

## TERMS & CONDITIONS Revised May 2008

### 1. Services provided by Crowlands Driving School

1.1 Crowlands Driving School will provide the following services to the Trainee Driver:

- a) Assist the Trainee Driver in deciding whether they are suited to a career as driver.
- b) Provide the Trainee Driver with driver tuition.
- c) Register the Trainee Driver for the relative theory test if required.
- d) Register the Trainee Driver for the relative practical driving test if required.
- e) Offer further skills training (ADR, etc) to the Trainee Driver. Each of these courses will be arranged in full by Crowlands Driving School.

### 2. Obligations of the Trainee Driver

2.1 The Trainee Driver will provide accurate and full information to Crowlands Driving School at all times.

2.2 The Trainee Driver will be in possession of all necessary legal driving documents at all times while undertaking a course.

2.3 The Trainee Driver will show to the Theory Test centre and DSA examiner a form of photographic ID, their current driving licence, the correct entitlement and, where appropriate, a valid theory test pass certificate, on the day of their theory or practical driving test. If these conditions are not met the Trainee Driver will fail the relevant test and will forfeit all fees paid to Crowlands Driving School in relation to that test.

2.4 Theory tests booked with the DSA by Crowlands Driving School on behalf of the Trainee Driver will be subject to the DSA's terms and conditions in relation to cancellation and/or refund of any monies paid.

2.5 It is the responsibility of the trainee driver to ensure that the correct Provisional Entitlement has been added to his/her driving licence by the DVLA. Any trainee without the correct entitlement will legally not be allowed to train and all monies paid towards course fees will be forfeited.

2.6 It is the responsibility of the trainee driver to ensure their driving licence is valid. If a trainee driver is banned from driving at any point during the course - any monies paid are non-refundable.

2.7 It is the responsibility of the Trainee Driver to attend his/her training course on the dates provided. If the Trainee Driver wishes to change the dates provided, at least three weeks notice must be given unless otherwise stated. Without this notice period the Trainee Driver is liable for all course fees if she/he fails to attend the training course.

### 3. Training with Crowlands Driving School

3.1 An LGV training day usually runs from 9am to 4pm with the Trainee Driver spending 3 hours at the wheel on a vehicle tuition course.

3.2 Vehicle Training may be carried out on 2:1 ratio depending on the type of course.

3.3 In the event of the training vehicle breaking down, Crowlands Driving School will arrange for the Trainee Driver to have further training to make up for the lost time.

3.4 In the event that a trainee fails to complete the course through non attendance then all course fees will be forfeited.

3.5 All practical DSA test are not the company's responsibility after nomination of the candidate. If a test is cancelled by DSA for any reason, the candidate must claim back from the DSA for their expenses as we as a training school cannot claim.

3.6 If the Trainee Driver is considered by Crowlands Driving School to be under the influence of alcohol or illegal drugs at any time, the course will be terminated and all relevant fees will be forfeited.

3.7 Any complaints about any of the training courses should be directed to the company office both verbally and in writing and sent Recorded Delivery. Written complaints should not be made later than 7 days after the incident. Crowlands Driving School will endeavour to acknowledge receipt in 3 working days and reply within 21 working days.

3.8 All course dates / test dates / re-tests / theory test dates will be confirmed in writing by Crowlands Driving School. If no written confirmation is received then please contact the office. Without written confirmation of your course, you have no proof of booking.

3.9 To reserve a booking, a non-refundable deposit towards the course fees is payable.

3.10 Subject to the Distance Selling Regulations 2000 'cooling off period' - all monies paid towards the course fees as either deposits, part payments, balance payments or any form of instalment payment outside of the aforementioned 'cooling off period' are non refundable or non-transferable.

3.11 Trainees using the Career Development Loan to fund courses must pay their remaining balance within 10 working days or courses will be forfeited.

3.12 All balances must be paid before the commencement of the course or deposit will be forfeited.

3.13 If balances are not paid when due, interest will accrue as stated in the *Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002*

3.14 If a trainee driver requires an extension of the 28 day period described in 3.14 then Crowlands Driving School must be notified in writing.

3.15 Course prices may rise throughout the year, if a trainee pays a deposit on a course, the original course price quoted will remain valid for 28 days from deposit date. Any balance payments made later than 28 days from deposit date will be subject to any price rises if and when they occur.

3.16 Trainees must attend a training course within 12 months of course payment ('course payment', covers any deposit, part-payments or balance payments made). If a course has not been undertaken at the end of this 12 month period then any monies paid will be non-refundable.

3.17 Crowlands Driving School reserves the right to refuse to take a candidate up for test if we feel they are not up to a safe standard.

3.18 Crowlands Driving School reserves the right to terminate any training at any time if we feel intentional damage or misuse is taking place to vehicle and any other training equipment.

3.19 Crowlands Driving School reserves the right to terminate any training at any time if we feel members of staff are being abused in any manner.

3.20 Any training terminated for reasons aforementioned through 3.17-3.19, all monies paid will be forfeited.

### 4. Confidentiality and data protection

4.1 Crowlands Driving School will keep confidential any information which the Trainee Driver supplies in connection with training.

4.2 Crowlands Driving School will be responsible for ensuring that the processing of personal data complies with the Data Protection Act 1998.

### 5. Other terms

5.1 This agreement is governed by English law. Both Crowlands Driving School and the Trainee Driver submit to the exclusive jurisdiction of the English courts in relation to any dispute concerning this agreement.

5.2 By booking or leaving a deposit on a course with Crowlands Driving School the Trainee Driver agrees to be bound by the above terms and conditions.