



## Terms & Conditions

**What these terms cover.** These are the terms and conditions on which L&T Transport Training Services (the company) supply LGV & PCV driver training services to you (**Services**). The Services comprise our provision of one or more driver training courses.

**Why you should read them.** Please read these terms carefully before you commit to placing your order with us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract and what to do if there is a problem and other important information.

- Information about us and how to contact us.

**Who we are.** We are L&T Transport Training Services. A partnership owned and operated by husband-and-wife team Malc & Jo Lloyd. Head office is based at Priory Business Park, Wentworth Terrace, Fitzwilliam, WF9 5BZ.

**How to contact us.** You can contact us by telephoning our office on 01977 618228 or by email [info@hgvtraining.net](mailto:info@hgvtraining.net)

**How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

- Our Contract With You

**How to accept our offer.** By providing you with an email quotation for Services, we have made an offer to you to provide the Services described and at the price stated in such quotation. In order to accept our offer and form a contract with us, you must pay the full amount stated in such quotation within the specified time period. By doing so, you are expressly agreeing that these terms and conditions shall exclusively apply to the contract between us. Our quotation may contain details of certain prerequisite requirements which you must satisfy in order to undertake the applicable training course, such as any necessary pre-existing class of driving licence and any medical certification requirements for example. Our offer is made subject to you satisfying any such prerequisite requirements and you should not accept our offer if you do not satisfy such requirements.

**We only provide Services to the UK.** Our website is solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

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**What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Services to you, for example, Driving Licence Number, National insurance Number and home post code. We will contact you to ask for this information. If you do not give us this information, we are unable to check licence entitlements and book theory & driving test for you.

- **Health & Safety**

For training courses involving elements of a practical nature, delegates are required to provide their own personal protective equipment as detailed on the Joining Instructions sent with the booking form. Additionally, delegates must be physically fit to withstand the rigours of training. The onus is entirely on the delegate to ensure his or her fitness and suitability for training and The Company does not accept any responsibility in this regard. The Company reserves the right to terminate the course if we consider the trainee whilst in charge of the vehicle to be a danger to themselves, the instructor or the general public. We also reserve the right to terminate the course if the delegate is considered to be under the influence of alcohol or illegal substances.

Equipment or training aids must not be removed from the training environment. Any damage caused by wilful misuse, negligence or removal from The Company will be invoiced to The Client.

Delegates are required to arrive at the training venue promptly. Late arrivals may not be admitted onto the course and in-turn will result in the course costs being invoiced. Clients will be charged in full for any delegates who fail to attend any part of a booking or test.

- **Prices**

Course fees must be paid by the due date. Failure to make full payment by the due date may result in cancellation of the course or test and refunds will not be paid by the company.

A deposit is required at the time of booking and the balance will be required to be paid by the due date.

Fees can be paid by:

- debit or credit card, both by telephone or in person
- Bank transfer
- Cash

The Company reserves the right to charge a cancellation fee in respect of any booking or contract. Any aspect of a booking whether complete booking or individual or test, cancelled

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less than two weeks before the earliest date of any element of the booking will be charged at 100% of the booking or contract price.

**3A/3B Test Policy.** If your 3A test result is a fail, this forfeits your right to sit your 3B test, and a new 3B test will not be offered free of charge (FOC).

For corporate clients, an invoice may be issued for any training

Payment terms for invoices are 30 days unless approved by the company in advance. Payment for invoices may be made by bank transfer, cheque or by card.

### Our rights to end the contract

**We may end the contract if you break it.** We may end the contract for the Services at any time by writing to you if:

You fail to satisfy any prerequisite training course requirements set out in our quotation.

You are not available for your test appointment on your booked test day;

You are not eligible to train (it is your responsibility to check the eligibility criteria before ordering the Services;)

Your instructor does not believe you are fit to undergo your training or test.

You are under the influence of any alcohol, illegal drugs or legal drugs that affect your ability to drive at any point during your training or test;

Your instructor does not consider that you are well rested enough to undergo your training or test;

We, your examiner or your instructor have reason to believe that you are too tired to safely continue to drive either your course will be terminated with all relevant fees forfeited, or you may be sent home and miss the rest of your session;

You are banned from driving after you have made your booking with us;

We in our reasonable discretion, decide that you have acted or behaved inappropriately, including but not limited to verbal and physical abuse towards our staff, Training Partner staff or DVSA staff. If a Trainee Driver wishes to appeal such a decision they should contact us directly by email setting out full details of their appeal

**We have a duty of care. You may also be removed from training if your instructor believes you pose a danger to the general public or to our staff.**

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**No rights to a refund following your failure to successfully complete your training course or any required assessment.** If for any reason you fail to successfully complete your training course or you fail any associated driving test or assessment, you will not be entitled to any refund in respect of Services properly supplied in accordance with the contract.

### **Site requirements**

Training being delivered at a site specified by The Client must be suitable for the requirements of the course and meet any relevant approved codes of practice as set out by The Company or any related awarding body. Failure to comply with the requirements may result in The Company cancelling the booking and subject to our cancellation terms.

### **Settlement Terms**

The Company accepts confirmation of bookings by email or purchase order. Once confirmed by any of these methods the booking is firm. If the client wishes to cancel or postpone the booking this must be made in writing and may be subject to the cancellation terms within this document as above.

The Company reserves the right to charge interest of 4% per annum above Lloyd Bank base rate on the invoice price from the due date until the date The Company is in receipt of funds.

All delegates must be in possession of all the required legal documents before commencement of the course. The Company accepts no responsibility for delegates having not complied with these requirements and in turn the cancellation of their course or test. Clients will be charged in full for any delegates who fail to bring the appropriate documentation with them.

### **Delegate Information**

The Company reserves the right to refuse entry to any delegate without the personal protective equipment appropriate for the course and charge the client in full as per our cancellation terms.

Should the delegate miss any days training on their course for any reason other than due to fault on the part of The Company the course option will be classed as null and void. No course fees will be refunded in such circumstances by The Company.

The Company, acting reasonably, will determine when training cannot proceed due to traffic conditions or adverse weather or any other event beyond the control of The Company. If it becomes necessary to postpone or cancel any part of the course, then a mutually agreeable

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date will be chosen on which to complete the booking. The Company will not be liable for any costs incurred by the client for such actions.

Car parking is free to delegates. However, other than loss caused by its own negligence, The Company cannot be held responsible for any loss of personal effects the delegate may leave in their own vehicle, the training vehicle or on Company premises.

English law shall apply and any dispute shall be settled by English courts. These Terms and Conditions do not affect any statutory rights available to The Client.

**How we will use your personal information.** We will only use your personal information as set out in our privacy policy available upon request from [info@hgvtraining.net](mailto:info@hgvtraining.net)

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