

# Craig Baker Driver Training Terms & Conditions

These Terms and Conditions are the standard terms which apply to the provision of LGV/HGV, driving tuition by Craig Baker Driver Training of Wigan Investment Centre, Wigan to students that require such tuition; and where the student is a "Consumer" as defined by the Consumer Rights Act 2015.

## 1 Definitions & Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

1.1.1 **"Business"** means any business, trade, craft, or profession carried on by You or any other person/organisation.

1.1.2 **"Consumer"** means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and

Conditions means an individual customer of the instructor who receives tuition from the Instructor for the customer's personal use and for purposes wholly or mainly outside the purposes of any Business.

1.1.3 **"DVSA"** means the Driving & Vehicle Standards Agency.

1.1.4 **"Instructor / We / Us / Our"** means Craig Baker Driver Training whose place of business and contact address is [the same address as above]

1.1.5 **"Price List"** means Instructor's standard price list for driving tuition. The list is available from [www.cbakerdt.co.uk](http://www.cbakerdt.co.uk).

1.1.6 **"Student / You / Your"** means the individual recipient of driving instruction, as named in the Acceptance Clause of this document.

1.1.7 **"Parent / Guardian"** means an individual with legal responsibility for the student, who will assume legal liability for the student's actions or inaction in accordance with these Terms and Conditions, if the Student is less than 18 years old on the date of signing this document; and

1.1.8 **"Regulations"** means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and

1.2.2a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions.

1.4 Words signifying the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

## 2 LGV/HGV Instructor

2.1 We are an independent training provide. All our instructors are fully qualified to teach and train in all aspects of LGV/HGV.

2.2 We are registered with the DVSA as an Approved Driving Instructor (ADI) (NRI) National register of LGV instructors and Our registration is up to date. We shall display Our current DVSA ADI registration certificate in any vehicle that we use for training, and I will ensure that that ADI certificate is always kept up to date.

## 3 Driving Lessons: Booking, Cancellation & Delays

3.1 A lesson will only be made available to You if You have a pre-booked appointment for it. You should book your course/lesson online, by phone, or by email. It shall be Your and Our responsibility to agree all matters relating to each course/lesson including, but not limited to, date, time, location, and duration.

3.2 Your request to book a lesson course/lesson will be an offer. A non-refundable deposit £500 will secure your course with payment in full expected 2 weeks before starting training. When your booking is confirmed via email confirmation or Total Drive your offer has then been accepted and you are bound to the terms of the contract.

3.3 All cancellations require a 2-week notice period. Any cancellations made after the final payment date will be charged at full course/lesson price.

3.4 We will not guarantee or reserve any lesson slots or tests until the terms of this contract have been agreed and signed by yourself.

3.5 If You know You are going to be late for a lesson, You should contact the office asap. If You arrive (or are not ready) later than 15 minutes after the scheduled start time for Your booked lesson, We will try to provide that lesson but if We decide that We cannot do so, the lesson will be treated as cancelled without notice by You and, if We then decide to make a charge for that lesson cancelled without notice, sub Clause 3.7 below will apply;

3.6 Any lesson/courses marked absent will incur full charges for said lesson/course.

3.7 If You do not give at least 48 hours prior notice of cancellation of a lesson, We will be entitled to charge You for loss that We suffer due to Your cancellation but not more than 100% of the full price of the lesson. We will be entitled to deduct that charge from any sum You have paid in advance, and We shall refund the balance to You.

3.8 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a lesson without giving Us at least 48 hours prior notice, We will consider the circumstances and at Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub Clauses 3.5 and 3.7;

3.9 If We wish to cancel a lesson, We may do so without incurring any liability to You (and You will not have to pay for that lesson) if We give You at least 48 hours prior notice, but if We do not give You at least that minimum notice, We shall be liable for and shall credit You with an additional lesson at no charge;

3.10 Notwithstanding sub-Clause 3.9, We may, without incurring any liability to You, cancel a booked lesson at any time before the start time of that lesson, where either:

3.10.1 Due to instructor illness, unavailability of a suitable vehicle, or other reason beyond Our reasonable control, an instructor is not available or able to provide the lesson fully or properly. If We cancel a lesson in such circumstances, We will refund to You in full any advance payment that You have made to Us for that lesson; or

3.10.2 We have reason to believe that You are not fit to drive at the time of the lesson due to any factors including, but not limited to, alcohol, drugs (whether prescribed or otherwise), illness or other medical condition. If We cancel the lesson for such reason,

We shall be entitled, at Our discretion, either to charge You for that lesson or not to do so but in deciding whether to charge You We shall act reasonably.

3.10.3 Any instances of unacceptable conduct, verbal, physical abuse towards instructors, office staff or other customers will result in an instant suspension of your course until a full investigation is completed. If the investigation proves without doubt that a serious matter has occurred, You will forfeit any fees paid.

3.10.4 We reserve the right to deliver lessons at a 1-1 or 1-2 training ratio.

3.10.5 We reserve the right to deliver lessons in any available vehicle and will not guarantee the same vehicle for all training or tests.

3.11 We will use all reasonable endeavours to start a lesson at the time which You have booked but the start may be delayed by

overrun of a previous lesson or by other circumstances. If a delay to the start is at least 30 minutes, We shall add on to the lesson the time by which the start is delayed at no charge to You or, if that does not suit You, We shall add it on to a subsequent lesson, or if You do not book a further lesson We will refund a part of the fee for that lesson in proportion to the part of the lesson not added on; and

3.12 You may for any reason cancel any lesson(s) during the 14 day period after We accept the booking for it/them (excluding CPC Module 4 bookings) but if the booking includes any lesson(s) on a date which is before the end of that period and if You have expressly requested Us to provide any such lesson(s) and We do so, You may not cancel that or those requested lesson(s) and You must pay for them in accordance with Clause 5, and You may then only cancel any other lesson(s) covered by that booking. If You request that any lesson, be cancelled, You must confirm this in any way convenient to You. If You cancel any lesson(s) as allowed by this Subclause 3.12, and You have already made any payment(s) to Us for the lesson(s), We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the lesson(s) that You have received and a 15% admin fee.

## **4 Lessons: Location & Length**

4.1 We will agree the location for each lesson/course with You at the time of booking. We may choose a location which requires additional travel in the interests of road safety. Location is subject to change.

## **5 Fees & Payment**

5.1 You must pay Our fees for all lessons, and we will charge for lessons on a course basis. You can obtain information on current course fees from [www.cbakerdt.co.uk](http://www.cbakerdt.co.uk).

5.2 We may change Our fees without prior notice but if We increase or reduce the fees between the time You book a course/lesson and the date of the course/lesson, the price increase or reduction will not apply to that course/lesson but where there is a decrease We may in Our discretion decide to refund You the amount of the decrease;

5.3 You shall make payment to Us of Our fees in advance by credit/debit card or bank transfer. We shall give You a receipt/invoice on request for all sums that I receive from You.

5.4 All starter Packages are valid for a fixed term of 6 months from date of purchase. No refund of cost or deposit shall be issued if this part of training is not completed within the 6 month time frame unless at our discretion.

5.5 Pass Protection package fees will not be reallocated if unused and cannot be used against any other training.

## **5.5 Our Obligations**

5.5.1 use Our reasonable endeavours to provide instruction at the agreed lesson times.

5.5.2 use Our reasonable endeavours to train You to a high standard but shall not be responsible for any errors made by You.

5.5.3 be professional and courteous towards You and other road users.

5.5.4 act in accordance with the DVSA Code of Practice for Approved Driving Instructors (a copy of which You can obtain from Me on request); and act in accordance with the law.

## **6 Your Obligations**

- 6.1 You confirm that, in connection with your request(s) to receive driving tuition from Me, you are and will be a “consumer” as defined in Clause 1 above.
- 6.2 You must hold a full valid UK driving licence.
- 6.3 You must always have Your driving licence with You during lessons.
- 6.4 You must demonstrate Your ability to read a number plate from the distance specified in the Highway Code.
- 6.5 You must always wear any relevant prescribed glasses or contact lenses.
- 6.6 You must inform Us of any medical conditions or prescribed medication which may affect Your driving ability.
- 6.7 It is Your responsibility to ensure the correct provisional entitlement is on your licence. Any lessons/test refused because of wrong provisional entitlement will not be reimbursed/refunded.

## **7 Vehicles & Insurance**

- 7.1 We shall ensure that all vehicles that We provide are fitted with dual controls, are fully roadworthy, taxed, have a valid MOT (where relevant) and are fully insured for the purposes of driving instruction.

## **8 Driving Tests**

- 8.1 You shall be responsible for booking theory and practical tests unless You have booked those tests through Us. It shall be Your responsibility to check the details of the test on Your confirmation letter/email.
- 8.2 When You attend a test, you must take all required documentation/licence with You. If You do not, Your test may be cancelled, and You would then lose Your test fees.
- 8.3 If Your test is cancelled by the DVSA We will endeavour to offer You a different test date as soon as is possible.
- 8.4 We reserve the right to delay any test that Our instructor feels You are not ready to pass. In this instance Your instructor will discuss Their reasons for this decision and endeavour to arrange extra tuition if They and You agree. If the test is postponed, We will endeavour to arrange another date when Our instructor is satisfied that You have completed enough training and is confident of Your ability to pass.
- 8.4.1 Pass protection will cover you for 1 x 3a retest, 1 x 3b retest and 1 x Cpc Module 4 retest. Pass protection can be purchased in addition to any booked course.
- 8.5 The instructor’s word is final. There will be no negotiation or second opinions.
- 8.6 All retests will require an additional 4-hour lesson (total 8 hours including test) if a retest cannot be found within 14 days. Retests will be offered if available but are not guaranteed as part of your course.
- 8.7 All requests for additional support from family/friends must be made prior to booking. No other member of the public can accompany you on your lessons or test without prior arrangement.

## **9 Cancellation & Termination**

- 9.1 We may, at My discretion, terminate Your tuition if Your conduct, progress, or commitment consistently falls below the standards that We expect.
- 9.2 You may, at any time, subject to Your meeting the requirements of Clause 3 as to giving notice of Your cancellation of lessons, terminate Your tuition by Us; and
- 9.3 Where sub-clause 10.1 or 10.2 applies, I shall refund to You any fees for lessons that You have paid me in advance.

9.4 Any courses booked and paid for within the 14-day cooling off period will not be refunded if cancelled. Including but not exclusive to: Cpc module 4, Pass Plus, Pass Protection, Cat C and Cat CE, refresher lessons and retests.

## **10 Liability**

10.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of My negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.

10.2 We provide tuition only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

10.3 Nothing in these Terms and Conditions is intended to or will exclude or limit My liability for death or personal injury caused by My negligence or for fraud or fraudulent misrepresentation.

10.4 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or My liability to You, under:

10.4.1 the Consumer Rights Act 2015.

10.4.2 the Regulations.

10.4.3 the Consumer Protection Act 1987; or

10.4.4 any other consumer protection legislation as that legislation is amended from time to time. For more details of Your legal rights, please refer to Your local Citizens’ Advice Bureau or Trading Standards Office.

## **11 Changes to Terms & Conditions**

11.1 We may from time to time change these Terms and Conditions without giving You notice but will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

## **12 Your Personal Information (Data Protection)**

12.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice.

## **13 Regulations**

13.1 We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e., before We accept Your request to book any lesson) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to book a lesson. All that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

## **14 Information**

14.1 As required by the Regulations:

14.2 all the information described in Clause 14; and

14.3 any other information which We give to You about tuition or other services or Us which You consider when deciding to book a lesson or when making any other decision about Our tuition or other services.

14.4 will be part of the terms of My contract with You as a Consumer.

## 15 Complaints

15.1 We always welcome feedback from Our Students and, whilst We always use all reasonable endeavours to ensure that We provide a high standard of tuition and service to Students, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our tuition or other services or any other complaint about Us, please raise the matter with Me (Craig Baker/Kerry Bolton) in person or by phone.

## 16 No Waiver

16.1 No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that Ourselves or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that Ourselves or You will waive any subsequent breach of the same or any other provision.

## 17 Severance

17.1 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

## 18 Law & Jurisdiction

18.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.

18.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause

19.1 above takes away or reduces your rights as a consumer to rely on those provisions.

18.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

## 19 Acceptance

By signing this document, you are confirming that you are 18 years of age or over and have read, understood, and agree to be bound by these Terms and Conditions.

Signer's Name: