

Terms and Conditions for Place2Be's Parenting Smart – Online Course for Local Authorities

1. Introduction

1.1 This page provides you with information about us and the legal terms and conditions ("T&Cs") on which we provide Parenting Smart - Online Course (the "Programme") to you.

1.2 The T&Cs apply to any contract between you and us for the provision of the Programme to you (a "Contract"). Please read this document carefully and make sure that you understand them before committing to the Programme.

1.3 These T&Cs, and any Contract between you and us, are in the English language only.

2. Information about us

2.1 Place2Be is a charity registered with charity numbers 1040756 (England and Wales) and SC038649 (Scotland), and a private company limited by guarantee registered in England and Wales with registered number 2876150, with our registered office at 175 St John Street, London EC1V 4LW.

2.2 We are regulated by the Charity Commission in England and Wales and by the Office of the Scottish Charity Regulator in Scotland. We adhere to the codes of fundraising practise issued by the Institute of Fundraising. [Read the code.](#)

3. Our services

3.1 We will deliver the Programme to you with reasonable skill and care, and we will make every reasonable effort to ensure that the Programme is delivered to you in accordance with the representations made to you. However, we reserve the right to;

3.1.1 change the facilitator of the Programme;

3.1.2 reschedule the Programme for another date;

3.2 Registration to the Programme is free, and therefore no compensation will be made if the Programme is cancelled;

3.3 We are the owner or the licensee of the content of, and materials used and distributed in the course of the Programme, and we will be the owner of all intellectual property generated as part of the Programme. Except as permitted by law, you may not copy,

distribute or display or issue to the public such content and/or materials without first obtaining our written permission.

3.6 You agree that the content of, and materials used in, the Programme are our confidential information. You may not disclose them to anyone else without first obtaining our written permission and you must safeguard them as if they were confidential information of your own.

4. Access

4.1 By agreeing to these terms and conditions you are confirming that you are a parent or carer living within the local authority you have selected and that you understand that Place2Be reserves the right to verify this with them and terminate your access the course if this is not the case.

4.2 You will be given access to the Programme via the Hive Learning platform;

4.3 Your login details are not transferrable;

4.3 To access the Programme you will need a device with an internet connection, you are responsible for ensuring you have the correct equipment to access the Programme.

4.4 You will have the opportunity to contribute on the platform, however, we reserve the right to remove comments that:

- (a) Are abusive
- (b) Raise safeguarding concerns
- (c) Advertise any kind or service
- (d) Request financial support

4.5 Should your comments fall in any of the categories listed in 4.4, we will notify you and reserve the right to suspend your contribution rights.

4.6 Your access to the Programme will end on the date mentioned in your confirmation email.

5. Data protection

5.1 Place2Be will comply with the Data Protection Act 2018 and all other applicable laws and regulations in relation to data protection (including the UK General Data Protection Regulation (UK GDPR) and will at all times work within its Data Protection Policy, a copy of which is available on request. Place2Be will only use any personal data collected in the provision of the Programme in accordance with the Contract.

Place2Be will keep the details collected through registration (Name, Username, Email address, Postal address, Mobile number and the name of the organisation you are registered with) for the duration of your access to the course. These data will be deleted from Place2Be's records as soon as your access to the course ends. However, we may also use your email and name following the end of the course to send you updated knowledge and information relating to the subject matter of the course (but not any marketing emails) – you may opt out of these emails at any time.

5.2 For the sole purpose of the delivery of the “Programme”, the first name and last name you provided during registration will be shared with the local authority you have selected in your registration form.

5.3 For the sole purpose of the delivery of the “Programme”, the email address and username you provide during registration will be shared with Hive Learning.

5.4 Place2Be has a responsibility to keep children safe and to follow safeguarding procedures and information sharing as and when required. This may mean, should we be concerned by a comment you have made through the course, sharing your details with your local authority. You will be notified if this happens either by calling on the mobile you have provided at registration or by email at the address you have provided at registration. More information can be found in our [Safeguarding and Child Protection Policy](#).

5.5 Data captured by Hive Learning:

Within the programme, we seek your engagement and feedback on the Parenting Smart – Online Course programme (the ‘Programme’). It is important you understand what we will do with any data you share in the form of responses either in the polls, quizzes or comments sections.

5.5.1 Polls & Quizzes: All your responses may be used as part of the subsequent analysis when we evaluate the programme, but would never be shared in a way that made you identifiable.

5.5.2 Comments: At the end of your programme, Hive Learning will share comments with Place2Be in the form of an Excel spreadsheet and you will only be identified to Place2Be in that spreadsheet by a user number. Again, you will not be identifiable in any way.

Place2Be may also use anonymised comments in a number of ways for promotional purposes. This includes illustrating our work on our website, through social channels and marketing materials and through the media (broadcast, print, online); and generating interest and financial support from funders or individual supporters.

5.6 At the end of the programme we may ask if you are happy to be contacted for any follow-up evaluation, at that point you can opt-in or out.

5.7 Others who can see your data on Hive Learning:

When using the programme others within your cohort can see your comments as attributed to you, and you may have parents and carers that you know within your cohort. We recommend you create a username to preserve your anonymity on the Hive Learning platform, you will be able to amend this username on the Hive Platform by editing the fields “First name” & “Last name” fields.

Further information on how we process your personal data can be found in our [Privacy Policy](#).

6. How the contract is formed between us

6.1 These T&Cs and any document expressly referred to in them constitute the entire agreement between you and us. You confirm that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these T&Cs or any document expressly referred to in them.

6.2 Each Contract will end on the completion of the Programme being provided.

7. Our liability

7.1 We only supply the Programme for your personal use, and you agree not to use the Programme for any re-sale purposes.

7.2 Nothing in these T&Cs limit or exclude our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) defective products under the Consumer Protection Act 1987.

7.3 Subject to paragraph 7.2, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise,

arising under or in connection with a Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

7.4 Subject to paragraph 7.2 and paragraph 7.3, our total liability to you in respect of all losses arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Services provided to you under that Contract.

7.5 Except as expressly stated in these T&Cs, we do not give any representation, warranties or undertakings in relation to the Programme. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Programme are suitable for your purposes.

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 a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in paragraph.

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 or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

8.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract 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 delivery of Services to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

9. Terminating the contract

9.1 If at any time either Place2Be or the individual wants to terminate the training, Place2Be or the individual may terminate the Contract by giving written notice within reasonable time. Place2Be shall cease providing the training immediately once the notice has been given.

9.2 In the event that the individual no longer wishes to participate in the training Place2be will take all reasonable steps to ensure that all data on the data subject in question is deleted.

10. Communications between us

10.1 When we refer, in these Terms, to "in writing", this will include email.

10.2 If you wish to contact us in writing, or if any paragraph in these Terms requires you to give us notice in writing, you can send this to us by email to enquiries@place2be.org.uk or by pre-paid post to Place2Be at 175 St John Street, London, EC1V 4LW. We will confirm receipt by contacting you in writing, normally by email.

10.3 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order.

10.4 Please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

11. Other important terms

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

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

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

11.4 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.

11.5 We reserve the right, at our sole discretion, to change, modify, add or remove any portion of these Terms and Conditions, at any time. Notification of changes in these Terms and Conditions will be sent by email. Changes in these Terms and Conditions will be effective when notice of such changes has been sent.

11.6 These Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.