

ParentPay Group Services Limited

Terms & Conditions v1.2



IMPORTANT NOTICE:

THE CUSTOMER MUST READ THESE CORE TERMS AND CONDITIONS FOR THE USE OF PPG PRODUCTS AND SERVICES ("CORE TERMS"), THE SPECIAL TERMS SET OUT IN EACH ORDER AND THE SUPPLEMENTARY TERMS, AS THEY ALL FORM PART OF THE AGREEMENT (AS DEFINED BELOW).

THE PPG CORE TERMS ARE GENERALLY APPLICABLE TO ALL OF THE PRODUCTS AND SERVICES SUPPLIED BY PARENTPAY GROUP COMPANIES. THE SUPPLEMENTARY TERMS ARE APPLICABLE TO CERTAIN PARENTPAY GROUP PRODUCTS AND/OR SERVICES ONLY, AND SO ARE ONLY APPLICABLE TO CUSTOMERS RECEIVING SUCH PRODUCTS AND/OR SERVICES.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE FOLLOWING CLAUSES OF THESE PPG CORE TERMS:

Clause 2 (Term), in particular 2.2 (Automatic Extension on New Orders)

Clause 5 – Customer Obligations

Clauses 10.16-10.17– Price Changes

Clauses 10.28 - 10.32 (inclusive) – Discounts, Deductions and Subsidies

Clauses 15.31-15.4– Software De-release

Clause 21.1 – Amalgamation of Agreements

Clause 23 – Variation

1 DEFINITIONS AND INTERPRETATION

1.1 In the Agreement the following terms shall have the following meanings:

1st Line Support Service means the support service provided when a Customer first reports a problem with the Software, where an initial analysis of the Customer's problem is undertaken by ParentPay or an Approved SSU and an attempt to resolve the problem is made by checking for obvious and common issues;

2nd Line Support Service means the further support service provided by ParentPay or an Approved SSU if the 1st Line Support Service is unable to resolve a Customer's reported problem, which may require the assistance of experienced support staff with greater knowledge of the Software to resolve the problem, and may involve the provision of workarounds or require ParentPay or the Approved SSU to remotely access Software and/or Equipment at the Customer's location(s) or in the cloud;

3rd Line Support Service means the support service provided to a Customer when the 2nd Line Support Service is unable to resolve the Customer's reported problem, with the service provided by ParentPay support staff or developers, and that may include advanced workarounds, the application of software patches and/or Updates;

Additional Order: means an Order in addition to the Initial Order;

Additional Order's Renewal Date: has the meaning given to it in Clause 2.2

Acceptable Use Policy means the relevant acceptable use policy relating to the Software being provided to the Customer, in each

case as updated from time to time and available via the Scope of Services;

Acceptance has the meaning given in clause 9;

Account Details means the username and password issued by the Customer (or ParentPay or a Nominated SSU on the Customer's behalf) to Authorised Users for use with the specified Software;

Agreement means the agreement between ParentPay and the Customer comprising: (i) Order(s) which may include Special Terms (ii) these PPG Core Terms; and (iii) the Supplementary Terms; (iv) any applicable Third Party Product terms and conditions, and (v) any Documentation referred to within the foregoing, including (without limitation) the Scope of Services, the Data Processing Addendum and the Acceptable Use Policy;

Annual Fees means the fixed annual element of the Fees payable by the Customer in a particular Contract Year (which, for the avoidance of doubt, does not include Payment Service Fees);

Approved SSU means an SSU that is currently approved by ParentPay to provide 1st Line Support Services and 2nd Line Support Services for Software, such approval being given under the terms of an agreement between the SSU and ParentPay which at the relevant time has not been terminated (a list of Approved SSUs is available from ParentPay on request);

Authorised Users means any or all of the following, in each case where Account Details have been issued to such person: (i) the employees or officers of the Customer (which for the avoidance of doubt includes where relevant members of the Customer's governing board(s) provided that they are not officers or employees of ParentPay's competitors, in which case they must not be provided with access to the Software); (ii) any temporary worker engaged by the Customer to assist with its day-to-day operations who has explicitly agreed in writing with the Customer to abide by confidentiality obligations no less onerous than those set out in clause 20, who use or have access to the Software; or (iii) any other authorised third party that has been provided with access to the Software from time to time by the Customer or by ParentPay or a Nominated SSU on the Customer's behalf;

Business Day means a day other than a Saturday or a Sunday or a public holiday in England and Wales;

Confidential Information of a party means any information disclosed to the other party in connection with the Agreement that is marked as "confidential", described as "confidential" or which ought reasonably to have been understood by the other party at the time of disclosure as being confidential and including: (i) the terms and conditions of the Agreement; (ii) in respect of ParentPay's Confidential Information, the Software and Documentation and all know-how, information and code relating thereto and all information concerning the operation of the Software and the Services; and (iii) in respect of the Customer's Confidential Information, the Customer Data;

Contract Year means the twelve month period starting on the Start Date of the Initial Term and each successive 12 month period thereafter;

Customer means the counterparty referred to in the Initial Order Form with whom ParentPay contracts under the terms of the Agreement, unless the counterparty is an academy or set of academies within a MAT, in which case the counterparty shall be the MAT;

Customer Data means all data, information, works and materials which: (i) may be uploaded to, stored within or processed by the Software by or on behalf of the Customer or any Authorised User or by any person or application using the Customer's account; or (ii) are otherwise provided to ParentPay by or on behalf of the Customer for the purposes of the provision or management of the Software or Services;

Data Processing Addendum means the addendum to these Core Terms governing the processing of Customer personal data (as defined therein) in connection with the Agreement, as updated from time to time and available at the following link:

<https://parentpay.com/adaptive/data-processing>

or such other online location as ParentPay may notify to the Customer in writing;

Documentation means the documentation provided or made available by ParentPay in connection with the Services including product specifications, service guides, user manuals, online knowledge base, and/or training materials that describe the functionality, use and operating requirements of the Software, and that may be amended or reissued by ParentPay from time to time;

Effective Date means in respect of a particular Order the date upon which the terms of this Agreement become legally binding upon the parties in respect of that Order, which shall be the earliest of either:

- (i) the date upon which ParentPay confirms in writing (which may be by email) that the Order accepted by the Customer using a click-wrap or scroll-wrap or via the Portal has been accepted by ParentPay; or
 - (ii) the date upon which a valid Order signed by the Customer is delivered to ParentPay in either written or electronic form and is acknowledged as accepted by an authorised representative of ParentPay; or
 - (iii) the date upon which the Customer pays an invoice for Charges relating to any part of the Software or Services included in the Order, or
 - (iv) the date upon which the Customer first uses any part of the Software and/or Services included within the Order,
- and the Effective Date of this Agreement as a whole shall be the Effective Date of the Initial Order;

End User means a pupil enrolled in a Customer School, or a Parent or guardian of such a pupil, who accesses and uses Hosted Services provided to the Customer by ParentPay;

Equipment means the Compatible PC(s), and/or network file servers and network equipment, together with the Compatible operating system and database software needed to operate these computers, networks and the Software and/or relevant Third Party Products, owned or under the control of the Customer upon which the Software and/or relevant Third Party Products are to be installed at the Location(s). Compatible in this context means that the Customer supplied hardware and/or network and software is suitable for the Software and/or Third Party Products that are installed on it, is in good working order and fully operational, and in the case of hardware has sufficient memory, CPU capacity, disk capacity and network access to allow the successful operation of the Software and/or Third Party Products and to meet performance standards acceptable to the Customer

Excluded Event means: (i) incompetence, misuse or other error of a user of the Software or erroneous or incorrectly prepared Customer Data; (ii) failure to access or use the Software in accordance with the terms of the Agreement, the Documentation or ParentPay's instructions; (iii) any change, addition or variation to the Software or its operating environment outside ParentPay's normal procedures made by or at the request of the Customer; (iv) any change, addition, variation or repair to the Software other than those carried out by ParentPay; (v) use of the Software in combination with other systems, software or equipment of the Customer (or any third party) not approved by ParentPay; (vi) any telecommunications network defect, delay or failure or failure of the Customer's hardware or other systems; (vii) any failure in performance of the Software or its availability caused by matters other than the hardware, software, networks, databases and other information technology equipment owned or controlled by ParentPay; and/or (viii) the negligent actions or omissions of the Customer;

Financial Distress Event means where the Customer receives any demand for repayment of lending facilities or ParentPay concludes in its discretion that: (i) the financial position of the Customer has deteriorated to such an extent that its ability to pay the Fees or otherwise comply with the terms of the Agreement is put in jeopardy; (ii) the Customer takes any steps in anticipation of or has no realistic prospect of avoiding an Insolvency Event (iii) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

Fees means the fees charged by ParentPay for provision of the Software and/or Services set out or referred to in an Order;

Group means in relation to a company, that company, any "subsidiary undertaking" or "parent undertaking" (each as defined in the Companies Act 2006) from time to time of that company and any subsidiary undertaking from time to time of a parent undertaking of that company;

Group Agreements means all Agreements subject to PPG Core Terms (or variations thereof) which have Renewed since 1 December 2024 and any new Order placed after 1 December 2024 using PPG Core Terms (or variations thereof);

Hosted Services means any or all ParentPay Software (or any part, function or feature of any ParentPay Software) that is designed to be hosted in the cloud rather than installed on Equipment at Customer Locations, and that are provided by ParentPay primarily or entirely in the cloud and generally accessed via an internet browser, VPN and/or mobile applications and/or on a "software as a service" basis;

Hosting Provider has the meaning given in clause 11.4

Implementation Services means any installation, implementation, setup and/or project management services performed by or on behalf of ParentPay;

Initial Order means the first order for Software and/or Services as set out in the Initial Order Form;

Initial Order Form means the first Order Form;

Initial Term means the period of 36 months from the Start Date;

Insolvency Event means any corporate action, application, petition, order, proceeding or appointment or other step taken or made by or in respect of a party for any composition, compromise or arrangement with its creditors generally, any restructuring plan,

scheme of arrangement, voluntary arrangement or moratorium, its winding-up (other than for the purpose of a bona fide solvent reorganisation, reconstruction or amalgamation), dissolution, administration, bankruptcy or receivership or the appointment of a receiver or manager over all or any part of its undertaking, assets or income, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three Business Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which that party is incorporated, resident or carries on business;

Intellectual Property Rights means all intellectual property rights, including patents, trade and service marks, rights to domain names, rights in passing off, registered and unregistered designs, rights in confidential information, rights in know-how, database rights, topography rights, copyright (including rights in software), rights in any invention, and applications for registration of any of the foregoing, and the right to apply therefor, in each case in any part of the world;

Liability means all and every type of liability ParentPay has or may have arising out of or in connection with the Agreement, the Software or the Services, including but not limited to, liability: (i) for or in breach of contract, repudiation, renunciation, restitution, misrepresentation, negligence, other tort or breach of statutory duty; (ii) under any indemnity or arising from any express right or remedy; (iii) caused by any total or partial failure or delay in supply of the Software or the Services; or (iv) arising from deliberate actions or omissions, and in each case, however fundamental the result;

Location means an address set out in an Order or otherwise at which the Customer or related School carries on its normal day-to-day operations and at which the Equipment will reside;

Malicious Software means any software program or code intended to destroy, interfere with, corrupt or have a disruptive effect on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether such software program or code is introduced wilfully, negligently or without knowledge of its existence;

MAT means an academy trust consisting of two or more academies or free schools;

MIS means a school management information system including (without limitation) ParentPay's Schools Information Management System (SIMS) software.

New Successor Agreement has the meaning given in clause 16.4(a);

Nominated SSU means where the Customer has designated that 1st Line Support Services and 2nd Line Support Services for some or all of the Software and/or Services listed in an Order are to be provided by an Approved SSU rather than ParentPay, that Approved SSU

Non-Native Hosting means the hosting in the cloud by ParentPay of Software which was originally designed and intended to be installed on the Equipment at Customer Locations. Non-Native Hosting Services offered by ParentPay include the hosting services known as SIMS Connected and ParentPay Private Cloud which are made available on a 'software as a service' basis to Customers by ParentPay;

Order means the Initial Order or any Additional Order(s);

Order Form means an order form (either in the form of a document or an electronic form made available through the Portal) detailing the Software and Services to be provided by ParentPay to the Customer, specifying the applicable prices and setting out any Special Terms and conditions which will apply to them;

Package means any two or more PPG Products and Services combined into (and marketed as) a package (including, without limitation, the 'Adaptive' range of packages initially launched in December 2024);

ParentPay means the entity defined as such in the Initial Order Form;

ParentPay Group Company means in relation to ParentPay, any member of its Group;

Parent: a parent or guardian of a pupil enrolled in a Customer School;

Payment Collection Service has the meaning given in Part 1 of the Supplementary Terms;

Payment Service Fee means a variable fee charged by ParentPay for use of Payment Collection Services by a Customer, which is typically (but not necessarily) determined based on a percentage of total Transaction Value during a Settlement Period (in each case as defined in Part 1 of the Supplementary Terms);

Portal means the internet portal used by PPG to contract with the Customer from time to time;

PPG Products and Services means all or any of the Software and Services provided by ParentPay and its Group Companies;

Professional Services means:

(a) any Implementation Services; and

(b) any training, technical, consultancy, bespoke development, systems integration, system configuration or general IT services, in each case to be provided by ParentPay to the Customer as set out in an Order;

PoR or Pupils on Roll means the number of pupils on roll for a given School as recorded in the Order and updated from time to time by ParentPay using publicly available school census/PLASC/DENI/ISC data;

Renewal Term has the meaning given in clause 2;

Renewal means a renewal of an Agreement for a Renewal Term pursuant to clause 2.1 (and **Renewed** shall be construed accordingly);

Replacement Provider means, in circumstances where for any reason ParentPay ceases to provide the Software or Services (or any part of the Software or Services) to the Customer under this Agreement, any third-party service provider appointed by the Customer to provide services or software similar to the Services and/or Software (or relevant part of the Software or Services) in place of ParentPay after such cessation;

SAT or Single Academy Trust means a single academy trust consisting of one academy or free school;

School means any UK educational establishment engaged in nursery, primary, secondary or further education including without loss of generality academies, All-Through schools, city technology colleges, community schools, faith schools, free schools, grammar schools, independent schools, local authority maintained schools, nurseries, special schools, state boarding schools, pupil referral units, voluntary aided schools and Welsh language schools;

School Notice: the pro-forma notice set out in Schedule 1;

Scope of Services means the scope of services documents listing and describing the PPG Products and Services, as updated from time to time and available at the following link:

<https://www.parentpay.com/adaptive/scope-of-service>

or such other online location as ParentPay may notify to the Customer in writing;

Services means any or all of the following (i) Support Services; (ii) Professional Services; and/or (iii) any additional services as may be provided to the Customer from time to time, in each case where set out in an Order;

SMS Text Credit Fee means the fee charged for sending SMS messages using the Software, whereby one full credit is charged for each standard SMS message or part thereof, where an SMS message is defined under the GSM 03.38 standard. The fee represents a charge made for services supplied at the point of invoicing if paid in arrears, or for services supplied at the time the SMS messages are sent, if pre-paid in bundles;

Software means the computer programs and/or web-based software applications provided by the ParentPay Group to the Customer, as listed in the Order(s);

SSU means a third party organisation which offers support services in relation to PPG Products and Services;

Special Terms means any special terms marked as such and set out in an Order;

Supplementary Terms means the supplementary sets of terms and conditions which are either: (i) set out in Schedule 2 to these PPG Core Terms; or (ii) are specifically referred to in the Special Terms as being incorporated into the Agreement, and in each case which apply to particular Software and/or Services (in addition to these PPG Core Terms and the Special Terms);

Support Services means the support services in relation to the Software as described in clause 8;

Start Date means in respect of any part of the Software and/or Services included within an Order, the later of:

- (i) the relevant Order's Effective Date; and
- (ii) the earlier of either:
 - (a) if specified, the date in the Order upon which the Customer is entitled to begin using that part of the Software or accessing or receiving that part of the Services included in the Order; or
 - (b) the date upon which the Customer first uses that part of the Software or accesses or receives that part of the Services included in the Order; and

in respect of an Order as a whole, shall be the earliest Start Date for any part of the Software or Services included within that Order and in respect of this Agreement shall be the Start Date for the Initial Order;

Term means the Initial Term and any Renewal Term;

Third Party Product means a product or service supplied by a Third Party Supplier and which may or may not be included in Support Services, as detailed in the Order;

Third Party Supplier means a company or organisation other than ParentPay or a ParentPay Group Company whose products and/or services are sold or licensed to the Customer under the Agreement;

Update means any modification, update or upgrade to the Software provided by or on behalf of ParentPay for the purpose of fixing a bug or error, for providing enhanced functionality or for any other reason, including changing the medium of the software from computer programs to web-based software applications;

User means Authorised Users, End Users or any of them; and

Vulnerability means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

- 1.2 References in the Agreement to statutes or statutory provisions shall be construed to include references to those statutes or statutory provisions as amended or re-enacted from time to time and shall include any orders, regulations, instruments or other subordinate legislation under them.
- 1.3 The headings in the Agreement are for ease of reference only and shall not in any way affect its construction or interpretation.
- 1.4 Reference to a party to the Agreement shall include its personal representatives, successors in title and permitted assigns.
- 1.5 In the event of a conflict between the terms of the Agreement, the following order of priority shall apply:
 - (a) Order(s) (including any Special Terms)
 - (b) Any applicable Supplementary Terms
 - (c) PPG Core Terms
 - (d) Third Party Products terms and conditions
- 1.6 Unless expressly stated to the contrary in the Agreement:
 - (a) words denoting the singular include the plural and vice versa, words denoting any one gender include all genders and vice versa, and references to persons include individuals, partnerships, bodies corporate and unincorporated associations;
 - (b) a reference to a recital, clause or Schedule is a reference to a recital or clause of or Schedule to the Agreement and a reference to a sub-clause is a reference to a sub-clause of the clause in which the reference appears;
 - (c) any words or phrases following the expression "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those expressions where a wider interpretation is possible; and
 - (d) any words or phrases preceding the expression "other", "otherwise" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term following those expressions where a wider interpretation is possible;
 - (e) where the Customer is a MAT, any reference to the Customer in the Agreement shall be deemed to include a School that forms part of that MAT.

2 TERM

- 2.1 The Agreement shall be binding from the earlier of (i) the date of acceptance of an Order by the Customer; and (ii) the Start Date and, subject to earlier termination in accordance with its terms, shall continue until the expiry of the Initial Term and thereafter for successive periods of 36 months (each a **Renewal Term**), unless and until terminated by either party giving the other at least 90 days'

notice in writing, such notice to expire no earlier than on the expiry of the Initial Term or the then current Renewal Term.

2.2 Subject to clause **Error! Reference source not found.2.4**, where the Customer places an Additional Order during the Term of any other Order(s) then:

- (a) the Software and/or Services to be supplied as part of that Additional Order are to be provided for a period of 36 months from the Additional Order's Start Date (and the date falling 36 months after the Additional Order's Start Date shall be the **Additional Order Renewal Date**); and
- (b) the Initial Term or Renewal Term (as applicable) of all other pre-existing Group Agreements shall be extended such that they all end on the Additional Order's Renewal Date (unless the Additional Order is for Professional Services and/or Support Services only, in which case the Term of pre-existing Orders shall remain unaffected), in each case unless specifically stated to the contrary in the Special Terms applying to the Additional Order.

2.3 Where an amalgamation of Agreements occurs under clause 21, that amalgamation will be treated in the same way as an Additional Order for the purposes of clause 2.2 and the term of the amalgamated Agreement (and all of its component parts) shall be extended accordingly.

2.4 Where the Customer is a MAT, local authority or other entity which has entered into one or more Agreements to purchase PPG Products and Services on behalf of a number of different Schools, if the Customer places an Additional Order for Software and/or Services for a single school or a sub-set of those Schools, then clause 2.2(b) will not apply, and the Initial Term or Renewal Term (as applicable) of pre-existing Group Agreements entered into by the same Customer shall remain unchanged.

3 RIGHT TO ACCESS AND USE THE SOFTWARE

3.1 Subject to and in consideration of the Customer at all times complying with the terms of the Agreement (including, without limitation, paying the Fees), ParentPay hereby grants to the Customer a limited, non-exclusive, non-transferable right during the Term for its Authorised Users to access and use the Software in accordance with the Agreement, solely for the Customer's internal business purposes.

On-premise Software

3.2 Where the Software listed in the Order(s) (or any part thereof) is not a Hosted Service or provided to the Customer via Non-Native Hosting, any Software listed in the Order(s) that is not already in use on the Equipment and at the Location(s) shall be provided to the Customer or its Nominated SSU for installation on the Equipment at the Location(s), subject to and in accordance with the terms of the Agreement.

3.3 Where the Software or any part thereof is to be supplied for use on Equipment at a Location, ParentPay will supply the Customer with one copy of the relevant Software and associated Documentation as specified in the Order(s) for the duration and for the Fees specified in the Order(s).

3.4 Where the Software listed in the Order(s) includes only Hosted Services and/or Software made available through Non-Native Hosting, these shall only be provisioned to the Customer through the cloud and the Customer shall not be entitled to install these applications at its Location(s). Where any or all of such Software

require access to Software installed at the Location(s) and this requires the installation of ParentPay-supplied software components on the Equipment at the Location(s), ParentPay will make these components available to the Customer during the Term.

3.5 Where the Software listed in the Order (or any part thereof) is initially not a Hosted Service and is therefore supplied for use on Equipment at a Location (or via Non-Native Hosting) but, during the Term, that Software is replaced by ParentPay by a Hosted Service of equivalent functionality then the Customer shall be entitled to access and use the equivalent Hosted Service for no extra charge and for the same Term as they were entitled to use the previous on-premise Software on the Equipment at a Location (and the Order shall be deemed to have been updated accordingly to refer to the upgraded or equivalent Hosted Service). The Customer's entitlement to use the on-premise Software installed on the Equipment at the Locations shall end immediately upon being given access to the equivalent Hosted Service.

3.6 The Customer shall ensure that any relevant Location's network and systems comply with the relevant specifications provided by ParentPay from time to time.

3.7 The Customer agrees and acknowledges that Software which is not a Hosted Service must only be installed on Equipment at the Location(s) or provided via Non-Native Hosting. Such Software must not be installed onto any third party network or hosting environment (including, without limitation) any hosting environment controlled or operated by an SSU).

3.8 Where an Order includes the provision of Hosting Services that are required to interoperate with Software installed on the Equipment at the Location(s), and this requires the installation of Software components on the Equipment at the Location(s), ParentPay will make these components available to the Customer either through its website (or such other website notified to the Customer by ParentPay from time to time) or by other electronic means, and the Customer shall install these software components on the Equipment at the Location(s) in a timely manner and in accordance with the instructions provided by ParentPay. These Software components shall form part of the Software, shall be licensed to the Customer for the same period, and on the same terms and conditions, as the Hosted Services and shall be subject to the same Scope of Services.

Non-Native Hosting

3.9 Where an Order includes Software to be provided via Non-Native Hosting, ParentPay shall provide the Customer and its Authorised Users with access to such Software via the cloud, subject to and in accordance with the terms of the Agreement.

3.10 Clauses 3.11 to 3.18 (inclusive) shall apply to Software provided via Non-Native Hosting as well as to Hosted Services

Hosted Services

3.11 Where an Order includes Hosted Services, ParentPay shall provide the Customer and its Authorised Users with access to such Hosted Services via the cloud, subject to and in accordance with the terms of the Agreement.

3.12 ParentPay will supply the Customer with Account Details for the number of Authorised Users listed in the Order(s) or provide Account Details for one or more Customer administrators who will be permitted to generate Account Details for further Authorised Users subject to the limits set out in the Order(s).

- 3.13 ParentPay will supply the Customer with access to any necessary Documentation relating to the Hosted Services listed in the Order(s) by electronic means. The Customer may make only so many copies of the Documentation as are reasonably necessary for its operational security and for the contracted number of Authorised Users, and provided it is consistent with the Acceptable Use Policy. The Customer shall maintain an accurate record of all copies made. Where Documentation is copied onto any other media (whether electronic or hard copy), such copies and the media shall be the property of ParentPay, and the Customer shall ensure that all such copies are clearly labelled as "Property of ParentPay Group © – All rights reserved". The Customer will permit ParentPay to check the use of the Documentation by the Customer and its records in respect of the Documentation. For the avoidance of doubt, the Customer shall not disclose the Documentation to any third parties, including, without limitation, in connection with any tender process.
- 3.14 ParentPay shall use commercially reasonable endeavours to make the Hosted Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance, upgrades and required emergency maintenance (provided that ParentPay shall program planned maintenance in advance and publish its planned maintenance program); and
 - (b) issues that relate to security or are degrading system use, which will typically be resolved via a hotfix. Hotfixes will be performed only when the risk of implementing the fix is less than the risk of not implementing it or when the benefits of the fix outweigh the risk of any related service or usage degradation. A released feature that is not working as expected may be addressed by a hotfix meeting the same criteria as above. ParentPay will publish updates to the support community with approximately a 4-hour notice period unless the issue relates to security, in which case it will be logged at the time of release.
- 3.15 The Customer shall, in order to enable ParentPay to provide the Hosted Services:
- (a) ensure that the Location's network and systems comply with the relevant specifications provided by ParentPay from time to time; and
 - (b) be solely responsible for procuring, securing and maintaining the network connections and telecommunications links from its systems and Location(s) to ParentPay's or its sub-contractor's data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 3.16 The Customer agrees to only provide Account Details for the Hosted Services to bona fide Authorised Users and End Users and (if applicable) to its Nominated SSU and to not provide Account Details to ParentPay's competitors or to officers or employees of ParentPay's competitors unless they are parents of pupils enrolled with the Customer. The Customer shall be responsible for ensuring that its Users do not share or disclose their Account Details or permit third parties to use their account to access Hosted Services.
- 3.17 Where an Order includes Third Party Products that are provided as cloud services these shall be accessed and used by the Customer in accordance with the Third Party Supplier terms referred to by, or set out within, the Scope of Services.
- 3.18 NOT USED.
- General
- 3.19 The Customer acknowledges that its use of, and access to, the Software and Documentation shall be in accordance with the express terms of the Agreement and not further or otherwise. The Customer shall procure that its Users shall comply with the terms of the Agreement.
- 3.20 The Customer hereby acknowledges and agrees that use of, and access to, any Software shall be subject to the relevant Scope of Services descriptions and to the relevant Acceptable Use Policy.
- 3.21 Where, as part of an Order, ParentPay provides software that is downloaded to a User's personal computer or mobile phone (**Web Applications**), use of such Web Applications will be subject to the licence terms embedded in such applications. The Customer shall procure that all such Authorised Users comply with all such licence terms. If any Web Applications do not have their own terms, then the use of such Web Applications will be governed by the PPG Core Terms.
- 3.22 The Customer grants ParentPay the right to (i) connect to the Customer's IT systems; (ii) and, host, download, view, analyse and/or retain Customer Data in so far as it is necessary for the provision of the Software and Services and in accordance with the Data Processing Addendum, which shall inter alia include the following purposes:
- (a) provision and administration of the Software and Services as set out in the Agreement;
 - (b) verification of Customer's and Authorised User's identities where required;
 - (c) prevention and detection of crime, fraud and money laundering;
 - (d) improvement of Software and Services including developing new software and services; and
 - (e) research and statistical analysis including payment and usage patterns where relevant.
- 3.23 The Customer shall:
- (a) ensure that only its Authorised Users access the Software (save that, in respect of Software which is intended to be accessed directly by End Users, such End Users shall also be entitled to access the Software as so intended);
 - (b) not sub-license, transfer or loan the Software or otherwise make it available to or use it to provide services to any third party;
 - (c) procure its Authorised Users' compliance with the terms of the Agreement and the Documentation;
 - (d) ensure that the Software is only used in a proper manner and for lawful purposes in accordance with the Agreement by Authorised Users; and
 - (e) not make any copies of, disseminate or use the Documentation or any part of it in any way except for making it available to Authorised Users to assist with the proper use of the Software under the Agreement. The Customer shall maintain an accurate record of all copies made and ensure that all such copies are clearly labelled as "Property of the ParentPay Group and its subsidiaries – All rights reserved". No copies may be made of the Documentation without the prior written consent of ParentPay. For the avoidance of doubt, the Customer shall not disclose the Documentation to any third parties, including, without limitation, in connection with any tender process;

- 3.24 For the avoidance of doubt, where an Agreement lists specific Schools or sites that are entitled to use or access Software, the Customer shall not have a unilateral right to amend the list of Schools/sites without ParentPay agreement unless a specific Special Term to that effect has been included in the Agreement.
- 3.25 The Customer agrees to only provide Account Details to bona fide Authorised Users and End Users and to its Nominated SSU and to not provide Account Details to ParentPay's competitors or to officers or employees of ParentPay's competitors. The Customer shall be responsible for ensuring that its Authorised Users do not share or disclose their Account Details or permit third parties to use their account to access the Software or otherwise receive the benefit of the Services.
- 3.26 For the avoidance of doubt, the Customer and Authorised Users shall have no rights to access, make any copies of, disseminate, or use the object code or source code of the Software unless specifically authorised in accordance with the terms and conditions of the Agreement.
- 3.27 ParentPay may suspend the Customer's and/or any Authorised User's access to the Software and provision of the Services at any time if ParentPay identifies a technical, operational or security risk associated with that access, or if the Customer and/or that Authorised User is in breach of the Agreement.
- 3.28 The Customer shall keep a record of its Authorised Users. ParentPay shall be permitted to monitor the Customer's and its Authorised Users' use of the Software to determine whether the Customer's usage complies with the terms of this Agreement. If any such monitoring reveals use of the Software in excess of the Fees paid for, or that the Customer has otherwise underpaid ParentPay, ParentPay may invoice the Customer in relation to such excess use or underpayment and the Customer shall pay ParentPay's invoice within ten Business Days of the invoice date.
- 3.29 ParentPay shall be permitted to audit the Customer's use of the Software (and compliance with the terms of the Agreement) at any time and the Customer shall grant ParentPay access (with reasonable advance notice) to any premises, equipment, records and systems of the Customer for the purposes of determining the Customer's compliance with the terms of the Agreement. In particular (without limitation), ParentPay shall be entitled to audit the number of Pupils on Roll and Authorised Users for all years in which the Customer has been using the Software.
- 3.30 ParentPay may from time to time at its discretion provide and apply Updates to the Software. For any Software installed at the Customer's Location(s) the Customer shall:
- apply Updates to the Software in a timely manner and always within a timescale that will ensure that only the most recent Update or the immediately preceding Update is in use at any time. ParentPay retains the right to refuse to accept a support call where older versions of the Software are in use;
 - following the delivery of Updates, test the same before using the Software as so modified for the processing of Customer Data;
 - not permit anyone other than ParentPay or the Nominated SSU (where applicable) to provide Support Services or Updates to the Software (but for the avoidance of doubt where ParentPay provides Updates to the Customer's Nominated SSU, the Nominated SSU shall be entitled to apply those Updates to the Software on the Customer's behalf).

4 **THIRD PARTY PRODUCTS**

Where Third Party Products are included in an Order, the Third Party Supplier terms referred to by, or set out within the Order shall apply to the provision of the ThirdParty Products and shall be incorporated to form part of the Agreement.

5 **CUSTOMER OBLIGATIONS**

5.1 The Customer shall:

- provide ParentPay with all co-operation, assistance and access to information and premises, in a timely manner, as may be required by ParentPay to enable it to carry out its obligations under the Agreement;
- be responsible for its network connections, telecommunications links (including access to the internet) and systems used in relation to the Software and ensure they comply with the requirements set out by ParentPay from time to time;
- procure and maintain all other licences and permissions necessary for the Customer to access and use the Software;
- prevent unauthorised access to the Software and notify ParentPay immediately upon becoming aware of any such unauthorised access;
- maintain access to ParentPay's domains at all times;
- not engage or allow any third party to host all or part of any Software;
- comply with the relevant Acceptable Use Policy; and
- comply with all applicable laws in relation to its activities under the Agreement.

5.2 ParentPay shall have no responsibility or Liability for any problems, delays, or any other loss or damage relating to or resulting from the network connections or telecommunications links from the Customer's systems to the Software, including the internet, and the Customer acknowledges that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.3 The Customer shall not (and shall not permit any third party to):

- copy, create derivative works based on, disassemble, decompile or reverse engineer the whole or any part or element of the Software, except as may be allowed by applicable law which is incapable of exclusion by agreement between the parties;
- access the Software or Documentation or any part of them in order to develop a competing product or service;
- use the Software to receive, store or transmit material or data that is obscene, threatening, offensive, discriminatory, defamatory or in breach of confidence, infringes Intellectual Property Rights or other rights, gives rise to any cause of action against ParentPay in any jurisdiction or is otherwise unlawful; or
- transmit, introduce or permit the introduction of any Malicious Software or Vulnerability in the course of its use of the Software, and where ParentPay reasonably suspects that there has been a breach of this clause 5.3, it may suspend the Customer's or any Authorised User's access to the Software and provision of the Services.

5.4 The Customer shall indemnify and keep indemnified ParentPay at all times against all claims, demands, liability, loss, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by ParentPay caused by or arising from any:

- breach of the licence conditions in clause 3;

- (b) unauthorised modification or misuse of the Software or Documentation by the Customer, its Authorised Users, servants, agents or sub-contractors; and
- (c) any breach by the Customer or any School of any data protection laws or regulations.

Multi-Academy Trusts, Local Authorities or contracting groups

- 5.5 Where the Customer is a MAT, local authority or other entity which is entering into the Agreement to purchase PPG Products and Services on behalf of a number of Schools:
- (a) the Customer represents, warrants and undertakes it has continuing authority to enter into the Agreement on behalf of each relevant School under its corporate umbrella;
 - (b) the Customer shall procure compliance with the terms and conditions of the Agreement from each School under that corporate umbrella and any reference to the Customer in the Agreement shall be deemed also to be a reference to each School.
 - (c) the Customer agrees and acknowledges that it is liable for the Fees for the duration of the Term, notwithstanding whether any School is or ceases to be part of the MAT or the relevant beneficiary group;
 - (d) the Customer shall issue the School Notice to each School within 10 Business Days of the Start Date and shall use reasonable endeavours to procure that each School returns the signed version to ParentPay as soon as possible thereafter (and shall provide satisfactory evidence to ParentPay that it has done so within 5 Business Days of any request by ParentPay);
 - (e) in the event the Customer wishes to add a School to the Agreement, it is at ParentPay's discretion whether to maintain the existing Fees or whether any adjustment to the Fees is required.
- 5.6 The Customer shall indemnify and keep indemnified ParentPay at all times against all claims, demands, liability, loss, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by ParentPay caused by or arising from any breach of clause 5.5(a).

6 PARENTPAY OBLIGATIONS

- 6.1 ParentPay warrants that:
- (a) it will perform the Services with reasonable skill and care; and
 - (b) the Software will perform substantially as described in the Documentation, and where such performance is not achieved ParentPay shall use its reasonable endeavours to ensure the Software performs substantially as described in the Documentation or to provide an alternative means of achieving the required performance, which shall be the Customer's sole and exclusive remedy in respect of the non-performance.
- 6.2 Notwithstanding clause, ParentPay does not warrant or represent that:
- (a) the Software will be free from faults, interruptions, Vulnerabilities or errors;
 - (b) the Software will be available 100% of the time;
 - (c) the Software will be compatible with any devices or software not specifically identified as compatible in the Agreement or the Documentation.
- 6.3 ParentPay shall have no Liability under clause 6.1 or otherwise where the failure arises as a result of an Excluded Event.
- 6.4 The Customer accepts responsibility for the selection of the Software to meet its requirements and to achieve its intended

results, for results obtained from the use of the Software by the Customer on its behalf and for conclusions drawn from such use.

- 6.5 ParentPay shall use reasonable endeavours to comply with the relevant service level agreement applicable to the Support Service being provided.
- 6.6 The Customer shall: (i) maintain controls and procedures in place to ensure the Software is correctly used and that errors are detected; (ii) exercise all caution and diligence when using the Software; and (iii) ensure the Authorised Users have completed all relevant professional training and training on the use of the Software. In no event shall ParentPay be responsible for any loss, damage or injury caused by a failure by the Customer to take reasonable care in the use of the Software or the erroneous input of data into the Software by any Authorised User or any third party.
- 6.7 Any service activation or performance dates given by ParentPay are given in good faith but are estimates only and time shall not be of the essence in respect of them. ParentPay will use its reasonable endeavours to meet such dates, but will not be liable for any costs or damages resulting from delays.

7 PROFESSIONAL SERVICES

- 7.1 Subject to the Customer paying the relevant Fees, ParentPay shall provide the Professional Services to the Customer for the period specified in the relevant Order.
- 7.2 Where applicable, the Customer and ParentPay will, as soon as reasonably possible after the Start Date of the relevant Order, agree a procedure for monitoring the progress of the Professional Services.
- 7.3 Where installation of the Software is not included as part of the Professional Services, ParentPay shall have no liability or responsibility whatsoever for such installation.

8 SUPPORT SERVICES

- 8.1 Customers are required to procure Support Services in respect of all Software. It is assumed by ParentPay that Customers will receive such Support Services from ParentPay directly, however Customer's purchasing certain PPG Products and Services shall be entitled to opt-out of receiving Support Services from ParentPay in respect of the on-premise Software included within those PPG Products and Services. If the Customer decides to opt-out of receiving Support Services from ParentPay for the on-premise Software included within a particular eligible Package, then (i) it must procure Support Services for that Software from an Approved SSU; and (ii) the Fees payable by Customer to ParentPay for that Package will be discounted to reflect that ParentPay is not providing Support Services for that Software.
- 8.2 The scope of the Support Services to be provided by ParentPay to the Customer will vary depending on: (i) the specific PPG Products and Services provided to the Customer; and (ii) whether the Customer has elected to opt-out of receiving Support Services from ParentPay for a particular eligible Package pursuant to clause 8.1 above. Details of the scope of the Support Services (including applicable SLAs) are set out in the Scope of Services .
- 8.3 Where the Customer's Order(s) includes Software installed on the Equipment at the Location, the provision of the Support Services by ParentPay in respect of such Software is subject to the Customer

promptly accepting and installing Updates in accordance with clause 3.30.

8.4 ParentPay accepts no Liability or responsibility for the standard or quality of support services provided by Approved SSUs. Approved SSUs are third party organisations unconnected with ParentPay, and Customers contract with them for provision of Support Services at their own risk. In particular, ParentPay makes no guarantee that particular Approved SSU will remain an Approved SSU for the entire duration of its contract with any particular Customer. Approved SSU status is dependent upon the Approved SSU's contract with ParentPay, the status of which may change or terminate from time to time.

8.5 ParentPay shall not be obliged to provide any Support Services required (and shall not be responsible for any unavailability or failure of the Software) as a result of an Excluded Event, nor shall it be obliged to resume providing the Support Services until the Excluded Event has been resolved.

8.6 Without limitation to the generality of clause 8.1 and the content of the Scope of Services, the Support Services do not include:

- (a) diagnosis or rectification of problems associated with the other systems, software or equipment of the Customer or any third party;
- (b) rectification of any defects or errors resulting from modifications to the Software by any person other than a ParentPay Group Company;
- (c) remedial action required to any version of the Software other than the most recent Main Release patched to include all subsequent Updates or all but the most recent Update;
- (d) fixes required to any version of the Software other than the most recent Main Release patched to include all subsequent Updates including the most recent Update;
- (e) incorrect or improper use of the Software by the Customer, the Customer's operational error or failure to maintain adequate backup copies of the Software and the Customer Data where these are installed at the Location(s);
- (f) remedying any defects or errors caused by the use of the Software on or in relation to hardware or equipment, which is not Equipment;
- (g) loss or damage to Customer Data;
- (h) customisation or configuration services in respect of the Software (including in connection with any change of MIS or other integrating product by the Customer);
- (i) IT consultancy services;
- (j) support rendered more difficult by an Excluded Event;
- (k) operational advice and assistance to users, unless set out in the Order; or
- (l) training services, unless set out in the Order,

and if ParentPay provides such services, they shall be deemed Professional Services and the Customer shall pay for them in accordance with ParentPay's prevailing standard rates for such.

8.7 The Customer shall ensure that any agreement with an Approved SSU automatically terminates upon termination or expiry of the Agreement and ParentPay hereby disclaims all and any liability

whatsoever for any loss or damage that the Customer may suffer under or in connection with its agreement with an Approved SSU.

9 DELIVERY AND ACCEPTANCE

The Software and/or Services and any Updates issued shall be deemed to have been accepted by the Customer: (i) in the case of Software and Updates, on the date of delivery to the Customer (or the Customer's Nominated SSU, if applicable) or (ii) in the case of Services on the date upon which ParentPay first performs any part of the Services (**Acceptance**). Notwithstanding any other provision of the Agreement, the Customer's obligation to pay the Fees commences in accordance with the dates set out in the Order and the provisions of clause 10, irrespective of the date of Acceptance.

10 FEES AND PAYMENT

10.1 The Customer shall pay the Fees (as varied from time to time in accordance with this clause 10) to ParentPay in accordance with the terms of the Agreement.

Invoicing

10.2 Unless stated otherwise in the Special Terms, Annual Fees will become payable on 1 April each year, having been invoiced by ParentPay in advance of that date. Where a new Order is placed after April in a particular year, a pro-rated invoice until April of the following year will be issued as soon as reasonably practicable following the date on which that Order is accepted by ParentPay. For other regular recurring fees, ParentPay shall issue an invoice for the Fees in accordance with the frequency specified in the Order(s). All invoices issued by ParentPay shall be payable within 30 days of the invoice date.

10.3 For Customers being supplied with a Payment Collection Service, Payment Service Fees will be charged in line with the prevailing rate at the time of invoice, such Fees to be collected either:

- (a) via a net settlement process as set out in Part 1 of the Supplemental Terms in Schedule 2 attached; or
- (b) if specifically detailed in an Order, invoiced periodically in arrears. ParentPay reserves the right to change the dates and frequency of the invoicing of the Payment Service Fees by issuing a written notice to the Customer.

Determination of Fees

10.4 Customers purchasing PPG Products and Services will be quoted a price at the time of placing their Order. Such price shall:

- (a) comprise a base fee element and a per pupil fee element;
- (b) be determined on a bespoke basis for each particular Customer;
- (c) be subject to annual index-linked increases in accordance with clause 10.16;
- (d) be subject to review at the end of the Initial Term and each Renewal Term;
- (e) be determined on the assumption that the Customer will receive both Support Services and Non-Native Hosting from ParentPay (provided that certain PPG Products and Services shall allow opt-outs from such services which, if exercised, shall result in the application of deductions to the Fees as set out in clauses 10.30 and 10.31).

10.5 For Customers being supplied with Software that enables the sending of SMS messages by the Customer, an SMS Text Credit Fee will be charged for any SMS messages sent charged at the prevailing rate at the time of invoice, whether bought in blocks of credits in advance, or charged in arrears based on usage.

- 10.6 Where Fees are stated in an Order to be based on or to be dependent upon Pupils on Roll numbers, these Fees will be adjusted for each Contract Year to reflect the Pupils on Roll numbers reported in the last government census/PLASC/DENI prior to the start of the relevant Contract Year or, if no such government census/PLASC/DENI data is available, on the basis of Pupils on Roll numbers declared to ParentPay by the Customer prior to the start of the relevant Contract Year (subject to ParentPay's right of audit specified in clause 3.29).
- 10.7 Where Fees are specified to be based on or to be dependent upon Authorised User numbers, unless specified to the contrary in the Order, these Fees will be adjusted for each Contract Year to reflect the Authorised User numbers declared to ParentPay by the Customer prior to the start of the relevant Contract Year (subject to ParentPay's right of audit specified in clause 3.29).
- 10.8 Where a ParentPay audit under clause 3.29 shows that the actual number of Pupils on Roll or Customer Authorised Users exceeds the number of Pupils on Roll declared to ParentPay by the Customer or Authorised Users allowed for under this Agreement (As applicable), ParentPay shall be entitled to invoice the Customer for the difference between the Fees that the Customer has actually and the Fees that ought to have been payable based on the actual number of Pupils on Roll or Authorised Users (as applicable) and the Customer shall pay any such invoice within 30 days of the invoice date.
- 10.9 Where the Customer or any User exceeds the usage limits for the Software set out in the Acceptable Use Policy and the Documentation, the Customer shall pay the applicable Fees for excess usage notified to it by ParentPay.
- Payment, Refunds, Interest and Taxes
- 10.10 It is a condition of the Agreement that all Fees be paid by direct bank transfer into ParentPay's bank account as notified by ParentPay to the Customer on the relevant invoice. All payments should quote the invoice number to which they apply. Notwithstanding any other provision of the Agreement to the contrary, the Annual Fees for a given Contract Year are due for payment 30 days in advance of the day upon which the relevant Contract Year commences or 30 days after the invoice date, whichever shall be the later.
- 10.11 No refund of the Fees shall be provided as a result of any lack of use of the Software by the Customer. The Customer agrees that should Customer seek to terminate the Agreement prior to the expiry of the Term, any Fees (including a reasonable estimate of lost Payment Service Fees for the remaining Term based on the average across the previous 12 months) that would otherwise have been due for the remainder of the Term will remain due and payable and that ParentPay shall be entitled to invoice the Customer for all such Fees immediately following termination. The Customer further agrees that these Fees are a fair and reasonable pre-estimate of ParentPay's loss in these circumstances and agrees to pay ParentPay's invoice for these Fees within 30 days of the invoice date. For the purpose of calculating the Fees due in such circumstances, the number of Authorised Users and Pupils on Roll, if relevant, will be based on the latest numbers determined under clauses 10.6 or 10.7 prior to termination.
- 10.12 All Fees and payments to be made by the Customer under this Agreement shall be exclusive of VAT, which shall be payable by the Customer wherever relevant at the rate and in the manner from time to time prescribed by law.
- 10.13 All amounts due to ParentPay under this Agreement shall be paid in full without any set off, abatement, cross claim, deduction or withholding of any kind other than as required by law.
- 10.14 If the Customer fails to make any payment when due, ParentPay may charge interest at an annual rate equal to 6% above the base rate of Lloyds Bank PLC from time to time which shall accrue daily (both before and after any judgment) and shall be compounded quarterly.
- 10.15 If payment of any amount due from the Customer is overdue by 10 (ten) Business Days or more or a Financial Distress Event occurs, ParentPay may:
- (f) suspend access to and/or the right to use the Software and/or to receive any Services; and/or
 - (g) amend the payment terms set out in this clause 10 by providing at least 5 (five) Business Days' notice to the Customer.
- Where ParentPay requires access to the Location(s) to suspend access to and/or usage of the Software, the Customer hereby authorises ParentPay to enter the Location(s) concerned for such purpose.
- Fee Changes, Additional Fees and Expenses
- 10.16 Unless stated to the contrary in an Order, ParentPay reserves the right to increase: (i) any annually recurring Fees once during each Contract Year of the Term; and (ii) any transaction-based Fees such as Payment Services Fees (PSF) once during each calendar year, in each case with such increase to take effect from the next billing date for the relevant Fees. In each case, the percentage increase in Fees shall be limited to no more than the greater of twice RPI or five (5) percent per annum (the Maximum Fee Increase), and ParentPay will inform the Customer of such increase: (i) in the case of annual recurring Fees, no less than 60 (sixty) days before the first day of the next annual billing period for such Fees; or (ii) in the case of transaction-based Fees such as Payment Services Fees (PSF), no less than 60 (sixty) days before such increase becomes effective..
- 10.17 Without limitation to its rights under clause 10.16, ParentPay may increase Fees by more than the Maximum Fee Increase with effect from the start of each Renewal Term, subject to informing the Customer of such increase no less than 60 (sixty) days before the start of that Renewal Term. If ParentPay increases the Fees by more than the Maximum Fee Increase at the start of a Renewal Term, the Customer may terminate the Agreement before the start of that Renewal Term by giving written notice to ParentPay (with such termination to be effective as at the end of the then-current Initial Term or Renewal Term). Such termination notice must be received (or deemed received) by ParentPay within 30 days of the receipt (or deemed receipt) by the Customer of the notice setting out the proposed Fee increase.
- 10.18 Annual Fee increases under clause 10.16 are applied to the gross amount of Fees charged to the Customer prior to the application of any discounts, deductions or subsidies. When determining the annual Fee increase for each Customer, ParentPay will take the total Fees which would have been payable by the Customer in the previous year if no deductions, discounts or subsidies were applicable and will apply the increase amount to that gross figure, then will apply any deductions, discounts or subsidies applicable for the forthcoming year in order to determine the net Fees payable.

- 10.19 ParentPay reserves the right, at any time, to increase the Fees to account for any price increases charged for Third Party Products as permitted by the relevant Third Party Supplier terms. ParentPay shall aim to provide the Customer with 30 days' notice of such increases where reasonably possible.
- 10.20 ParentPay reserves the right to charge for the provision of any Services required as a result of the Customer's failure to meet its obligations as set out in this Agreement, or in any agreed project plan, implementation plan or in the Order(s).
- 10.21 Where the Customer is a local authority, ParentPay reserves the right to make additional charges where the geographic boundaries of the Customer change from those in place at the date of entering into the Agreement or in the event of any local government reorganisation affecting the Customer. The Customer shall promptly inform ParentPay of any such proposed boundary change or reorganization.
- 10.22 Where the Customer needs to postpone any agreed project plan date(s) in connection with the provision of any Professional Services, for any reason other than ParentPay default, then the payment profile set out in the relevant Order(s) shall continue to apply in relation to the previously agreed projected dates.
- 10.23 If during the Term the Customer fails to provide the Pupils on Roll or Authorised User numbers for the forthcoming Contract Year prior to the start of that Contract Year as required by clauses 10.3, 10.6 and 10.7, ParentPay shall have the right to raise an invoice for additional charges of £100 to cover its administrative costs in dealing with the late provision of this information, which invoice the Customer agrees to pay within 30 days of the invoice date.
- 10.24 Where ParentPay provides non-recurring Services as part of an Order, ParentPay shall invoice the Customer on the receipt of the Order. Where the Order contains recurring Services, ParentPay shall invoice the relevant Fees annually in advance of the coming Contract Year (and for the avoidance of doubt not on delivery of the Services).
- 10.25 Where goods are shipped to the Customer then the cost of providing suitable transport, packaging and insurance etc. will be added to the Fees stipulated in the Order. Where Services are provided to the Customer at the Location then the cost of providing suitable means of travel, hotel accommodation and subsistence, etc. for ParentPay staff will be added to the Fees stipulated in the Order.
- 10.26 If any amalgamation of Agreements occurs pursuant to clause 21, then the Fees chargeable under the new amalgamated Agreement will be amended to reflect then-prevailing Fees for the PPG Products and Services provided under that Agreement. The new pricing will be communicated to the Customer in writing prior to the time of the Renewal or the placing of an Order which causes the amalgamation.
- Nominated Payers
- 10.27 Where an Order includes a nominated third party (a **Nominated Payer**) that is the party to be invoiced and make payment on behalf of the Customer, and the Nominated Payer has agreed to do so under the terms of an agreement between the Nominated Payer and a ParentPay Group Company (a **Payment Agreement**) then the Customer shall co-operate with ParentPay and the Nominated Payer to enable them to comply with their respective invoicing and payment obligations under the Payment Agreement, and the Customer agrees that:
- (a) ParentPay shall be permitted to provide the Nominated Payer with the details of the relevant Fees due under this Agreement so that
- the Nominated Payer can issue a purchase order to ParentPay in respect of the Fees;
- (b) ParentPay will be permitted to issue an invoice to the Payment Nominated Payer for the relevant Fees due under this Agreement; and
 - (c) payment of the Fees for the Software and/or Services by the Nominated Payer shall not make the Nominated Payer a party to this Agreement.
- 10.28 In the event that the Nominated Payer fails to pay or only part pays that part of a ParentPay invoice that relates to the Fees due under this Agreement, ParentPay reserves the right to:
- (a) issue a credit note to the Nominated Payer for the amount remaining unpaid; and
 - (b) issue an invoice to the Customer for the amount remaining unpaid with payment due immediately, and the Customer agrees to pay such invoice on receipt.
- Deductions, discounts and subsidies
- 10.29 Any deductions or discounts applied to the Fees for the Initial Term or any Renewal Term shall apply only for the 36 month period which comprises the Initial Term or Renewal Term and shall cease to apply at the end of the Initial Term or Renewal Term.
- 10.30 Where the Customer elects to opt-out of receiving Support Services from ParentPay in respect of a particular Package pursuant to clause 8.1, then subject to the Customer appointing an Approved SSU to provide the necessary Support Services, ParentPay will apply a deduction to the Fees payable by the Customer for the relevant Package. The deduction shall be determined as a reasonable estimate of the costs ParentPay would have incurred had it been required to provide the Support Services for those elements of the Package which are not Hosted Services. ParentPay shall estimate these costs for the coming year annually in advance and set the deduction (comprising a base fee deduction and a per pupil fee deduction) accordingly. The deduction is not subject to indexation and may fall or rise depending on ParentPay's anticipated Support Services costs for the coming year.
- 10.31 Certain PPG Products and Services that include Non-Native Hosting Services allow Customers to opt out of these Non-Native Hosting services up until 31 March 2027 (or a later deadline if ParentPay so elects). Where the Customer exercises such opt out, ParentPay will apply a deduction to the Fees payable by the Customer for the relevant Non-Native Hosting services. The deduction shall be determined as a reasonable estimate of the costs ParentPay would have incurred had it been required to provide the Non-Native Hosting Services. ParentPay shall estimate these costs for the coming year annually in advance and set the deduction (comprising a base fee deduction and a per pupil fee deduction) accordingly. The deduction is not subject to indexation and may fall or rise depending on ParentPay's anticipated Non-Native Hosting costs for the coming year.
- 10.32 Where a Customer purchases a Package but certain elements of that Package are already being paid for by a third party (such as a local authority or caterer), then ParentPay will apply a deduction to the amount of the Fees payable by the Customer for that Package (the **Subsidy**). In the event that, during the Initial Term or any Renewal Term, the third party stops paying the Subsidy, then from the date on which the third party stops paying the Subsidy ParentPay shall cease to apply the Subsidy to the Fees and the Customer shall be

liable for the full amount of the Fees for the Package (subject to any other discounts or deductions which remain applicable).

11 CUSTOMER DATA

- 11.1 All rights in and to the Customer Data shall remain, as between the parties, the property of the Customer and the Customer shall have sole responsibility for the legality, integrity, accuracy and quality of the Customer Data.
- 11.2 ParentPay shall be entitled to store, copy and use the Customer Data to the extent necessary to fulfil its obligations and exercise its rights under the Agreement.
- 11.3 The Customer warrants and represents to ParentPay that the Customer Data and its use by ParentPay in accordance with the terms of the Agreement will not breach any laws, infringe any person's Intellectual Property Rights or other rights or give rise to any cause of action against ParentPay in any jurisdiction. Any breach by the Customer of this clause 11.3 will be deemed to be an irremediable material breach of the Agreement for the purposes of clause 16.1.
- 11.4 The Customer acknowledges that the hosting of the Software and Customer Data may be provided by a third-party hosting provider (**Hosting Provider**) selected by ParentPay from time to time. Notwithstanding any other provision of the Agreement, ParentPay shall be entitled to transfer or otherwise make the Customer Data available to the Hosting Provider for the purpose of the performance of ParentPay's obligations under the Agreement.
- 11.5 The Customer shall be responsible for the back-up of its own data (including the Customer Data) at all times and shall ensure that all Customer Data is properly backed up on its own systems.
- 11.6 In the event of any loss or damage to Customer Data as a result of ParentPay's or the Hosting Provider's negligence or ParentPay's breach of the terms of the Agreement, the Customer's sole and exclusive remedy shall be for ParentPay to use reasonable endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Hosting Provider in accordance with the Hosting Provider's data back-up procedure.
- 11.7 Subject to clause 13.3, ParentPay shall have no Liability for any disclosure or unauthorised access to Customer Data caused by any third party (excluding any ParentPay Group companies or its sub-contractors).
- 11.8 ParentPay shall have no liability for any insights derived or conclusions drawn from use of the Software in connection with Customer Data.
- 11.9 The Customer shall indemnify ParentPay at all times against all claims, demands, costs (including legal costs on a full indemnity basis), expenses, losses and liabilities incurred by ParentPay as a result of any claim arising as a result of the Customer's breach of clause 11.3.

12 USAGE DATA

The Customer acknowledges that the Software and Services collect information about its users including the number and frequency of logins, details of the accessing device and usage statistics (**Usage Data**). All rights in and to the Usage Data derived from the operation of the Software and provision of the Services shall be the property of ParentPay. Nothing in the Agreement shall prevent ParentPay

from accessing and using such data (including to identify unauthorised use or calculate any payments due).

13 LIMITATIONS ON LIABILITY

- 13.1 Subject to clauses 13.2 and 13.3, ParentPay's total aggregate Liability in respect of all claims of any kind arising in a Contract Year, shall be limited to a sum equal to 100% of the Annual Fees (exclusive of VAT and any other taxes) paid by the Customer in respect of that Contract Year. Where there is a series of related claims, they all shall be deemed to arise in the Contract Year in which the first of such claims arose.
- 13.2 Notwithstanding any other provision of the Agreement, but subject to clause 13.3, ParentPay shall have no Liability, in each case whether suffered by the Customer or any third party, for any:
- (a) loss of or damage to profit; revenue; business; anticipated savings; data; goodwill or reputation; or
 - (b) indirect or consequential loss or damage.
- 13.3 ParentPay's Liability shall not be limited or excluded by any provision of the Agreement or otherwise to the extent prohibited or limited by law and, in particular, nothing shall exclude or limit its Liability:
- (a) for death or personal injury caused by its negligence to the extent prohibited by law;
 - (b) for fraudulent misrepresentation or other fraud.
- 13.4 ParentPay's obligations regarding the standards for and quality of the Software and Services are only as set out in the express terms of the Agreement. All other duties, warranties, conditions, terms and liabilities in respect of the quality of the Software and Support Services that are imposed on ParentPay by law (including without limitation terms implied by statute, common law or otherwise) are excluded except to the extent such exclusion is prohibited or limited by law and the Software and the Documentation are provided on an "as is" basis. ParentPay accepts no Liability or responsibility for the standard or quality of services provided by Approved SSUs.
- 13.5 Any claim by the Customer against ParentPay related to the Agreement, the Software or the Services shall be fully barred and unenforceable unless written notice of such claim (including reasonable details of the claim and the amount thereof) shall have been served on ParentPay in accordance with clause 22 no later than 12 months after the date the Customer first became (or ought reasonably to have become) aware of the circumstances giving rise to the claim.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 Notwithstanding any other provision of the Agreement, all Intellectual Property Rights in the Software and Documentation or arising from the Services or any other services provided by or on behalf of ParentPay (**ParentPay IPRs**) belong to ParentPay and/or its licensors exclusively and the Customer shall have no rights in relation to them other than the limited rights of access and use granted in accordance with the express terms of the Agreement.
- 14.2 ParentPay warrants that the Customer's use of the Software and the Documentation (excluding for the avoidance of doubt any Customer Data), in accordance with the terms of the Agreement will not infringe any third party's Intellectual Property Rights in the United Kingdom.
- 14.3 Subject to clause 13 and the remainder of this clause 14, ParentPay shall indemnify the Customer for any amount awarded against the

Customer as damages by a court of competent jurisdiction or paid by the Customer in settlement of a claim arising as a result of ParentPay's breach of clause 14.2.

14.4 The provisions of clauses 14.2 and 14.3 above shall not apply to a claim which is attributable to an Excluded Event.

14.5 The provisions of clause 14.3 shall not apply to a claim unless the Customer:

- (a) promptly informs ParentPay of any actual, potential, threatened or alleged infringement or claim;
- (b) gives ParentPay sole authority to defend or settle (at ParentPay's discretion) all claims and conduct all negotiations, proceedings and litigation and does not make any admission as to liability or compromise or agree to any settlement of any infringement claim without the prior written consent of ParentPay; and
- (c) provides all assistance and information reasonably required by ParentPay in connection with any potential or actual claim and, if ParentPay so requests, joins in any court or other proceedings relating to such infringement.

14.6 If ParentPay considers any claim or allegation may be made that the Customer's use of the Software and/or the Documentation may infringe any third party's Intellectual Property Rights, ParentPay may at its sole option:

- (a) procure for the Customer the right to continue using the Software and/or the Documentation (or any part thereof) in accordance with the terms of the Agreement;
- (b) modify or replace the Software and/or the Documentation so that it ceases to be infringing; or
- (c) terminate the Agreement immediately by notice in writing to the Customer and refund the Fees paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination), and this clause 14 states the Customer's sole and exclusive remedies in respect of any such claim or allegation.

15 CHANGES TO THE SOFTWARE AND SOFTWARE DE-RELEASE

15.1 ParentPay operates a large and functionally rich software suite which is constantly changing in response to customer needs. Accordingly, ParentPay does not warrant or represent that the functions and features of Software and/or Hosted Services will remain unchanged throughout the Term or that the way in which these functions and features behave and are used or accessed by, or presented to, the Customer will remain unchanged for the Term.

15.2 The Customer agrees that ParentPay shall have the right to change any and all of the features and functions offered by the Software and/or Services that are covered by the Agreement, and the way in which these behave, are used, accessed and presented and that ParentPay may do so at its sole discretion, without notice and as frequently as it deems appropriate, provided that the changes it applies do not materially diminish the Customer's ability to use the Software and/or Services that are covered by the Agreement to manage its day to day operations or prepare or fulfil its obligations to file necessary local, regional or national government returns. ParentPay may, without giving notice, revise the Documentation to reflect such modifications and such revised Documentation and related specification shall be incorporated into the Agreement from the date of revision.

15.3 ParentPay reserves the right to de-release parts of the Software and withdraw them from sale or use. Where it does so it shall use its reasonable endeavours to give the Customer at least 180 days' notice of its intention to do so. Where the Customer has a contract for the use of all or parts of the Software that are due to be de-released the term of which continues after the de-release date, ParentPay shall either at its discretion:

- (a) provide the Customer with an alternative software and/or service that provides the same or similar functionality to that offered by the Software that is due to be de-released (**the Replacement Service**), in which case ParentPay shall be entitled to substitute the Replacement Service for the de-released Software in the relevant Order and continue invoicing the Customer for the same Fees as it would have had the affected Software not been de-released for the remainder of the Term as set out in the relevant Order(s) and, if applicable, the Special Terms linked to the relevant Order(s); or
- (b) refund the part of the Fees already paid by the Customer, or issue a credit note for that part of the Fees already invoiced to the Customer but not paid, for the period from the day after the date that the affected Software is de-released to the date until which the Customer has paid the relevant Fees, or the last date covered by ParentPay's as yet unpaid Invoice.

15.4 Where parts of the Software are de-released by ParentPay in accordance with clause 15.3, the Customer shall take the following actions when required to do so by ParentPay, and will do so within the timetable instructed by ParentPay (which timetable ParentPay may amend at reasonable notice):

- (a) install the Replacement Service and remove/uninstall the de-released Software;
- (b) provide, manipulate, cleanse and audit Customer Data;
- (c) appoint a nominated representative to liaise with ParentPay in respect of the de-release of the relevant Software and the provision of the Replacement Service;
- (d) perform such actions as ParentPay may request;
- (e) give written confirmation of the taking of such actions; and
- (f) generally assist in the migration of their Customer Data and Users from the de-released Software to the Replacement Service in a timely manner, provided that the Customer's obligations to take such actions shall be conditional upon ParentPay explaining in reasonable detail the nature and necessity of the required actions, setting out in sufficient detail any required methodology for taking such actions, giving reasonable advanced notice and a reasonable period of time for completion.

15.5 ParentPay shall have no Liability to the Customer in respect of any loss, damage or claim arising out of the de-release of any Software where the Customer has failed to fulfil its obligations under clause 15.4.

16 TERMINATION

16.1 Either party may terminate the Agreement at any time on giving written notice to the other party if the other party:

- (a) commits an irremediable material breach of the Agreement;
- (b) commits a material breach of the Agreement which is capable of being remedied but has failed to remedy such breach within 30 days after having received written notice from the terminating party requiring the same; or

- (c) suffers an Insolvency Event.
- 16.2 ParentPay may terminate the Agreement on giving written notice to the Customer if:
- (a) payment of any amount due from the Customer is overdue by twenty Business Days or more;
 - (b) a Financial Distress Event occurs;
 - (c) the Customer ceases to exist as a corporate body in its own right (for example, where a SAT is subsumed into a MAT, a MAT ceases to exist, or a School closes and transfers its day-to-day operations to another entity).
- 16.3 Without prejudice to clause 16.1 or 16.2, ParentPay reserves the right to suspend or terminate the Customer's right to use the Software and/or Services forthwith upon there being any change to the legal capacity, corporate constitution, solvency or trading status of the Customer, including but not limited to:
- (a) a change to its corporate constitution (for example, when it converts from a local authority maintained school to an academy);
 - (b) ceasing to exist as a corporate body in its own right (for example, where a SAT is subsumed into a MAT, a MAT ceases to exist, or a School closes and transfers its day-to-day operations to another entity);
 - (c) being broken up into multiple corporate bodies or legal entities.
- 16.4 Where the day-to-day operations of the Customer transfer to another organisation, or the Customer continues to trade but in a different corporate form (each of the above being a Successor Event and each such other organization, or person in a different corporate form, being a Successor), ParentPay will allow the Successor to continue to use the Software and/or Services provided that:
- (a) the Successor enters into a new 3-year agreement (**New Successor Agreement**) for at least the same Software and/or Services as ParentPay supplies to the Customer under the Agreement, at ParentPay then prevailing Fees or such other Fees as may be mutually agreed by ParentPay and the Successor;
 - (b) the commencement date for the New Successor Agreement shall be the date of occurrence of the Successor Event;
 - (c) the Customer, or the Successor on behalf of the Customer, agrees to pay all outstanding Fees due under the Agreement up to the date of occurrence of the Successor Event; and
 - (d) the Successor agrees to pay ParentPay its standard onboarding Fees as notified by ParentPay to the Successor in writing.
- Provided the above occurs ParentPay shall be entitled to, and shall, terminate the Agreement with effect from the date of occurrence of the Successor Event by notice in writing to the Customer and refund any Fees paid, or issue a credit note for any sums invoiced by ParentPay but not paid by the Customer as at the date of the notice of termination that relates to the period after termination.
- 16.5 Termination or expiry of the Agreement shall not affect:
- (a) any right or liabilities which have accrued prior to the date of its termination or expiry; or
 - (b) the continuance in force of any provision hereof which expressly or by implication is intended to come into or continue in force after termination or expiry, including clauses 13, 15 and 20.
- 16.6 Upon termination or expiry of the Agreement:
- (a) all rights to access and use the Software and Documentation granted by ParentPay under the Agreement and the Customer's (and all Authorised Users') access to the Software and Documentation (including access to the Customer Data) shall cease;
- (b) the Customer shall not, and shall procure that its Authorised Users and any Replacement Provider shall not, extract or copy, or attempt to extract or copy, any Customer Data other than:
 - (i) using the report generating capabilities incorporated within the Software;
 - (ii) using an application provided by a ParentPay-approved third-party technical integrator using ParentPay's application programming interface; or
 - (iii) via such other means as ParentPay may reasonably direct.
- (d) upon the expiry of ten Business Days following such termination or expiry, ParentPay may destroy any of the Customer Data in its or the Hosting Provider's possession;
- (e) ParentPay shall issue an invoice in respect of all outstanding Fees (including any fees in relation to clause 16.6, and the Customer shall pay such invoice).
- 16.7 In the event the Customer does not comply with its obligations set out in clause 16.6 the Customer shall pay to ParentPay the sum of £1,000,000 (one million pounds) by way of liquidated damages. The parties agree that this sum reflects the increased risk of disclosure, including inadvertent disclosure, of ParentPay's Confidential Information by the Customer, and consequent erosion of ParentPay's IPR over time, as a result of the Customer's breach of clause 16.6.
- 16.8 Nothing in clause 16.7 operates to limit the liability of the Customer if ParentPay suffers loss which is greater than the sum set out in clause 16.7 as a result of the Customer's breach of clause 16.6.
- 17 **FORCE MAJEURE**
- ParentPay shall not be liable (and shall not be in breach) for any delay in or failure to perform its obligations under the Agreement if such delay or failure results from circumstances beyond its reasonable control, including but not limited to strikes, lockouts or other industrial action (whether involving the workforce of ParentPay or of any other party), acts of God, epidemics, pandemics, civil emergencies, war, riot, civil commotion, acts of terrorism, theft, malicious damage, compliance with any law or governmental order, rule, regulation or direction, judgment or court order or export or import restriction, failure of any government or public authority to grant a necessary licence or consent, accident, failure or breakdown of plant, machinery, systems or vehicles, natural disasters, fire, flood, extreme weather conditions, power failure, failure of telecommunications networks, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections or default of suppliers or sub-contractors (**Force Majeure Event**) and any timescales or dates for performance of such obligations shall be extended to take account of the impact of the Force Majeure Event.
- 18 **EMPLOYEES**
- Each party shall keep the other indemnified against all and any costs (including any legal costs on a full indemnity basis), expenses, liabilities, damages and losses arising out of or in connection with any demand, claim or award which arise from the actual or alleged transfer of the employment of any of its (or its contractors') employees by operation of law to the other party (or its contractors), including those incurred by that other party or its contractors in relation to the employment or termination of employment of such person(s).

19 DATA PROTECTION

The parties agree that the Data Processing Addendum is incorporated into and forms part of these PPG Core Terms, and that they shall comply with their respective duties and obligations under the Data Processing Addendum.

20 CONFIDENTIALITY

20.1 Without prejudice to each party's other rights and remedies, each party shall treat as confidential any Confidential Information of the other and shall not divulge such Confidential Information to a third party nor make any use of such Confidential Information (other than in performance of the Agreement) without the other's written consent provided that this clause will not apply to information which:

- (a) at the time of disclosure is in the public domain;
- (b) after disclosure becomes part of the public domain otherwise than by breach by a party of the provisions of the Agreement;
- (c) was already in the possession of the receiving party at the time of disclosure; or
- (d) was received by the receiving party after disclosure from a third party who was not required to hold it in confidence.

20.2 Nothing in the Agreement shall prevent a party from disclosing Confidential Information:

- (a) to those of its officers and employees reasonably required to have the same in order for such party to perform its obligations under the Agreement provided that such party shall procure that such officers and employees comply with the provisions of this clause;
- (b) to its solicitors, accountants, surveyors, insurers and other professional advisors under an obligation of confidentiality; and
- (c) as is required to be disclosed by a party by an order of any court of competent jurisdiction or in connection with any proceedings of any such court or otherwise by force of law or regulation having the force of law or the rules of any regulatory authority.

20.3 The Customer permits ParentPay to refer to the Customer as a user of the Software in ParentPay's publicity materials.

21 AMALGAMATION, ASSIGNMENT AND SUB-CONTRACTING

21.1 If, at any time during the Term, the Customer has one or more Group Agreements, then when (i) a new Order is placed; or (ii) any of the Customer's other existing Agreements becomes a Group Agreement, then all of the Customer's Group Agreements will be amalgamated into a single Agreement provided that such amalgamation must have no material adverse effect on the performance or delivery of the Software and/or Services or (to the extent relevant) the obligations, responsibilities or liabilities of either party as provided immediately prior to such amalgamation.

21.2 The Customer acknowledges and agrees that ParentPay is entering into the Agreement on behalf, and for the benefit of, the entire ParentPay Group. Accordingly, the parties agree that:

- (a) the Software and Services to be provided to the Customer under this Agreement may (without further notice being required to be given to the Customer) be provided by any member of the ParentPay Group as a sub-contractor of ParentPay;
- (b) reference to ParentPay in the Agreement shall, unless the context otherwise requires, be deemed to include reference to the relevant member of the ParentPay Group which is providing the Software or Services;

(c) each member of the ParentPay group shall have the right to benefit from, rely upon and enforce all of the Customer obligations set out in the Agreement;

(d) subject to clause 13, in the event of a breach of any term of the Agreement by Customer:

- (i) ParentPay shall be entitled to claim as damages any losses or liabilities suffered or incurred as a result of such breach by any member of the ParentPay Group; and
- (ii) any member of the ParentPay Group which has suffered or incurred a loss or liability as a result of such breach shall be entitled to claim for the same against Customer, provided that no two members of the ParentPay Group shall be entitled to recover the same damages more than once in respect of the same Customer breach.

21.3 ParentPay shall be entitled to assign, novate, charge, sub-contract or declare a trust over all or any of its rights and obligations under the Agreement. The Customer shall enter into any documentation reasonably required by ParentPay in order to effect any such transfers to third parties.

21.4 The Customer shall not without the prior written consent of ParentPay assign, novate, charge, sub-contract or declare a trust over all or any of its rights and obligations under the Agreement

22 NOTICES

22.1 Any notice given under the Agreement shall be in writing (but excluding fax transmission) and may be served:

- (a) In the case of notices sent to ParentPay:
 - (i) By sending it by pre-paid first class post or recorded delivery to, the following address:
ParentPay Group Services Limited
11 Kingsley Lodge
13 New Cavendish Street
London, United Kingdom
W1G 9UG
or such other address as ParentPay may designate by notice given in accordance with this clause; or
 - (ii) by sending by email to contracts@parentpay.com or through such other online medium as ParentPay may designate by notice given in accordance with this clause.

(b) In the case of notices sent to the Customer:

- (i) By sending it by pre-paid first class post or recorded delivery to, the Customer postal address as set out in the Portal or in the Order Form or such other address as the Customer may designate by notice given in accordance with this clause; or
- (ii) by sending by email to the Customer email address as set out in the Portal or in the Order Form.

22.2 A notice is deemed to be received:

- (a) if sent by pre-paid first-class post or recorded delivery, forty-eight hours from the date of posting; or
- (b) if sent by email, at the time of transmission of the email.

If such deemed receipt is not within business hours (being between 9.00 am and 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.

It is the responsibility of the Customer to ensure that its email address for notice (as recorded in the Portal) is kept up to date, and

any changes to the appropriate contact email address for notices must be notified by the Customer to ParentPay in accordance with this clause.

- 22.3 This clause 22 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23 VARIATION OF THE AGREEMENT

- 23.1 ParentPay may vary the scope, terms and prices of the Agreement in respect of the subsequent Renewal Term by giving written notice no less than 60 (sixty) days before the end of the Initial Term or any Renewal Term, provided that ParentPay serves a valid notice of this change. If the Customer does not agree to the variation of the Agreement, it may elect to terminate the Agreement by giving written notice to ParentPay, provided that such notice must be received (or deemed received) by ParentPay within 30 days of the receipt (or deemed receipt) by the Customer of the notice setting out the variation. Any such termination notice must include the Customer name, postcode, DfE number & list of PPG Products & Services to be terminated. For the avoidance of doubt, after termination by the Customer under this clause 23.1 no Fees shall be refunded and such termination shall not diminish the Customer's responsibility to pay Fees already charged or incurred in respect of the period prior to the effective date of termination.
- 23.2 Where a Third Party Supplier modifies its terms and conditions for a Third Party Product covered by the Agreement and ParentPay is required by its agreement with the Third Party Supplier to reflect those changes in the Agreement, ParentPay shall do so and the Customer agrees that any such modifications to the Third Party Supplier's terms and conditions shall immediately apply to the Customer's use of the Third Party Product, provided that the change in the Third Party Supplier's terms was permitted by those terms.
- 23.3 Notwithstanding any other term of this Agreement ParentPay may choose to vary the terms of this Agreement where the variation has:
- (a) no material effect on the performance or delivery of the Software and/or Services or the obligations, responsibilities or liabilities of either party; and
 - (b) no effect on the Charges or payment terms.
- ParentPay shall give the Customer 30 days' notice of any such variation and at the end of that notice period the variation shall take place automatically.
- 23.4 ParentPay may vary the terms of any particular Agreement with immediate effect (or with other effective date as may be agreed) with the written consent of the Customer who is the counterparty to that Agreement.
- 23.5 For the avoidance of doubt, where the Customer has entered into an Agreement for provision of PPG Products & Services, the Customer does not have any right to unilaterally remove any particular PPG Product or Service from the scope of the Agreement during the Initial Term or any Renewal Term unless: (a) their Agreement contains a Special Term entitling them to make such a removal; or (b) such removal is otherwise specifically permitted in accordance with the PPG Core Terms.
- 23.6 Where the version of the PPG Core Terms and any Supplementary Terms referenced by an Additional Order is different to the version of the PPG Core Terms and any Supplementary Terms applying to the Agreement immediately prior to the Additional Order's Start

Date, then the Customer and ParentPay hereby agree that, with effect from the Additional Order's Start Date, the version of the PPG Core Terms and any Supplementary Terms referenced by the Additional Order shall apply to the Agreement, including all other Orders that formed part of this Agreement prior to the Additional Order's Start Date, and such previous version of the PPG Core Terms and any Supplementary Terms shall no longer apply to the Agreement.

24 GENERAL

- 24.1 Without prejudice to its other rights and remedies ParentPay shall be entitled but not obliged at any time or times without notice to the Customer to set off any liability of the Customer to ParentPay against any liability of ParentPay to the Customer (in either case however arising) whether any such liability is present or future, liquidated or unliquidated.
- 24.2 The Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreements or understandings between the parties, whether written or oral, with respect to the arrangements contemplated by the Agreement.
- 24.3 Each party acknowledges and agrees that:
- (a) in entering into the Agreement, it does not rely on and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether party to the Agreement or not) which is not expressly set out in the Agreement; and
 - (b) no party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement, representation, warranty, or other term which is expressly set out in the Agreement.
- Nothing in clauses 24.3(a) or 24.3(b) shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.
- 24.4 Each member of the ParentPay Group shall be entitled, pursuant to the Contracts (Rights of Third Parties) Act 1999 (**TP Act**) in its own right to the benefit of and to enforce the provisions of the Agreement, subject to and in accordance with the provisions of the Agreement and the TP Act save that the parties to the Agreement shall not be required to obtain the consent of any ParentPay Group Company in order to rescind or vary the Agreement or any provision thereof.
- 24.5 Save as set out in clause 24.4, no provision of the Agreement shall be enforceable pursuant to the TP Act by any person who is not a party to it.
- 24.6 The Agreement may be executed in any number of counterparts, each of which when executed by one or more of the parties hereto shall constitute an original but all of which, when dated with the same date, shall constitute one and the same agreement.
- 24.7 Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with the Agreement or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies.
- 24.8 Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, representative or agency relationship between the parties to it, or construed or have effect as constituting any relationship of employer and employee between the parties.

24.9 Neither party shall have the authority to bind or pledge the credit of, or oblige the other in any way without obtaining the other's prior written consent.

25 **GOVERNING LAW AND JURISDICTION**

The Agreement 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) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

SCHOOL NOTICE

From: [Relevant MAT/Local Authority/contracting group]

To: [Relevant school]

Date: [●] 20[●]

Dear [contact name at relevant school] / [contact name at SAT],

We refer to the agreement entered into between ParentPay Group Limited (PPG) and [Relevant MAT/Local Authority/contracting group] (the **Group**) on or around [●] (the **Agreement**), a copy of which is enclosed.

You are hereby notified that the Group has entered into the Agreement for and on behalf of your school. In the event the Group ceases to carry on its business or operations or your school ceases to be part of the Group for contracting purposes, but (in each case) you continue to use the products and services provided by PPG in connection with the Agreement, then:

1. you will be bound by the Agreement and its terms as if you were an original party to it in place of the Group, and
2. you must deal solely with PPG in respect of the Agreement.

Please sign and return the enclosed copy of this notice to PPG and the Group as confirmation that you agree to the terms set out in this notice. Notwithstanding the foregoing sentence, by you continuing to use the products and services provided by PPG in connection with the Agreement after the date of this notice, you shall be deemed to have accepted the terms set out in this notice.

If you have any questions regarding the content of this notice, please contact [name] on [telephone number] or at [email address]

Yours sincerely

.....

for and on behalf of

[Relevant MAT/Local Authority/contracting group]

ACKNOWLEDGEMENT

From: [Relevant school]

To: ParentPay Group Services Limited
11 Kingsley Lodge
13 New Cavendish Street
London
United Kingdom
W1G 9UG

Copy to: [Relevant MAT/Local Authority/contracting group] and contracts@parentpay.com

Date: [●] 202[●]

We hereby acknowledge receipt of the notice dated [●] (a copy of which is attached) (the **Notice**) and agree to the terms set out in the Notice.

.....

for and on behalf of

[Relevant school]

SCHEDULE 2

SUPPLEMENTARY TERMS

PART 1

PAYMENT COLLECTION SERVICE SUPPLEMENTARY TERMS

The terms of this Part 1 of the Schedule shall apply in respect of any party collecting funds via the Payment Collection Service in addition to the PPG Core Terms. In the event of any inconsistency or conflict between any provision in this Schedule and another term of the PPG Core Terms, this Schedule shall prevail but only to the extent of the relevant conflict or inconsistency and only in relation to the Payment Collection Service.

1 Definitions

In this Part 1 of Schedule 2, the following terms shall have the following meanings, and any terms not defined below have the meanings given in the PPG Core Terms:

- 1.1 **Acquirer:** the organisation licensed as a member of a Scheme, which: processes Card Payments for us, where we are acting as a merchant on your behalf; or, sponsors our processing of Direct Debit payments via BACS, where we are acting as a Direct Debit service user on your behalf;
- 1.2 **Bank Payment:** a Load made from a valid bank account using the Direct Debit scheme or any similar supported bank transfer functionality offered by us to Parents;
- 1.3 **Card Payment:** a Load made using a valid, accepted, credit or debit card;
- 1.4 **Charge Back:** reversal of a Load used to make a Parent Payment for a Payment Item of yours because of a perceived violation of Scheme rules or procedures, arising from a disagreement over issues such as: whether or when a payment occurred; the provision of the goods or services to which the payment relates; the amount involved, or, whether consent for the payment was given by the account holder;
- 1.5 **Charge Back Fee:** the charge made to you for the processing of Charge Backs including: the investigation of the circumstances surrounding the Charge Back; collation and submission of evidence to the Acquirer; the processing of the reversal via adjustment to Remittance; and, the payment of fees to the Acquirer in respect of the Charge Back;
- 1.6 **Holding Account:** a dedicated bank account managed by us, which holds funds including the aggregate total value of Parent Account Balances and Parent Payments not yet included in a Remittance;
- 1.7 **Load:** the process by which a Parent adds funds to their Parent Account Balance using the PPG Products and Services and supported Scheme payment methods, including Card Payments and Bank Payments;
- 1.8 **Operating Guidelines:** as defined in paragraph 2.16 below.
- 1.9 **Parent Account:** a virtual account operated by us, accessed by parents via the Parent Portal, into which Parents can Load funds and, in some cases maintain a Parent Account Balance, for use in making Parent Payments for Payment Items via PPG Products and Services;
- 1.10 **Parent Account Balance:** the individual balance of a Parent's Parent Account;
- 1.11 **Parent Payment:** the process by which a Parent makes a payment for Payment Items, using PPG Products and Services, whereby the Transaction Value is deducted from the Parent Account Balance;
- 1.12 **Parent Portal:** the online portal provided by us, in some cases also accessible as a mobile app, that provides Parents with access to a range of services, including the ability to view Content and the facility to make Parent Payments for your Payment Items. For the avoidance of doubt, the Parent Portal may include Content from Parents' other Schools and/or Content from us;
- 1.13 **Payment Collection Service:** the service offered by us which facilitates the collection of funds by you, in respect of your Payment Items, which includes: the processing of Loads and Parent Payments; the processing of Refunds; the management of the Holding Account, settlement services for the Remittance; related reporting services; the handling of Charge Backs; and, operation of the Payment Collection Service in line with relevant regulatory requirements and Scheme rules;
- 1.14 **Payment Item:** a good or service offered to Parents by you, your suppliers or affiliates, or by us, via the PPG Products and Services;
- 1.15 **PayPoint Payment:** a Load made in cash at PayPoint authorised agents or terminals, via the PayPoint Scheme;
- 1.16 **Refund:** the process by which you cancel all or part of a Parent Payment for a Payment Item. or, in the case of a Reversal, where the system cancels the Parent Payment, resulting in an amount being deducted from a Remittance made to you by us and returned either directly to the Parent, or, to the Parent Account Balance,
- 1.17 **Refund Transaction Value:** the value of a full or partial Refund or a Reversal; "Remittance" the aggregate net total of the Transaction Value of all Parent Payments, minus the Refund Transaction Value of all Refunds for Parent Payments processed on your behalf during the last Settlement Period, after deduction of: Fees; amounts due for any Charge Backs; any fines or additional fees due to the Acquirer related to your Parent's Card Payments; and, any other outstanding amounts due to us under the Agreement;
- 1.18 **Reversal:** the reversing of a Load, either by the Scheme, or by us, due to: an inability to collect funds from the Parent; where the Load was processed in error; or, where failing to reverse the Load is likely to result in a Charge Back, cancellation, or breach of Scheme rules; whereby, when a Reversal takes place, any Parent Payment(s) processed as a result of the Load which is reversed, will also be reversed, having the same effect as a Refund;

- 1.19 **Scheme:** an organisation which manages and controls the rules for clearing of payments through a network of participating members or entities, or an organisation which operates or owns such a network, where Schemes which are supported for Loads may include American Express, BACS/Direct Debit, MasterCard, PayPoint and Visa, and where the supported Schemes may change from time to time;
- 1.20 **Settlement Period:** the regular period as part of the Payment Collection Service for which the Remittance is calculated, currently from 00:00 on either a Tuesday or Wednesday to 23:59 and 59 seconds the following Monday or Tuesday respectively, either weekly or bi-weekly, depending upon the cycle relevant to you, or at a frequency or cycle that may be notified by us to you from time to time by means of a Notice; and
- 1.21 **Transaction Value:** the price payable by a Parent for a Payment Item or a set of Payment Items acquired in a single transaction.
- 2 Terms**
- 2.1 By entering into this Agreement, you hereby agree to accept Parent Account as the method of payment for Parent Payments for Payment Items by your Parents.
- 2.2 Consumers can Load funds to Parent Account using a range of supported Scheme payment methods offered by us. We will hold the Parent Account Balance in a dedicated Holding Account.
- 2.3 You will offer Payment Items to your Parents via the PPG Products and Services, which are relevant to the goods and services you can provide to them. Parents can choose to make a Parent Payment for Payment Items using their Parent Account Balance.
- 2.4 We will deduct the Transaction Value from the Parent Account Balance for each Parent Payment and credit the balance against the relevant Payment Item.
- 2.5 If you process a Refund, we will deduct the Refund Transaction Value from the balance of the relevant Payment Item and credit the balance to the Parent Account Balance. In the event that you process an exceptionally high volume of Refunds over the course of one or more Settlement Period(s) (for example as result of a force majeure event), ParentPay may charge a reasonable Fee in respect of the additional work required to implement such Refunds.
- 2.6 After the end of each Settlement Period, we shall calculate the Remittance due to you. We shall normally transfer the Remittance to your nominated bank account five (5) Business Days after the end of the Settlement Period, and not later than seven (7) Business Days after the end of the Settlement Period, unless otherwise notified by us in writing. Failure to notify us of the correct bank account details, or to provide us with the required evidence of bank account ownership, no later than two (2) Business Days before the end of the Settlement Period, will result in the Remittance being delayed until the next Settlement Period.
- 2.7 You hereby authorise us, where relevant, to collect the Payment Service Fee from the Remittance, by way of deduction via net settlement.
- 2.8 In calculating the Remittance we are fully entitled to offset any indebtedness of you towards us pursuant to clause 2.9 below, which for the avoidance of doubt, may include any indebtedness of you towards us whether for fees related to the Payment Collection Service or any other PPG Products and Services provided by us to you under this Agreement or under any related Agreement between us and you.
- 2.9 You hereby authorise us to offset amounts due against the Remittance as defined above. In case we intend to offset any debt that is due or overdue (30 days or greater from the date of invoice) we may do so without informing you in advance of our intentions and without seeking any further authorisation from you other than that already provided by this Agreement.
- 2.10 In the event that any outstanding debt or amount due to us remains unsettled by you beyond 45 days of the date of invoice, or in the event that the Remittances are insufficient to pay the amounts owing by you to us, this will constitute a breach of contract and we may at any time serve a notice of breach and/or terminate any services provided by us to you.
- 2.11 We have the right to withdraw from the Holding Account any and all amounts owed to us as defined above without notice or demand. Our rights to sums owed to us by you shall in no way be limited by the balance or existence of the Holding Account. Our rights with respect to the Holding Account shall survive the termination of this Agreement.
- 2.12 In performing the Payment Collection Service for you we are contracted to the Acquirer as a merchant but acting on your behalf in respect of your Parents' Loads, your Payment Items, and your Parent Payments (sometimes known as a merchant aggregator or merchant agent). You hereby acknowledge that we shall be the sole and exclusive provider of payment collection services to you, for the processing of payments for the collection of funds from Parents, except where an alternative processor was, and has remained, contracted by you and has been actively processing since the start of this Agreement, in which case the proportion of payments processed by that provider will be exempt from this provision.
- 2.13 We will act reasonably and responsibly at all times and will always attempt to operate the service fully within the rules and regulations set out by the Acquirer and the Schemes. However, under this Agreement, you are and will be held responsible and liable, as far as Acquirer and Scheme rules and regulations affect the merchant, including the payment of any fees, fines or levies from the Acquirer or the Scheme related to: your use of PPG Products and Services; your Parents' Bank Payments and Card Payments, and, your Payment Items.
- 2.14 Any interest which may accrue in respect of the Holding Account shall be for our sole account.
- 2.15 You have no right to offset, or to withhold payments to us, in connection with any amounts due to you by us.
- 2.16 You shall ensure that you abide by the rules and regulations as laid down by the Schemes, or in any operating manuals, instructions or guidance provided by us (**Operating Guidelines**). You will be required to abide by any future changes to the Operating Guidelines

- as far as they may affect you and your use of PPG Products and Services. Failure to abide by the Operating Guidelines may constitute a breach of contract and may result in us terminating any services provided by us to you, pursuant to clause 3 of the Agreement.
- 2.17 You shall respond promptly to inquiries from Parents and shall resolve any disputes amicably where reasonably possible. Where necessary you shall provide Refunds as appropriate for unwanted goods, or for services not taken or delivered by you, to the extent necessary under any terms of sale clearly set out by you to the Parents at the time of purchase.
- 2.18 Should a Charge Back be received by us, we will provide the relevant information required by the Acquirer to defend the Charge Back on your behalf. We may also contact you and/or the Parent directly to resolve the matter. You shall provide all information requested by us, in a timely manner, where such information is required to defend the Charge Back, or to detect, identify or prevent possible fraud.
- 2.19 Should the Charge Back not be defensible, or in any circumstances where the Charge Back is successful, you will be fully liable for: the refund due to the Consumer; the Charge Back Fee; and, any other costs levied by the Acquirer or the Scheme in respect of the Charge Back. The funds will be debited from your next Remittance. A lack of funds in the Remittance does not diminish your responsibility to settle any Charge Back amounts and Charge Back Fees to us within 7 days of any notice requiring you to do so. Our rights to reclaim the Charge Back amount, Charge Back Fee and any related costs from you survive the termination of this Agreement.

PART 2

HARDWARE RENTAL SUPPLEMENTARY TERMS

The terms of this Part 2 of the Schedule shall apply in respect of any Hardware rented by the Customer from PPG, in addition to the PPG Core Terms. In the event of any inconsistency or conflict between any provision in this Schedule and another term of the PPG Core Terms, this Schedule shall prevail but only to the extent of the relevant conflict or inconsistency and only in relation to Hardware rental.

1 Definitions

- 1.1 In this Part 1 of Schedule, the following terms shall have the following meanings, and any terms not defined below have the meanings given in the PPG Core Terms:
- 1.2 **Data Fees:** the charge made to you for a Data Plan;
- 1.3 **Data Plan:** the mobile data plan associated with each Hardware device, which provides access to the internet via a mobile sim card, whereby the Data Plan has a maximum data transfer limit, and is intended for use solely in connection with the PPG Products and Services.
- 1.4 **Hardware:** the hardware device which may be rented by you from us;
- 1.5 **Insurance Value:** as defined in paragraph 2.7 below;
- 1.6 **Premises:** the Location at which the Rental is to be provided;
- 1.7 **Rental:** the rental of the Hardware(s) by you, subject to this Agreement;
- 1.8 **Rental Extension Fees:** the charges made to you for an unplanned extension to the Rental Term, which shall be equivalent to a pro rata amount of one hundred and fifty percent (150%) of the Rental Fees, whereby the minimum Rental Extension Fee shall be for a period of one (1) month, and, for unplanned extensions longer than twenty eight (28) days, shall be a minimum of twelve (12) months;
- 1.9 **Rental Fees:** the charges made to you, for the Rental; and
- 1.10 **Rental Term:** the agreed period of the Rental, which, unless specifically agreed to the contrary, shall be equivalent to the Term of the Agreement.

2 Terms

- 2.1 By entering into the Agreement, you hereby agree to be bound by these terms and conditions in respect of the Rental.
- 2.2 You shall pay the Rental Fees and associated Data Fees annually in advance.
- 2.3 Following payment of the Rental Fees we shall deliver the Hardware to the Premises on a date agreed between the parties. We shall use our reasonable endeavours to ensure that delivery is made on time but shall not be liable for any failure to do so.
- 2.4 You must ensure that a suitable authorised representative is available at the Premises at the time of delivery in order to sign for the Hardware. In the event that you fail to comply with this provision you shall be deemed to have accepted delivery of the Hardware, assume responsibility thereof, and shall not have the right to subsequently dispute the facts of the delivery.
- 2.5 In the event that we are unable to deliver the Hardware due to your absence from the Premises (along with that of any authorised representatives) you will be liable for any additional delivery charges incurred for any necessary re-delivery.
- 2.6 We shall at all times retain title to the Hardware and title shall not pass to you irrespective of the payment of the Rental Fees.
- 2.7 Risk in the Hardware shall pass to you on delivery of the Hardware to your Premises. It is your responsibility to fully and comprehensively insure the Hardware against loss, damage and theft, for a minimum of one and a half (1.5) times the annual Rental Fee (**Insurance Value**). You shall supply proof of such insurance to us on demand.
- 2.8 You may only use the Hardware and the associated Data Plan for legal and legitimate purposes, and for the normal purpose for which they are intended and in accordance with this Agreement and/or our instructions.
- 2.9 You hereby accept that you may be liable for additional Data Fees, if you exceed the data transfer limit of the Data Plan, or if the Data Plan is used for any purpose other than as intended with PPG Products and Services.
- 2.10 All Hardware must be used in accordance with any and all operation and safety instructions or similar documentation provided.

- 2.11 You may not affix the Hardware to anything unless using fixings approved by us. You shall at all times treat the Hardware with a reasonable level of care and shall ensure that they are kept clean, subject to reasonable levels of wear and tear.
- 2.12 All Hardware which uses consumables of whatever nature must only be used with official consumables (that is, those produced or recommended by the manufacturer of the Hardware) or such other products as authorised by us.
- 2.13 You are not free to install any additional software on the Hardware, without our prior written consent.
- 2.14 You shall not attempt to make any repairs to the Hardware without our prior written consent. We retain the option of repairing the Hardware or granting you permission to make the necessary repairs. The cost of such repairs shall be borne by either us or you, the responsibility being determined by the reasons for those repairs. We have the right to insist that only official parts (that is, those produced or recommended by the manufacturer of the Hardware) shall be used for maintenance and repair of the Hardware.
- 2.15 In the event of any failure of the Hardware, you shall inform us of such failure by email. If the failure is due to any act or omission of us, we will provide an equivalent replacement typically within 2 Business Days.
- 2.16 In the event of accidental damage to Hardware during the Rental Term, we shall be under no obligation to replace the damaged Hardware. All parts that cannot be described as consumables which may require replacement during the Rental Term shall be replaced free of charge by us provided that such replacement is necessitated by nothing more than normal wear and tear. Additional damage may result in you being charged for the cost of replacement parts and associated labour.
- 2.17 We reserve the right to recall the Hardware immediately at any time. In the event that we exercise this right you will be issued immediately with replacement Hardware of a similar type or of the closest type thereto at no additional cost. If the Hardware are not returned to us on request, you shall be liable for any costs associated with such recovery.
- 2.18 In the event that we provide you with any replacement Hardware in accordance with the Terms of this Rental Agreement, you must immediately return any old Hardware that the replacement Hardware is to replace, to us at your own cost.
- 2.19 At the end of the Rental Term, prior to return of the Hardware, you must remove all Customer Data and Personal Data (as defined in the Data Processing Addendum) from the Hardware. We accept no responsibility for any Customer Data which remains on the Hardware following the end of the Rental Term.
- 2.20 At the end of the Rental Term, on the agreed date, you shall immediately return the Hardware to us by courier or similar means, as agreed by us.
- 2.21 In the event that any Hardware is not returned to us on the agreed date, you shall be required to pay the relevant Rental Extension Fees for the missing items up to and including the day that they are returned to us, such return to be at your expense.
- 2.22 For the avoidance of doubt, when Hardware is returned to ParentPay for any reason it is the responsibility of the Customer to provide proof of such return, and ParentPay reserves the right to withhold any applicable Fee credit or replacement Hardware until such proof of delivery is provided.
- 2.23 Failure to return the Hardware at the end of Rental Term, or if the Hardware is not available for return due to loss or destruction, you shall be required to pay the Insurance Value in full, within seven (7) days of the end of the Rental Term. An inability of you to properly insure the Hardware, or, a failure by you to successfully claim against your insurance, for any loss or destruction of the Hardware, shall in no way diminish your responsibility to pay the Insurance Value to us in full and on time. Our rights to reclaim the Insurance Value and any Rental Extension Fees from you, and any related costs in the collection of said fees from you, survive the termination of this Agreement.

KITCHEN MANAGER TERMS

The terms of this Part 3 of Schedule 3 shall apply in respect of Kitchen Manager (as defined below) in addition to the PPG Core Terms. In the event of any inconsistency or conflict between any provision in this Schedule and another term of the PPG Core Terms, this Schedule shall prevail but only to the extent of the relevant conflict or inconsistency and only in relation to Kitchen Manager.

3 Definitions

- 3.1 In this Schedule, the following terms shall have the following meanings with terms not defined below having the meanings given in the PPG Core Terms:
 - 3.1.1 **Kitchen Manager:** the software application of that name made available by ParentPay, which for the avoidance of doubt shall fall within the definition of 'Software' as defined in the PPG Core Terms; and
 - 3.1.2 **Hardware:** the minimum hardware configuration (including operating systems software and communications requirements), required for operating Kitchen Manager as specified by ParentPay from time to time.

4 Kitchen Manager

- 4.1 The Customer shall:
 - 4.1.1 ensure the Hardware to be used at each Location is available on time and meets the required specification (as notified to the Customer by ParentPay) and that appropriate maintenance agreements in respect of the Hardware have been executed by the Customer; and
 - 4.1.2 ensure that the most up-to-date version of Kitchen Manager is installed on the Hardware at each Location at all times, as made available by ParentPay from time to time.

