

Full Terms and Conditions:

1. Interpretation

In these terms and conditions:

- **"Agreement"** means the agreement for Thatcham to provide services to the Client as set out in the Order and the Conditions;
- **"Conditions"** shall mean these terms and conditions;
- **"Client"** means the party to whom or which Thatcham has agreed to provide the Services;
- **"Client's Materials"** means the documents and/or other materials referred to in clause 2.3;
- **"Order"** means the written quotation issued by Thatcham to the Client or in absence of a written quotation the written correspondence between Thatcham and the Client in respect of the Services;
- **"Training"** means the training, that Thatcham has agreed to supply to the Client as set out in Schedule One;
- **"Training Materials"** the training material provided by Thatcham to the delegates attending the Training;
- **"Thatcham"** means The Motor Insurance Repair Research Centre a company limited by guarantee, registered in England and with its principal place of business at Colthrop Way, Thatcham, Berkshire RG19 4NR;
- **"Correspondence Address"** means the correspondence address of Thatcham which shall be Colthrop Way, Thatcham, Berkshire RG19 4NR;

2. Supply of Training

- All Training supplied by Thatcham to the Client shall be supplied subject to these Conditions. Any changes or additions to the Training or the Conditions must be agreed in writing between an authorised officer of Thatcham and the Client.
- Thatcham shall supply the Training in accordance with the Order subject to these Conditions. In the event of any conflict between the Order and these Conditions, these Conditions shall apply.
- Where the Order or Schedule One sets out details of documents, materials and equipment to be provided by the Client they will be delivered promptly prior to the date specified.
- Where Training is to be provided at the Client's premises or other location specified by the Client, the Client shall be responsible for ensuring that the premises or location does have the necessary facilities as specified by Thatcham in the Order or in Schedule One to ensure that the Training can be adequately provided.
- If an insufficient number of bookings are received for any course, Thatcham reserves the right to cancel that course and either offer an alternative date, or to refund any pre-paid fees in full.
- The Client shall provide Thatcham with a list of all the delegates who will be attending the Training at least two week before any scheduled Training ensuring the notification and attendance of delegates at scheduled Training events shall remain the sole responsibility of the Client.
- The Client is responsible for ensuring that each delegate has a suitable level of skill and competence to participate in the Training. Thatcham does not accept any responsibility for delegates that fail the Training due to having an inadequate or inappropriate background or skill level for the Training.

3. Payment and Charges

- The Client shall pay any amounts payable to Thatcham as set out in Schedule Two in accordance with these Conditions promptly without deduction, withholding or set-off.
- If any deduction or withholdings are due to be made from any fees, the Client shall be obliged to pay Thatcham such sum as well after the deduction of withholding has been made, equal to the amount due to be paid to Thatcham in the absence of any requirement to make a deduction or withholding.
- All fees for Training must be paid in advance at time of booking, excepting where Schedule Two grants credit terms to the Client in which event payment shall be made 30 days from date of invoice.
- Thatcham shall have the right to charge daily compound interest at the annual rate of 4% above the base rate from time to time of Bank of Scotland plc upon any sums due but unpaid both before as well as after judgement.

4. Warranty and Limitation of Liability

- Thatcham warrants to the Client that the Training will be provided using reasonable skill and care and as far as reasonably possible at the times referred to in Schedule Two.
- Where Thatcham supplies any goods in connection with the Training, Thatcham does not give any warranty as to their quality or fitness, but will, where it is able, assign to the Client the benefit of any warranty given by the supplier.
- Thatcham shall have no liability to the Client for any loss or other claims arising from any Client's Materials or instructions supplied by the Client which are incomplete, incorrect, and inaccurate or their non-arrival or any other fault of the Client.
- Except in respect of death or personal injury caused by Thatcham's negligence, or as expressly provided in these Conditions, Thatcham shall not be liable to the Client for any losses, damages, costs or other liabilities of the Client whether direct or indirect or consequential including but not limited to any loss of profit or other economic losses which arise out of or in connection with the Training and the Client shall indemnify and keep indemnified Thatcham against claims made by third parties in respect of any such loss or damage. The aggregate liability of Thatcham (except in the case of death or personal injury referred to above) arising as a result of the Agreement shall not exceed the amount paid by the Client to Thatcham in respect of the Training from which the liability arose.
- Thatcham shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing or any failure to perform any of Thatcham's obligations in relation to the Training, if the delay or failure was due to any cause beyond its reasonable control.

5. Intellectual Property

- Any intellectual property rights including copyright arising from or in connection with the Training, for example copyright in the Training Materials, shall, unless otherwise agreed in writing with the Client, belong to Thatcham.
- The Client shall not reproduce part or all of the Training Materials nor replicate any part of the Training in any form or for any purpose without the prior permission of Thatcham. The re-distribution, re-publication or other making available of the Training Materials to third parties is prohibited.
- The Client agrees that if it is in breach of the provision of this clause, it shall indemnify Thatcham for any actual or alleged infringement of any intellectual property right including without limitation trademarks, copyright, and misappropriation of trade secrets or any similar property rights.
- The Client agrees to procure the compliance of its employees and sub-contractors with the provisions of this clause 5.

6. Termination

- Either Thatcham or the Client may at any time (without limiting any other remedy) terminate this agreement by giving written notice to the other if the other commits any breach of these Conditions and (if capable or remedy) fails to remedy the breach within 21 days of being required by written notice to do so, or if the other goes into liquidation, bankruptcy, receivership, administration or proposes any voluntary arrangements with creditors.
- Notwithstanding termination of this Agreement the provisions of clauses 3, 4.3, 4.4, 4.5, 5 and 7 shall continue to apply.

7. Cancellation Charges

- In the event that the Client cancels (by written notice to Thatcham) a confirmed booking with Thatcham, or fails to attend a booked course or program of training, or has personnel who fail to attend a booked course or program of training, the following cancellation charges will apply:
 - If such notice is delivered less than 4 weeks before commencement of the course or program of training, or in the event the Client fails to attend a course without prior notice, or has personnel who fail to attend a course without prior notice, the Client shall pay to Thatcham the full course fee; including the costs of any ancillary training service provision; or
 - If such notice is delivered more than 4 weeks before commencement of the course or program of training, the Client shall pay to Thatcham an administration charge of £50 per person per course; and in any event the Client shall pay the full costs for any associated ancillary training service provision.
- An administration charge of £75 per person per course may be levied if a course is rescheduled at the Client's request within 4 weeks of commencement of any course or program of training.
- In the event that the Client re-books the cancelled course on an alternative date at the time of cancellation, and provided that more than 4 weeks notice of cancellation has been given, Thatcham may in its absolute discretion waive or adjust any cancellation fee or administration charge.
- Subject to set-off by Thatcham of any amounts owing to Thatcham in accordance with the Agreement, in the event of cancellation, refunds will be given promptly in accordance with the above cancellation fee policy.

8. Confidentiality

- Neither Thatcham or the Client shall divulge or allow to be divulged to any person any confidential information which is identified as such to the other in writing by Thatcham or the Client and which is not in the public domain at the time of disclosure.

9. Governing Law

- This agreement shall be governed by the laws of England and Wales and any proceedings arising from it may be brought in the English courts. The submission by the parties to such jurisdiction shall not limit the right of Thatcham to commence any proceedings arising out of or in connection with the provision of the Training in any other jurisdiction it may consider appropriate.

10. Notices

- All notices hereunder shall be in writing and:
 - If given or made by letter sent by first class pre-paid post, and if applicable, by airmail, shall be deemed to have been given 24 hours (in the case of domestic post) and 72 hours (in the case of airmail) after being posted and in proving such service it shall only be necessary to prove that the notice was properly addressed stamped and posted.
 - If given or made by facsimile transmission shall be deemed to have been given or made when sent unless the notice was sent after 5.00 pm on a business day or on a day other than a business day in which it shall be deemed to have been given or made a 9.00 am on the next business day of the addressee after it was sent.
 - Shall be given at the respective address of the other party or at such other address as the other party may have notified in writing as its address from time to time.

11. General

- Any failure by Thatcham to insist upon strict performance of these Terms and Conditions shall not be deemed a waiver of any of Thatcham's rights or remedies nor be deemed a waiver of any subsequent default by the Client.
- The invalidity in whole or in part of any clause in these Conditions shall not affect the validity of the remainder of the Clauses or these Conditions.