



WEBSITE TERMS OF USE

INTRODUCTION

These website terms of use ("**terms**") set out important information regarding your rights, obligations and the restrictions that may apply when you use our website at www.parent-pa.co.uk ("**Website**"). We recommend that you read these terms carefully before using the Website.

Any reference to "**you**" or "**your**", means you as a customer of our services and/or as a user of our Website (as the context requires). Any reference to "**we**", "**us**" or "**our**" is to Thomas Solutions Limited trading as Parent PA.

These terms govern the relationship between you and us when you access and use our Website. By accessing and continuing to use the Website, you agree to be legally bound by these terms of use. Please note that we may update and amend these terms of use from time to time and any changes will be posted on the Website. However, it is your responsibility to ensure you review these terms of use regularly to familiarise yourself with any changes. If you do not agree with any of our terms of use then you should not use our Website.

You may be asked to agree to further terms and conditions when using specific services for example as a school or nursery purchasing services from us or as a parent of such school or nursery. If there is any inconsistency between these terms of use and any such terms and conditions, the latter terms and conditions shall prevail.

ABOUT US

We are Thomas Solutions Limited trading as Parent PA, a company registered in England and Wales under company number 05197650 and with our registered office at Prospect House, 2 Brookfield Lane, Cotham, Bristol BS6 5PD. We operate this Website. Our VAT number is 840855223.

YOUR USE OF OUR WEBSITE

Our Website allows parents and legal guardians to login and change their details and make preferences. The contents of our Website may not be used by you in any way except for your own personal, private and non-commercial use, unless otherwise expressly permitted by us. You must not use any part of the materials on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.

Our Website also allows schools and nurseries that have entered into a separate agreement with us to login, change details and process and send notifications to parents.

You agree that you will not use our Website in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity or that is fraudulent, or has any unlawful or fraudulent purpose or effect. Furthermore, you agree not to do anything that may cause damage to our Website or our servers, systems or equipment or those of third parties, nor access any users' data or penetrate or circumvent any Website security measures or attempt to do any such acts.



You accept that you are able to stop using our Website at any time and at your sole discretion. We reserve the right to suspend, restrict or terminate your access to our Website or any part of it at any time at our sole discretion.

Please see "Suspension and Termination" below for details of consequences for breaching these terms.

ACCESSING OUR WEBSITE AND AVAILABILITY

Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice (see below). We will not be liable if for any reason our Website is unavailable at any time or for any period. From time to time, we may restrict access to all or some parts of our Website.

While we endeavour to ensure that this Website is normally available 24 hours a day/seven days a week, we cannot promise that our Website will be free from errors or omissions nor that it will be available uninterrupted and in a fully operating condition. Our Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control. We will not be liable to you or to any other person in the event that all or any part of our Website is discontinued, modified or changed in any way.

We shall not be liable for any failure, any suspension or any termination of access to our Website in connection with or arising out of a force majeure event. In these terms, a "force majeure event" shall include, without limitation, strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, accident or breakdown of plant or machinery, interruption or failure in communications networks and facilities (including the internet), fire, flood, storm or default of suppliers, and where they are beyond our reasonable control, any other acts, events, omissions or accidents.

You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them.

SCHOOL / NURSERY AND PARENT LOGIN

If you are a school or nursery that has chosen to use our services or a parent or legal guardian of a child at that school or nursery (and you have not unsubscribed), you will be able to login and access your own account and certain features (including, without limitation, if you wish to change your details or your preferences as a parent, or with "super-admin" rights to change details as a school or nursery). You undertake to check and complete your details when you use the Website, and that all information provided is up-to-date, true, accurate and complete.

You agree not to use a user name that is offensive, obscene or harassing to others. We have the right to require you to change your user name at any time and for any reason.



Each parent account is for use by the parents or legal guardians of that pupil only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. If your user name or password is compromised at any time you must request a new user name and/or password. We have the right to disable any access rights or accounts, at any time, if in our opinion you have failed to comply with any of the provisions of these terms.

When accessing your account for the first time, you may be asked to expressly accept these terms. Please understand that if you refuse to accept these terms, you will not be able to access your account.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or licensee of all copyright and other intellectual property rights in our Website, and in the material published on it. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

The names, images and logos identifying us, our partners or third parties and our/their products and services are proprietary marks and may not be reproduced or otherwise used without express permission.

The contents of the Website including (without limitation) web pages, computer codes of elements comprising the Website, and any software provided to you by us may not be copied, reproduced, communicated and/or made available to the public, republished, downloaded, posted, recorded, broadcast or transmitted or used in any other way except for your own personal, private and non-commercial use, unless otherwise expressly permitted by us.

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal reference and you may draw the attention of others within your organisation to material posted on our Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

If you print off, copy or download any part of our Website in breach of these terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

OUR WEBSITE CHANGES REGULARLY

We aim to update our Website regularly, and may change the content at any time. Any of the material on our Website may be out of date at any given time, and we are under no obligation to update such material.



RELIANCE ON INFORMATION POSTED AND DISCLAIMER

While we endeavour to ensure that the information on this Website is correct, we make no promise nor do we give any warranty or guarantee regarding the accuracy and completeness of the material on this Website. Commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such information, commentary and materials by any visitor to our Website, or by anyone who may be informed of any of its contents.

OUR LIABILITY

Nothing in these terms shall restrict your statutory rights (including your rights to receive a reasonable standard of service, more details about which can be obtained from your local Trading Standards Office or Citizen's Advice Bureau), nor shall anything in these terms exclude or limit our liability for death or personal injury resulting from our negligence or from any fraud or fraudulent misrepresentation nor any other liability which cannot be excluded or limited under applicable law.

The information you receive as a parent from our system should be generated by your school or nursery. Therefore the school or nursery may be liable if the information is incorrect or not sent at the correct time.

If you are a school or nursery and have entered into separate terms and conditions with us, our liability to you is capped as set out in those terms and conditions.

If we fail to comply with these terms, we shall only be liable to you for any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure. We will not be liable for losses that result from our failure to comply with these terms that fall into the following categories: loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; loss of data; or waste of management or office time. However, this will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded in the former categories.

The material displayed on our Website is provided "as is" without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of these terms through your use of our Website. When a breach of these terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms constitutes a material breach and may result in our taking all or any of the following actions:



- Immediate, temporary or permanent withdrawal of your right to use our Website.
- Issue a warning to you.
- Legal proceedings against you for reimbursement of all costs, loss, damages or expenses (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these terms. The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE

We process information about you in accordance with our [Privacy Policy](#). By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

LINKING TO OUR WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking



permission without notice. Our Website from which you are linking must comply in all respects with the acceptable use policy set out above.

If you wish to make any use of material on our Website other than that set out above, please address your request to info@parent-pa.co.uk.

LINKS FROM OUR WEBSITE

Where our Website contains news feeds and/or links to other websites and resources provided by third parties, these feeds, links and resources are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

LAW AND JURISDICTION

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Website although we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country.

These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

This Website is based in England and is intended for users in the United Kingdom. We make no representations that the materials and Website are suitable for users outside the United Kingdom, and if you choose to access our Website from outside of the United Kingdom you are solely responsible for ensuring compliance with all relevant local laws.

YOUR CONCERNS

If you have any concerns about material which appears on our Website, please contact info@parent-pa.co.uk.

These terms were last updated on 13 June 2013.