

Parent and Carer Alliance



Care Action Protect Empower

Services Terms and Conditions

Definitions:

“Advocate/Family Support Worker” or “Family Support Worker” means individuals approved by Parent and Carer Alliance C.I.C. to provide Advice services.

“Client” means individuals using Parent and Carer Alliance C.I.C to search for, engage with, and enter into a service agreement with Parent and Carer Alliance C.I.C.

“Service agreement” is the initial agreement generated between Parent and Carer Alliance C.I.C. and the client - it is the basic contract between Parent and Carer Alliance C.I.C. and the client.

“Shift invoice” is the regular (or one-off) invoice created by Parent and Carer Alliance C.I.C. for the approval of and payment by the client.

1. Terms

1.1. The company name is Parent and Carer Alliance C.I.C., company number 11652518, and registered address Cedar House, Cedar Drive, Dursley GL11 4EB.

We aspire to the Advocacy Charter –

“Advocacy is taking action to support people to say what they want, secure their rights, pursue their interests, and obtain services they need. Advocacy providers and Advocate/Family Support Workers work in partnership with the people they support and take their side, promoting social inclusion, equality, and social justice,”

and expect all our employees, sub-contractors, suppliers, and approved Advocate/Family Support Workers to equally aspire to meet these standards.

1.2. These terms, together with the other terms and policies referred to in section 1.5 below, govern the basis on which we provide the services available from Parent and Carer Alliance C.I.C. Please read these terms before using any services.

1.3. If you use our services, you agree to be bound by these terms. These terms form a legally binding contract between you and us and govern your use of the services. If you do anything to breach these terms, we have the right to terminate your account and your right to use Parent and Carer Alliance C.I.C services with immediate effect.

1.4. We may change the features of our services from time to time. Also, we may change these terms from time to time. If a revision is material, we may (but are not obliged to) notify you. If you continue to use our services after any revisions take effect, then you will be taken to have agreed to the revised terms. These terms were last updated on 6h October 2023.

1.5. In addition to these terms, the following additional terms also apply to your use of our advice service (and are, where relevant, incorporated by reference into these terms):

- (a) Our [Data Protection and Privacy policy](#); and
- (b) Our [Safeguarding Policy](#).

1.6. All rights granted to you under these terms will terminate immediately in the event that you are in breach of any of them.

2. Code of Conduct

You must not discriminate against any Parent and Carer Alliance C.I.C service provider on the basis of colour, nationality, disability, sex or any other potential source of discrimination. In addition, you represent that you and every member of your household have never been the subject of a complaint, restraining order or any other legal action involved with being arrested for, charged with, or convicted of any criminal offence that involves endangering the safety of others, through either dishonesty or negligence, and are not nor have ever been on the sex offenders register or other similar list.

3. Legal Contract

Once you have accepted the service agreement set up by Parent and Carer Alliance C.I.C., by paying your first invoice, you are bound by the terms of that agreement, and by these Terms and Conditions. Subsequent to your initial service agreement you will receive either a one-off or regular invoices via email from Parent and Carer Alliance C.I.C. depending on what services work you have agreed with Parent and Carer Alliance C.I.C. The value of each agreed service must be paid by bank transfer in advance for the agreement to be active and support to be provided. You must not commission any services from any Advocate/Family Support Worker without using the Parent and Carer Alliance C.I.C. or make any payments to them directly, for the duration of the service agreement.

4. User conduct and disputes

We rate the safety and well-being of our clients and their families as our number one priority. Any formal complaint we receive directly to Parent and Carer Alliance C.I.C., from either a Parent and Carer Alliance C.I.C Worker or client of a serious nature will be immediately investigated.

Depending on the severity of the allegation and its nature Parent and Carer Alliance C.I.C. reserves the right to immediately inform the police or social services of any complaint or concern that we may become aware of. We also reserve the right to immediately remove any Parent and Carer Alliance C.I.C worker or client from Parent and Carer Alliance C.I.C services whilst we investigate any complaint or allegation.

We also reserve the right to inform other clients if an allegation, complaint, or investigation pertaining to their Parent and Carer Alliance C.I.C worker is occurring or on going.

You may only book Parent and Carer Alliance C.I.C services for yourself or for someone for whom you have authority to do so. You will remain bound by these terms and are responsible for all acts and omissions of the person receiving the service (if it is not you).

5. Your account

To register and use any Parent and Carer Alliance C.I.C service you must be at least 18 years old. We are not obliged to accept any particular request and absolutely reserve the right without explanation to refuse any request and or cancel any authorised clients without notice.

Clients register using the various request forms, or by accepting a quote. You must ensure that the information in your account is accurate, up to date and kept updated at all times (which you may do by [email](#))

6. Payments

The contracted charges for services provided via Parent and Carer Alliance C.I.C. are payable in advance against an invoice created by Parent and Carer Alliance C.I.C. on an agreed basis. You undertake not to pay the Parent and Carer Alliance C.I.C worker other than via Parent and Carer Alliance C.I.C.

7. Cancellations and Refunds

We ask and require all clients to give at least 48-hours' notice of any cancellation of a Parent and Carer Alliance C.I.C. service. Depending on the circumstances, cancellations made within the 48-hour period may be subject to the full rate for that service. This however is at the total discretion of Parent and Carer Alliance C.I.C.

8. Data Protection and Privacy

Parent and Carer Alliance C.I.C needs to keep certain information to conduct our day-to-day operations, to meet our objectives and to comply with legal obligations.

Parent and Carer Alliance C.I.C. is committed to ensuring any personal data will be dealt with in line with the General Data Protection Regulation (GDPR). To comply with the law, personal information will be collected and used fairly, stored safely and not disclosed to any other person unlawfully.

Clients consent to their personal data being collected and used as stated in the Privacy Policy, when completing the advice service request form, and are advised to read the [Privacy Policy](#) before giving their consent

9. Safeguarding

Parent and Carer Alliance C.I.C. believe that children and young people should never experience abuse of any kind and that we all have a responsibility to promote the welfare of all children and young people, to keep them safe and to practise in a way that protects them.

We recognise that:

- The welfare of children is paramount in all the work we do and in all the decisions we take
- We are working in partnership with children, young people, their parents, carers, and other agencies is essential in promoting young people's welfare
- All children, regardless of age, disability, gender reassignment, race, religion or belief, sex, or sexual orientation have an equal right to protection from all types of harm or abuse
- Some children are additionally vulnerable because of the impact of previous experiences, their level of dependency, communication needs or other issues
- Extra safeguards may be needed to keep children who are additionally vulnerable safe from abuse.

10. Breaches of Parent and Carer Alliance C.I.C. Terms and Conditions

You agree to indemnify and hold Parent and Carer Alliance C.I.C. harmless from any claim or demand brought against Parent and Carer Alliance C.I.C. as a result of you breaching these terms and conditions.

11. Liability cap

- 11.1.** You acknowledge that Parent and Carer Alliance C.I.C.'s total liability to you whether in respect of goods or services and whether based in negligence, breach of contract, misrepresentation or otherwise shall not exceed the value of the total commission income Parent and Carer Alliance C.I.C. derived from you via any Parent and Carer Alliance C.I.C. service for a maximum period of 1 year. For the avoidance of doubt any self-employed Advocate/Family Support Worker hired through the Parent and Carer Alliance C.I.C. advice service is liable themselves for all acts or omissions in the provision Advocacy services.
- 11.2.** Nothing in these client terms shall exclude or limit our liability to you:
- (a) For death or personal injury caused by our negligence;
 - (b) For fraudulent misrepresentation; or
 - (c) For any other liability that may not, under applicable law, be excluded or limited.
- 11.3.** We shall not be liable to you (whether such liability arises as a result of breach of contract, negligence, misrepresentation or for any other reason) for any loss or damage that arises as a result of:
- (a) Any circumstance for which you are at fault; or
 - (b) Any circumstance which we cannot reasonably be expected to control.
- 11.4.** You agree to fully indemnify us on demand against all losses we incur or suffer arising as a result of or in connection with:
- (a) Any breach of sections 4, 5, or 6; and/or
 - (b) Any claims brought against us by any Advocate/Family Support Worker that is based on any breach (or allegation of any breach) of these client terms by you, or any criminal act or omission on your behalf

12. Contacting us

Please submit any questions you have about these client terms or any issues concerning our advice service and its use to us [by email](#)