

Thatcham

Automotive Academy **course booking form**

Company details:

Company Name

Company Address

Postcode Fax

Telephone Mobile

Name for Confirmation

Email address – Contact

Purchase Order No

BSI Audit Date

Signature Date

Delegate details:

Name

Job Title

Course title required

Course Venue

Course Date Mobile *

Special Needs – Dietary

Special Needs – Literacy

Special Needs - Disabled

*Please tick for delegate to receive SMS text reminder

Where did you hear about Thatcham's Automotive Academy? (please tick)	Motor Press article <input type="checkbox"/>	Motor Press advert <input type="checkbox"/>	Web search <input type="checkbox"/>	Word of Mouth <input type="checkbox"/>	Newspaper <input type="checkbox"/>	Previous course <input type="checkbox"/>
Other (please state) <input type="text"/>						

I enclose a cheque for the TOTAL of £.....Payable to M.I.R.R.C.

OR Please debit my credit card: Visa MasterCard Switch

Card No.

(on reverse of card)

Expiry Date / Last 3 digits of security number Issue Number (where applicable)

Cardholder's Name:(Capitals Please)

Cardholder's Signature:

Company:

Contact:

Tel:Fax:

Address:

.....Postcode:

Signature:Date:

Thatcham is registered under the Data Protection Act 1998. Personal information supplied to Thatcham will be stored securely and used in relation to Thatcham's work. Full details of the purposes for which Thatcham processes personal information is in our Data Protection Register entry, which can be found on the Information Commissioner's website www.ico.gov.uk/ At no time will we divulge personal information to third parties without your consent. Participants may be contacted by letter or e-mail, with details of future events and publications organised or promoted by Thatcham, which may be of interest to you.

† Database mailing update forms are sent out periodically. These provide you with the opportunity to have your details amended or deleted from the database. If you do not wish to receive such further information please tick this box

Please retain this form as your master – you may then photocopy it as many times as you wish

Booking - Terms and Conditions

1. ALL COURSE & ATA FEES MUST BE PAID FOR AT THE TIME OF BOOKING – Payment must be made by credit card, BACS transfer or cheque. Thatcham will not process any request submitted **until** payment has been received, therefore delegate places are not final until the customer has received the confirmation (joining instructions) by e-mail from the Training Academy.
2. For current course cost and dates, please refer to the website.
3. Before booking your course, please ensure that you have read the course content, especially the 'Intended For' section, to ensure that the course will meet your training needs.
4. Please fax your completed booking form to the Training Co-ordinator - Thatcham (01635 868863) or Nuneaton (02476 347605)
5. Statutory health and safety equipment will be provided, with the exception of footwear.
6. The person providing the e-mail address in the box indicated will receive confirmation documents on behalf of the delegate.

Fees: The fees for your training course or ATA must be paid for at time of booking. The fee includes all written materials, lunch and refreshments. A VAT invoice and joining instructions will be sent to you acknowledging your booking. This includes a full statement of our terms and conditions and a venue location map.

Important note: This booking form constitutes a legally binding contract. It may be necessary, for reasons beyond the control of Thatcham, to change the content and timing of the programme, the date or the venue. In the unlikely event of the course being cancelled, Thatcham will automatically make a full refund but disclaim any further liability.

Registered office: The Motor Insurance Repair Research Centre, Colthrop Way, Thatcham, Berkshire, RG19 4NR Trading as Thatcham

Upon receipt of your booking form, Thatcham will issue e-mail confirmation paperwork to the address provided on this form.

Cancellations and Alterations

All cancellation notices and reschedule requests must be made in writing to Thatcham Academy.

If written cancellation notice is received more than 4 weeks (20 working days) prior to the start of a training course or assessment, the Client shall be refunded.

If written cancellation notice is received within 4 weeks (20 working days) of the start date of the course or assessment, the Client shall incur the cost as indicated below, depending on the amount of notice Thatcham have received.

Date of cancellation prior to course date % at full course fee

Over 20 working days before event - No Charge
15 working days but less than 20 - 25% of course fee
Over 5 days but less than 15 - 50% of course fee
5 days or less - 100% of course fee

Note: However, if a customer requests within 4 weeks (20 working days) of the original start date of the course or assessment, that a booking is re-scheduled to an alternative date, the Client shall incur an administration fee of £75 per person per course or assessment.

Accommodation

Should you require accommodation whilst attending a Thatcham course, a list of local hotels can be found on our website.

Returning your form

Please send your completed booking form to the relevant venue where the course will be conducted. All venues and course details are available online www.thatcham.org/training

IMI/ATA application form available online.

Please fax your completed booking form to:
Thatcham Fax: 01635 868863
or Nuneaton Fax: 02476 347605

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 and ATA's must be paid for at the time of booking. Once payment has been received an invoice will be raised acknowledging payment received and confirmation paperwork issued.
- 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.