

# NGT Driver Training

## Terms & Conditions

These terms apply to all business we undertake for you, in particular all HGV training courses and other services offered by our company **NGT Driver Training, Registered Office:** 33 Dovedale Road, Thurmaston Leicester, LE4 8NA. You agree to take our services and we agree to provide services to you on the terms and conditions below. By purchasing a service or product and making a payment to NGT Driver Training, the customer agrees to be bound by these terms and conditions.

### 1. ORDERING FROM US

**1.1** Most orders are placed by telephone or online. We will send you an order acknowledgement by post or email setting out the course you have booked.

**1.2** Our acceptance of an order takes place when we take payment. When we take payment the purchase contract will be processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.

**1.3** We may refuse to accept a Booking: (a) where training is not available; (b) where we cannot obtain authorisation for your payment; (c) if there has been a pricing or product description error; (d) if you do not meet any eligibility criteria set out in our terms and conditions; or (e) If training is booked for an area in which we are no longer able to provide training, then we reserve the right to refund and cancel the element of the order that is unavailable.

### 2. PRICING

**2.1** Our prices include VAT at the prevailing rates unless stated.

**2.2** Where we charge separately for items of the services we provide, that will be explained fully to you.

**2.3** Our prices are reviewed periodically but you will be told a firm and binding price when you are booked on a course which will not change. However do check the price when booking as, if your original enquiry was from some time ago, the prices may no longer be current.

**2.4** A standard course length of a **C** (You can drive vehicles over 3,500kg), **C+E** (You can drive category C vehicles with a trailer over 750kg) or **D** (You can drive any bus with more than 8 passenger seats)

course is 20 hours, including the time whilst on test, which would normally be run over 5 days but can be condensed or extended to be run between three and six days.

**2.5** In the HGV training industry, a 'DAY' constitutes a driving slot of up to 4 hours in length and may take place anytime between 6am and 6pm.

**2.6** 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.

**2.7** Our standard retest includes 1 hours training before each test.

**2.8** When you book training with us one attempt at each theory test is included. If a trainee fails any theory test then there will be a charge for rebooking, which will include the relevant DSA test fee and an administration charge.

### **3. CANCELLATION & COMPLAINTS POLICY**

**3.1** You have the right to complain about any aspect of our service with which you are unhappy. All complaints regarding any course should be directed to NGT Driver training, Registered Office: 33 Dovedale Road, Thurmaston, and Leicester LE4 8NA and sent in writing via Recorded Delivery and should not be received any later than 7 calendar days after the incident. NGT Driver training will endeavour to acknowledge receipt in writing within 5 working days and reply in writing within 28 working days.

**3.2** If you wish to cancel your training course you must notify us in writing via recorded delivery to **NGT Driver Training, Registered Office:** 33 Dovedale Road, Thurmaston Leicester, LE4 8NA. or via email to [ngtdrivertraining@gmail.com](mailto:ngtdrivertraining@gmail.com) . We do not accept telephone cancellations as we must have a clear record of your cancellation. NGT Driver training will endeavour to acknowledge receipt in writing within 5 working days and reply in writing within 28 working days. If your booking included online Theory Training and you **HAVE** activated the login for this service, £100 would be retained by us for activation of the theory test service. If you have **NOT** activated the login, you will not be charged for the activation.

**3.3** Our Courses once booked are non-refundable, non-transferable and all payments will be lost in the event of cancellation with the exception of bookings covered under 4.3.

**3.4** Under the Consumer Protection (Distance Selling) Regulations 2000 some of our clients who are acting outside the course of a business have a right to cancel within 14 days of booking a course with us, although this can be excluded by us at the time if the services will be provided immediately. We also allow business purchasers to cancel within 14 days without liability. If you wish to cancel your training course you must notify us in writing via recorded delivery to **NGT Driver Training, Registered Office:** 33 Dovedale Road, Thurmaston Leicester, LE4 8NA. Or via email to [ngtdrivertraining@gmail.com](mailto:ngtdrivertraining@gmail.com) we do not accept telephone cancellations as we must have a clear record of your cancellation. NGT Driver Training will endeavour to acknowledge receipt in writing within 5 working days and reply in writing within 28 working days. If your booking included online Theory Training and you **HAVE** activated the login for this service, £100 would be retained by us for activation of the theory test service. If you have **NOT** activated the login, you will not be charged for the activation.

**3.5** Changing your practical driving course dates once dates have been accepted and confirmed: If you wish to change your practical driving course, and give fewer than 4 weeks' notice before the start date

of the course, the full fee is charged as we cannot refill places and will have incurred our own costs. However we always listen to reasonable requests or deferment of a course to another date when you give sufficient notice and if we are able to substitute the full course we will at no extra cost.

**3.6** In the event that the trainee fails 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, and this includes the charges relating to activation of your theory test login details as per clause 4.3.

**3.7** 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, loss of pay, your transport costs and the like.

**3.8** To reserve your place, a non-refundable deposit of £250 towards the course fees is payable. IF it's a retest then the Full amount will be due at the time of the booking.

**3.9** After a deposit has been paid the course material will be sent out via email or by royal mail and the course will commence, this will start in most cases of a medical and the theory tests booked , The balance of the course should be paid no LATER than 10 days before the Practical training starts . A 'Back to Back' course (consisting of both C & C+E licence tests) is considered one course and any cancellations to all or part of the course are subject to the same terms as individual courses.

## **TRAINING TIMESCALES**

**4.0** If a trainee fails to turn up or arrives late for the planned training with less than 24 hrs notice the instructor will not be allowed to make up the training time due to his planner, and training time will be forfeited or will require extra payment for hours made up

**4.1** Theory Training (Module 1 & 2):- Your online training software is valid for 90 days. You are required to **book** your tests for both module 1 and 2 within 90 days. See 5.4 if you require an extension.

**4.2** Practical Training:- If you have purchased one practical element in your programme (e.g. Cat C only), you must **book** all of the elements (theory and practical) within 180 days of starting the programme and complete your training within 270 days. If you have purchased 2 practical elements e.g. Cat C and Cat C+E (Combined Package) you must **book** your first practical within 180 days, and you must **book** your second practical within 90 days of passing the first element. You must complete all training within 1 year.

**4.3** Our courses are of a pre-booked duration. Therefore, if a candidate 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 candidate to test. In the event that the candidate cannot test, we will not be held liable for any costs for extra training, or for replacing the forfeited test. It is the candidates' responsibility to ensure that their driving standard is sufficient for them to pass within the timeframe allowed by the course which they have booked.

**4.4** Classroom Training (Periodic CPC, ADR) and Hi-Ab courses:- If you have purchased classroom training or Hi-Ab training you must **book** your training within 270 days of starting your programme and complete your training within 1 year.

**4.5** Changing your practical driving course dates once dates have been accepted and confirmed: If you wish to change your practical driving course, and give fewer than 4 weeks' notice before the start date of the course, the full fee is charged as we cannot refill places and will have incurred our own costs. However we always listen to reasonable requests or deferment of a course to another date when you give sufficient notice and if we are able to substitute the full course we will at no extra cost.

**4.6** Extension:- If you require more time to complete your training, you must request this in writing to [ngtdrivertraining@gmail.com](mailto:ngtdrivertraining@gmail.com) and ask for our agreement in writing. We reserve the right to charge a fee for extending the time period in which you agree to complete training.

**4.7** Incomplete Training:-If you do not complete your training within the periods stated and have been given a reasonable opportunity to do so, and we do not agree to extend it, you will not be entitled to any refunds.

## **5. DELIVERING YOUR TRAINING**

**5.1** CPC Training: 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 or does not make you exempt from the legislation.

**5.2** If the trainee's instructor advises, in the interests of road safety, that the trainee is a danger to others we reserve the right to terminate the course with all relevant fees forfeited.

**5.3** Our courses are of a pre-booked duration. Therefore, if a candidate 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 candidate to test. In the event that the candidate cannot test, we will not be held liable for any costs for extra training, or for replacing the forfeited test. It is the candidates' responsibility to ensure that their driving standard is sufficient for them to pass within the timeframe allowed by the course which they have booked.

**5.4** All telephone bookings will be confirmed in writing. If you do not receive written confirmation of your booking, there may be a problem with your training. In this event, it is your responsibility to contact Training Operations on 07914269526. If you do not contact us, we cannot be held liable for any lost training, missed tests etc. that may arise as a result.

**5.5** Trainees must ensure that they are not under the influence of alcohol or illegal drugs during their course. If NGT Driver Training 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 are in doubt about whether they could affect your driving, please consult your GP.

**5.6** Trainees are expected to be well rested during their training course. Trainees are advised against working during their training week in the interest of public safety. It is recommended that you take time off work for the driving course. It is your responsibility to ensure that you are not tired when training. If you're Examiner/Instructor or NGT Driver Training feels that it is not safe for you to continue to drive or test your course may be terminated immediately with all relevant fees forfeited, or you may be sent home and miss the rest of your session. Any training missed will be forfeited and will not be reimbursed.

**5.7** If you are banned from driving for any reason, after you have made your booking with us, your rights to any refund will be as per the Terms laid out in Clause 4.

**5.8** Trainees commit to conducting themselves in an appropriate manner. NGT Drive Training reserves the right to terminate a course without notice should they, in their reasonable discretion, decide that a Trainee Driver has acted or behaved inappropriately, including but not limited to verbal and physical abuse towards NGT Driver Training, Training Partner staff or DSA staff. If a Trainee Driver wishes to appeal such a decision they should do so to NGT Driver Training by following the Cancellations and Complaints procedure listed under Clause 4.0

**5.9** Chargebacks – If you already have a card chargeback refund request processing with us, we will 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 and a chargeback is raised, 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 recommence 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.

**5.10** 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.

**5.11** The trainee must have their driving licence and any relevant theory test certificates at all times during training and testing and may forfeit training and/or tests if they are not available for the instructor or examiner to check throughout the course. If the trainee has an old type paper licence then they will also need approved photographic identification i.e. a valid passport. Please refer to [www.gov.uk](http://www.gov.uk) for acceptable forms of photographic identification if in doubt.

## **6. LIABILITY AND GENERAL**

**6.1** Although we endeavour to provide our services with reasonable skill and care, we limit our liability to you to the fullest extent permissible by applicable law to the fees you have paid us in the 12 months prior to a claim. We do not accept and hereby exclude liability for indirect loss, loss of profit, revenue or goodwill. However nothing in these terms excludes nor limits our liability for death or personal injury caused by our negligence nor for fraud or fraudulent misrepresentation.

**6.2** Any disputes will be handled by the English courts under English law. However raise complaints with us first in writing. These terms are the entire agreement between us and replace any other or earlier terms and you agree you have not relied on any representation from us in entering into this Agreement. Any variation to these terms must be agreed in writing and signed by both of us. Our failure to enforce a right will not waive it and any unenforceable term will be severed from this Agreement.

**6.3** NGT Driver Training reserves the right to update or amend these Terms and Conditions at any time and that the Terms and Conditions prevailing at the time of enquiry apply – this is in accordance with law and does not affect your statutory rights.

## **7. WEBSITE TERMS**

The material on this website is our copyright and you must not copy it without our permission nor use it for any business purpose. Although we try to ensure it is up to date we cannot be liable for any inaccuracies. Nothing in these terms affects your statutory rights.

