

Terms & Conditions for the Purchase of Logistics Training from Norfolk Training Services Ltd

Between Norfolk Training Services Ltd ('the Company') and ('the Client'). (Corporate clients purchasing training for an employee are responsible for ensuring that they and the employee comply with terms and conditions.)

1. **Provisional Bookings:** These will be accepted by telephone but must be confirmed within 10 days from receipt of our Provisional Booking Confirmation and, in the case of driver training for classes B, C1, C, C+E, D and D, by payment of a 25% deposit. If the signed Provisional Booking Form is not returned, accompanied by the deposit where required, the booking will lapse. Purchase orders will be accepted subject to the Company's approval. The price quoted on the Provisional Booking Confirmation will lapse after 60 days and a new booking will be necessary.
2. **Confirmed Bookings:** Where a deposit is required, the booking will be said to be confirmed on receipt of the deposit and required documents. All other bookings will be said to be confirmed on receipt of full payment of the course fees together with required documents. 'Required documents' is taken to mean a signed 'Terms and Conditions for the Purchase of Training' and any application forms that the Company has indicated are required. In the case of approved corporate clients, a signed purchase order will substitute for payment of fees.
3. **Late Bookings:** the fees for bookings made less than fourteen days prior to the commencement of training must be paid in full at the time of acceptance of the booking by the Company.
4. **Deferred Bookings:** The Company will defer bookings only in cases of genuine emergency. Otherwise failure to attend will mean forfeit of the course and payment.
5. **Changes to Bookings:** The Company will make every effort to ensure that agreed booking dates and times are adhered to and undertakes to notify customers of any variations to booked courses. Should the company have to make changes to courses booked, alternative dates and times will be offered to clients.
6. **Payment of Training Fees:** Settlement of outstanding fees must be made prior to the commencement of training unless otherwise agreed. Payment can be made in cash, by cheque and by credit or debit card either in person or by telephone. Cheques should be made out to Norfolk Training Services Ltd.
7. **Cancellation:** A charge of 25% of the total fee payable will be made subject to written cancellations being received at least fourteen clear working days before course commencement. After this date, the full course fee is payable and no refunds or transfers can be made. At the Company's discretion and when legally possible, substitute delegates will be allowed.
8. **Training Timetable:** Driving training courses for Large Goods Vehicle (Categories C and C+ E), Passenger-Carrying Vehicle (Categories D and D1) and Car/Van and Trailer (Category B+E) are structured and priced on the basis of shared tuition, i.e., one instructor and two learners per vehicle throughout the training day which runs from Mon to Thurs 0830 to 1700 and Fri 0830 to 1600. On days when there is only one learner, tuition will be restricted to 4 hours per training day. At the discretion of The Company and in agreement with the learner, the training day for one-to-one tuition may be increased to 8 hours with a contingent reduction in the number of training days provided. Car driving training courses are structured and priced on the basis of one-to-one tuition with a training day running from Mon to Thurs 0830 to 1700 and Fri 0830 to 1600. Alterations to the training day may be made to reflect timings of the practical driving tests. Details of training structure and prices for driving courses not listed above are available on request. Tuition for non-driving training courses is structured according to awarding body approval and the Client will be informed of course timetable following receipt of booking confirmation.
9. **Driving Licences:** It is the responsibility of the learner to ensure that he/she is properly licensed to drive under instruction and to undertake a practical driving test. For the avoidance of doubt, learners will require a provisional licence valid for the class of vehicle that they will be driving under instruction. Licences can be invalidated by a number of conditions: e. g., photocard expiry dates or requirements to wear corrective lenses when driving. (A comprehensive list of conditions is available from the DVLA). The Company strongly recommends that the Clients satisfy themselves that their driving licence is valid for driving and test purposes and requires the client to provide evidence to that effect in the form of a DVSA 'check code' at the time of confirming a booking for licence acquisition training. The Company requires Clients to provide evidence of having passed Theory and Hazard-Perception tests prior to the commencement of training, as Driving & Vehicle Standards Agency Examiners will not allow tests to be taken without evidence of tests having been passed. The Client will be liable for the cost of any additional training and replacement test in the event of them being refused permission to undertake a practical driving test because of failure to produce any valid document. Where the holding of a driving licence (or any other certificate) is a requirement for any course offered by the Company, training will only be provided on presentation of such licences or certificates.
10. A Client undertaking a Module 4 Practical Demonstration Test must present a pass certificate for Module 2 Driver CPC Case Study Test before commencing training. As with Practical Driving Tests, Driving & Vehicle Standards Agency Examiners will not allow learners to undertake the Module 4 Practical Demonstration Test should they fail to present a valid pass certificate for Module 2 Driver CPC Case Study Test.
11. **Drivers Hours and Working Time Regulations:** The training of mobile workers is deemed to be 'other work' for the purposes of drivers' hours and Working Time Directive regulations. Employers and drivers must ensure that drivers are not infringing their rest requirements by attending such training.
12. **Driving Assessments:** Driving assessment undertaken by a client in the company of a Company agent or representative (whether paid for, conditional or free) are intended to ascertain the client's apparent driving ability on the occasion on which the assessment takes place. Driving assessments form no guarantee of driving ability or practice on other occasions. In the case of assessments designed to determine the quantity of training required for the client to attain DVSA practical test standard, no guarantee is given as to the likely outcome of any such test undertaken. Completion of a driving assessment in no way implies that all other conditions required by a DVSA Examiner to allow a candidate to take a practical driving test have been met. The client's attention is drawn to item 8 above
13. **General:**
 - a) Whilst every effort is made to ensure that information given by way of instructions and course notes or handouts, the Company does not accept any responsibility for errors and omissions.
 - b) The company cannot accept responsibility for the failure of the client to pass any test for which training has been provided.
 - c) Delegates to training courses are required to adhere to any instructions and notices issued by the company or its agents. The company does not accept responsibility for personal belongings or vehicles left on the premises
 - d) The company cannot accept responsibility for any disputes that arise with awarding or examination bodies.
 - e) The company requires that all delegates adhere to the company Health and Safety policy and/or the provisions of the Health & Safety at Work Act 1974 whilst attending training courses.
 - f) The Company reserves the right to cancel, amend or alter any programme, dates or course due to numbers or any other circumstance beyond their control.
 - g) Adherence to the Company's recommendations with regard to the amount of training required by the client for any qualification does not imply a guaranteed successful outcome in any related test.
 - h) The Company's standard terms and conditions will prevail over any other terms and conditions

I have read, understood and accept the above terms and conditions

Signed:

Date:

Print Name:

On behalf of Norfolk Training Services Ltd

Signed

Date

Print Name: