

Booking Terms and Conditions

Thrive4Life Ltd

What is this document for?

This document (together with the documents referred to within) tells you ("**you**" or "**the customer**" means the party contracting with THRIVE4LIFE) the terms and conditions on which we ("**we**", "**us**" or "**T4L**" means THRIVE4LIFE) supply training courses, services and consultancy ("**Courses**") and is to be read in conjunction with our Website Disclaimer ("**Website Disclaimer**") and Privacy Policy ("**Privacy Policy**") available on the THRIVE4LIFE website at www.thrive4.life.

If there is an inconsistency between any of the provisions of these terms and conditions and the Website Disclaimer or Privacy Policy, the provisions of these terms and conditions shall prevail. Please read these terms and conditions carefully before booking any course, service or consultancy. You should understand that by booking any course, service or consultancy you agree to be bound by these terms and conditions. Print or save a copy of these terms and conditions for future reference.

Booking with Thrive4Life

Bookings for courses (including services and consultancy) can be made via our sales team on 020 8398 9522 or at admin@thrive4.life or via our "**Website**" (www.thrive4.life) or by post at Thrive4Life Ltd, 1 Grove Way, Esher, Surrey, KT10 8HH. THRIVE4LIFE reserves the right to refuse to supply Courses to any individual or company.

Provisional bookings and Confirmed bookings

Requesting booking of any Courses (by telephone, email, online and/or by post) this does not constitute a Confirmed Booking, even if the booking request is accompanied by full payment or a formal purchase order. The booking will be deemed to be provisional ("**Provisional Booking**"). A Provisional Booking can be cancelled or rescheduled by either You or Us, at any time, without penalty.

A Provisional Booking will become a Confirmed Booking once confirmed in writing (by email or post) by THRIVE4LIFE and a binding contract will have been entered into between T4L and You (the booking party), ("**Confirmed Booking**"). Payment will be required, or a formal purchase order provided, in line with our payment terms. Please refer to the "How to pay" section below.

Third party bookings

We accept bookings from third party companies acting on a delegate's or organisation's behalf, with the following exceptions: We reserve the right to refuse a third party booking for any other reasonable reason.

Third party companies must provide T4L with the following booking information relating directly to the delegate(s) in question and include the following:

- Delegate name
- Company name
- Company address (venue address)
- Direct phone number
- Direct email address – this can be a work or personal email address

Bookings cannot be processed without this information being provided in full. This is to enable us to contact the delegate(s) directly when necessary (such as to provide joining instructions or attendance certificates) and to provide appropriate health & safety and security measures at course venues.

Description and pricing of Courses

Although we make every effort to ensure that descriptions and prices quoted of Courses are correct, mistakes may sometimes be made. THRIVE4LIFE reserves the right to amend or cancel any Courses, and amend Course descriptions, Course times, dates or published prices without notice.

If a mistake is discovered in the price of Courses **prior** to You having paid Us in full for a Confirmed Booking, we will tell you and give you the option of either reconfirming your booking at the correct price or cancelling your booking. In this instance, if we are unable to contact you or we receive no reply from you, your booking will be cancelled.

If a mistake is discovered in the price of Courses **after** You have paid Us in full for a Confirmed Booking You will not be subject to an increased price.

VAT

Our Fees quoted are exclusive of VAT, which will be shown separately on the invoice. A VAT invoice will be sent to cover your payment.

Payment Terms

Payment is required in full 30 days from date of invoice. We do not accept payment by cash. We do not accept payment in any currency other than UK pounds sterling.

How to Pay

Credit* or Debit card: You can pay over the phone via our sales team (020 8398 9522), or online via our online payment service (www.thrive4.life/payment). Handepay (www.handepay.co.uk) handles our online credit and debit card transactions in a secure environment. We accept Visa, MasterCard and Maestro. We do not accept American Express.

Purchase Order: If paying by purchase order, the invoice will need to be addressed to the booker or delegate's employer.

Direct Bank Transfer: Direct bank transfer to the THRIVE4LIFE bank account, details of which can be found below:

Our Bank:	HSBC. 54 Clarence Street, Kingston upon Thames, Surrey, KT1 1NP
Sort Code:	40-26-12
Account No:	11574892
Account Name:	Thrive4Life Ltd
IBAN (UK Sterling):	GB42HBUK40261211574892
SWIFT/BIC:	HBUKGB4B

Cancellations and Date Changes

Training Courses

Where a Confirmed Booking has been accepted by THRIVE4LIFE and is subsequently cancelled by the customer, the customer will be liable for the following charges. All cancellations must be received in writing.

WORKING DAYS BEFORE COURSE START DATE THAT CANCELLATION IS NOTIFIED IN WRITING	CHARGE TO CUSTOMER
5 clear working days or less	100% charge
6 to 10 clear working days	50% charge
11 to 20 clear working days	10% charge
21 or more clear working days	No charge

Courses may be cancelled/rescheduled by T4L at any time prior to their start, therefore we recommend that delegates do not make travel or accommodation arrangements until several days prior to the course start date. Any travel, accommodation or subsistence costs incurred are entirely the responsibility of the delegate or the delegate's organisation.

THRIVE4LIFE does not accept any liability for reimbursement of any costs incurred whatsoever in relation to its training Courses or events. Where a Course has been cancelled, delegates will be offered an alternative date for the same Course or a refund.

Refunds

If you wish to exercise your right to cancel your booking, THRIVE4LIFE will refund the fees paid according to the above cancellation policy. If payment was originally made by credit or debit card, any refund will be made back to the same card. If payment for the order was made by direct bank transfer, a refund will be made by direct bank transfer to a bank account that you elect.

Delegate Substitution

Delegate substitution may be made at any time for no fee. Notification must be made in writing and confirmed back to you by T4L.

Joining Instructions

Joining instructions, including venue details and start times, are sent out by email directly to the confirmed Course Contact at least 7 days before the event. If You request a change to delegates and/or course content and/or course location after joining instructions have been sent, then You will be liable for any additional printing/courier costs incurred by T4L.

Intellectual property rights (including copyright)

All materials (“**THRIVE4LIFE Materials**”) provided for THRIVE4LIFE Courses including documents, presentations, videos, graphics, pictures, text, code, software, audio and design are owned by THRIVE4LIFE or THRIVE4LIFE’S third party Course providers. No content, in whole or in part, of the THRIVE4LIFE Materials may be copied, reproduced, uploaded, posted, displayed, shared, linked to, or used in any way without the prior written permission of THRIVE4LIFE. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of THRIVE4LIFE, or in the case of material licensed to THRIVE4LIFE, the owner of such materials.

Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. You accept that communication with us will be mainly electronic in the form of e-mail. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Notices

We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, when such e-mail was sent to the specified e-mail address of the addressee.

Non-EU Delegates

THRIVE4LIFE welcomes delegates from overseas but if you are resident outside the European Union (EU) you should ensure that you have a valid visa and can comply with all immigration requirements before booking an T4L Course. T4L Courses do not qualify you for a student visa or for entry to the UK. UK government Visa information can be found at www.gov.uk/browse/visas-immigration

Specific needs & Level of English pre-requisites

THRIVE4LIFE aims to ensure that all our Courses are accessible to all. If you and/or your delegates have any specific needs, such as dietary or access requirements, please advise us at the earliest possible time and we will contact you to discuss your requirements. Please note that it is Your responsibility to inform THRIVE4LIFE about any specific needs or requirements that You/Your delegates may have.

Note for Manual Handling Instructor Courses: Please ensure that all delegates have a reasonable level of English or provide an interpreter to assist during training. Many of our instructor courses include a knowledge assessment, and in cases where delegates are unable to read/write English then our instructors will evaluate their understanding orally. However, if a delegate is unable to communicate in English then this may not be possible, and we will be unable to certify them. If you and/or your delegates do not have a reasonable level of spoken and written English.

Specific conditions for on-site training at your organisation

Please be aware that if the course being conducted by T4L will include practical elements using handling equipment owned and maintained by the client organisation, proof of maintenance will be required to ascertain the equipment's current safety compliance. If this is not available, it may not be possible to use the equipment for the training course. This is to ensure the safety of our trainers and your delegates.

Privacy and Data Protection

THRIVE4LIFE is registered under the provisions of the UK Data Protection Act 2018 and keeps any personal data concerning you in confidence. Refer to our **Privacy Policy** which can be found at www.thrive4.life/privacy for full details.

The following definitions shall apply to this paragraph:

“Data Protection Law” means all law from time to time relating to data protection and rights of privacy, including the Data Protection Act 2018; EU General Data Protection Regulation (Reg. 2016/679) and all national law in the relevant jurisdiction subordinate to the GDPR and any and all supplementary or replacement law relating to any of the foregoing.

The terms “Personal Data” and “Controller” shall bear the same meanings as set out in the Data Protection Law.

Where Personal Data is shared, the customer and T4L shall share that Personal Data as Data Controllers. The customer and T4L shall each, in respect of Personal Data:

1. comply with all the obligations imposed on a Data Controller under the Data Protection Laws;
2. ensure that it has all necessary notices and consents in place to enable lawful transfer of that Personal Data;
3. process that Personal Data only in connection with the services provided under this Agreement;
4. not disclose or allow access to the Personal Data to anyone;
5. ensure that it has in place appropriate technical and organisational security measures to ensure that Personal Data is protected against accidental loss, destruction or damage, and against unauthorised or unlawful access, use, modification, disclosure or other misuse;
6. take all reasonable steps to ensure the reliability of personnel who will have access to any Personal Data;
7. not transfer any Personal Data outside the European Economic Area without the other party's prior written consent;
8. notify the other party promptly if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data; and
9. assist the other party in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to a security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

Our Liability regarding Your purchase of Courses

If We fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Courses which you have bought from THRIVE4LIFE within the previous calendar year, and any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

We will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

- loss of income or revenue;
- loss of business;
- loss of profits;
- loss of anticipated savings;
- loss of data; or
- waste of management or office time.

However, this clause will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded by the categories inclusive of this clause.

Nothing in this agreement excludes or limits our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
- defective products under the Consumer Protection Act 1987;
- any deliberate breaches of these terms and conditions that would entitle you to terminate the Contract; or
- any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("**Force Majeure Event**"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- strikes, lock-outs or other industrial action;
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- impossibility of the use of public or private telecommunications networks;
- the acts, decrees, legislation, regulations or restrictions of any government; and
- pandemic or epidemic.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

Waiver

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing to our Registered Office.

Severance

If any part of these terms and conditions is found to be unenforceable as a matter of law, the enforceability of any other part of these terms and conditions will not be affected.

Statutory Rights

These terms and conditions are in addition to your statutory rights as a consumer, which remain unaffected.

Complaints Procedure

At THRIVE4LIFE we are committed to providing a high standard of customer care. If you are not happy with any element of the service that you have received please contact us using any of the contact details provide above. We will confirm receipt of your complaint within 5 working days and will provide a full response to your complaint within 15 working days from receipt.

Thrive4Life contact details

Administration Support: Telephone: 020 8972 9675
E-mail: admin@thrive4.life

Office hours: Monday to Friday, 8:00 am to 5:00 pm.

Postal Address: THRIVE4LIFE LTD. 1 Grove Way, Esher, Surrey, KT10 8HH

Website: www.thrive4.life

VAT number: 731 7479 21

Company number: 3840857

Governing law

These terms and conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.