

Portable Training Services Terms & Conditions

Terms and conditions

By using Portable Training Services or any other website owned or operated by Portable Training Services ('Portable Training Services website'), you agree to be bound by these Terms and Conditions of use. If you do not agree with this policy, please do not use the Portable Training Services website. We reserve the right to change these Terms and Conditions, in whole or in part, at any time with or without notice. You should always check these Terms and Conditions prior to using the Portable Training Services website. Your continued use of the Portable Training Services website following the posting of changes to these Terms and Conditions will signify your acceptance of those changes.

Restricted uses

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Bulletin board and e-mail

Portable Training Services may offer features such as bulletin boards or e-mail functions as part of the Portable Training Services website (referred to as 'Interactive Medium'). You may not submit any material that is unlawful, harmful, harassing, threatening, abusive, hateful, libellous, defamatory, obscene, pornographic, profane, vulgar, indecent, sexually explicit or otherwise objectionable that would constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable law. Please do not submit any material that is protected by copyright, patent, or other proprietary right without obtaining permission of the copyright or patent owner or right-holder. The Interactive Medium shall not be used for any commercial purposes. You will not submit any material to solicit funds or to promote, advertise, or solicit the sale of any goods or services. You are expressly prohibited from soliciting other guests of the Portable Training Services website to become members of any commercial online service or other organisation. Any information or material submitted by you to the Portable Training Services website through the Interactive Medium will be deemed non-proprietary and non-confidential, and may be used by Portable Training Services without restriction. Without limiting the foregoing, by offering any information or material through the Portable Training Services website (e.g. through chat, bulletin boards, e-mail, contests or otherwise), you grant to Portable Training Services the worldwide, perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, edit, publish, make derive works from and distribute such information or materials in any and all forms and media, now or hereafter discovered. Notwithstanding the foregoing, all personal data (e.g. name, address and telephone number) provided to Portable Training Services will be handled in accordance with Portable Training Services' Security and Privacy Statement. We reserve the right, in our sole discretion, to edit any submission, and to choose to include or not include such submission in the Interactive Medium. The Interactive Medium includes the opinions, statements and other content of third parties. We are not responsible for screening, monitoring or verifying such content, including such content's accuracy, reliability or compliance with copyright or other laws. Any opinions, statements or other content expressed by third parties are those of such third parties and not of Portable Training Services. Portable Training Services does not endorse any such opinion, statement or other material posted on or accessible through the Interactive Medium.

Intended audience

Unless otherwise specified, the materials in the site are presented solely for the purpose of promoting products available in the United Kingdom. Portable Training Services controls and operates this website from its offices located in the United Kingdom. Portable Training Services makes no representation that materials contained in this website

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Disclaimer

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Hyperlinks to or from other sites

Portable Training Services is not affiliated or associated with sponsors or producers of any third-party websites that hyperlink to or from the Portable Training Services websites. We explicitly disclaim any responsibility for the accuracy, content, or availability of information found on sites that link to or from the Portable Training Services websites from such third parties. We cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from the Portable Training Services websites, since these third-party sites are owned and operated by independent retailers. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy or reliability of, any of the information contained in such third-party sites. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party.

Limitation of liability

In no event shall Portable Training Services be liable for any direct, indirect, incidental, special or consequential damages, arising out of the use of or inability to use the Portable Training Services website, even if Portable Training Services or a Portable Training Services authorised representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall Portable Training Services' total liability to you for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you, if any, for using or accessing this site.

Indemnification

You will indemnify and hold Portable Training Services, and its subsidiaries, affiliates, directors, officers, agents, contractors or other partners, and employees, harmless from and against any claim or demand, including reasonable professional advisor's fees, made by any third party due to or arising out of material or information you submit, post to or transmit through a Interactive Medium, your use of the Portable Training Services website, your connection to the Portable Training Services website, your violation of the Terms and Conditions of Use, or your violation of any rights of another.

Miscellaneous

These Terms and Conditions of Use shall be governed by and construed in accordance with English law, without regard to its conflicts of laws principles. You agree that any lawsuit arising out of or relating to these Terms and Conditions of Use shall be filed only in the courts located in England and you hereby consent and submit to the jurisdiction of such courts for the purposes of litigating any such lawsuit. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

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Shop Online - acceptance of orders

The debit or credit card details you give to us will be validated before your order can be accepted. Once this is done, we will send you an e-mail to confirm that your order has been accepted. Our acceptance of your order brings about a legally binding agreement between us. All orders are subject to availability and if your order cannot be fulfilled our Substitution Policy comes into effect. Payment will be debited to your account before dispatch of your order. We accept payment by most debit or credit cards. All cardholders are subject to validation checks and authorisation by the card issuer. If your card issuer refuses to authorise payment we will not be liable for delay or non-delivery.

Shop Online - pricing

Portable Training Services has taken care to ensure prices shown in the Shop Online section of the website are accurate. However, prices may change from time to time and the correct price will be applied when you select an item, add it to your shopping basket and proceed to the checkout. Prices shown include, where applicable.

Shop Online - substitutions policy

In the event that the products you have ordered are not available, we will contact you as quickly as possible either by telephone, e-mail or post, depending on what information you have supplied to us and your preferred method of communication. We will ask you to select one of the following ways to proceed with your order: Accept an alternative product, which we have recommended because it is similar in style, properties, ingredients and price, as a substitute for the missing product. This product will then be added to your order in place of the unavailable item, and will be invoiced in its own right at its own price. Under the Portable Training Services guarantee, you can return a product only if there is medical proof of an allergic reaction. Allow the remainder of your order to be processed and despatched, including payment for the missing product. As soon as the product comes into stock, it will be sent to you separately, free of delivery charge. Cancel the missing product from your order and allow the remainder of your items to be processed and despatched as normal. If we have been unable to make contact with you to allow you to make this decision, we will cancel the product from your order and you will receive the balance of your order as normal. The invoice that accompanies this delivery will explain what action has been taken.

Privacy Policy

Portable Training Services is committed to protecting the privacy of every individual who visits our website, communicates with us or purchases Portable Training Services products online. The information you give to us is used to process your orders and to provide you with an efficient and personal shopping experience.

Our Privacy Policy helps you understand what information Portable Training Services will collect and how the information will be used.

We will collect and process your personal information in accordance with the Data Protection Act 1998 and any other applicable legislation as amended from time to time.

How we collect and use personal information

We will only collect personal information from you if you specifically and knowingly provided such information to us for example:-

- to send you a brochure
- to put you in contact with a local Representative, Sales Leader or Area Manager
- to fulfil an order or provide you with your account details
- when you purchase Portable Training Services products through the Website
- when you enter any competitions or prize draws that we advertise on the website
- when you request Portable Training Services to send e-mail or text communications with product information

If you use the internet ordering system, whether as a direct customer, Representative or Sales Leader, we will identify you and keep a record of any transactions undertaken through that system. This information is used to manage your

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account and process any orders you make.

In some instances your personal data may be transmitted to any of our associate companies around the world.

Sharing of information with third parties

To fulfil your requirements we may need to give essential personal details to a third party, for example, our delivery agents. We may also use the information we collect to notify you about new products and special offers we think you'll be interested in, important changes to the website, or for other marketing purposes we think would interest you.

Using your personal information

If you provide us with personal information, we may retain and use the information for the following purpose:

- to store and process the information to better understand your needs and how we can improve our products and services;
- to retain the information about your previous purchases in order to customise our website services for your future visits to the site;
- to use your e-mail address or mobile telephone number to send you information about new products, special offers and other items of interest;
- to retain certain information for invoicing and delivery purposes.

Wherever you provide personal information about yourself you will see the 'information padlock' symbol. This is an official symbol of the Data Protection Commissioner/National Consumer Council, and it is there to alert you to the fact that your information is being collected. (You can click on the symbol at any time to return to this page for more information.)

All your data will be stored securely for the duration of your relationship with us and for 2 years thereafter.

Sharing of information with third parties

If you become a customer, Representative or Sales Leader we may need to give essential personal details to an authorised third party. Examples include fulfilling orders, carrying out surveys, delivery of your orders, analysing data, marketing assistance, processing credit card payments, credit reference checking and providing general customer service. We may also use the information to notify you about new products and special offers we think you'll be interested in, important changes to the website, or for other marketing purposes we think would interest you.

We may also provide your personal information to authorised third parties if we are under a legal obligation to do so or in order to enforce or apply our Terms and Conditions.

We may also transfer some of your personal details to any other company within Portable Training Services' group and business contacts located in other countries outside of the European Economic Area including the United States even where the country or territory in question does not maintain the same standards of data protection as within the European Union.

How we protect your information

We are aware that you may be concerned about the privacy and confidentiality of your personal information, including credit card and delivery address information; therefore we have taken precautions to ensure that this information is safe and secure. If you are registered with us, your online account information is protected by a password chosen by you. Access to your online account requires your username and password and we recommend that you do not disclose this information to any other person.

Portable Training Services take the security of your data very seriously as such some of our Website is protected using a technology called Secure Sockets Layer (SSL). On these pages your personal information is automatically encrypted before being sent over the internet. (You should note that the device you use to connect to the internet

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must be equipped with Microsoft Internet Explorer 4 (or later) or Netscape Navigator 4 (or later) in order to use this technology.) Your data is then stored securely for the duration of your relationship with us and for 2 years thereafter.

Cookie policy

Use of Cookies on our site.

A cookie is a text-only string of information that a website transfers to the cookie file of the browser on your computer's hard disk so that the website can remember who you are. A cookie typically contains the name of the domain from which the cookie has come, the 'lifetime' of the cookie, and a value, which is usually a randomly generated unique number.

We use two types of cookies on our website:

Session Cookies - temporary cookies that remain in the cookie file of your browser until you leave the site.

Persistent cookies - remain in the cookie file of your browser for much longer (though how long will depend on the lifetime of the specific cookie).

Cookies can help a website to arrange content to match your preferred interests more quickly. Most major websites use cookies. Cookies cannot be used by themselves to identify you.

Use of Web Beacons

Some of our web pages may contain electronic images known as web beacons (sometimes known as clear gifs) that allow us to count users who have visited these pages.

Web beacons collect only information which includes a cookie number, time and date of a page view, and a description of the page on which the web beacon resides. We may also carry web beacons placed by third party advertisers. These beacons do not carry any personally identifiable information and are only used to track the effectiveness of a particular campaign.

Disabling/Enabling Cookies

You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to use all the interactive features of our site if cookies are disabled.

In order to change your browser settings for cookies, follow these instructions:

1. In your browser, select the Tools menu.
2. From the Tools menu, select Internet Options.
3. A dialogue box appears, select the Privacy tab.
4. Select the level of privacy you wish to set.
5. Click Apply and Ok.

Links to other sites

If you link to or from our website to an independently owned and operated third-party site we cannot ensure the protection of any personal information that you provide. Third-party sites may have their own privacy and data collection policies that are beyond our control. Any personal information that you provide to third-party sites will be regulated by their privacy policy, if they have one. Portable Training Services can assume no responsibility or liability whatsoever for the practices, actions or policies of these third-party sites, and cannot be responsible for the content or privacy practices of such sites.

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How you can help protect yourself when ordering online

No data transmission over the internet will be 100% secure. While we take steps to protect your personal information, we cannot guarantee the security of any information you transmit to us and you do so at your own risk. Upon receiving your transmission, we make commercially reasonable efforts to ensure its security on our systems. You are ultimately responsible for maintaining the secrecy of your username, passwords and/or any account information.

Keep your information secret:

- do not let anyone else know your password
- never write your password down
- never e-mail your password - to us or to anyone else
- never let anyone see what you're keying in, especially in a public place
- always log-off when you've completed your transactions
- tell us immediately if you become aware of any potential security problem

Access to your information

You have a right to access any personal information we hold about you in accordance with the Data Protection Act 1998. In the event you wish to obtain copies of the information we hold you must write to the Data Controller enclosing a cheque in the sum of £10. Please address your correspondence to:

PORTABLE TRAINING SERVICES LIMITED
113 Gloucester Place
London W1U 6JR,
England,
UK

Acceptance of these terms

By using this website, you agree to this Privacy and Security Statement. If you do not agree to this policy, please do not use the website. Portable Training Services reserves the right to change this policy at any time. Your continued use of the Portable Training Services website following the posting of changes to our Privacy and Security Policy will signify your acceptance of those changes.

Portable Training Services (referred to as 'Portable Training Services', 'portabletrainingservices.com', 'we', 'us' and 'our') has written this Privacy and Security Statement which will apply to your use of PortableTrainingServices.com, or any other website owned or operated by Portable Training Services ('Portable Training Services websites').