



**SPECIFIC CONDITIONS X6 – COMMUNITY LEARNING PORTAL SERVICES**

These Specific Conditions govern the Community Learning Portal Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the "Conditions"), which shall be deemed to be incorporated into the Contract for the performance of any Community Learning Portal Services performed under these Specific Conditions.

**1 DEFINITIONS**

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
  - "Course Content" means media content provided by the Company to the Customer for the purposes of training End Users;
  - "Licence" means a licence to access and use the Training Hub granted by the Company to the Customer for the Licence Duration;
  - "Licence Duration" means the length of time in days that the Licence will be active as specified in the Order Form;
  - "Licence Expiry Date" means the last date that access to the Training Hub will be provided to the Customer;
  - "Service Desk" means the service desk provided by the Company to act as the single point of contact for the Customer's Representatives;
  - "Training Hub" means the Company web portal used to access Course Content; and
  - "Community Learning Portal Services" means the Services provided by the Company to the Customer in accordance with these Specific Conditions.
- 1.2 All other capitalised terms used in these Specific Conditions, which are not defined above, shall have the meanings stated in the Conditions.

**2 COMMENCEMENT DATE AND TIME FOR PERFORMANCE**

- 2.1 The Commencement Date of the Community Learning Portal Services shall be the date specified as such in the Order Form or, if no date is specified, the date that the Licence is activated.
- 2.2 Notwithstanding paragraph 2.1, the Customer shall not be entitled to cancel or terminate any Community Learning Portal Services for convenience unless an express right to do so is set out in the Order Form. Any order for Community Learning Portal Services shall be binding on the Customer from the Commencement Date until the Licence Expiry Date.
- 2.3 The Company reserves the right to withdraw the Community Learning Portal Services at any time without notice.
- 2.4 The Company will use its reasonable endeavours to deliver the Community Learning Portal Services for the Licence Duration. For the avoidance of doubt, time shall not be of the essence and the Company otherwise accepts no liability for any failure to meet such time or period for performance.

**3 COMMUNITY LEARNING PORTAL SERVICES**

- 3.1 Where the Community Learning Portal Services are specified in the Order Form, the Company will provide the Community Learning Portal Services for the number of End Users and for the Licence Duration.
- 3.2 The parties shall agree the date of Licence activation, acting reasonably and in good faith.
- 3.3 End User access to the Training Hub will cease on the Licence Expiry Date.
- 3.4 The Company will provide a Service Desk for the purposes of:
  - 3.4.1 providing the End Users with advice and support in relation to logging in and navigating the Training Hub; and
  - 3.4.2 amending End User details set up in error.
- 3.5 No additional End Users can be included after the Licence has been activated.
- 3.6 The Company reserves the right to change the Course Content and update courses at any time without notice.

**4 CUSTOMER OBLIGATIONS**

- 4.1 The Customer shall:
  - 4.1.1 complete a templated list of End User details including title, full name and email address; and
  - 4.1.2 ensure that the End User has suitable internet access in order to make use of the Training Hub.

**5 CHARGES**

- 5.1 The Charges for the Community Learning Portal Services are as identified in the Order Form.
- 5.2 Where stated on the Order Form that the Charges for the Community Learning Portal Services will be invoiced in advance, the first invoice will be issued by the Company on or around the Commencement Date and annually thereafter.