

Digital Transformation Programme and Short Course

Terms and Conditions

This is Milk Ltd (hereafter referred to as the “company”, “This is Milk”, “we”, “us”, and “our”) provides www.thisismilk.co.uk and www.thisismilktraining.co.uk. We encourage prospective clients to read This is Milk's terms and conditions, prior to any purchases.

Definitions

- a. The “Company”, “This is Milk”, “We”, “Us”, “Our” - this refers to This is Milk Ltd with a registered office at This is Milk Ltd. 82 Mansionhouse Gardens, Glasgow, G41 3DP.
- b. “Client”, “Your”, “You”, “Student” - this refers to the individual purchasing from This is Milk that intends to attend a training event.
- c. “Client”, “Booker” - this refers to the person making the booking with This is Milk, on behalf of a Student attending the course as part of a larger organisation.
- d. “The Website” - this refers to www.thisismilk.co.uk and www.thisismilktraining.co.uk
- e. “Terms and Conditions” - this refers to the terms of usage and conditions under which all purchases are pursued, and the website is utilised.
- f. “Booking Form” - this is an agreement between This is Milk and its clients, with regard to prospective delivery of services.
- g. “Joining Instructions” - this refers to a set of instructions that are given to clients upon receipt of payment, regarding event-related details.
- h. “Working Days” - this refers to days between Monday and Friday, excluding Public Holidays.

1. Prices:

- a. All pricing quotations are only valid for 30 days from the date that they are first sent to the client. All prices are subject to change due to the dynamic nature of our business and of the training industry.
- b. The published prices exclude VAT. Clients and Companies must pay This is Milk any VAT that is chargeable on services that are provided; This is Milk will list the correct VAT amount on the invoice - as required by statute.
- c. All quotations exclude VAT. If the corresponding purchase is pursued, as required by statute, VAT will be applied at the point of purchase and feature within the sales invoice.
- d. The published prices do not include any travel, accommodation or living expenses which the client may incur in attending.
- e. VAT is payable regardless of the Client's country of origin; the point of supply for VAT purposes is the location of the course.
- f. Training event prices listed on correspondence, brochures, leaflets, and materials belonging to This is Milk are not legally binding due to anticipated price fluctuations; they are advisory at the time of public dissemination and do not constitute as part of a legal agreement.

2. Payments:

- a. The course fee(s), including VAT, are payable in full immediately upon receipt of the invoice. Clients wishing to make payments made from non-UK accounts or card payments must be responsible for all bank charges in relation to any overseas transactions.
- b. Without prejudice or distortion to alternative rights listed, This is Milk will impose a late payment charge of 8% over the Bank of England base rate. Payments can be made by major credit and debit cards, including American Express, inclusive of credit card charges.

- c. All credit card payments will incur a card surcharge of 2.99%, except for payments made via American Express, which will incur a surcharge of 3.99%
- d. Where a Purchase Order is issued, it must clearly state the purchase order number, course dates, full Invoice amount, and contact details for invoicing.
- e. Contracts must be paid in full upon confirmation - prior to any clients attending an event. This is Milk reserves the right to refuse entry to a training event until the course fee is paid in full. Please also note that examination results and certificates will not be issued until the full fee has been paid.
- f. All administration fees for cancellations are payable immediately upon receipt of the invoice. The Terms of this agreement override over any other terms of business or purchase conditions put forward by the client.
- g. Once a partial or full payment has been processed, over the phone or on the website by the following methods: Debit Card, Credit Card, American Express, Cheque or Bank transfer, the Client will adhere to This is Milk's terms and conditions, irrespective of a booking form having been signed.
- h. It is the responsibility of the Client to ensure that the person that approved the purchase of a product, has the correct purchasing authority.

3. Cancellations:

Cancellations made by This is Milk

- a. This is Milk reserves the right to cancel, move, and reschedule a training event or course due to circumstances that are beyond This is Milk's control, such as trainer illness or low attendance. Reasonable efforts will be made to contact and notify clients of any alterations to their training event or course. If a training event is cancelled, This is Milk will either re-allocate Students on to future training events with the Client's consent, or offer a full refund of the pre-paid course fee.

Client Cancellations

- a. Except for instances provided under Clause 3a "Cancellations made by This is Milk", the following cancellation fees will be imposed on all bookings, dependent on the number of days' notice provided to This is Milk. If you need to make a cancellation, please notify This is Milk in writing or via email to the following address - This is Milk Ltd. Suite 3/10, 4 Rogart St, Glasgow G40 2AA - Training@thisismilk.co.uk
- b. All cancellation and rescheduling fees are due immediately.
- c. All cancellations made between 0-30 days prior to the course start date, are subject to a 100% cancellation fee, based upon the full course fee (+ VAT), which must be paid in full upon cancellation.
- d. All cancellations that are made between 31-40 days prior to the course start date, are subject to a 75% cancellation fee, based upon the full course fee (+ VAT), which must be paid in full upon cancellation.
- e. All cancellations that are made between 41-50 days prior to the course start date, are subject to a 25% fee, based upon the full course fee (+ VAT), which must be paid in full upon cancellation.

4. Re-scheduling courses:

- a. Re-scheduling courses with less than 30 days' notice prior to the course start date, will result in a 75% charge of the full value of the course booked, in addition to VAT.
- b. Re-scheduling courses or exams between 31-40 days prior to the course start date, will result in a 50% charge of the full value of the course booked, in addition to VAT.

- c. Re-scheduling courses or exams between 41-50 days prior to the course or exam start date, will result in a 25% charge of the full value of original booking, in addition to VAT.

5. Refunds:

- a. When a refund is issued to the Client by This is Milk, the refund may take up to a maximum of 20 working days to be processed. Deposits and banking fees are non-refundable.
- b. This is Milk will not be liable for any fluctuation in exchange rates or bank charges for overseas refund transactions.

6. Changes to Courses:

- a. This is Milk reserves the right to change any part of a published course; if this is caused by circumstances beyond our control. This is Milk reserves the right to cancel or reschedule any course and will advise the Client as soon as the change is known. This is Milk will use all reasonable endeavours to avoid changes of this nature. For any courses that are rescheduled due to unforeseen circumstances (such as trainer sickness/ low course attendance), every endeavour will be made to provide a replacement trainer or to reschedule the course and we will offer Clients a variety of options to pursue their training programme; however, should the offered alternative not be an acceptable option for the Client, a full refund will be issued.
- b. Contents of course timetables are intended for general guidance and serve as an advisory purpose only. Any typographical errors including pricing or omission in any website, sales literature, administrative documentation, course materials, or other documents are subject to change without any liability on the part of This is Milk.
- c. The course information, including the course, date, and venue, pre-coursework, maps and directions, will be advised upon the receipt of payment, in the form of joining instructions. This is Milk reserves the right to change the venue, for circumstances that are beyond our control, and will advise the Client as soon as the change is known. This is Milk cannot be held liable for out of pocket expenses due to cancellations or alterations to the course venue, that are out of our control.

8. Non-Attendance:

Non-attendance of the course for any reason whatsoever is deemed to be a cancellation without notice and payment is due in full. In this situation the Client will not be entitled to any refund for courses or part of courses that were not attended, this will be deemed as non-attendance.

9. Course Suitability:

- a. The booker accepts that it is their responsibility that the course booked is suitable for the requirements and abilities of the clients attending. This is Milk's employees may recommend the programme however the suitability of the course is the Client's responsibility. In cases where we have made recommendations, we do so in good faith and will not be wilfully misleading.

- b. All training courses are delivered only in English unless specified otherwise and all Clients must be sufficiently proficient in the English language prior to attending the course.

10. Admission:

This is Milk reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for the training programme.

11. Booking on behalf of the Student:

In all cases the booker must bring these terms and conditions to the attention of Students attending the event, if booking on their behalf. It is the booker's responsibility to ensure that the Clients receive all the relevant information including the joining instructions, course and venue updates and that they meet the eligibility and published prerequisite requirements.

12. Onsite Training on a Client Specified Site:

It is the Client's responsibility to provide all and any facilities, equipment, and setup required for the trainer to deliver any training that may be required. This is Milk reserves the right to cancel or discontinue the course if, in the Trainer's opinion, the venue, equipment, or conditions are unsuitable.

15. Copyrights:

All intellectual property rights for all course materials shall remain the property of This is Milk. The Client agrees not to reproduce, disseminate, sell, hire, lend, or copy the course materials or use them except for the purpose of personal reference. This is Milk warrants that it will not knowingly include any copyright material in its course materials without licence, consent, or attribution.

16. Intellectual Property:

- a. This is Milk Logo® is a registered trademark.
- b. The website, including content, design, organisation, layout, and software code are subject to copyright and intellectual property rights that are owned by This is Milk.
- c. The re-use of illustrations, photographs, diagrams, or videos featured on This is Milk's website, without attribution, is prohibited under all circumstances. The deletion or alteration of proprietary rights, including copyright and trademarks, is prohibited under all circumstances.
- d. All products and services of This is Milk without limitation are protected by international copyrights, trademarks, and are subject to intellectual property rights. Therefore, all intellectual property belongs to This is Milk, its related companies, its affiliates, or suppliers.
- e. The use of This is Milk's name or logo is prohibited under all circumstances, unless prior written consent is obtained from the Company.
- f. This is Milk does not accept responsibility for intellectual property used during any training provided that does not show an affiliation to This is Milk. Any intellectual property used in a training course, including the course itself, is protected by limitations laid out in international copyright law, and is subject to intellectual property rights.
- g. If we are making a bespoke course, we require a predefined specification to adhere to. In the absence of such predefined specifications, we will adhere to our own guidelines of what we view as "fit for purpose". If no specification was provided, This is Milk shall not be held responsible for any losses incurred as a consequence of the provided service.

- h. You may not copy, sell, reproduce, distribute, download, modify, display or prepare derivative works based on, repost, transmit, or otherwise use any of the intellectual property of This is Milk's website or course materials. The information on this site is provided "as is" and without any warranties.
- i. This is Milk does not accept responsibility of content of any third-party sites that may be referenced by This is Milk. The following activities are strictly prohibited: use of robots, material dissemination, other automatic device or manual process to monitor or copy the site of any of its content or the replication of this site to any server.
- j.

17. Warranty & Liability:

- a. This is Milk's liability for loss and damage shall be limited to a claim for damages. The maximum aggregate liability will be the charges for the course out of which the loss or damage has arisen. This is Milk will not accept liability for personal injury that incurs during our training courses caused by the negligence of any third party. This is Milk will not be liable for indirect, special, or consequential loss (including loss of anticipated profit or data), howsoever arising, even if it has been advised of such potential loss.
- b. This is Milk will not be responsible for any damage resulting from any computer viruses arising from software installed on a Client's computer systems.

18. Personal Belongings:

Personal belongings or items belonging to a Client that are brought into a training course by the aforementioned Student, are the sole responsibility of the Student. This is Milk accepts no responsibility for the items or any loss or damage that may occur during the course.

20. Assignments:

This is Milk may assign its interests in all or part of this agreement. The Client may not assign or transfer this contract without the express written permission of a Director of This is Milk.

21. Deviation:

No deviation from these terms and conditions will be allowed without the express written permission of a Director of This is Milk. No communication either verbal or printed on our websites will override these Terms and Conditions. If, in any case, any of these conditions shall be held to be invalid or shall not apply, the contract and the other conditions shall remain in force and effect. These Terms and Conditions override all terms raised on a PO by a client.

22. Force Majeure:

- a. This is Milk shall not be in breach of this contract if the provision of services are delayed or cancelled or reduced through any circumstances beyond its reasonable control, including acts of God (including but not limited to, fire, flood, earthquake, storm, snow, hurricane, or other natural disaster), sickness, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout, or interruption or failure of electricity or telephone service.

- b. Clients must ensure that they can attend the training courses that they are scheduled to attend. This is Milk will not be held liable, financially or actually, for their non-attendance, whatsoever the reason may be.

23. Privacy Policy:

- a. This is Milk is committed to maintaining your privacy and the use of your personal information. If at any stage you have a question regarding the personal information that we hold on file, please do not hesitate to contact us.
- b. This is Milk will not disclose personal information to a third-party organisation unless we have your prior consent to provide this or you have opted to allow the use of your personal information in the pursuit of performance and delivery of our service to you. If the request for your personal information is for a legal purpose, this we would class as an exception, but only after we have 100% fully verified the name or organisation requesting your personal details.
- c. It is our commitment not to collect personal information from Clients visiting our website unless they have voluntarily submitted their personal information via one of our contact forms that requires information that could be based on an enquiry or to book onto a training course. If you start to complete a contact enquiry form and decide not to finish, partial details are stored from where This is Milk may use this information to make contact with you, only to discuss your initial enquiry that was started but not finished. From time to time, This is Milk may contact you to inform you about a specific future training programme. Visitor IP addresses may be seen by This is Milk and, on some occasions, the provider's host name but this information will not disclose your identity.
- d. Our full website Privacy Policy can be found here:
<https://www.thisismilk.co.uk/privacypolicy.html>

24. Recording of This is Milk's Employees or associates

- a. The monitoring or recording of any This is Milk's employees or associates are not permitted under any circumstances
- b. Clients are not permitted to take any video/photography/audio during the course without prior written consent of This is Milk and its Clients, failure to do so will be considered a direct breach of our terms of business and this matter would be taken very seriously.
- c. Clients are not permitted to take any video/audio during correspondence with This is Milk's employees without prior written consent of This is Milk and its Clients, failure to do so will be considered a direct breach of our terms of business.
- d. This is Milk will not take photographs, videos, or any audio recordings of you during a course and will not use this material for This is Milk's own marketing purposes without your prior consent.

25. Security and Encryption:

- a. We use the highest level of security and encryption methods available for processing payments online. We also strictly adhere to best practices of data protection. That means your payment details are as secure as they possibly can be when making a purchase with us.

- b. This is Milk shall implement reasonable measures to ensure that correspondence and machines used during training events are free from viruses and potentially harmful malicious software.
- c. This is Milk makes no warranty for the reliability, protection, or virus-free nature of the material that is downloaded from our website.

26. Confidentiality

- a. All Client and Company information that is disclosed to This is Milk will be kept confidential. Such information will not be disclosed by This is Milk to any third-party organisations or individuals, unless reasonably required for the performance of our service delivery.
- b. Such information shall only be disclosed to employees that require such knowledge to conduct their role at This is Milk. Such individuals are subject to legally binding obligations of data protection and confidentiality.
- c. This is Milk shall not be liable for the disclosure of any Client or Company information that is readily available in the public domain, or if dissemination is agreed in a legally binding written approval document.