

**Thomas International UK Limited
Standard Terms and Conditions for the Provision of Training Services and
Seminars**

I. Definitions

"Thomas"	Thomas International UK Limited registered in England and Wales as a limited company under company number 02518079 with registered office at 1st Floor, 18 Oxford Road, Marlow, Buckinghamshire, SL7 2NL
The "Buyer"	The person (whether a company, partnership, LLP, individual or other entity) contracting with Thomas for Training Services or Seminars.
An "Event"	includes a course, seminar or conference organised by Thomas
"In-House"	means an event organised by Thomas at the premises of, or premises organised by, the Buyer
A "delegate"	is any person who attends an event pursuant to an order placed by the Buyer
The "Fee"	is the price agreed for the delegates to attend the event (and is quoted, unless expressly stated otherwise, as being exclusive of VAT)

2. Services

- 2.1 These terms and conditions are supplemental to the Thomas Standard Terms and Conditions, a copy of which is available on request, or which is available on the Thomas web site "www.thomasinternational.net/TermsOfUse.aspx". Where there is any conflict between these terms and conditions and the Thomas Standard Terms and Conditions, these terms and conditions shall prevail.
- 2.2 Thomas agrees to allow the delegate or delegates named in the Buyer's order to attend the specified event subject to these terms and conditions and the Buyer paying the fee.

Materials and Copyright

- 2.3 Thomas or its licensor holds the copyright and database right in any delegate lists it may provide. When the Buyer is provided with them they are given only for the purposes of enabling the Buyer to identify fellow delegates. The Buyer is expressly prohibited from copying them or entering the data comprised in them onto a computer system and the Buyer agrees to comply in all respects with the Data Protection Act 1998 in respect of such data. In particular, the Buyer acknowledges that Thomas does not have the consent of the individuals for the names to be

disclosed to the Buyer for marketing purposes and that the Buyer is therefore not permitted to use or store the names for this purpose.

- 2.4 All books and materials supplied by Thomas are subject to copyright and other intellectual property rights and may not be copied, for any purpose, without express written permission from the copyright owner. Thomas tries to ensure that the information contained within the materials is accurate, but they are given as supporting material for events and are not a substitute for them. Information also tends to go out of date quickly. For this reason, the Buyer acknowledges that it should not rely on the contents of books or course materials provided by Thomas without verifying them.

3. Orders

Promotional material or advertising is not a contractual offer but is intended to give an indication of events that are in the planning stage. Accordingly, the agreement does not become binding until Thomas has accepted the Buyer's order (whether orally or in writing).

4. Description of Courses

- 4.1 Because of advances in business techniques and technology Thomas is constantly improving and refining its courses and seminars. For this reason, it cannot guarantee that any course or seminar covers all of the specific points referred to in its advertising or promotional literature or otherwise. The Buyer is advised to check if there are any specific points it wishes to see covered, whether or not the advertising or promotional literature refers to those points.
- 4.2 All public courses are non-residential and do not include overnight accommodation, but will include a midday meal, coffee and tea as appropriate.

5. Cancellation and Changes

- 5.1 Thomas may have to cancel a booking from time to time for a number of reasons. If it does so, it shall try to give as much notice as possible, and shall refund any money paid in respect of the cancelled course. Where a course is cancelled, Thomas shall normally give details of when and where Thomas is holding similar courses.
- 5.2 If a delegate fails to attend the Buyer will still be liable to pay the fee for that delegate.
- 5.3 The Buyer may make substitutions of delegates at any time without charge. Thomas cannot guarantee that any specific dietary requirements are catered for if given less than two weeks' notice. Note that some courses build on the knowledge obtained in previous courses, in which case attendance at the subsequent course is limited to those who have attended the previous course.

- 5.4 A Delegate may transfer from a booked course to another equivalent course, provided that there is space on the second course, and that the request is made more than 21 days prior to the date of the booked course. There will be no charge for the first such transfer for a Delegate. Subsequent transfers will incur a booking fee as set out below.
- 5.5 Where a transfer to another course is requested within 21 days of the booked course, or in cases of non-attendance where the delegate still wishes to be trained, or where the transfer is the second or subsequent transfer, a rebooking fee as specified below will be chargeable before the new course date is confirmed:
- 5.5.1 Transfer fee for one day course: £150 +VAT
- 5.5.2 Transfer fee for two day course: £200 +VAT

6. Speakers

If Thomas names specific speakers it will do its best to ensure that they appear at the event in question. Thomas reserves the right to make substitutions from time to time with other speakers of comparable quality.

7. In-House

- 7.1 If the Buyer requests Thomas to implement an In-House event, the provisions of this clause 8 apply in addition to the other terms and conditions
- 7.2 Provision of Equipment and Location
- 7.2.1 Thomas will agree the Location for the Event with the Buyer. If the Buyer wishes to change the Location, Thomas may at its option cancel the Event without any liability to the Buyer, or charge additional expenses reasonably incurred (for example, travel and accommodation expenses) as a result of the change. If Thomas exercises its right to cancel, the Buyer will be liable for any of Thomas's out-of-pocket expenses which it cannot recover.
- 7.2.2 Unless agreed otherwise in writing, the Buyer will be responsible for ensuring that the location is suitable for the Event, and will arrange refreshments (including midday meal) for delegates and speaker(s) and equipment. Thomas will give prior notification of the equipment required (for example, overhead projector, video projector, radio microphone and PA). In the absence of prior notification, the Buyer shall provide a video data projector with a six foot screen, and two flipcharts with stands.
- 7.3 Delegates
- 7.3.1 The Buyer shall provide to Thomas a list of delegates to enable Thomas to dispatch joining instructions and course materials. The Buyer shall provide this list at least 14 days prior to the event, unless another time period has been specified by Thomas.

- 7.3.2 Thomas may limit numbers of delegates to the number agreed (for example, because the event is a workshop which has been structured for a particular number of delegates, or because to allow extra delegates would dilute the utility of the event for the other delegates).
- 7.3.3 On occasion, Thomas may permit extra delegates to attend on the day of the event, in which case it shall invoice the Buyer for the extra delegates on a proportionate basis (in which case the Buyer may make one extra copy of the delegate materials for each extra delegate at its own expense, and subject to the licence restrictions contained within clause 0).
- 7.3.4 There will be no reduction in the fee if fewer than the agreed number of delegates appear on the day of an event. There will usually be no reduction in the fee for a reduced number of delegates although with sufficient notice Thomas may, at its absolute discretion, be prepared to consider a reduction in the fee or a rescheduling or restructuring of the event. If the Buyer wishes to cancel a booked event, the cancellation charge referred to in clause 7.3.5 below applies.
- 7.3.5 If, within 21 days of the date of the event, the Buyer wishes to cancel, or change the date of the event, Thomas will charge the following administration fee:
- 7.3.5.1 For a one day course: £500 + VAT
 - 7.3.5.2 For a two day course: £750 + VAT

8. Accommodation and Transport Offers

From time to time Thomas may pass details to the Buyer of reduced accommodation or transport offers ("Offers") in conjunction with hotel or transport companies. Other than the fact that at the time the Offers were published, Thomas believed that they were (subject to availability) genuinely open to Buyers, Thomas makes no representations of whatever sort about any such offers. If the Buyer takes advantage of the offers, it contracts directly with the company in question and any queries or difficulties should be directed at them. Thomas is not an agent of any such companies, nor is it in partnership with them.

9. Car Parking and Transport

Where Thomas provides events other than In-House events it will usually provide information about transport and car-parking. However, these details are the best understanding of Thomas at the time it published the details and the Buyer is strongly advised to telephone the venue in question to check that the transport referred to or car parking will be available.

10. Catering and Special Needs

- 10.1 Where Thomas has agreed to arrange catering at an event, the Buyer must give at least two weeks' notice if any delegate has specific dietary requirements, failing which Thomas may be unable to cater accordingly.
- 10.2 Thomas strives to ensure that any location chosen for an event is as accessible as possible. If, however, any delegate has special needs relating to accessibility or other aspects of the event the Buyer must give at least two weeks' notice to enable Thomas to prepare any appropriate resources. The Buyer will meet the cost of any such resources where these are not taken into account in the quotation.

11. Location

On occasion, Thomas may be obliged to change the location of a specified event. It shall give the Buyer as much notice as possible and shall ensure that the new location is of a similar or better standard to the old one, and that it is located not far from the original venue.

12. Payment

- 12.1 The Buyer must pass on payment with order. Where cleared payment has not been received by the date of an event, Thomas may refuse delegates entry, although the full charge for that delegate remains payable.

24th May 2011, revised 9th December 2017

Thomas International UK Limited
1st Floor, 18 Oxford Road
Marlow, Bucks, SI7 2NL

info@thomas.co.uk
t: 01628 475366