We entered into this contract.
- 7.2 If the school or nursery fails to comply with its obligations to use Our Website in uploading the correct communication information and sending it to you in a timely manner, the school or nursery are responsible to you under their own terms with you.
- 7.3 We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and We have no liability to



you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.4 We do not exclude or limit in any way Our liability for:

7.4.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

7.4.2 fraud or fraudulent misrepresentation; and

7.4.3 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

8 **EVENTS OUTSIDE OUR CONTROL**

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

8.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

8.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

8.3.1 We will contact you as soon as reasonably possible to notify you; and

8.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

8.4 You may unsubscribe at any time as set out in clause 2.3. We may cancel the contract if the Event Outside Our Control continues for longer than 3 (three) months.

9 **OUR RIGHTS TO CANCEL**

9.1 We may have to cancel the Services before they start or during the contract due to an Event Outside Our Control, the school or nursery not providing Us with the correct information or not paying Us for the Services. The school or nursery, will promptly contact you if this happens.

9.2 We may cancel the contract for Services at any time with immediate effect by giving you written notice if you break the contract in any other material way and you do not



correct or fix the situation within 30 (thirty) days of Us asking you to in writing.

10 INFORMATION ABOUT US AND HOW TO CONTACT US

10.1 We are a company as described above.

10.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by e-mailing Us at info@parent-pa.co.uk.

10.3 If you wish to contact Us in writing, you can send this to Us by e-mail, by hand, or by pre-paid post to Thomas Solutions Limited trading as Parent PA at Prospect House, 2 Brookfield Lane, Cotham, Bristol BS6 5PD and/or info@parent-pa.co.uk. We will confirm receipt of this by contacting you in writing or email. If We have to contact you or give you notice in writing, We will do so by e-mail to the address the school or nursery provide to Us or as updated by you.

11 HOW WE MAY USE YOUR PERSONAL INFORMATION

11.1 We will use the personal information you provide to Us to:

11.1.1 provide the Services;

11.1.2 contact you to complete surveys about Us and/or the Services; and

11.1.3 inform you about extra functionality that We provide, but you may stop receiving these at any time by contacting Us.

11.2 We will not give your personal data to any third party except your child's school or nursery who shall have access to the updated details you provide to Us.

12 OTHER IMPORTANT TERMS

12.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing or email if this happens, but this will not affect your rights or Our obligations under these Terms.

12.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

12.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

12.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.5 If We fail to insist that you perform any of your obligations under these Terms, 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 and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only



do so in writing, and that will not mean that We will automatically waive any later default by you.

- 12.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.