

PANDA PORTFOLIOS LIMITED TERMS AND CONDITIONS

Introduction. Welcome to Panda Portfolios Limited ("Panda Portfolios," "we," or "us"). These terms and conditions outline the relationship between Panda Portfolios, trainees, and mentors. By using our services, you agree to abide by these terms.

Copyright Notice. Panda Portfolios Limited 14608237 is the copyright holder of the works produced by Panda Portfolios Limited. All rights reserved. No part of the publications may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the UK Copyright, Designs, and Patents Act 1988, without the prior permission of the author and publisher.

Agreement to Terms. By signing up for Panda Portfolios, you (the "Customer," "trainee," and/or "mentor") acknowledge and agree to the terms outlined in this document.

Panda Portfolios does not offer financing or credit options. Full payment is required to access the use of our services.

Panda Portfolios has a no refund policy. Upon payment, we will immediately begin the printing, the presentation, and administrative procedures to set up the customer's new portfolio. This includes the immediate search for their mentor.

Upon the login to start the process, the trainee agrees to a non-disclosure agreement regarding the copyright of the questionnaire and app software and agrees not to share them with anyone attempting to copy or complete a portfolio or to use them as a guide without signing up for themselves.

The trainee is responsible for ensuring the accuracy and truthfulness of the data input into the web-based questionnaire and for obtaining permission from homeowners/occupiers for taking photos on their premises.

The trainee is responsible for checking the quality of the photos before uploading and for ensuring that the photos submitted are solely of their own work. Panda Portfolios will not be held liable for any discrepancies or inaccuracies arising from erroneous data inputs by the trainee.

We recommend the trainee use their own electronic device/s to complete the questionnaire on the web-based app.

The trainee is expected to follow the "Trainee Guide and Code of Conduct" while working with their assigned mentor.

The mentor is expected to follow the "Mentor Guide" while working with their assigned trainee.

The mentor and trainee is responsible for their and others health and safety while working on site.

Panda Portfolios are not responsible for any public liability insurance cover of either party. The mentor and trainee are responsible to discuss and arrange any insurances required for on-site experience.

The mentor is responsible for ensuring that the student has the necessary tools, equipment, and materials for the completion of their portfolio.

The mentor is responsible for ensuring that the student's work meets industry standards and guidelines.

The mentor is responsible for providing guidance and instruction to the student in the completion of their portfolio.

Panda portfolios will only pay out to mentors for the required quantity of jobs required by the trainee, no further jobs outside of these quantities will be compensated.

Panda portfolios will not recognize any payment due to mentors unless the trainee has completed every part of data and the mentor has approved each completed job.

Anyone found trying to manipulate either party or the system requirements will be locked out of using the system permanently.

Any mentor discovered without valid gas safe registration during the time of approving or signing a portfolio will be reported to gas safe.

Panda portfolios will endeavor to make payments due to mentors every 14 days, in times of high volume this could time could increase.

Panda portfolios have no part in any trainee's career going forward.

During the portfolio build and on-site experience, Panda portfolios have no liability or interests for any payments or side employment offers or roles between the mentor and trainees, or any party for that matter.

Panda Portfolios is not responsible for any delays to the trainee's portfolio due to technical issues with the software or server downtime. Maintenance may occasionally be required on the software and servers.

Panda Portfolios is not required to provide smart devices for the trainee to complete the web-based questionnaire. This app can be completed with our printed "work experience sheets" (under resources), a pen, and a camera.

Panda Portfolios has provided the "resources" section within the app; this includes guides and "work experience sheets" to help trainees and mentors on-site and off-site. All jobs carried out ultimately must be in accordance with the manufacturer's instructions including but not limited to; installations, servicing, repairs, commissioning of gas appliances.

Panda Portfolios is not required to provide the trainee with a work placement or any jobs to complete their portfolio. This calendar is solely agreed between trainees and mentors, and Panda Portfolios have no part in these arrangements.

Panda portfolios do not take responsibility for any timeframes or deadlines that are required by the trainee or their assessor/tutor.

The trainee's portfolio will be assembled by Panda Portfolios as the submitted data is received through the web-based app.

Panda portfolios will only provide an issued portfolio in our standard format. No format will be altered to suit any requests. Please check with your awarding body or assessor/tutor that trainees are free to present their portfolios in our bespoke Panda Portfolios layout and that their assessor/tutor does not require a completed portfolio in their layout/worksheet.

The trainee is responsible to ensure their matched mentor is qualified for the jobs they require of that mentor. In any case if the trainee is not satisfied with their original match, they can "find a new mentor" within the app search function.

The trainee's portfolio will not be issued by Panda Portfolios until it is 100% complete on the app progress bar. This includes each job being approved by their mentor.

The trainee is responsible to obtain their mentor's signature for each piece of work experience if this is required by their assessor/tutor.

Any Changes or amendments to a finalized portfolio will incur administrative costs priced upon application of each change required.

Panda Portfolios will make no suggestions for improvements or changes to the trainee's portfolio; therefore, we strongly recommend a final review with your mentor before selecting the print option. The final decision on its content lies with the trainee.

Panda portfolios are not liable for any deadlines, and no fast-track option is available to prioritize any completion of a portfolio.

Typically, a portfolio will be printed and delivered to the trainee's provided address (UK mainland only) within 28 days of selecting the print option within the web-based app. Occasionally, we may experience high completion volume, and this lead time could increase.

Panda Portfolios reserves the right to terminate any trainee or mentor access from the web-based app software if the student breaches the non-disclosure agreement or fails to follow the Code of Conducts outlined at the end of these terms and conditions.

These terms and conditions are subject to change at any time. The trainee and/or mentor are responsible for staying informed of any updates.

DISCLAIMER

Panda Portfolios makes no guarantees or warranties regarding the accuracy or completeness of the information provided in the web-based app, questionnaire, or portfolio.

Panda Portfolios is not responsible for any errors or omissions in the information provided.

Panda Portfolios is not responsible for any loss or damage resulting from the use of the web-based app, questionnaire, or portfolio.

Panda Portfolios is not responsible for the actions or inactions of the student or mentor.

Panda Portfolios is not responsible for the quality of the student's work or their ability to secure employment upon completion of their portfolio.

Photo Upload Disclaimer

By uploading photos to Panda Portfolios Limited, you agree to the following terms and conditions:

1. **Ownership:** You affirm that you own the rights to the photos you are uploading or have obtained permission from the rightful owner(s) to upload and use these photos on Panda Portfolios
2. **Privacy:** You understand that the photos you upload may contain personal information or details that you might consider private. You hereby consent to sharing these photos on Panda Portfolios and understand that they may be visible to other users of the app.
3. **Content Guidelines:** You agree not to upload any photos that are offensive, illegal, explicit, or violate the rights of any third party. Panda Portfolios reserves the right to remove any photos that violate these guidelines without prior notice.
4. **Usage Rights:** By uploading photos to Panda Portfolios, you grant Panda Portfolios a non-exclusive, royalty-free, worldwide license to use, modify, reproduce, distribute, and display the photos for the purpose of providing and improving the app's services.
5. **Security:** Panda Portfolios takes security and privacy seriously. However, you acknowledge that no online platform is completely immune to security breaches. Panda Portfolios will take reasonable measures to protect your uploaded photos, but you upload them at your own risk.
6. **Data Storage:** Panda Portfolios may store your uploaded photos on its servers. While we strive to provide a secure environment, you understand that any online data storage carries inherent risks.
7. **Deletion:** You can delete your uploaded photos from Panda Portfolios at any time. However, please note that any photos shared with other users might still be accessible to them even after deletion.
8. **Changes to the Disclaimer:** Panda Portfolios reserves the right to update or modify this photo upload disclaimer at any time. You will be notified of any changes through the app or via email.

By uploading photos to Panda Portfolios, you acknowledge that you have read and understood this disclaimer and agree to be bound by its terms. If you do not agree with any part of this disclaimer, please do not upload photos to Panda Portfolios

If you have any questions about this disclaimer or the usage of your uploaded photos, please contact us at support@pandaportfolios.co.uk

Last updated: 17.08.2023

GOVERNING LAW

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.