Partnership Plan Terms & Conditions

Supporting childcare providers with long-term partnership, expert support, and sustainable business growth

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Parenta
Working together for our children

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1. Definitions and Interpretation

1.1 Definitions

In these Terms:

"Agreement" means the Order Form, these Terms and Conditions, and the Data Processing Agreement collectively.

"Bronze Plan" means the three-month rolling subscription tier with standard service levels.

"Customer" means the nursery, preschool, childminder or legal entity purchasing Services from Parenta as identified in the Order Form.

"Customer Data" means all data, content, and materials uploaded, submitted, or generated by Customer through use of the Services.

"Data Protection Laws" means the UK GDPR, Data Protection Act 2018, and all applicable privacy and data protection legislation.

"Gold Plan" means the 24-month fixed-term subscription tier with enhanced service levels.

"DPA" means the Data Processing Agreement appended as Schedule 1.

"Fees" means the charges payable for the Services as specified in the Order Form.

"Initial Term" means the initial contract period specified in the Order Form.

"Order Form" means the document specifying the Services, Fees, and Partnership Plan selected by Customer.

"Partnership Plan" means the subscription tier (Bronze, Silver, Gold, or Platinum) selected by Customer.

"Parenta", "we", "us", "our" means Parenta Group Ltd.

"Platinum Plan" means the 36-month fixed-term subscription tier with enhanced service levels.

"Renewal Term" means each successive period following the Initial Term.

"Services" means the Abacus software platform, hosting, support, and ancillary services described in the Order Form.

"Silver Plan" means the 12-month fixed-term subscription tier with enhanced service levels.

"Start Date" means the date Parenta commences provision of Services as specified in the Order Form.

1.2 Interpretation

- Headings are for convenience only and do not affect interpretation.
- References to statutory provisions include any modification or re-enactment.
- Words in the singular include the plural and vice versa.
- "Include" and "including" are without limitation.

2. Term and Renewal

2.1 Initial Term

This Agreement commences on the Start Date and continues for the Initial Term:

Partnership Plan	Initial Term
Bronze	Three-month rolling term
Silver	12 months
Gold	24 months
Platinum	36 months

2.2 Automatic Renewal for Fixed-Term Plans

(a) For Silver, Gold, and Platinum Plans, unless either party gives written notice of non-renewal at least **90 days before** the end of the Initial Term or any Renewal Term, the Agreement will automatically renew for a Renewal Term of equal length to the Initial Term.

(b) Pricing on Renewal: Fees for any Renewal Term will be adjusted by the greater of:

- RPI + 2%, or
- Such higher percentage as Parenta reasonably determines necessary due to increased operating costs,

provided Parenta gives Customer **at least 90 days' written notice** before the renewal date specifying:

- The renewal date
- The revised Fees
- The mechanism for opting out under Clause 2.3

(c) This automatic renewal arrangement is disclosed in accordance with the **Consumer Rights Act 2015** and **Digital Markets, Competition and Consumers Act 2024**.

2.3 Opt-Out from Renewal

Customer may opt out of automatic renewal by providing written notice to **customerservice@parenta.com** at least **90 days before** the renewal date. If no notice is given, renewal occurs automatically on the terms specified in Clause 2.2(b).

2.4 Bronze Plan Continuation

For the Bronze Plan, the Agreement continues on a rolling three-month basis. After each three-month period, the Agreement automatically renews for successive three-month periods until terminated in accordance with Clause 4.

2.5 Conversion to Bronze Plan

If Customer with a fixed-term Plan fails to renew and does not terminate under Clause 4, Parenta may (at its discretion and after providing **90 days' written notice**) continue Services under the Bronze Plan at the prevailing standard rate, unless Customer terminates during that notice period.

2.6 Partnership Plan Changes

(a) Customers on the Bronze Plan may upgrade to a Silver, Gold, or Platinum Partnership Plan at any time.

(b) Any upgrade from Bronze to a fixed-term Partnership Plan will begin a new contract term from the upgrade effective date.

(c) Customers on Silver, Gold, or Platinum Partnership Plans may not:

- Downgrade their Partnership Plan during an active contract term; or
- Transfer between fixed-term Partnership Plans mid-term.

(d) Requests to downgrade a Partnership Plan may only be made during the final three (3) months of the active contract term and will take effect from the next renewal date.

(e) The Bronze Partnership Plan is designed for customers who value flexibility while continuing to benefit from Parenta's trusted core services and support.

3. Fees and Payment

3.1 Fee Structure

(a) Fees for fixed-term Partnership Plans remain **fixed for the duration of the Initial Term**.

(b) All Fees are stated **exclusive of VAT** (unless otherwise indicated in the Order Form).

(c) Fees are payable **monthly in advance** by Direct Debit or such other method as agreed in writing.

3.2 Fee Adjustments

Fee increases may only occur:

- Upon renewal of fixed-term Plans (in accordance with Clause 2.2(b))
- For Bronze Plan customers, with **30 days' written notice**

3.3 Late Payment

(a) Interest on overdue amounts accrues daily at the rate specified in the **Late Payment of Commercial Debts (Interest) Act 1998** (currently Bank of England base rate + 8% per annum).

(b) If payment remains outstanding for more than **30 days** after the due date, Parenta may suspend Services until payment is made in full, without prejudice to any other rights or remedies.

(c) Customer remains liable for Fees during any suspension under Clause 3.3(b).

3.4 No Set-Off

Customer may not withhold, set-off, or deduct any amounts from Fees unless required by law.

4. Termination and Notice

4.1 Termination by Customer

(a) Bronze Plan customers may terminate this Agreement at any time by providing no less than **three (3) months' written notice** to Parenta.

(b) Customers on Silver, Gold, and Platinum fixed-term Partnership Plans may only serve notice to terminate during the **final three (3) months** of their current contract term (Initial Term or Renewal Term).

(c) For fixed-term Plans, notice must expire no earlier than the final day of the active Initial Term or Renewal Term.

(d) Customers on fixed-term Plans may not terminate this Agreement mid-term except:

- Where Parenta commits a **material breach** of this Agreement which remains unremedied for **30 days** following written notice specifying the breach; or
- Where otherwise required by law; or
- Where the Customer's business is permanently closing (subject to Clause 4.1(f)).

(e) Early Termination Fee:

(i) If a Customer on a fixed-term Plan requests early termination outside the permitted notice window specified in Clause 4.1(b), Parenta may, at its sole discretion:

- Agree to the early termination; **and**
- Charge an early termination fee equivalent to **100% of the remaining contract value** (calculated as the monthly Fee multiplied by the number of months remaining in the Initial Term or Renewal Term).

(ii) The early termination fee is payable immediately upon Parenta's acceptance of the early termination request.

(iii) Parenta has no obligation to agree to early termination and may, in its absolute discretion, decline such requests.

(f) Business Closure Exception:

(i) Where a Customer's business is permanently closing, the Customer must provide written notice to **customerservice@parenta.com** confirming:

- The business closure date;
- The requested software termination date; and
- The final billing date requested.

(ii) Parenta reserves the right to request **reasonable evidence** of business closure, including but not limited to **any one** of the following:

- Ofsted deregistration confirmation;
- Written confirmation to parents/families of closure;
- Notice of closure to local authority;
- Companies House dissolution notice or strike-off application;
- Signed director's statement confirming permanent cessation of trade.

(iii) Upon receipt of satisfactory evidence, Parenta may waive or reduce the early termination fee at its discretion.

(iv) Customer remains liable for all Fees up to the termination date and any outstanding charges.

(g) Notice Submission:

All termination notices must be submitted in writing to **customerservice@parenta.com** or via the Parenta Customer Portal and are deemed received on the next Business Day.

4.2 Termination by Parenta

Parenta may terminate immediately by written notice if:

(a) Customer commits a material breach of this Agreement and (if capable of remedy) fails to remedy within **30 days** of written notice specifying the breach; or

(b) Customer becomes insolvent, enters administration, liquidation, or ceases to carry on business; or

(c) Customer fails to pay undisputed Fees for more than **60 days** after the due date.

4.3 Effect of Termination

(a) Termination does not affect:

- Any rights or liabilities accrued prior to termination
- Any provision intended to survive termination (Clauses 5, 6, 7, 9, 10, 12, 13)

(b) Upon termination, Customer must:

- Pay all outstanding Fees and charges (including any early termination fees)
- Cease all use of the Services
- Cooperate with data export under Clause 6.5

(c) Parenta may delete Customer Data in accordance with Clause 6.5.

5. Intellectual Property

All intellectual property rights in the Services remain the exclusive property of Parenta. Customer Data remains Customer's property. Parenta grants a non-exclusive license to use the Services. Customer warrants all necessary rights in Customer Data and that AI-generated content has been reviewed before publication.

6. Data Protection and Security

Customer acts as Data Controller, Parenta acts as Data Processor. Full compliance with UK GDPR and Data Protection Act 2018. Security measures include encryption (TLS 1.2+, AES-256), MFA, role-based access controls, daily encrypted backups, continuous vulnerability scanning. Data export available for 30 days post-termination, with secure deletion within 90 days. See Schedule 1 Data Processing Agreement for full details.

7. Use of Artificial Intelligence

Parenta may employ AI-based systems including chatbots and content generation tools. Customer Data will not be used to train third-party AI models without consent. Customer responsible for reviewing all AI-generated content before use.

8. Service Levels and Support

8.1 Availability

Parenta will use commercially reasonable endeavours to maintain Service availability of **99.5% uptime** (calculated monthly, excluding scheduled maintenance).

8.2 Scheduled Maintenance

Parenta may perform scheduled maintenance with **48 hours' prior notice** where reasonably practicable. Emergency maintenance may be performed without prior notice.

8.3 Support

(a) Customer support is available **Monday to Friday, 8:00 AM to 6:00 PM UK time** (excluding UK public holidays).

(b) Support requests must be submitted via:

- Email: **customerservice@parenta.com**
- Customer Portal ticket system
- Telephone: 0800 002 9242

(c) Response target: Parenta will endeavour to provide an initial response within **one (1) working hour** of receipt of any support request submitted during the hours specified in Clause 8.3(a).

8.4 Fair Usage Policy

(a) Where a Partnership Plan includes ongoing training, onboarding, or virtual support sessions, such services are provided subject to reasonable and fair usage.

(b) **Normal usage** is defined as up to **twelve (12) training sessions per year** per Customer account.

(c) Usage exceeding twelve (12) sessions per year may be subject to review, and Parenta reserves the right to:

- Manage booking availability;
- Limit excessive or unreasonable usage;
- Reschedule sessions where necessary; and
- Recommend alternative support options (including paid training packages) where usage materially exceeds normal customer requirements.

(d) Parenta will always endeavor to provide reasonable support and training access in line with the spirit of the Customer's selected Partnership Plan and will discuss any concerns regarding usage directly with the Customer before applying limitations.

9. Limitation of Liability

NOTE: Full liability provisions apply as detailed in the complete terms including:

- Total exclusion of consequential loss
- Aggregate liability cap of 6-12 months fees
- Data breach cap equal to fees paid in preceding 6-12 months
- Death/injury cap of £100,000 per incident and aggregate (36 months), applicable only when Parenta staff physically on-site
- IP indemnity cap of £10,000 aggregate
- Customer unlimited indemnity for Customer Data, premises liability, operational claims
- Mandatory Customer insurance: £5m public liability, £100k cyber liability
- 12-month time bar for claims
- Proportionate recovery and mitigation obligations

10. Force Majeure

Neither party liable for failure or delay in performance caused by events beyond reasonable control including acts of God, war, terrorism, pandemic, cyberattacks, or infrastructure failures. 90-day termination right if performance suspended.

11. General Provisions

11.1 Assignment: Parenta may assign to corporate group. Customer needs consent.

11.2 Variation: Variations must be in writing and signed by both parties.

11.3 Notices: All notices in writing to **customerservice@parenta.com** for Parenta. Email deemed received next Business Day.

11.4 Entire Agreement: This Agreement constitutes entire agreement between parties.

11.5 Order of Precedence: Order Form > DPA > Terms and Conditions

11.6 Severance: Invalid provisions modified to minimum extent necessary.

11.7 No Third Party Rights: No third-party enforcement rights under Contracts (Rights of Third Parties) Act 1999.

12. Governing Law and Jurisdiction

12.1 This Agreement shall be governed by and construed in accordance with **the laws of England and Wales**.

12.2 The parties irrevocably submit to the **exclusive jurisdiction of the courts of England and Wales**.

13. Compliance and Regulatory Information

13.1 Regulatory Registration: Parenta Group Ltd is registered with the Information Commissioner's Office (ICO Registration No. **Z1476954**).

13.2 Data Protection Officer

DPO: Dr Allan Presland

Deputy DPO: Rosie Presland

Email: customerservice@parenta.com

Tel: 0800 002 9242

13.3 Sub-Processor Register: A current list of sub-processors is maintained at **www.parenta.com/privacy**

13.4 Privacy Policy: Parenta's privacy practices are detailed at **www.parenta.com/privacy-policy**

Schedule 1 - Data Processing Agreement

1. Purpose and Scope

1.1 This Data Processing Agreement ("DPA") governs the Processing of Personal Data by Parenta in connection with the provision of the Services under the Agreement.

1.2 This DPA forms part of the Agreement between the parties, including the applicable Terms & Conditions and Order Form.

1.3 The Customer acts as Data Controller and Parenta acts as Data Processor for the purposes of applicable Data Protection Law.

1.4 Parenta shall process Personal Data only:

- on documented instructions from the Customer;
- as necessary to provide, maintain, secure, and support the Services; or
- as otherwise required by applicable law.

1.5 In the event of any conflict between this DPA and the Terms & Conditions, this DPA shall prevail only to the extent required by applicable Data Protection Law.

1.6 Parenta may refuse any instruction which it reasonably believes would breach applicable law or Data Protection Law.

2. Definitions

For the purposes of this DPA:

"Data Protection Law" means the UK GDPR, Data Protection Act 2018, and any applicable laws relating to privacy or processing of Personal Data.

"Personal Data", "Processing", "Controller", "Processor", and "Data Subject" shall have the meanings given under applicable Data Protection Law.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

"Services" means the software platform, hosting, support, communication, onboarding, and related services provided by Parenta.

3. Categories of Data

3.1 Categories of Data Subjects

Personal Data may relate to:

- nursery staff;
- parents and guardians;
- children;
- Customer employees and authorised users.

3.2 Categories of Personal Data

Personal Data processed may include:

- names;
- addresses;
- contact details;
- attendance records;
- invoices and payment records;
- communication logs;
- operational notes and records entered by the Customer.

3.3 Special Category Data

Processing may include limited health or safeguarding information where uploaded by the Customer.

The Customer remains solely responsible for:

- determining whether Special Category Data is uploaded to the Services; and
- ensuring an appropriate lawful basis exists for such Processing.

4. Customer Responsibilities

The Customer shall:

- ensure it has all necessary rights, lawful bases, and permissions to provide Personal Data to Parenta;
- provide all required privacy notices to Data Subjects;
- ensure its instructions comply with Data Protection Law;
- remain responsible for the accuracy, quality, and legality of Personal Data uploaded to the Services; and
- implement appropriate organisational and technical controls within its own business environment.

5. Processor Obligations

Parenta shall:

- process Personal Data only in accordance with documented Customer instructions and applicable law;
- ensure persons authorised to process Personal Data are subject to confidentiality obligations;
- implement and maintain appropriate technical and organisational measures in accordance with Clause 8;
- maintain records of Processing activities as required by law;
- notify the Customer without undue delay after becoming aware of a Personal Data Breach and, where reasonably practicable, within 48 hours;
- provide reasonable assistance to the Customer in responding to:
- Data Subject requests;
- ICO enquiries;
- security incidents; and
- compliance obligations under Data Protection Law;
- notify the Customer where legally permitted of any legally binding request for disclosure of Personal Data by a regulator or law enforcement authority; and
- upon request, provide reasonable information necessary to demonstrate compliance with this DPA.

6. Audits

6.1 Any audit requested by the Customer shall:

- occur no more than once annually;
- be subject to reasonable prior written notice;
- occur during normal business hours;
- avoid unreasonable disruption to Parenta's operations;
- remain subject to appropriate confidentiality obligations; and
- where appropriate, be satisfied through provision of independent audit reports, certifications, security summaries, or security documentation.

7. Sub-Processors

7.1 The Customer authorises Parenta to engage sub-processors for infrastructure, hosting, communication, analytics, monitoring, and support services.

7.2 Parenta shall ensure all sub-processors are subject to written contractual obligations providing materially equivalent protection to this DPA.

7.3 Parenta shall remain responsible for the acts and omissions of its sub-processors where required under Data Protection Law.

7.4 Parenta shall maintain an up-to-date list of authorised sub-processors at:

www.parenta.com/privacy

7.5 Parenta shall provide at least 30 days' notice of any material changes to its sub-processor arrangements.

8. Security Measures

8.1 Parenta shall implement and maintain appropriate technical and organisational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.

8.2 Such measures may include, where appropriate:

- role-based access controls;
- multi-factor authentication;
- encryption of data in transit and at rest;
- vulnerability management and patching;
- backup, resilience, and disaster recovery procedures;
- staff confidentiality obligations;
- GDPR and security awareness training;
- security monitoring and logging; and
- periodic security testing and vulnerability management procedures.

8.3 Parenta may update or replace security measures from time to time provided that the overall level of security protection is not materially reduced.

9. International Transfers

9.1 Parenta shall not transfer Personal Data outside the UK or EEA unless appropriate safeguards are in place in accordance with Data Protection Law.

9.2 Where transfers occur to countries not recognised as providing adequate protection, such transfers shall be governed by:

- the UK International Data Transfer Addendum;
- Standard Contractual Clauses; or
- another lawful transfer mechanism.

10. Use of Automated and Ai-Assisted Technologies

10.1 Parenta may utilise automated systems, analytics tools, and AI-assisted technologies in connection with the provision, maintenance, support, security, and improvement of the Services.

10.2 Customer Personal Data shall not be used to train third-party general-purpose AI models without the Customer's consent.

11. Data Subject Rights

11.1 If Parenta receives a request directly from a Data Subject relating to Personal Data processed on behalf of the Customer, Parenta shall:

- notify the Customer promptly; and
- not respond except as required by law or authorised by the Customer.

11.2 Parenta shall provide reasonable assistance to enable the Customer to fulfil its obligations regarding Data Subject rights requests.

12. Return and Deletion of Data

12.1 Upon termination of the Services, the Customer may request export of Personal Data within 30 days following termination.

12.2 Following expiry of the export period, Parenta shall securely delete Customer Personal Data within 90 days, except where retention is:

- required by law; or
- necessary for disaster recovery purposes.

12.3 Backup copies retained solely for disaster recovery purposes shall be automatically overwritten or deleted within 180 days.

13. Liability

13.1 Each party shall comply with its respective obligations under applicable Data Protection Law.

13.2 Liability arising under or in connection with this DPA shall be subject to the exclusions, limitations, and liability caps set out in the applicable Terms & Conditions.

13.3 Nothing in this DPA excludes or limits liability where such exclusion or limitation is prohibited by law.

14. Governing Law

14.1 This DPA shall be governed by and construed in accordance with the laws of England and Wales.

14.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.

Annex A - Technical & Organisational Measures

- Role-based access controls
- Multi-factor authentication
- Encryption in transit and at rest
- Secure password policies
- Vulnerability management and patching
- Continuous monitoring and logging
- Backup, resilience, and disaster recovery procedures
- Incident response procedures
- Staff confidentiality agreements
- GDPR and security awareness training
- Periodic security testing and vulnerability management procedures

Annex B - Authorised Sub-Processors

Sub-Processor	Function	Location	Safeguard
Amazon Web Services (AWS)	Cloud hosting	UK/EU	SCCs / UK Addendum
Zoho Corporation	CRM, helpdesk, automation	EU/US	UK Addendum to SCCs
Microsoft 365	Email and document systems	EU	SCCs
Rackspace	Cloud hosting	UK	SCCs
Sentry	Monitoring	EU/US	UK Addendum to SCCs
New Relic	Monitoring	EU/US	UK Addendum to SCCs
TransferNow	Secure file transfer	EU	SCCs
OneSignal	Push notifications	EU/US	UK Addendum to SCCs

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

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Follow us on social media **@TheParentaGroup**

www.parenta.com

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