



Terms and Conditions

Please read these "Terms and Conditions" which govern your use of the website [www.thomsons.com] and all pages within it ("Website"). By accessing this Website, you accept and agree to be bound by these Terms and Conditions. This Website is owned and operated by Thomsons Online Benefits Limited ("we", "us", "our").

These Terms and Conditions were last updated on 21st April 2009.

1. Website Access and Use

1.1 The copyright in all material on this Website ("Content") is owned by us or our licensors and must not be reproduced in whole or in part on any medium without our prior written permission.

1.2 Users of this Website may display Content on a computer screen, and print copies of individual pages of the Website on paper for personal non-commercial uses only or for internal distribution amongst staff within a company with a view to offering all or part of the services featured on the Website.

1.3 Except as permitted by these Terms and Conditions and without prejudice to paragraph 1.2 above, users of the Website may not do any of the following without our prior written permission:

1.3.1 store or transmit Content to any paper publication, user group, other website, electronic bulletin board, mailing list, server or other storage device in electronic or print form;

1.3.2 distribute, perform, display, modify, publish, transmit, reproduce, adapt, or in any manner exploit all or any part of the Content;

1.3.3 reproduce, modify or in any way commercially exploit Content;

1.3.4 remove any copyright, trademark or other intellectual property notice(s) from any Content;

1.3.5 do anything that may interfere with, damage or interrupt any functionality of the Website or any computer software or hardware whatsoever.

1.4 This Website may contain links via which you may access other websites. Whilst we hope you will be interested in those websites, you acknowledge that their owners may be independent from us, that we do not necessarily endorse or control them, nor do we accept any responsibility for their content.

1.5 Any use of Content which is not specifically permitted by these Terms and Conditions is expressly prohibited.

1.6 We may from time to time make available message boards, discussion forums or other web pages. Any such facilities may enable you to post comments and/or material, but only for your private and non-commercial use and for the exchange of lawful, relevant, fair and appropriate information, opinions and comments. The use of any part of this Website that is inconsistent with those stated purposes is strictly prohibited as are the following activities (together the "Rules of Acceptable Use"):

- placing on the Website any material which is obscene, defamatory, abusive, offensive, discriminatory or hateful or which encourages or entices any other person to do so;
- posting any material on the Website which has been disclosed to you in confidence or which, by its nature, is confidential;
- posting any material on the Website (including contact details, last names, telephone numbers, street addresses or other identifying information of private individuals or public figures) which compromises your privacy or security (or anyone else's privacy or security);
- placing on the Website any material which may encourage criminal conduct or which may give rise to civil liability, or which is otherwise unlawful;
- placing on the Website any material belonging to any person (or any material where the rights belong to any person) other than yourself without the prior written consent of the owner of it;

- placing on the Website any advertisements or making commercial solicitations (which would include using the Website to promote or encourage the sale of your or any third party's goods/services);
- placing on the Website any material that authorises, enables or encourages the dissemination of junk mail or chain letters; and/or
- placing any links on the Website where those links take users to unlawful material or material that contravenes any of the foregoing prohibitions.

We will not view or edit or pre-screen any contribution that you or anyone else make to the forums or to the Website generally and therefore, unless we are specifically notified of the nature of any item of content, you cannot assume that we are responsible for having made it available on the Website. We, and others that we designate, shall have the right (but not the obligation) at our sole discretion to refuse or remove any Content that is posted to, or available on, the comments, message boards, personal profiles and any discussion forums or pages of the Website without the need to give any reasons for doing so.

If you do not comply with these Rules of Acceptable Use, we reserve the right to prevent you from making any future submissions to this Website (or any other website operated by us or any of our affiliates). We accept no responsibility for any submissions made by you or any third party on the Website, or for any loss or damage resulting from your breach of the above Rules of Acceptable Use.

2. Disclaimers

2.1 Whilst we take every care to ensure that Content is accurate and complete, much of it is supplied to us by third parties and we are unable to check its accuracy or completeness. You are advised to verify the accuracy of any information contained on this Website before relying on it. Further, due to the volatile nature of the internet, errors, interruptions and delays may occur and we cannot guarantee that the Website and/or Content will be uninterrupted or error free.

2.2 We do not guarantee the accuracy of any Content. To the fullest extent permitted by law, we hereby exclude any liability whatsoever to us for any loss or damage arising from your use of the Website or Content and/or a third party material on the Website.

2.3 We shall have no liability for any disruption or interruption to the Website however caused, or for loss of or corruption to Content when downloaded from the Website onto any computer hardware or software.

2.4 We will use reasonable endeavours to ensure that the Website does not contain or promulgate any viruses or other malicious code. However, it is recommended that you should virus check all materials downloaded from the Website and regularly check for the presence of viruses and other malicious code. We exclude to the fullest extent permitted by applicable laws all liability (other than liability for death or personal injury) in connection with any damage or loss caused by computer viruses or other malicious code originating or contracted from the Website.

2.5 This Website is provided on an "as is" basis and we make no representation or warranty of any kind (whether express or implied) regarding the Website or Content including without limitation any representation or warranty about the accuracy, completeness, quality, or fitness for any purpose of the Content or Website.

3. Intellectual Property

This website may contain trade marks or other intellectual property belonging to us and/or our affiliated entities. You may not use any of these trade marks or our other intellectual property without our prior written permission.

4. General

4.1 We may change these Terms and Conditions from time to time (for example in order to comply with new legal requirements) so please do check here from time to time to note such changes.

4.2 Nothing in this Agreement shall be deemed to or shall constitute a restriction on, or exclusion of either party's liability for death or personal injury arising from its negligence. We shall not be liable for any loss of profits, loss of revenue, loss of data, loss of contracts, loss of customers, loss of opportunity, loss of savings, loss of goodwill or reputation, wasted staff or management time, or for any incidental, indirect, punitive, consequential or special damages of any kind or nature arising under or relating to this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, and whether or not a party has been advised of the possibility of any such loss arising.

4.3 In the event that any term of these Terms is held to be invalid or unenforceable, the remainder of these Terms shall remain valid and enforceable.

5. Choice of Law and Jurisdiction

5.1 These Terms and Conditions shall be governed by and construed in accordance with English law. The parties irrevocably agree that the Courts of England shall (subject to paragraph 5.2 below) have exclusive jurisdiction to settle any dispute arising out of, under, or in connection with this Website and these Terms and Conditions.

5.2 We shall have the right to bring proceedings for loss or damage arising out of, under, or in connection with, the Website or these Terms and Conditions, in the courts of any country where you reside, where you accept these Terms and Conditions, where your principal place of business is located or the country of your trade or profession.

Cookies Policy

What is a "Cookie"?

"Cookies" are small pieces of information that are issued to your computer when you enter a website. Cookies are stored by your browser on your computer's hard drive, and they can be used for a wide range of purposes, such as identifying your computer's previous visits to this Website, and to ascertain the most popular features of this Website.

Why do we use Cookies?

Like many other websites, this Website uses cookies as they enable us to identify your computer when you visit this Website. We may also collect information about your computer and internet connection, such as your computer's IP address. This information will not individually identify you and will only be used to recognise your computer's visits to this Website.

We also use cookies to develop a clearer picture of which parts of this Website are the most popular to its visitors, and your preferences. You are not obliged to accept cookies and you may amend your browser's settings to prevent it from accepting cookies. Go to www.microsoft.com for instructions on how to disable cookies. Please be aware that if you do disable cookies, certain services on this Website may not be available to you and your enjoyment of this Website may be impaired.

Privacy Policy

We are committed to protecting and respecting your privacy. This privacy policy sets out the basis on which your personal data will be processed by us as the data controller of your personal data for the purposes of

the Data Protection Act 1998 ("the Act"). Please read the following carefully to understand how we use your data.

We need to collect and use certain types of information about people with whom we deal in order to operate. These include current, past and prospective employees, suppliers, clients/customers, and others with whom it communicates. In addition, we may occasionally be required by law to collect and use certain types of information of this kind to comply with the requirements of government departments for business data, for example. This personal information must be dealt with properly however it is collected, recorded and used - whether on paper, in a computer, or recorded on other material - and there are safeguards to ensure this is in the Data Protection Act 1998.

We regard the lawful and correct treatment of personal information by us as very important to successful operations, and to maintaining confidence between those with whom we deal and ourselves. We ensure that our organisation treats personal information lawfully and correctly. To this end we fully endorse and adhere to the Principles of Data Protection, as enumerated in the Data Protection Act 1998.

Specifically, the Principles require that personal information:

- shall be processed fairly and lawfully;
- shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes;
- shall be adequate, relevant and not excessive in relation to the purpose or those purposes;
- shall be accurate and, where necessary, kept up to date;
- shall not be kept for longer than is necessary for that purpose or those purposes;
- shall be processed in accordance with the rights of data subjects under the Act; and
- appropriate technical and organisational measure shall be taken against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

Therefore, we will:

- observe conditions regarding the fair collection and use of information;
- meet our legal obligations to specify the purposes for which information is used;
- collect and process appropriate information only to the extent necessary to fulfil operational needs or to comply with applicable legal requirements;
- ensure the quality of information used;
- apply strict checks to determine the length of time information is held;
- ensure that the rights of people about whom information is held, can be fully exercised under the Act (including: the right to be informed that processing is being undertaken, the right of access to one's personal information, the right to prevent processing in certain circumstances and the right to correct, rectify, block or erase incorrect information);
- take appropriate technical and organisational security measures to safeguard personal information; and
- ensure that personal information is not transferred abroad without suitable safeguards.

In addition, we will ensure that:

- there is someone with specific responsibility for data protection in our organisation. Currently, the nominated person is the Training and Procedures Coordinator.
- everyone managing and handling personal information understands that they are contractually responsible for: (i) following good data protection practice, (ii) is appropriately trained to do so, and (iii) appropriately supervised; anyone wanting to make enquiries about our handling of their personal information knows what to do and that queries about our handling of personal information are

promptly and courteously dealt with; methods of handling personal information are clearly described;

- a regular review and audit is made of the way personal information is managed;
- methods of handling personal information are regularly assessed and evaluated;
- performance with respect to handling personal information is regularly assessed and evaluated.