

SPECIALISED TRAINING SERVICES LIMITED (“Advantage” / “AdvantageHGV”) TERMS AND CONDITIONS
Please note, all calls are recorded for training and monitoring purposes

PRIVACY POLICY: AdvantageHGV is committed to preserving the privacy of all visitors to our website at www.advantagehgv.co.uk. Please read the following privacy policy to understand how we use and protect the information that you provide to us. By registering or placing an order on this website, you consent to the collection, use and transfer of your information under the terms of this policy. INFORMATION THAT WE COLLECT FROM YOU When you visit, register or order products or services on www.advantagehgv.co.uk you may be asked to provide certain information about yourself including your name, contact details and credit or debit card information. We may also collect information about your usage of our website as well as information about you from messages you post to the website and e-mails or letters you send to us. To maintain customer service standards and to assist staff training, we may record and monitor incoming calls.

Please note, we do not store credit card details nor do we share customer details with any 3rd parties

1. Obligations of the “Trainee Driver” (anyone who has made a payment towards any course provided by Advantage):

- (a) Provide full and accurate information to *Advantage* at all times – failure to adhere to this may invalidate a booking and result in the Trainee Driver forfeiting all monies paid towards their course
- (b) Be in possession of all necessary legal and/or driving documentation at all times while undertaking their course – the Trainee Driver accepts full responsibility for their driving licence and the entitlements thereof
- (c) Ensure the correct provisional and full entitlement(s) have been added to their driving licence – any Trainee Driver without the correct entitlement(s) may not be allowed to train and all monies paid towards the associated course will be forfeited
- (d) Ensure their driving licence is valid – if a Trainee Driver is banned from driving at any point during their contractual period all monies paid towards their course will be forfeited
- (e) Show the relevant testing authority a form of photographic ID (i.e. their current driving licence, with the correct entitlement) on the day of their Theory / Practical Test and where appropriate produce valid Theory Test pass certificates – if these conditions are not met the Trainee Driver will fail the Test and forfeit all monies paid in relation to that Test
- (f) Ensure they are not under the influence of alcohol or illegal drugs during their course – if *Advantage* or our accredited Training Partners discover a breach of this commitment the course will be terminated immediately with all relevant fees forfeited
- (g) Undertake to attend their training course on the agreed date(s). If a Trainee Driver wishes to change the agreed dates they must provide suitable notice and pay the associated change fee – these are at the discretion of *Advantage* and prices vary: please contact *Advantage* for prices and terms. If the associated change fee is not paid the course will proceed as originally agreed and the Trainee Driver’s result will be recoded as a ‘Fail’ with all monies paid towards that course forfeited
- (h) Accepts that if the qualified instructor believes the Trainee Driver has not reached the required standard to attend the driving or operator Test for reasons of safety, the Trainee Driver will be excluded from that Test with the outcome recoded as a ‘Fail’
- (i) Commit to conducting themselves in an appropriate manner: *Advantage* reserve 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 *Advantage* staff, Training Partner staff or DSA staff. If a Trainee Driver wishes to appeal such a decision they should do so to the Operations Manager, Specialised Training Services Limited, Shropshire House, 179 Tottenham Court Road, London, W1T 7NZ
- (j) Whilst under contract with *Advantage* the Trainee Driver undertakes that *Advantage* will be their sole training provider for all LGV, PCV and related training courses. Payment for all future driving and operator licences must be made to *Advantage* – failure to adhere to this will result in the immediate cancellation of their contract and forfeiture of all monies paid to *Advantage*
- (k) Understands that *Advantage* reserve the right to update or amend these Terms and Conditions (Ts & Cs) at any time and that the Ts & Cs prevailing at the time of enquiry applies – this is in accordance with law and does not affect a Trainee Driver’s statutory rights. An up-to-date version of the Ts & Cs can be found at www.advantagehgv.co.uk (last updated 1st Aug ’11)

2. Training with Advantage:

- (a) For ‘full’ LGV and PCV courses, provided the minimum Registration Fee has been paid *and* the Trainee Driver’s contract is valid, Trainee Drivers are entitled to 1x attempt at the two-part DSA Theory Test (Multiple Choice Questions and Hazard Perception clips) which *Advantage* will arrange on the Trainee Driver’s behalf. If a Trainee Driver fails either part of the Theory Test, the cost of any subsequent Retest(s) are the responsibility of the Trainee Driver – please contact *Advantage* for prices and terms
- (b) The minimum course length of a ‘standard’ category ‘C’ or ‘C+E’ course will be 14 hours rising to a maximum of 40 hours (including the time whilst on Test), spanning a minimum 3-day period
- (c) A training day may start at various times throughout the day with the Trainee Driver spending between 3.5 and 8 hours in the vehicle each day
- (d) Depending on training centre location and vehicle availability, training will take place on either a one-to-one (1:1) or two-to-one (2:1) basis
- (e) In the event of the training vehicle breaking down, *Advantage* will arrange for the Trainee Driver to have further training to make-up for lost time – this rebooking will be at a time convenient for the Trainee Driver and will be delivered at no extra cost
- (f) In the event that a course or part of a course is cancelled due to instructor illness, *Advantage* will rebook any undelivered training at a time convenient for the Trainee Driver and at no extra cost
- (g) In the event that a course or part of a course is cancelled due to inclement weather, *Advantage* will rebook any undelivered training at a time convenient for the Trainee Driver and at no extra cost. However if the full complement of training has been delivered but the Test was cancelled, Trainee Drivers can still attend the rearranged Test but additional training may have to be paid for – please contact *Advantage* for prices and terms
- (h) In the event that a Trainee Driver fails to attend or complete their course for whatever reason, including but not limited to certified sickness, all course fees will be forfeited
- (i) *Advantage* reserve the right to amend course dates without any financial penalty – appropriate notice will be provided

- (j) Where applicable all course bookings are inclusive of *DSA* Test fees however the Trainee Driver is required to pay the additional fee to test in the evening or on Saturdays – please contact *Advantage* for prices
- (k) Any complaints about *Advantage* courses should be directed to *Customer Services* and sent by Special Delivery to the address above. *Advantage* will endeavour to reply within 28 working days
- (l) All bookings will be confirmed by *Advantage* and sent to the trainee driver via post, email or SMS. If a Trainee Driver has not received confirmation of their agreed booking they must contact *Advantage* – without confirmation from *Advantage* there is no proof of booking but trainee drivers are still required to attend
- (m): *FastTrack* courses may in certain instances contribute towards 'Driver CPC Periodic Training' – this depends on individual circumstance and, pursuant to clause 1(c), entitlements on the Trainee Driver's driving licence

3. Payment terms:

- (a) Course fees include a Registration Fee of £100 which is non-refundable unless the booking is cancelled within 7 days of the original payment (unless pursuant to clause 4(e) below). This does not affect your Statutory Rights under the *Distance Selling Regulations, 2000*. The Registration Fee covers 3 months access to an online Theory Test training software a/c, Theory Test fee, course registration fee, as well as *DVLA* licence application and medical discount form
- (b) Course fees vary: please contact *Advantage* for details of current prices
- (c) Course fees must be paid in full before dates for that course can be arranged on a Trainee Driver's behalf
- (d) *Advantage* allow interest-free deposit and part payments however pursuant to clause 3(c) above courses cannot be booked if there is an outstanding balance. Upon making an initial part-payment a schedule of follow-up payments must be agreed which will be confirmed in writing by *Advantage*. If a Trainee Driver fails to honour their payment plan and a missed payment is not settled within 14 days all monies paid towards the Trainee Driver's course will be forfeited
- (e) A Trainee Driver's contract begins on the day of their first transaction and their contract is valid for a period of 6 months (with the exception of *Back-to-Back* and *FastTrack* bookings – please see clauses 4(l) and 4(m) below)

4. Cancellation and refund policy:

- (a) Providing the remaining provisions in section 4 have been adhered to, if the Trainee Driver cancels their booking within 7 days of paying their initial Registration Fee any monies paid to *Advantage* will be refunded in full, provided the Trainee Driver returns the Starter Pack in the same condition it was issued and provided the booking was placed without face-to-face contact – this is in accordance with the *Distance Selling Regulations, 2000*
- (b) Cancellations must be made in writing and sent by Special Delivery to *Advantage Training Services* at the address stated above. The timescale for all refunds begins from the proof of postage date applied by *Royal Mail*
- (c) *Advantage* will endeavour to acknowledge a Trainee Driver's cancellation letter within 5 working days of receipt. Subsequent communication will outline the company's decision regarding the Trainee Driver's request for a refund and where a refund payment applies this communication will clarify the date and amount of the refund payment
- (d) Any approved refund will be returned to the Trainee Driver 28 working days from receipt of the Trainee Driver's request – please refer to clause 4(b) for clarification on when the refund timescale begins
- (e) The term 'Course Bookings' and 'Booking' applies to any Trainee Driver who has made a full or part-payment towards any course provided by *Advantage*. In line with the *Distance Selling Regulations, 2005 (amended)*, if a Trainee Driver's online Theory Test training software account has been accessed their training is deemed to have begun, the 7-day 'cooling off' period outlined in clause 4(a) will no longer apply and the refund will be subject to the deductions outlined in the remainder of section 4
- (f) Pursuant to clause 3(e), the following deductions apply to all refund requests:
- Requests received within 7 days of initial transaction (unless clause 4(e) applies): no cancellation fee and no registration fee, however as prescribed under the *Distance Selling Regulations, 2000* a £35 charge will be applied for 'disbursements'
 - Requests received after 7 days of initial transaction: a cancellation fee of 50% plus £100 Registration Fee
 - Requests received after 6 calendar months of initial transaction: a cancellation fee of 100% applies
- (g) *Pass Protection* policies provided by *Advantage* allow an additional 2x attempts at the *DSA* driving Test – they do not allow additional attempts at the Theory Test (LGV or CPC) or CPC Module 4 Test. *Pass Protection* policies are non-refundable but for *Back-to-Back* customers the Retests are transferable across category C and C+E courses
- (h) Retests: in the event that a Trainee Driver fails their *DSA* driving Test and they do not have *Pass Protection* in place, a £100 deposit payment will automatically be processed from the Trainee Driver's account on the day *Advantage* are made aware of the outcome – this transaction will form a part-payment towards a Retest, ensuring immediate booking for the Trainee Driver. Similarly if a trainee driver fails the CPC Module 4 Test a £100 deposit payment will automatically be processed from the Trainee Driver's account. The Retest deposit is valid for six months and the balance of the Retest must be paid by the Trainee Driver before a Retest date can be confirmed – please contact *Advantage* for Retest prices. If a Trainee Driver does not wish to take an immediate Retest they can opt-out of the automatic Retest deposit payment plan by contacting *Advantage* within seven days of receiving their booking confirmation correspondence (as per the *Distance Selling Regulations, 2000*)
- (i) CPC Module 2 & 4 packages are non-refundable
- (j) Trainee Drivers can attend the course(s) they have purchased up to 6 months from their initial purchase date – any courses unattended within 6 months of purchase will become null and void with no refund applicable. However, if the Trainee Driver contacts *Advantage* in writing before the end of their 6-month contractual period it may be possible to extend their booking – this is at the discretion of *Advantage* and the prevailing cost of the training will apply. Any additional fees – along with an accompanying extension fee – must be paid in full in order to extend a Trainee Driver's contract period beyond the initial 6-month period
- (k) If a Trainee Driver has had dates confirmed in writing (via post, email or SMS), the booking is both non-cancellable and non-refundable. If a Trainee Driver has had dates confirmed in writing but finds they are unable to attend it *may* be possible to rearrange their booking – this is at the discretion of *Advantage* and will incur a change fee: please contact *Advantage* for prices and terms
- (l) If a Trainee Driver has purchased a '*Back-to-Back*' package:
- The training course is deemed to have begun as soon as dates for the category C course are confirmed in writing – as such no refund is offered on unused C+E courses
 - If the Trainee Driver has successfully completed the category C portion of a *Back-to-Back* package the C+E course must be booked within 3 months of passing the category C course: pursuant to clause 4(j) this therefore extends a Trainee Driver's overall contractual period to 9 months and if the C+E course has not been booked within 9 months of initial transaction the C+E course will become null and void with no refund owed. In such instances the Trainee Driver may pay an extension fee allowing them to attend the C+E course – please contact *Advantage* for prices and terms
 - Trainee Drivers are permitted to move monies originally earmarked for C+E courses to fund alternative training packages. Such changes are dependent on written permission from the Trainee Driver and will incur an administration fee which must be paid before the transfer can take place – please contact *Advantage* for prices and terms
- (m) *FastTrack* courses are both non-cancellable and non-refundable and subject to the same course change fee criteria outlined in clause 4(k). Additionally:
- *FastTrack* courses must be attended no more than 3 months after completion of a driving course – pursuant to clause 4(j) this therefore extends a Trainee Driver's overall contractual period to 9 months after which time *FastTrack* becomes null and void

- *FastTrack* may contribute towards Driver CPC Periodic Training, however Trainee Drivers cannot delay attending *FastTrack* because of issues regarding their licence and the associated entitlements thereof

(n) Medicals: if a Trainee Driver has their application for a provisional licence rejected by the DVLA's medical board on the basis of medical grounds, all course fees paid by the Trainee Driver will be refunded. This is dependent on the Trainee Driver sending *Advantage* a copy of the DVLA's formal rejection letter and is subject to the Trainee Driver's contractual period: it is the responsibility of the Trainee Driver to inform *Advantage* if the DVLA have not reached a decision regarding a medical – provided the Trainee Driver informs *Advantage* within their 6-month contractual period *Advantage* will allow a full refund on the basis of medical grounds

- The cost of any training already delivered will be deducted from the subsequent refund payment

- NB it is the DVLA not the examining doctor who determine the outcome of a Trainee Driver's medical and any correspondence from an examining doctor will not be admissible as evidence of a refund on the basis of medical grounds

5. Confidentiality and Data Protection:

(a) *Advantage* will keep confidential any information which the Trainee Driver supplies to *Advantage* in connection with this agreement, with the exception of basic personal details which may be shared with Training Partners and potential employers as part of the placement service provided by *Advantage*

(b) *Advantage* will be responsible for ensuring that the processing of personal data complies with the *Data Protection Act, 1998*

6. Other Terms:

(a) By paying the minimum Registration Fee the Trainee Driver agrees to participate in *Advantage* publicity

(b) This agreement is governed by English law. Both *Advantage* and the Trainee Driver submit to the exclusive jurisdiction of the English and Welsh courts in relation to any dispute concerning this agreement

(c) By paying the minimum Registration Fee the Trainee Driver agrees to be bound by the above