

TRAINING SERVICES
SERVICE MODULE 4
VERSION: 3.0
VERSION DATE: 3RD APRIL 2023

Thomas and the Account Holder have entered into master terms and conditions for the provision to the Account Holder of certain solutions (the **"Master Agreement"**).

Pursuant to this Master Agreement, the Account Holder is entering into an Order for the purchase of specific Solutions, in respect of which these Service Module terms and conditions (the **"Service Module Terms"**) shall apply.

These Service Module Terms shall apply to the provision by Thomas of Training Services (as defined below) to the Account Holder. These Service Module Terms amend the terms of the Master Agreement, except that in the event of any conflict, ambiguity or inconsistency between the Order and these Service Module Terms, the terms of the applicable Order shall take precedence accordingly.

1. DEFINITIONS

1.1 Any reference to capitalised terms in these Service Module Terms will have the meaning given to them in the Master Agreement unless otherwise defined below.

"Delegate Lists" has the meaning set out in clause 3.1;

"Delegates" means the individuals who are due to attend a Training Event, and "Delegate" shall be interpreted accordingly;

"In-House Training Course" has the meaning set out in clause 2.5;

"In-House Transfer Fee" has the meaning set out in clause 4.2.2;

"Public Training Course" has the meaning set out in clause 2.4.1;

"Public Transfer Fee" has the meaning set out in clause 4.1.2;

"Training Course" means a course organised by Thomas to provide Training Services and which shall include In-House Training Courses Public Training Courses and training courses supplied under a Subscription or a Platform Licence;

"Training Services" means any training provided by Thomas to the Account Holder in respect of any Solution(s) and which shall include the provision by Thomas of any Training Course; which may or may not lead to Thomas accreditation or certification; and

"Training Services Documentation" has the meaning set out in clause 3.2.

2. TRAINING SERVICES

2.1 In addition to the disclaimers set out in clause 13.2 (Disclaimers) of the Master Agreement, and except to the extent prohibited by law, or to the extent any statutory rights apply and cannot be excluded, limited or waived, Thomas and its licensors disclaim all warranties:

2.1.1 that the Training Services Documentation are accurate and/or up to date;

2.1.2 that the Training Services will cover any or all of the specific points referred to in its advertising or promotional literature, or that such literature will always be accurate and/or up to date; and

2.1.3 in respect of any offers provided to the Account Holder.

2.2 Where Thomas names speakers for a particular Training Course, it will use reasonable endeavours to ensure that such speakers appear at such Training Course but Thomas reserves the right to make speaker substitutions from time to time with other speakers of comparable quality.

2.3 Where Thomas agrees with the Account Holder to arrange catering for a Training Course, the Account Holder must inform Thomas in writing if any Delegate(s) for the Training Course have any specific dietary requirements. If the Account Holder does not provide details of such dietary requirements, Thomas may be unable to provide catering for the affected Delegate(s).

2.4 Public Training Courses

2.4.1 As a part of the Training Services, Thomas may provide the Account Holder with training courses which may be attended by Delegates from one or more Account Holders (each a "Public Training Course"). These courses will be made available through cloud-based video conferencing services ("VCS") for example Zoom or Teams or such other platform as Thomas may determine from time to time.

2.4.2 It will be the responsibility of the Account Holder to ensure that each Delegate is able to access the VCS at the time the Public Training Course is taking place. Thomas will not be liable for any failure or delay by the Delegate in accessing the VCS.

2.4.3 Once the Account Holder has requested a Public Training Course Thomas shall: i) email confirmation that the Training Course has been reserved for the agreed date and the relevant Training Course details; ii) subject to clause 6.2 an email will be sent out to every Delegate on the Delegate List containing a Link to complete the relevant assessment; iii) within one week of the date for the Training Course each Delegate on the Delegate List will receive a calendar invitation which will include the VCS link and any relevant Training Services Documentation.

The day before the course each Delegate will be sent a copy of the assessment report.

- 2.4.4. Thomas may (at its sole discretion) change the VCS of a Public Training Course, provided that Thomas gives as much notice as is reasonably practicable and uses reasonable endeavours to ensure that the alternative VCS is of a similar or better standard to the initial VCS.

2.5 In-House Training Courses

- 2.5.1. As a part of the Training Services, Thomas may provide the Account Holder with training services which are provided solely to that Account Holder either at a venue to be arranged by the Account Holder or by VCS (each, an "In-House Training Course").

- 2.5.2. In respect of In-House Training Courses provided at the Account Holders' arranged venue:

- 2.5.2.1. The Account Holder shall source a venue for an In-House Training Course, which shall be notified to and agreed by Thomas at least fourteen (14) days prior to the applicable In-House Training Course. If the Account Holder wishes to change a previously agreed venue, Thomas may at its option:

- (a) cancel the In-House Training Course without any liability to the Account Holder; or
- (b) charge additional expenses reasonably incurred as a result of such change.

Where Thomas exercises its right to cancel an In-House Training Course in accordance with clause 2.5.2.1(a) above, and without prejudice to any other rights or remedies that Thomas may have, the Account Holder is liable to pay any of Thomas' out-of-pocket expenses which it cannot recover as a result of such cancellation; and

- 2.5.2.2. unless otherwise agreed in writing, the Account Holder is responsible for ensuring that the venue for the In-House Training Course is suitable (which shall, unless advised otherwise by Thomas be a u-shape or boardroom layout room), and will arrange:

- (a) appropriate refreshments and meals for Delegates and speaker(s); and
- (b) all required equipment to provide the Training Services, including (unless advised otherwise by Thomas) an LCD screen or a video data projector with a freestanding screen, a flipchart with stand and pens.

- 2.5.2.3. Unless agreed otherwise between the parties and subject to clause 2.5.2.4, at least fourteen (14) days prior to the In-House Training Course, the Account Holder shall provide to Thomas a list of Delegates who will be attending the In-House Training Course, including full name, role within the company, gender and email address.

- 2.5.2.4. Thomas may (at its sole discretion) limit numbers of Delegates who are authorised to attend the In-House Training Course. In respect of In-House Training Course provided via VCS, once the Account Holder has requested an In-House Training Course via VCS Thomas shall: i) email confirmation that the Training Course has been reserved for the agreed date and the relevant Training Course details; ii) subject to clause 6.2 an email will be sent out to every Delegate on the Delegate List containing a Link to complete the relevant assessment; iii) within one week of the date for the Training Course each Delegate on the Delegate List will receive a calendar invitation which will include the VCS link and any relevant Training Services Documentation.

3. TRAINING MATERIALS

- 3.1 Without prejudice to clauses 10 (Intellectual Property Rights), 5 (Licence Grant) and 8 (Data Protection) of the Master Agreement, in respect of any Delegate lists that Thomas may provide to the Account Holder with regard to any Training Courses ("**Delegate Lists**"), the Account Holder:

- 3.1.1. shall not copy such Delegate Lists or use such Delegate Lists other than for the Permitted Purpose;
- 3.1.2. shall not enter the data comprised in such Delegate Lists onto a computer system; and
- 3.1.3. acknowledges that Thomas may not have Delegate consent to disclose Delegate details to the Account Holder for marketing purposes and so the Account Holder shall not use or store such Delegate details for this purpose or for any other purpose (other than for the Permitted Purpose as may be set out in the Order Form).

- 3.2. Without prejudice to clauses 10 (Intellectual Property Rights), 5 (Licence Grant) and 8 (Data Protection) of the Master Agreement, in respect of any books and all other materials supplied by Thomas in connection with the Training Services ("**Training Services Documentation**") the Account Holder shall not copy any such Training Services Documentation for any purpose without the express prior written permission from the copyright owner of such Training Services Documentation.

4. TRANSFERS AND CHANGES

4.1. Public Training Courses

- 4.1.1. The Account Holder can transfer a Delegate from one Public Training Course to another Public Training Course date without additional charge, provided that:

- 4.1.1.1. there is sufficient space on the replacement Public Training Course;
- 4.1.1.2. no previous similar requests have been made in respect of the particular Delegate; and
- 4.1.1.3. the request is made more than thirty (30) days prior to the date of both the originally booked Public Training Course and the replacement Public Training Course.

4.1.2. Where the Account Holder makes a request to transfer a Delegate from one Public Training Course to another Public Training Course which is not permitted by clause 4.1.1, the following transfer fee(s) ("Public Transfer Fee") shall apply:

Public Transfer Fee	
14 days or less notice from the date of the originally booked Public Training Course	100% of the total Fee payable for the transferring Delegate
More than 14 and less than or equal to 30 days' notice from the date of the originally booked Public Training Course	50% of the total Fee payable for the transferring Delegate

4.2. In House Training Courses

4.2.1. The Account Holder can change the date of an In-House Training Course without additional charge, provided that the request is made more than thirty (30) days prior to the date of both the originally booked In-House Training Course and the replacement In-House Training Course.

4.2.2. Where the Account Holder makes a request to change the date of an In-House Training Course which is not permitted by clause 4.2.1, the following transfer fee(s) ("In-House Transfer Fee") shall apply:

Transfer fee	
14 days or less notice from the date of the originally booked In-House Training Course	100% of the total Fee
More than 14 and less than or equal to 30 days notice from the date of the originally booked In-House Training Course	50% of the total Fee

4.3. For the avoidance of doubt, unless and to the extent permitted by this clause 4 or otherwise agreed by Thomas, if fewer than the agreed number of Delegates attend a Training Course:

4.3.1. where the Training Course is a Public Training Course, the entire Fee per Delegate that fails to attend; or

4.3.2. where the Training Course is an In-House Training Course, the entire relevant Fee for such failure to attend.

4.4. All Training Courses are provided on a "use it or lose it" basis and must be taken within 90 ninety days from becoming available to book ("Training Period"). Any Training Courses not used within the Training Period will no longer be available for booking or use and there will be no entitlement to any refund of Fees.

5. TERMINATION AND CANCELLATION

5.1. Without prejudice to either party's rights under clause 16.2 (Termination) of the Master Agreement, Thomas may terminate these Service Module Terms and any Order for Training Services at any time (including any Training Course), provided that Thomas shall:

5.1.1. provide as much notice to the Account Holder as is reasonably possible in the circumstances;

5.1.2. refund any Fees paid in advance by the Account Holder in respect of such Training Services; and

5.1.3. use reasonable endeavours to provide details of similar training courses that Thomas is due to hold to the Account Holder.

5.2. For the avoidance of doubt, except as may be permitted under clause 16.2 (Termination) of the Master Agreement the Account Holder is not permitted to terminate these Service Module Terms or any Order for Training Services, or to cancel any Order for Training Services (including any Training Course). In the event that any Delegate fails to attend a Training Course, the Account Holder will remain liable to pay the full Fee pertaining to such Training Course in respect of such Delegate.

6. FEES

6.1. Unless and to the extent otherwise set out in an Order, the Fees for the Training Services shall be calculated as follows:

6.1.1. the Fees for each Training Course provided as part of Licensed Training Services shall be included within the applicable Platform Licence Fee;

6.1.2. the Fees for each Training Course provided as part of a Subscription shall be included within the applicable Subscription Fee;

6.1.3. the Fees for all other Training Services shall be charged as a fixed fee per Training Course in accordance with Thomas' price list as at the date of the Order, except where any such Training Services are complementary in which they will be provided to the Account Holder free of charge. Any complementary Training Services will be identified as such on the Order form.

6.2. All Training Courses must be paid for in full by the Account Holder before links are sent out to Delegates as mentioned in clause 2.4.3 and clause 2.5.2.4 above.