



Terms and conditions

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1. Definitions

“Agreement” this electronic 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 the electronic Order Form

“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 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 electronic Order Form to be supplied by Parenta to the Customer

“Services” the services set out on the electronic 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
- 3.3 Parenta guarantees the Products against defects for a period of 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 manufacturers guarantee or warranty benefiting the Product to the Customer
- 3.4 Parenta will use its reasonable care and skill in providing the Services.

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 electronic 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 as a result of the Customer's breach of this Agreement.

6. Cancellation

For all software products the customer is required to provide 3 months' notice in writing to affect cancellation. 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. For ESFA funded qualifications; there is no refund of the contribution should a customer cancel a training course. The customer may cancel by writing to **Customer Service, Parenta, 2-8 London Road, Rocky Hill, Maidstone, Kent, ME16 8PZ** or via email to customerservice@parenta.com.

7. Ownership

Parenta retains ownership of the Product until payment in full of the Price. Until such time as the Price is paid in full 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.

8. 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.

9. 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 copyright 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.

10. 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.

11. General

- 11.1 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)
- 11.2 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
- 11.3 This Agreement is to be governed and subject to the exclusive jurisdiction of the Courts of England and Wales.

12. Data

- 12.1 Parenta does not share information about the Customer with third parties.
- 12.2 Parenta does not share data the Customer holds in our systems and software with third parties.
- 12.4 Parenta is registered under the Data Protection Act of 1998 (Reg number Z1476954) and we adhere to the principles of the Data Protection Act and best practices for managing information.
- 12.5 Our data protection policies are available here www.parenta.com/GDPR. These policies clearly 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.
- 12.6 You can write to our Data Protection Officer by contacting: Customer Service, Parenta, 2-8 London Road, Rocky Hill, Maidstone, Kent, ME16 8PZ
- 12.7 We process and hold your data in order 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.
- 12.8 By entering into this contract you agree to us processing and holding your data, and that of your customers.
- 12.9 By using the services, you acknowledge that Parenta may gain access to and/or acquire the ability to transfer, store or process personal data of your employees.

Working together for our children

0800 002 9242
contact@parenta.com

www.parenta.com

Parenta, 2-8 London Road, Rocky Hill, Maidstone, Kent, ME16 8PZ, Reg No 05249690

