

SERVICE MODULE 4

TRAINING SERVICES

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

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.

“Bespoke Training Course” has the meaning set out in clause 2.6.1;

“Complementary Training Services” means Training Services which are provided to the Account Holder on a complementary basis, at Thomas’ sole discretion;

“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;

“Licensed Training Services” means Training Services which are provided to the Account Holder as a part of a Platform Licence and in accordance with Service Module 1 (Platform Licence Terms);

“Log-In Details” has the meaning set out in clause 2.7.1.1;

“Online Training Course” has the meaning set out in clause 2.7.1;

“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;

“Standalone Training Services” means Training Services which are provided to the Account Holder on a standalone basis and which are not:

- (a) Complementary Training Services or
- (b) provided as a part of any Licensed Training Services or any Subscription Training Services;

“Subscription Training Services” means Training Services which are provided to the Account Holder as a part of a Subscription and in accordance with Service Module 3 (Online Services - Subscription Terms);

“Training Course” means a course organised by Thomas to provide Training Services and which shall include In-House Training Courses, Public Training Courses, Bespoke Training Courses and Online Training Courses;

“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;

“Training Services Documentation” has the meaning set out in clause 3.2; and

“Validity Period” has the meaning set out in clause 2.7.1.2.

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 are provided at a venue chosen by Thomas (and which may not be an Account Holder premises) (each, a **“Public Training Course”**).

2.4.2 Public Training Courses are non-residential courses and do not include overnight accommodation, but will include a midday meal and hot drinks as appropriate.

2.4.3 In respect of Public Training Courses, Thomas:

2.4.3.1 shall use reasonable endeavours to ensure that any location chosen for a Public Training Course is suitably accessible, provided that the Account Holder shall provide Thomas with at least two (2) weeks' written notice of any special needs relating to accessibility for any Delegate(s) due to attend a Public Training Course, and provided that the Account Holder shall be liable to incur the cost of any resources required to cater for such special needs where these are not itemised in the applicable Order Form for such Public Training Course; and

2.4.3.2 may (at its sole discretion) change the location of a Public Training Course, provided that Thomas provides as much notice as is reasonably practicable and provided that Thomas uses reasonable endeavours to ensure that the new location is of a similar or better standard to the original location and which is within a reasonable distance of the original location.

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 in-house at an Account Holder premises (each, an **“In-House Training Course”**).

2.5.2 In respect of In-House Training Courses:

2.5.2.1 the Account Holder shall source a location 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 location, 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 location 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.

2.5.3 Unless agreed otherwise between the parties and subject to clause 2.5.4, at least fourteen (14) days prior to an 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.

2.5.4 Thomas may (at its sole discretion):

2.5.4.1 limit numbers of Delegates who are authorised to attend an In-House Training

Course; and/or

2.5.4.2 permit additional Delegates to attend an In-House Training Course on the day of the In-House Training Course, in which case Thomas shall invoice the Account Holder for any such additional Delegates on a proportionate basis.

2.5.5 The Account Holder is permitted to make substitutions of Delegates at In-House Training Courses at any time without additional charge, provided that the Account Holder acknowledges and agrees that:

2.5.5.1 Thomas may not be able to cater for specific dietary requirements of such substituted Delegates if Thomas has been provided with less than two (2) weeks' prior notice of such substitution; and

2.5.5.2 some In-House Training Courses require attendance at previous Training Events and substitutions are not permitted where the substituted Delegate has not attended such previous Training Course.

2.6 Bespoke Training Courses

2.6.1 As part of the Training Services, Thomas may provide the Account Holder with bespoke training courses (each, a **"Bespoke Training Course"**), whereby Thomas (or third parties on Thomas' behalf) agree to tailor the training to the requirements of the Account Holder as further set out in the relevant Order).

2.7 Online Training Courses

2.7.1 Subject to clause 2.7.2, and provided the Account Holder has the benefit of a valid Platform Licence and access to the Thomas Platform pursuant to Service Module 1 (Platform Licence Terms), as a part of the Training Services, Thomas may provide the Account Holder with access to online training courses (each, an **"Online Training Course"**), and whereby:

2.7.1.1 Thomas will provide log-in details to the Account Holder's nominated Platform User for access to the Online Training Course it has purchased (**"Log-In Details"**);

2.7.1.2 the Log-In Details will be valid for six (6) months from the date of order (**"Validity Period"**), during which time the Account Holder's nominated Platform User may have one attempt at completing the relevant Online Training Course;

2.7.1.3 unless otherwise agreed in the

relevant Order; the Log-In Details shall expire at the end of the Validity Period whether or not the Online Training Course has been completed or not;

2.7.1.4 except as set out in clause 2.7.1.56, an Online Training Course has no monetary value, is not redeemable on non-use, is not refundable or exchangeable in whole or in part and is not transferable to third parties;

2.7.1.5 the Account Holder shall procure that the relevant Platform User shall not share the Log-In Details to any third party (including to other Platform Users) and shall keep the Log-In Details secure and confidential at all times;

2.7.1.6 the Account Holder may at any time during the Validity Period, nominate an alternative Platform User to access the Online Training Course provided always that:

- (a) the Online Training Course has not previously been accessed or completed;
- (b) as soon as the Online Training Course has been started, the Account Holder shall not be entitled to nominate any other Platform User to take that same Online Training Course; and
- (c) the Account Holder informs Thomas that a new Platform User needs to be nominated to utilise the Online Training Course so that Thomas may arrange for alternative Log-In Details to be provided.

2.7.2 For the avoidance of doubt, any Account Holder without a current Platform Licence may not access any Online Training Course(s).

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) shall apply:

- 4.1.2.1** transfer fee for one day course: £150 plus VAT per Delegate; and
 - 4.1.2.2** transfer fee for two day course: £200 plus VAT per Delegate,
- (each, a “**Public Transfer Fee**”).

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) shall apply:

- 4.2.2.1** transfer fee for one day course: £500 +VAT; and
 - 4.2.2.2** transfer fee for two day course: £750 + VAT,
- (each, an “**In-House Transfer 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 any Training Course:

- 4.3.1** relating to Standalone Training Services, there will be no reduction in the Fee payable by the Account Holder;
- 4.3.2** relating to any other Training Services (including Licensed Training Services, Subscription Training Services or Complementary Training Services), the Account Holder will be liable to pay to Thomas:
 - 4.3.2.1** where the Training Course is a Public Training Course, the entire Fee per Delegate that fails to attend; or
 - 4.3.2.2** where the Training Course is an In-House Training Course, the entire relevant Fee for such failure to attend.

5. TERMINATION AND CANCELLATION

5.1 Without prejudice to either party’s rights under clause 18.2 (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 and clauses 5.3 and 5.4 of these Service Module Terms, 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.

5.3 If the Account Holder cancels an Order for Standalone Training Services (but excluding any Online Training Courses), the following cancellation fees shall apply, depending on the number of days prior to the applicable Training Course that Thomas receives notice of such cancellation, as set out in the table below.

Days Prior to the Training Course	Cancellation Fee
14 days or less	100% of the total Fee
More than 14 and less than or equal to 30 days	50% of the total Fee

For the avoidance of doubt, the Account Holder is permitted to cancel an Order for Standalone Training Services (but excluding any Online Training Courses) at no charge, where the cancellation is notified to Thomas more than thirty (30) days prior to the start date of the applicable Training Course

5.4 The Account Holder can cancel an Order for Licensed Training Services, Subscription Training Services or Complementary Training Services (but excluding any Online Training Courses) upon at least thirty (30) days' notice prior to the date of the applicable Training Course. If the Account Holder cancels an Order for Licensed Training Services, Subscription Training Services or Complementary Training Services within thirty (30) days' of the date of the applicable Training Course, the Account Holder will be liable to pay to Thomas:

5.4.1 where the Training Course is a Public Training Course, the Public Transfer Fee for cancellation of each relevant Order for Licensed Training Services, Subscription Training Services and/or Complementary Training Services (as may be applicable); or

5.4.2 where the Training Course is an In-House Training Course, the In-House Transfer Fee for cancellation of each relevant Order for Licensed Training Services, Subscription Training Services and/or Complementary Training Services (as may be applicable).

5.5 For the avoidance of doubt, the Account Holder is not

permitted under any circumstances to cancel an Order for Training Services relating to an Online Training Course.

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 Subscription Training Services shall be included within the applicable Subscription Fee; and

6.1.3 the Fees for each Training Course provided as part of Standalone 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 Standalone Training Services are also Complementary Training Services, which will be provided to the Account Holder free of charge.

6.2 Clause 7.3 (Fees and Payment) of the Master Agreement shall not apply in respect of Standalone Training Services and invoiced Fees for any such Standalone Training Services shall be due at any time prior to the date of the relevant Training Course to which they apply (the “**due date**”).