



# TERMS AND CONDITIONS FOR WEB PORTAL USAGE

## Introduction

Welcome to Portable Chunks.com, the **90 – Minutes, virtual and tutor led learning service** of Portable Group Ltd ("Portable Chunks™")

Please read these Terms and Conditions carefully. They constitute an agreement between Portable Chunks and you (the "user"). They apply to your use of the Portable Chunks web site and the learning materials that are delivered through it (the "service"). Please read our privacy statement, which explains what information we collect about you and how we will use it.

When you register to use Portable Chunks, you will be asked to confirm that you have read and agree to these terms and conditions. Each time you access and use the Service at [www.portablechunks.com](http://www.portablechunks.com) or subsidiary services at [www.portablegroup.com](http://www.portablegroup.com), you are agreeing to these Terms & Conditions. If you do not agree with these Terms & Conditions, do not use the Service.

The Service is delivered via tutor led real time sessions or virtual sessions in conjunction with the support of a the web portals ("the Site") through which Chunks coaches, trainers and account managers selected by Portable Chunks provide you with an effective learning or /and development solution.

There are currently no subscription charges levied on registered users.

Portable Chunks has and accepts no responsibility for the terms and conditions of service of Partner organisations.

## Use of Information

You may not reproduce, modify or in any way commercially exploit any of the content and/or services of Portable chunks or Portable Group with the exception of specified learning materials that you may use to further your development..

Any information, messages and the content of any attachments that you provide via the Portable Chunks site in conjunction with the development of your development plan will remain private and will not be published in any shape or form without your express permission. The information will be made available internally in connection with design development, delivery, quality inspection and audit of the courses.

## Changes to Terms and Conditions

Portable Chunks reserves the right to make changes to these Terms & Conditions and reserves the right to update or amend these Terms & Conditions at any time. It is your responsibility to check these Terms and Conditions from time to time and note any changes.

## Limitation on Service

We have exercised reasonable skill and care in preparing learning content that is accurate and relevant to the subject matter although we make no warranty that this will always be so. You will not be notified if, as a result of current thinking or developments in technology, changes are made to the learning content.

We cannot accept any responsibility for any way in which you modify or use the learning content nor for the outcome resulting from any such action.

## Security

Each registration is for a single user only. On registering, you will choose a user name and password. You are responsible for ensuring that your username and password remain secure. You should take particular care not to leave your computer unattended whilst logged on to [www.portablechunks.com](http://www.portablechunks.com) or the

linked portal [www.portablegroup.com](http://www.portablegroup.com) and ensure that you log off properly when you have finished a session. You must not permit any of the following:

- any other person sharing or using your user name and password
- access through a single name and password being made to multiple users on a network
- a registered user using their name and password to act as a proxy for non-registered individuals or organisations.

You must notify us immediately if at any time you believe an unauthorised person knows your username or password. In order to protect you, we reserve the right to suspend the use of your username and password if we believe that an unauthorised person may have access to it. You agree that we will not be held liable for any losses suffered as a result of any unauthorised use of your username and password.

## Misuse of Portable Chunks

You are responsible for all use of the Portable Chunks services made by you or anyone else using your user name and password. If you believe there has been a breach of security you must notify Portable Chunks immediately by e-mailing [info@portablegroup.com](mailto:info@portablegroup.com). All material on Portable Chunks.com and e-mail communication ("Content") is for your general information and use.

Suspected illegal activities on this site will be reported to the relevant authorities.

You may not assign or otherwise transfer your rights under these Terms & Conditions.

Portable Chunks will not be liable for any loss or damage arising from any failure to comply with this section.

The Service will include discussion groups that allow feedback to Portable Chunks and interaction between users. While Portable Chunks will not moderate the information/materials posted to discussion groups by users (the "Messages"), it reserves the right (which it may exercise at its sole discretion without notice) to delete, move or edit the Messages (or an individual message) and to terminate your access to the discussion groups and you waive any moral and intellectual rights that you may have in regard to the Messages.

You are solely responsible for the content of your message. You must comply with any rules posted by Portable Chunks on a discussion group and contained within these Terms and Conditions. The discussion groups are intended for the enjoyment of all participants - be it in a social context, for course support and guidance from peers or expressing concern or satisfaction about the learning experience. Bearing in mind the diversity of users - of all ages, from all backgrounds and cultures, we expect any participant who posts a message or a reply to do so in terms which will neither offend others nor be misinterpreted. Messages should therefore be constructive and well thought-out; and their content should be accurate and justified. Following the basic rules of netiquette, combined with the application of communications skills is sufficient to ensure that the discussion groups provide a valuable add-on to the learning experience.

Portable Chunks therefore reserves the right to remove, without prior consultation, messages that are considered to exceed acceptable use of the discussion groups - for example, the use of swear words, obscenities or innuendo (whether actual or implied via the use of acronyms and asterisks in words), those that appear to aim abuse or threats at an individual or which could be interpreted as offensive to individuals or groups of users.



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By submitting Messages to any discussion group you agree to indemnify and hold harmless Portable Chunks from all claims, costs and expenses (including legal expenses) arising out of any Messages posted or published by you that are in breach of this section.

You must bear all risk associated with your use of the discussion groups and should not rely on Messages in making (or refraining from making) any specific business or other decisions.

All contributors to the discussion groups will (where necessary) be identifiable by Portable Chunks.

By submitting Messages to any discussion group you are granting Portable Chunks a perpetual royalty free non-exclusive licence to reproduce the Message in whole or in part and in any form.

It is not possible for Portable Chunks to fully and effectively monitor (and Portable Chunks does not undertake to do so) whether Messages infringe third party rights. If you believe a Message infringes any legal rights that you may have, you should notify Portable Chunks immediately by contacting [info@portablegroup.com](mailto:info@portablegroup.com).

Portable Chunks does not accept responsibility for the retention of documents as required by law. We suggest that you print out and store all documents that you create.

Any systems that allow for the online retrieval of previously created documents should not be relied upon in the context of legal compliance for retention purposes.

### Privacy

Portable Chunks is committed to the privacy of its registered users. We will use our reasonable endeavours at all times to safeguard your personal information while providing a service tailored to meet your needs. Please refer to our privacy policy.

### Limitation of Liability

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE THAT **Portable Chunks** WILL NOT BE LIABLE TO YOU AND/OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Nothing in these Terms and Conditions excludes or limits the liability of Portable Chunks for death or personal injury caused by Portable Chunks negligence or for fraudulent misrepresentation.

We cannot warranty that the service will meet your needs. You accept that the service may be interrupted, either for reasons entirely beyond our control or for reasons of maintaining the service through essential maintenance of the server. We will not be held responsible for any interruption of service, for any reason whatsoever. Portable Chunks cannot be held responsible for those parts of the Internet infrastructure that are beyond its control.

Ultimately, Portable Chunks shall not in any event be liable to you for any delay or non-performance of the Services arising from any cause beyond our reasonable control or that of our Partner Organisations.

The Portable Chunks virtual learning service may not be compatible with your computer hardware or software and we cannot provide any warranty that it is. We suggest that you read the system requirements page before committing yourself to registering.

Portable Chunks reserve the right to terminate your registration in the event of any breach of agreement, abuse of the Service as described in these Terms & Conditions, and breaches of Portable Chunk's privacy or security policies.

### Jurisdiction

These Terms & Conditions shall be governed by, and construed in accordance with, the laws of England and Wales.

The parties irrevocably agree that the courts of England shall have non-exclusive jurisdiction to settle any dispute, which may arise out of, under, or in connection with these Terms & Conditions.

### Severability

If any term of this Agreement is held, by judicial decree or decision to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable.

### Indemnity

You agree to indemnify us from all or any liabilities, claims, expenses and damages that may arise as a result of your use of this web site.

### Our Customer Complaints Policy

We are committed to providing the highest quality standards in delivering the Service to our users. We aim to provide efficient and effective service and take a serious view of any problems that do arise. We aim to ensure that any complaints our users identify are dealt with quickly. If you have any cause for complaint with regard to the Service or any of the web site content please email us at this address: [info@portablechunks.com](mailto:info@portablechunks.com).



Certificate No.1291/97



INVESTORS IN PEOPLE



## TERMS AND CONDITIONS FOR BOOKING

### Training Booking Form Booking Procedure

To book a course, please call, email or check web to verify availability of places on your selected course. We will then make a provisional booking. To confirm the booking, please fill in and return your training booking form. Once we have received your written confirmation, we will then issue you with an invoice which must be paid within 30 days of the invoice date.

### Fees and Payment Terms

All prices are exclusive of VAT, which is chargeable at the rate current at the time of booking the course. The full fee including VAT, must be cleared, 7 working days before the start of the course (please make cheque payable to Portable Chunks Limited). The price includes tuition and course materials. The Portable Chunks reserve the right to charge interest on overdue accounts daily pro-rata at 2% over NatWest base lending rate.

### Substitutions, Transfers and Cancellations by the Customer

If cancellation takes place within 7 working days of the course start date, no refund can be made. Alternatively, a transfer made within 7 working days to another course will incur an additional 20% course transfer charge. No charge will be made for delegate name changes, provided the course and date remain the same.

### Cancellations by Portable

Should the situation arise where there are an insufficient number of delegates to run a particular course, we reserve the right to cancel or reschedule the course as necessary. In the event of a cancellation, Portable undertakes to provide reasonable notice (2 days) of the cancellation except in an emergency.

### Personal Belongings

Personal belongings and items belonging to or in the possession of the Customer or Delegate brought onto the training premises are the sole responsibility of the owner and Portable accepts no responsibility for such items.

### Extent of Services

The contents of this document are intended for general guidance only and do not form part of any contract. Whilst every effort has been made to ensure that the contents are correct, Portable reserves the right to make any reasonable variations to courses (including the content of the courses) or published prices, without notice. However, we will use reasonable efforts to ensure that the content, if altered, remains comparable with the published format. Portable cannot accept any liability to the Customer for consequential loss, loss of profits or goodwill, loss of data, business interruption or

economic loss resulting from the Customer's actions relative to the Course. Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by Portable shall be subject to correction without any liability on the part of Portable.

### Obligation of the Customer

In all cases the Customer undertakes to bring these terms and conditions to the attention of the Delegates and to ensure that Delegates attending a Course are suitably experienced to attend the Course in accordance with the published prerequisites.

### Copyright

Intellectual Property in all course materials (including software provided) belongs to Portable before the course shall remain the property of Portable after the course. The Customer agrees not to reproduce, sell, hire or otherwise distribute the course materials or allow them to be reproduced, sold hired or otherwise distributed. The Customer also agrees not to use the course materials except for the purpose of course reference.

