



TRAINING AGREEMENT – DRIVER TRAINING

1 BACKGROUND

- 1.1 The **Supplier** is dh People Plus Ltd, trading as Driver Hire Training (**DHT**), whose address is Bradford Business Park, Kings Gate, Bradford, BD14SJ.
- 1.2 The **Training Provider** will be a third party supplier of driver training services, whereby DHT is acting as a broker of driver training services.
- 1.3 The **Customer** wishes to purchase Training from DHT.

2 DEFINITIONS AND INTERPRETATION

- 2.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement.
- "Agreement"** the agreement between DHT, the Training Provider (where applicable) and the Customer which comprises the details contained in the order acknowledgement email issued by DHT following a successful booking and these terms and conditions.
- "Commencement Date"** the date of this Agreement.
- "Consumer"** a Customer being an individual who is not contracting for any Training wholly or mainly in connection with a business.
- "Customer Registration Form"** the registration form to be completed by the Training Sub Contractor based on information received from the Customer before Training can be provided.
- "DHT Website"** the primary website for Driver Hire Training, which may be found at www.driverhiretraining.co.uk or any other website notified to the Customer by the DHT from time to time.
- "Price"** the charge quoted for the training services provided by DHT, including value added tax.
- "Training Expenses"** expenses and other costs that are not deemed to be Training Costs associated with the Training.
- "Intellectual Property Rights"** all patterns, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get up, rights in goodwill or to due for passing off, unfair competition rights, rights in designs, rights in computer software, database right, ditto-graphy rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for renewals or extensions of such rights, and all similar or equivalent rights all forms of protection in any part of the world.
- "Materials"** all documents, information and materials provided by DHT relating to the Customer.
- "Special Conditions"** the provisions of clause 13 under the heading "SPECIAL CONDITIONS"
- "Training"** the training services carried out by DHT and any third party training provider.
- "Training Location"** the place identified either in the **"Location of Training"** box in the Agreement (where applicable).

3 ORDERING FROM US

- 3.1 DHT will send the Customer an order acknowledgement email, setting out the course booked and the Price, with a copy of these terms.
- 3.2 Acceptance of an order by DHT takes place upon receipt of payment in full by the Customer for the Price quote in the order acknowledgement email. If credit terms have been agreed with the Customer then acceptance takes place when the Customer confirms acceptance of the order acknowledgement email.
- 3.3 When an order has been accepted, DHT will issue confirmation paperwork for all course elements via email to the Customer, which will detail the dates booked for the training. It is the responsibility of the Customer to inform DHT if they cannot receive e-mails or do not receive the email. If the Customer does not receive written confirmation of their booking, there may be a problem with your training. In this event, it is the Customer's responsibility to contact DHT on 0808 1789977. If the Customer does not contact DHT, DHT cannot be held liable for any lost training, missed tests etc. that may arise as a result.
- 3.4 DHT may refuse to accept an order where:
- (a) where training is not available;
 - (b) where we cannot obtain authorisation for payment;
 - (c) if there has been a pricing or product description error; or
 - (d) if the Customer does not meet any eligibility criteria set out in our terms and conditions.
- 3.5 All services are valid for 12 months from the date payment is made in full and the order has been accepted by DHT. If a deposit is paid for any training, the Customer has 12 months to pay the balance, if the balance is not paid within 12 months from the date of the initial deposit then all monies paid towards that training will be void. Any services not completed within 12 months of an order being accepted will be voided and DHT's obligations to the Customer will expire. As such, we recommend that you proactively book your services as soon as you are able. Our booking system is live, and we cannot guarantee specific availability for course elements, therefore, to avoid disappointment we encourage you to book practical courses in by the 6th month to ensure your course is completed before the cut-off date. If you are concerned about your progress or completion date, we encourage you to discuss this with an DHT so that we can help you to complete in time. We reserve the right to offer you training in locations further afield from your home address or at unusual times to get you completed before the cut-off date.

4. PRICING

- 4.1 The Price includes VAT at the prevailing rate.
- 4.2 Where DHT charge separately for items of the services we provide, that will be explained fully to you or set out on our website.
- 4.3 Our Prices are reviewed periodically, but you will be told a firm and binding price when you book a course, which will not change, except in the following circumstances;
- (a) you choose to change the location of training where a price may differ and we would agree that price with you before you are bound to pay it.
 - (b) You prolong your training, beyond the recommended 6 month timescale, to be booked onto your practical training and test.
- In these circumstances, we reserve the right to apply additional charges.
- 4.4 Pass Protection gives the Customer an additional attempt at a driving test with a minimum of 1 hour but no more than 2 hours training beforehand. Each Pass Protection that has been paid for can only be used once, however more than 1 Pass Protection can be purchased. In the absence of a Pass Protection, retests are subject to additional charges. When undertaking an initial course, the Pass Protection is only available to be purchased prior to the start time on the first day of the course. For retests, the pass protection is available to purchase up until the start time on the retest day. If a back to back course and a Pass Protection have both been purchased prior to the start time of the initial course and is not used, the policy will carry over to the secondary license. Should a secondary license be purchased after the initial license has been passed, the Pass Protection that was purchased to use against the initial licence will not carry over. Please note that The Pass Protection is not redeemable against Theory or CPC tests, only on practical driving tests.

4.5 Our agreement with our third party training providers is that you cannot book further courses directly the third party training provider you initially trained at for at least 24 months after the training or other services you booked with us have been completed.

4.6 If you pass your test, but this test or any part of your course was not booked through DHT, we will be unable to assist you with recruitment/job search.

4.7 Full Prices for a Category C course include 1 attempt at the Multiple Choice and Hazard Perception DVSA Theory Tests. In the event of failure of these tests, any retakes would have to be paid for separately. The Customer will be required to pay an additional fee to test on Saturdays.

5 CUSTOMER'S OBLIGATIONS

5.1 Prior to commencement of Training any required customer information must have been satisfactorily submitted to DHT.

5.2 The Customer shall procure that those individuals for whom training has been booked attend the Training at the appointed date and time to receive the Training and that they bring with them all items notified to the Customer as required.

5.3 The Customer agrees to ensure that the individuals attending the Training will comply fully with any rules, guidelines or instructions issued by DHT or any training provider.

5.4 Any Customer testing after the 10th September 2009 may be liable for the cost of a CPC test and training. It is the Customer's responsibility to ensure that they are correctly qualified under the Driver CPC Legislation. Although we will endeavour to advise you to the best of our ability, the ultimate responsibility falls to the Trainee. Before booking a CPC course module (either initial or periodic) with us, we advise you to check your eligibility for the course, and make sure that the nature of your daily work does not make you exempt from the legislation.

6 CHARGES & CANCELLATION

6.1 In consideration of the provision of Training the Customer shall pay to DHT the Price.

6.2 The Customer shall pay the Price in advance upon receipt of the order acknowledgement email, or otherwise in accordance with the credit terms agreed separately in writing with DHT. Unless otherwise agreed in writing with DHT, DHT shall be under no obligation to provide Training that the Customer has not paid for in advance.

6.3 Any failure to attend Training on the day shall be deemed to be a cancellation by the Customer.

6.4 No refund shall be payable to the Customer if the Training is only partially completed.

6.5 The Customer may request DHT to re-schedule Training at any time. DHT shall only be obliged to accept such a request if (i) the request is submitted to DHT a reasonable period of time prior to the commencement of the relevant Training; (ii) the Customer pays to DHT any additional increase in Price in respect of the re-scheduling.

6.6 DHT may, at its sole discretion, agree credit terms with the Customer. In these circumstances a valid Purchase Order number must be provided by the Customer at the point of booking and an invoice will be issued by DHT. Such invoices must be paid within 30 days of the date of invoice (or in accordance with such other credit terms as may be agreed by the parties in writing).

6.7 If the Customer fails to make a payment due to DHT by the due date, then the Customer shall pay interest on the overdue sum from the due date until payment of the overdue Charges, whether before or after judgment. Interest under this clause 6.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6.8 If a Customer wishes to cancel training, we recommend that you notify DHT in writing via recorded delivery to DH People Plus Ltd, Bradford Business Park, Canal Rd, Bradford, BD1 4SJ, via email to licence.acquisition@driverhire.co.uk or by telephone to a member of staff on 0808 1789977. We must have a clear record of your cancellation. DHT will endeavour to acknowledge receipt in writing within 5 working days, reply in writing within 28 working days and will make any refund due within 14 days. Your starter pack includes a subscription for the online Theory Test revision, in this instance, if you HAVE requested the set-up of this service, £200 would be retained by us for activation of the theory test service. If you have NOT requested activation of the login, you will not be charged for this.

6.9 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, our clients have a right to cancel within 14 days of making a payment for a course with us. If you cancel after DHT has started delivering the Training, then the Customer must pay for the Services provided up to that time.

6.10 The Customers receive a starter pack which includes a subscription for the online Theory Test revision, in this instance, if you HAVE requested the set-up of this service, £200 would be retained by us for activation of the theory test service. If you have NOT requested activation of the login, you will not be charged for this.

6.11 Refund amounts due upon cancellation are as follows:

Time since payment	Refund Amount
Within 14 days and services not started	Full refund
Within 14 days and services started	Full refund minus services provided as per clauses in section 5 above.
After 14 days but less than 1 month	Deduction of 70%
1 Month to 5 Months	Deduction of 80%
5 Months to 11 Months	Deduction of 90%
11 Months or longer	Deduction of 100%, no refund due

Refunds will be processed 14 days from date of acceptance letter. If you write to us to request a refund or make a complaint, we reserve the right to cancel any active training courses/bookings on your account if there is a legitimate operational reason to do so.

6.12. If you cancel a booked training course (training dates confirmed in writing) rather than all the services paid for outside of the 14 days cancellation period but with less than 4 weeks before the first day of the course the full fee is charged as we cannot refill places and will have incurred our own non-cancellable costs with our own providers. However, it may be possible to substitute people or defer the course to another date at the discretion of DH People Plus Ltd. Any remaining courses not booked will be dealt with separately.

6.13 Pass Protection, Direct Access and Drivers CPC courses are non-refundable outside of the 14-day cancellation period.

6.14 Course fees paid to us are non-transferable.

6.15 In the event that the Customer receives a permanent fail on his/her medical a full refund of all course elements not started will be given upon receipt of proof of failure. Such proof of failure must be from the DVLA. No other sources are acceptable. Please note that we cannot refund course elements you have activated or taken as per clause 7.3.

6.16 Refunds will be issued upon request where appropriate and the amount refunded will be as per clause 7.4. Any refund calculation is valid for 4 weeks, failure to accept the refund as per the calculation within this timeframe will cause the offer to become void and the Customer will need to request a new refund calculation which could result in increased cancellation charges and less refund due.

6.17 Any training or test missed due to the trainee's personal circumstances such as traffic or illness will not be reallocated and as such will be forfeited and need to be rebooked at the expense of the Customer. In the event of training being cancelled due to any unforeseen circumstances, for example bad weather, we are not liable for any costs you have incurred including without limitation to: loss of pay, your transport costs and the like. Customers are responsible for taking out a relevant insurance policy which will protect them in the event that they are unable to attend training or tests booked for them for any reason. We are not liable for any costs.

Any missed training due to a training delay such as truck breakdown or instructor lateness will be rebooked at no cost to the Customer.

6.18 Chargebacks – If you already have a refund request processing with us we will then only deal with your request via the acquirer and will cease to continue with our refund process directly with you. If you have training booked in relation to the chargeback / retrieval item, we reserve the right to suspend training until the chargeback/ retrieval request has been resolved. If the retrieval is successful, any training booked with us for you relating to this item will be cancelled immediately without prior notice. If the retrieval is unsuccessful, training will only re-commence once written confirmation has been received from the acquirer. If you need to check the status of a chargeback/ retrieval you will need to contact your card issuer.

7. DELIVERY OF TRAINING

7.1 Any Customer testing after the 10th September 2009 may be liable for the cost of a CPC test and training. It is the Customer's responsibility to ensure that they are correctly qualified under the Driver CPC Legislation. Although we will endeavour to advise you to the best of our ability, the ultimate responsibility falls to the Customer. Before booking a CPC course module (either initial or periodic) with us, we advise you to check your eligibility for the course, and make sure that the nature of your daily work does not make you exempt from the legislation.

7.2 Courses vary from location to location however they will all follow the below:

(a) The minimum course length of a D, C or C+E course is 16 hours including the time whilst on test, which could be run between two and six days. The minimum course length of a C1 or D1 course is 10 hours including the time whilst on test, which could be run between two and 4 days.

(b) a training day can start at various times throughout the day, a day's training on a 1:1 basis is 4 hours. The Customer is responsible for making sure they are available for all training time as required, any missed time due to trainee availability will be forfeited.

(c) Your course may be run on a 1:1 or 2:1 basis. We reserve the right to arrange your training on either basis without notifying you in advance. If you specifically require 1:1 or 2:1 training, please let us know and we'll do our best to allocate you to a suitable course if it is operationally viable to do so.

(d) Your course may be carried out on an automatic or manual training vehicle, both issue the same licence type. We reserve the right to arrange your training on either basis without notifying you in advance. If you specifically require automatic or manual training, please let us know and we'll do our best to allocate you to a suitable course if it is operationally viable to do so.

(e) when purchasing a Category C+E course, the course may be carried out on either a full articulated vehicle or on a Category C vehicle with a trailer. Vehicle types may vary. All issue the same licence type. We reserve the right to arrange your training on any basis as stated above without notifying you in advance. If you specifically require a certain vehicle, please let us know and we'll do our best to allocate you to a suitable course if it is operationally viable to do so.

(f) we need to make sure that we're giving you a high standard of training and a great standard of service. Therefore, because pass rates fluctuate, we reserve the right to change the training location we initially discussed with you on the phone when you booked or previously sent you to for past services with DH People Plus, if there are legitimate operational or service reasons for the change.

(g) for operational reasons, it may sometimes be necessary to allocate more than one Instructor to your course. We reserve the right to arrange your training in this way without notifying you in advance if there are legitimate operational or service reasons for the arrangement.

(h) we cannot guarantee timeframes for course completion as we work with a live booking system covering the whole of the UK. Availability can fluctuate, so any dates discussed with you are subject to change.

(i) driving tests are split into a 3A (Reverse) test and 3B (Practical driving) test, for the 3B to be taken the 3A must be passed. All of our practical driving courses are intensive courses. The training/tests on average are sat between 2-6 consecutive days, sometimes this will be excluding the weekend. Both the 3A and 3B tests are booked and confirmed on or before the first day of training with the DVSA. Should you fail the 3A test then the 3B test will be forfeited by you.

7.3 If the instructor advises the Customer that he/she needs more training in the interest of road safety, we are not responsible for the costs of such extra training and they will be covered by the Customer and be paid to DHT only. No fees must be paid to anyone other than DHT and if you are in doubt about whom to pay contact DHT and obtain confirmation in writing.

7.4 Our courses are of a uniform duration and standard. Therefore, if a Customer is not ready for test on the final day, they may forfeit the test appointment if the Examiner, Instructor or Training School feels that it is not safe to take the Customer to test. In the event that the Customer cannot test, we will not be held liable for any costs of extra training or for replacing the forfeited test. It is the Customer's responsibility to ensure that their driving standard is sufficient for them to pass within the timeframe allowed by the course which they have booked.

7.5 Customer's must ensure that they are not under the influence of alcohol or illegal drugs during their course – if DHT has reason to believe that you are under the influence of drugs or alcohol, your course will be terminated immediately, with all relevant fees forfeited. Please exercise due care and attention when taking over-the-counter or prescription medicines in the run up to your course. If you're in doubt about whether they could affect your driving, please consult your GP.

7.6 If you are banned from driving for any reason after you've made your booking with us, your rights to any refund will be as per the Terms laid out in Clause 7.

7.7 Customers commit to conducting themselves in an appropriate manner: DHT reserves the right to terminate a course without notice should they, in their reasonable discretion, decide that a Customer has acted or behaved inappropriately, including but not limited to, verbal and physical abuse towards DHT, third party training provider staff or DVSA staff. If a Customer wishes to appeal such decision, they should do so to the Customer Services Team by following the Cancellations and Complaints procedure listed under Clause 7.

7.8 Customers are advised against working during their training week in the interest of public safety. If a Customer shows any signs of exhaustion or tiredness, DHT reserve the right to terminate training until the Customer is fit and safe to drive. Any training missed will be forfeited and won't be reimbursed.

7.9 The nature of our business means that we have to comply with the prevailing licensing legislation at the time you make your booking. If there are changes to legislation which affect your course booking during your time with us, we will make every reasonable effort to inform you and help you to understand how the changes affect you. Changes to legislation can sometimes mean that customers need to purchase additional courses in order to remain compliant. We are not responsible for any costs.

7.10 The DVSA, or DVANI depending on your location, require confirmation that you have been a resident for more than 185 days through the past 12 months before allowing test. It is the trainee's responsibility, not DHT's, to ensure that you meet this criteria and inform the DVSA at

time of test. Any tests cancelled or terminated due to not meeting this criteria will be deemed a forfeit and all funds relating to the test will be lost.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 As between DHT and the Customer, all Intellectual Property Rights and all other rights in the Materials shall be held by DHT and its licensors.

8.2 The Customer's sole right in relation to the Materials is to utilise them for the purposes of receiving Training from DHT. The Customer may not use or licence others to use the Materials for any other purpose whatsoever.

9. LIMITATION OF LIABILITY

9.1 The restrictions on liability in this clause apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.2 Nothing in this Agreement limits or excludes any liability which cannot legally be limited or excluded, including liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) any other matter in respect of which it would be unlawful for DHT to exclude or restrict liability.

9.3 Subject to clause 10.2 and clause 10.4:

- (a) DHT's total liability to the Customer shall not exceed an amount equal to the Charges paid or payable to DHT by the Customer in respect of the Training in relation to which the liability arises;
- (b) DHT shall not be liable to the Customer for any: loss of profits; loss of sales or business; loss of agreements or contracts; loss of use or production; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; or any indirect or consequential loss.

9.4 DHT's maximum liability to the Customer for any cancellation by DHT of the Training shall be limited to a refund of the Price paid by the Customer for the cancelled Training, which shall only be payable if the Training is not rearranged by DHT.

10. FORCE MAJEURE

Save in respect of the Customer's obligation to pay the Charges, neither party shall be in breach of the Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or nonperformance continues for 3 months, the party not affected may terminate the Agreement by giving 30 days' written notice to the affected party.

11 TERMINATION

11.1 This Agreement shall become effective on the Commencement Date and shall continue in force until such time as the Agreement is terminated by DHT in accordance with this Clause 10 or otherwise cancelled in accordance with the Agreement.

11.2 DHT may terminate this Agreement without cause upon providing at least three months written notice to the Customer.

11.3 DHT may terminate this Agreement immediately by written notice to the Customer where the Customer:

- 11.3.1 fails to pay any Charges due under this Agreement;
 - 11.3.2 commits a breach of any of the provisions of this agreement and, in the case of a breach capable of remedy, fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - 11.3.3 uses or permits a third party to use the Materials other than in accordance with this Agreement.
- 11.4 This Agreement will automatically terminate where DHT loses any applicable Accreditation.

12 MISCELLANEOUS

12.1 No purported variation of this Agreement shall be effective unless made in writing signed by or on behalf of the parties.

12.2 This Agreement may be executed in three or more counterparts each of which shall constitute an original but which when taken together shall constitute one instrument.

12.3 This Agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction.

12.4 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

12.5 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision of the Agreement is deemed deleted under this clause 12.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.6 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Agreement.

13 SPECIAL CONDITIONS

The following Special Conditions shall apply only where the Customer is a Consumer. In the event of any conflict between the Special Conditions and the rest of the Agreement, the Special Conditions will prevail.

13.1 The Customer has a right to cancel any booking for Training at any time within fourteen (14) calendar days ("Initial Period") of the booking (unless the training has already taken place, in which case the Customer acknowledges that any such rights have expired).

13.2. If the Customer wishes to cancel after the Initial Period, the Customer may do so in accordance with Clause 6.3, and the provisions of that Clause shall apply.

13.3 If the Customer wishes to cancel, the Customer is requested to call DHT on 0808 1789977 or email licence.acquisition@driverhire.co.uk as soon as possible. The Customer may (but is not required to) use the model cancellation form annexed to this Agreement. The Customer must provide us with such request before the end of the Initial Period. If the Customer cancels within the Initial Period the Company will provide the Customer with a full refund of any payment received, within fourteen (14) days following receipt of notice of cancellation. If the Training commences within the Initial Period, and the Customer exercises its right to cancel under this clause before the Training is completed, the Customer shall pay (or DHT shall deduct from the refund) an amount equal to the Charges relating to that part of the Training that has been

completed up until notice of the cancellation was received by DHT. The Company will use the same method for reimbursement as used for initial payment unless otherwise agreed. In all other circumstances the provisions of Clause 7.4 shall apply and appropriate adjustments to reflect the correct amount of refund and/or payment from the Customer shall be made.

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate