

Skills Forward Portal – Terms and Conditions of Use

1. What these Terms cover

These terms and conditions (**these Terms**) cover your use of the Skills Forward Portal (**Portal**). Please read these Terms carefully before using the Portal. These Terms give you important information, such as who we are, how we provide our services to you, how we make changes and what to do if there is a problem.

2. Who we are and how to contact us

The Portal is operated by Skills Forward, a company registered in England and Wales with company number 05440652 and whose registered office is at Q6, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8BT.

You can contact us using the details below, or by post using the above postal address:

Contact email: info@skillsforward.co.uk

Contact phone: 0300 102 1023

3. By using the Portal you accept these Terms

By using the Portal, you confirm that you accept these Terms and you agree to follow the rules set out in these Terms.

The Portal Privacy Policy (www.skillsforward.co.uk/privacy) and Cookies Policy (www.skillsforward.co.uk/privacy) also apply when you use the Portal. Please read these carefully, as they provide information about how your personal information will be used and your rights.

If you do not agree to any of the above, you should not use the Portal.

4. We may make changes

We may change these Terms from time to time so you should check them regularly. For example, we may change these Terms to reflect changes in relevant laws and regulations.

We also may update and change the functionality of the Portal from time to time. For example, we may implement minor technical adjustments and improvements to address a security threat.

We will notify you of any significant changes and/or any changes that require an action from you. If you do not agree to any of these changes, you should stop using the Portal.

5. Who can use the Portal?

You can use the Portal if you have received access in one of the following categories:

- (a) **Admin User** – a user who receives access to the Portal for administrative purposes;
- (b) **Learner User** – a learner who receives access to the Portal in order to participate in training courses and benefit from other learning features of the Portal; or

- (c) **Teacher User** – a teacher who receives access to the Portal in order to deliver training courses via the Portal.

If you are under 13 years of age, you must have a parent or guardian's permission to use the Portal.

6. **Portal Access and availability**

Upon confirmation of your registration, you will be given an account. You should keep your log-in information confidential, and not allow anyone else to use your personal log-in details. If you have reason to suspect that anyone has access to your details, please let us know as soon as possible. We may temporarily or permanently disable your login information if we reasonably suspect it is being used by someone else.

We cannot guarantee that the Portal, or any content on it, will always be available or uninterrupted. We may need to restrict access for business and operational reasons (for example, if we find an error and need to fix it). We will try to give you notice if the Portal is not going to be available for an extended period of time.

7. **Acceptable Use Restrictions**

You must not use the Portal:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards specified in paragraph 12 below (Content standards);
- (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- (f) to transmit any material that is defamatory, offensive or otherwise objectionable in relation to the use of the Portal;
- (g) in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (h) to collect or harvest any information or data from the Portal or our systems or attempt to decipher any transmissions to or from the servers running the Portal;
- (i) to infringe our intellectual property rights or those of any third party in relation to the use of the Portal; and/or
- (j) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the

operation of any computer software or hardware, attempt to gain unauthorised access to our Portal, the server on which our Portal is stored or any server, computer or database connected to our Portal or to attack our Portal via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We reserve the right to report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them.

We reserve the right at our sole discretion to block, suspend or terminate without notice your access to the Portal if we reasonably believe that you are in breach of these Terms.

8. Accuracy

Whilst we aim to provide you with accurate information on the Portal, we are unable to guarantee, represent or warrant that the information and content made available by the users is accurate, verified, up to date or complete.

We accept no liability if you or any person or organisation relies on or uses the information and/or content published on our Portal.

9. Personal Information and Data Protection

Any personal information you provide to us, whether in the course of registration or during the course of accessing the Portal, will be handled in accordance with our Privacy Policy found at <https://www.SkillsForward.co.uk/privacy/>.

10. Our intellectual property

We are the owner or the licensee of all intellectual property in the Portal, the technology used by the Portal and any content offered through the Portal. Such intellectual property is protected by copyright laws and treaties around the world. All such rights are reserved.

When you use the Portal, you must not:

- (a) make alterations to, or modifications of, the whole or any part of the Portal, or permit the Portal or any part of it to be combined with, or become incorporated in, any other programs, website and/or materials;
- (b) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Portal or attempt to do any such thing except to the extent that (by virtue of section 296ZA of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Portal with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the Portal with another software program;
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

- (iii) is not used to create any software that is substantially similar to the Portal;
and
- (c) provide or otherwise make available the Portal in whole or in part (including object and source code), in any form to any person without prior written consent from us.

If you are a Learner User, you may download material from the Portal for your personal use only and if you are an Admin User or a Teacher User, you may download material made available by us or other users for such purposes as are compatible with your user type. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. In no event may you transmit, modify, publish, sell, or in any way commercially exploit any of the content on the Portal, including but not limited to graphics, trade marks, logos, designs, images or photographs from the Portal.

11. **User Content**

The Portal includes information and content published by us, but also content uploaded by other users (**User Content**).

If you upload any User Content, you agree to comply with the terms of use set out below at all times. Please let us know immediately if any of these rules are broken by you or other users, or if you have any concerns about any User Content, by contacting us at info@skillsforward.co.uk

When uploading User Content, you must:

- (a) ensure that the work is your own or you give credit to the original source;
- (b) not post or upload any User Content that is not appropriate or is otherwise in breach of these Terms, including the Content Standards specified in paragraph 12 below; or
- (c) not post or upload any personal information about other individuals (including pictures), where such content is intended to be made public or made available to other users.

We may moderate and review any User Content that is posted or uploaded to the Portal. However, we accept no responsibility for any User Content and reserve the right to remove/edit any User Content at any time.

You are wholly responsible for all User Content posted by you on the Portal (including but not limited to messages sent via the Portal).

Any content you upload to our Portal will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant us and other users of the Portal a non-exclusive perpetual licence to use, store and copy that content and to distribute and make it available to third parties.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our Portal. We also have the right to disclose your identity to any third party if we reasonably believe their claim that any content posted or uploaded by you to our Portal constitutes a violation of their intellectual property rights, or of their right to privacy.

12. **User interactions**

Where you interact with other users via the Portal, those interactions are solely between you and the relevant user. Should any dispute arise between you, we will provide reasonable assistance to help you resolve the matter, but we will neither be liable to you, nor any other user.

We will assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our Portal, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Portal, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

13. **Content standards**

These content standards apply to any and all User Content which you contribute to our Portal, and to any interactive services associated with it.

Any User Content **must**:

- (a) be accurate (where it states facts);
- (b) be genuinely held (where it states opinions); and
- (c) comply with the law applicable in England and Wales and in any country from which it is posted.

User Content **must not**:

- (d) be defamatory of any person;
- (e) be obscene, offensive, hateful or inflammatory;
- (f) promote sexually explicit material;
- (g) promote violence;
- (h) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (i) infringe any copyright, database right or trade mark of any other person;
- (j) be likely to deceive any person;
- (k) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

- (l) promote any illegal activity;
- (m) be in contempt of court;
- (n) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (o) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (p) impersonate any person, or misrepresent your identity or affiliation with any person;
- (q) give the impression that the User Content emanates from Skills Forward, if this is not the case;
- (r) advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- (s) contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; and/or
- (t) contain any advertising or promote any services or web links to other sites.

14. **Linked sites**

We make no representations whatsoever about any other websites and portals. When you access any other website or portal through the Portal you understand that it is independent from us and that we have no control over that website or portal and can accept no responsibility in relation to its content, availability of that website or portal, the services offered through it, or the way you interact with it.

15. **Liability**

We cannot guarantee that the Portal will be uninterrupted or error-free, or that the Portal or your use of it will be free of viruses or harmful material. You are responsible for ensuring that your computer and computer system is suitable to use, and compatible with, the Portal.

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation), we are not legally responsible for:

- (a) losses that were not foreseeable to you and us when the contract was formed;
- (b) losses that were not caused by any breach on our part;
- (c) losses arising from third-party use of the Portal in contravention of these Terms; and
- (d) business losses including, but not limited to any loss of profit, loss of business, business interruption, or loss of business opportunity.

You are responsible for configuring your information technology, computer program and platform in order to access our Portal. You should use your own virus protection software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically

harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Portal or to your downloading of any content on it, or on any Portal linked to it.

16. **General**

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

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

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

If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

We may transfer our rights and obligations under these Terms to another organisation.

English law and the jurisdiction of the English Courts will apply to these Terms and conditions, save where you live in any other part of the United Kingdom, in which case the law and courts of that place shall apply.