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## TERMS AND CONDITIONS OF TRAINING AND EDUCATION SERVICES

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### BACKGROUND:

This agreement applies as between you, the User of this Website, and Thrive, the owner of this Website. Your agreement to comply with and be bound by Clauses 1, 2, 4 – 9 and 14 – 24 of these Terms and Conditions is deemed to occur upon your first use of the Website. Clauses 3 and 10 – 13 apply only to the sale of Training and Education Services. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and Our acceptance of that offer is deemed to occur upon Our sending a confirmation email to you indicating that your order has been accepted.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Account”</b>	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Website;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
<b>“Facilities”</b>	means collectively any online facilities, tools, services or information that Thrive makes available through the Website either now or in the future;
<b>“Services”</b>	means the services available to you through this Website, specifically Training and Educational Services to Professionals
<b>“Payment Information”</b>	means any details required for the purchase of Services from this Website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
<b>“Premises”</b>	Means Our place(s) of business located at The Geoffrey Udall Centre, Beech Hill, Reading, RG7 2AT;
<b>“System”</b>	means any online communications infrastructure that Thrive makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>“User” / “Users”</b>	means any third party that accesses the Website and is not employed by Thrive and acting in the course of their employment;

<b>“Website”</b>	means the website that you are currently using <a href="http://www.thrive.org.uk">www.thrive.org.uk</a> and any sub-domains of this unless expressly excluded by their own terms and conditions; and
<b>“We/Us/Our”</b>	means Thrive, Register as The Society for Horticultural Therapy, Company Registration No 1415700 of The Geoffrey Udall Centre, Beech Hill, Reading, RG7 2AT

## 2. **Age Restrictions**

Persons under the age of 18 should use this Website only with the supervision of an Adult. Payment Information must be provided by or with the permission of an Adult.

## 3. **Business Customers**

These Terms and Conditions also apply to customers procuring Services in the course of business.

## 4. **Intellectual Property**

4.1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software, is the property of Thrive, Our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

4.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given Our express written permission to do so.

## 5. **Third Party Intellectual Property**

5.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

5.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

## 6. **Fair Use of Intellectual Property**

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

## 7. **Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Thrive or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## 8. **Links to this Website**

Those wishing to place a link to this Website on other sites may do so only to the home page of the site [www.thrive.org.uk](http://www.thrive.org.uk) without Our prior permission. Deep linking (i.e. links to specific pages within the site) requires Our express written permission.

## 9. **Use of Communications Facilities**

9.1 When using any System on the Website you should do so in accordance with the following rules. Failure to comply with these rules may result in your Account being suspended or closed:

9.1.1 You must not use obscene or vulgar language;

9.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

9.1.3 You must not submit Content that is intended to promote or incite violence;

9.1.4 It is advised that submissions are made using the English language(s) as We may be unable to respond to enquiries submitted in any other languages;

9.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

9.1.6 You must not impersonate other people, particularly employees and representatives of Thrive or Our affiliates; and

9.1.7 You must not use Our System for unauthorised mass-communication such as "spam" or "junk mail".

9.2 You acknowledge that Thrive reserves the right to monitor any and all communications made to Us or using Our System.

9.3 You acknowledge that Thrive may retain copies of any and all communications made to Us or using Our System.

9.4 You acknowledge that any information you send to Us through Our System may be modified by Us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon Our use of such information must be communicated to Us in advance and We reserve the right to reject such terms and associated information.

## 10. **Services, Pricing and Availability**

10.1 Whilst every effort has been made to ensure that all general descriptions of Services available from Thrive correspond to the actual Services that will be provided to you, We are not responsible for any variations from these descriptions as the exact nature of the Services may vary depending on your individual requirements and circumstances. This does not exclude Our liability for mistakes due to negligence on Our part and refers only to variations of the correct Services, not different Services altogether. Please refer to sub-Clause 11.7 for incorrect Services.

10.2 Where appropriate, you may be required to select the required Services.

10.3 We neither represent nor warrant that such Services will be available at all times and cannot necessarily confirm availability until confirming your Order. Availability indications are provided on the Website however such indications may not take into account orders that have been placed by others during your

visit to the Website.

- 10.4 All pricing information on the Website is correct at the time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary
- 10.5 In the event that prices are changed during the period between an order being placed for Services and Us processing that order and taking payment, Thrive will honour the lower price.
- 10.6 All prices on the Website exclude VAT. Thrive is not registered for VAT.
- 10.7 Full payment is required within 14 days of the commencement of the Services.

## **11. Orders and Provision of Services**

- 11.1 No part of this Website constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending to you an order confirmation email. Only once We have sent you an order confirmation email will there be a binding contract between Thrive and you.
- 11.2 Order confirmations under sub-Clause 11.1 will be sent to you before the Services begin and shall contain the following information:
  - 11.2.1 Confirmation of the Services ordered including full details of the main characteristics of those Services;
  - 11.2.2 Fully itemised pricing for the Services ordered including, where appropriate, taxes, delivery and other additional charges;
  - 11.2.3 Relevant times and dates for the provision of the Services;
- 11.3 If We, for any reason, do not accept your order, no payment shall be taken under normal circumstances. In any event, any sums paid by you in relation to that order will be refunded within 14 calendar days.
- 11.4 Payment for the Services shall be taken via your chosen payment method when the order is placed.
- 11.5 Provision of Services shall commence as indicated in the order confirmation. If the Services are to begin within 14 calendar days of Our acceptance of your order, at your express request, you will be required to expressly acknowledge that your statutory cancellation rights, detailed below in Clause 12, will be affected.
- 11.6 We shall use all Our reasonable endeavours to provide the Services with reasonable skill and care, commensurate with best trade practice.
- 11.7 In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact Us immediately to inform Us of the mistake. We will ensure that any necessary corrections are made within 14 days.
- 11.8 Additional terms and conditions may apply to the provision of certain Services. You will be asked to read and confirm your acceptance of any such terms and conditions when completing your Order.

## **12. Cancellation or Amendment to Services**

- 12.1 If you are a consumer based within the European Union, you have a statutory right to a “cooling off” period. This period begins once your order is confirmed and the contract between Thrive and you is formed and ends at the end of 14 calendar days after that date. If you change your mind about the Services

within this period and wish to cancel your order, please inform Us immediately by email at [training@thrive.org.uk](mailto:training@thrive.org.uk). Your right to cancel during the cooling off period is subject to the provisions of sub-Clause 12.2.

- 12.2 As specified in sub-Clause 11.5, if the Services are to begin within the cooling off period you are required to make an express request to that effect. This request forms a normal part of the ordering process. By requesting that the Services begin within the 14 calendar day cooling off period you acknowledge and agree to the following:
  - 12.2.1 If the Services are fully performed within the 14 calendar day cooling off period, you will lose your right to cancel after the Services are complete.
  - 12.2.2 If you cancel the Services after provision has begun but is not yet complete you will still be required to pay for the Services supplied up until the point at which you inform Us that you wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued within 14 calendar days after you inform Us that you wish to cancel.
- 12.3 Cancellation of Services after the 14 calendar day cooling off period has elapsed shall be subject to the specific terms governing those Services and may be subject to a minimum contract duration.
- 12.4 Subject to the Regulations and to the foregoing, if a request is made to amend services or to cancel services, the following fees may be applied:
- 12.5 In the case of request for transfer
  - 12.5.1 More than 4 weeks before commencement date: First transfer at no charge, subsequent transfer, 25% of amount charged
  - 12.5.2 Between 2-4 weeks before Commencement date: 25% of amount charged
  - 12.5.3 Less than 2 weeks before Commencement date: 50% of amount charged
- 12.6 In the case of cancellation:
  - 12.6.1 More than 4 weeks before commencement date: Full Refund
  - 12.6.2 Between 2-4 weeks before Commencement date: 50% of amount charged
  - 12.6.3 Less than 2 weeks before Commencement date: 100% of amount charged

### **13. Cancellation and Amendment of Courses by Thrive**

- 13.1 Courses have minimum required attendance levels and Thrive reserves the right to cancel or postpone the Course if the minimum required number of Participants has not been accepted for the Course.
- 13.2 Thrive also reserves the right to:
  - 13.2.1 change or amend the Course structure or content;
  - 13.2.2 change the Course venue.
- 13.3 Thrive will endeavor to inform Participants about cancellations, postponements, and amendments to the Course with as much notice as possible.
- 13.4 If the Course is cancelled by Thrive, Course Fees received by Thrive in respect of the Course will be refunded in full. This will be the full extent of our liability and we will not accept responsibility for any costs you may have incurred including, but not limited, to train tickets and accommodation.
- 13.5 If the Course is postponed or an amendment is made to a Course, the Participant may elect to attend the Course as postponed or amended or to receive a refund. In such instances, the Participant will be responsible for any costs incurred in attending a postponed or amended training. In the event that a Participant elects to receive a refund the Participant must inform the course administrator by email to: [training@thrive.org.uk](mailto:training@thrive.org.uk).
- 13.6 The Participant is advised to keep evidence of the date on which such notice is sent. Requests for refunds will be acknowledged in writing.

### **14. Privacy**

- 14.1 Use of the Website is also governed by Our Privacy Policy which is incorporated into these Terms and Conditions by this reference.

### **15. How We Use Your Personal Information (Data Protection)**

- 15.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 15.2 We may use your personal information to:
  - 15.2.1 Provide Our Services to you;
  - 15.2.2 Process your payment for the Services; and
  - 15.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.
- 15.3 In certain circumstances (if, for example, you wish to purchase Services on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
- 15.4 We will not pass on your personal information to any other third parties.

## 16. **Disclaimers**

- 16.1 We make no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service or Services.
- 16.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 16.3 No part of this Website is intended to constitute a contractual offer capable of acceptance.
- 16.4 Whilst We use reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

## 17. **Changes to these Terms and Conditions**

We reserve the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If We are required to make any changes to these Terms and Conditions by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

## 18. **Availability of the Website**

- 18.1 The Website is provided “as is” and on an “as available” basis. We give no warranty that the Website or Facilities will be free of defects and / or faults. To the maximum extent permitted by law We provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 18.2 We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## 19. **Limitation of Liability**

- 19.1 To the maximum extent permitted by law, We accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. You should be aware that you use the Website and its Content at your own risk.
- 19.2 Nothing in these Terms and Conditions excludes or restricts Thrive’s liability for death or personal injury resulting from any negligence or fraud on the part of Thrive.
- 19.3 Nothing in these Terms and Conditions excludes or restricts Thrive’s liability for any direct or indirect loss or damage arising out of the incorrect provision of Services or out of reliance on incorrect information included on the Website.
- 19.4 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the

remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

20. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

21. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

22. **Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Thrive.

23. **Communications**

23.1 All notices / communications shall be given to Us either by post to Our Premises (see address above) or by email to info@thrive.org.uk. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

23.2 We may from time to time, if you opt to receive it, send you information about Our products and/or services. If you do not wish to receive such information, please click on the "Unsubscribe" link in any email you receive from us.

24. **Law and Jurisdiction**

These Terms and Conditions and the relationship between you and Thrive shall be governed by and construed in accordance with the Law of England and Wales and Thrive and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.