

# BIG WHEELERS (SOUTH WALES) LIMITED

## TERMS AND CONDITIONS

### Introduction

Please see below the Terms and Conditions (T&C's) when Big Wheelers (South Wales) Limited supply services to our customers.

You are required to read these T&C's so you are fully aware of the services Big Wheelers (South Wales) Limited provide and the obligations required of the trainee driver, company or organisation.

The T&C's will also give you detailed information on your rights to cancel or amend any booked training, and also a complaints procedure if you are not happy with the service you receive.

It is important to note that when a trainee, company or organisation makes an actual payment, provides a purchase order number or the provision of an invoicing address this will constitute an agreement and acceptance of these T&C's.

### 1. Services Provided By Big Wheelers (South Wales) Limited

- 1.01 Provide the trainee driver with DVLA forms D2 and D4 in order to apply for a provisional LGV or PCV driving licence.
- 1.02 Offer a free one hour driving assessment in order to propose a course duration suitable to the individuals driving ability.
- 1.03 Advise the trainee driver on the current training costs and discuss the eligibility for training grants or retail finance.
- 1.04 The course fee covers the use of the vehicle on training and when on the practical test; manoeuvring area facilities and running costs such as fuel and insurance.
- 1.05 Provide online theory training for the multiple choice, hazard perception and case study tests at discounted rates.
- 1.06 Register the trainee driver for the LGV or PCV theory test at a suitable theory test centre.
- 1.07 Provide a qualified instructor in the correct licence category of vehicle to which you are being trained.
- 1.08 Provide an LGV, PCV or B+E vehicle that fully meets the minimum test vehicle requirement.
- 1.09 The training vehicles are fully comprehensively insured; a trainee driver would not be liable for any insurance excess payment.
- 1.10 Register the trainee driver for the LGV, PCV or B+E practical driving test at a suitable practical test centre.
- 1.11 Provide and facilitate Initial Driver CPC Modules 2 and 4 for both LGV and PCV drivers.
- 1.12 Administer and coordinate JAUPT Approved Driver CPC Periodic training in association with DATSO Training.
- 1.13 Provide contact details of local driving agencies and companies who are asking for new drivers.
- 1.14 Our definition of a working day is from Monday to Friday. Saturday, Sunday and Bank Holidays are excluded from this definition.

### 2. Obligations of the Trainee Driver or Company

- 2.01 The trainee driver or company will provide accurate and full information to Big Wheelers (South Wales) Ltd at all times; in particular change of contact address or email address and contact telephone number.
- 2.02 The trainee driver will be in possession of the necessary driving documents at all times while undertaking a course.
- 2.03 Prior to taking any test, the trainee driver must prove their personal identity by means of producing their UK plastic driving licence to the verifying officer at the theory test centre, or to the DVSA examiner at the practical test centre.
- 2.04 The trainee driver must also hold the correct provisional entitlement for the type of vehicle they intend to drive, and where appropriate hold a valid theory test pass certificate.
- 2.05 Where the trainee driver fails to meet the conditions of paragraph 2.3 or 2.4 the relevant test will not take place and the individual will forfeit all fees in relation to that test.
- 2.06 If the trainee driver is considered by the driving instructor to be suffering from sleep deprivation, the course will be suspended for 24 hours and relevant fees will be lost.
- 2.07 If the trainee driver is considered by the driving instructor to be under the influence of alcohol or drugs, the course will be terminated and all training and test fees will be forfeited.
- 2.08 The trainee driver is to arrive punctually each day. Additional training or refunds will not be given to late arrivals.
- 2.09 All tests booked with the DVSA by Big Wheelers (South Wales) Ltd on behalf of the trainee driver or company will be subject to the DVSA's terms and conditions in relation to cancellation or refund of any monies paid.
- 2.10 When training under the ReAct Scheme the trainee must complete and pass all tests in order to receive funding support. Should the trainee withdraw from the course at any point the individual is liable for all training and test fees plus VAT. This includes a withdrawal after a test fail. Any retests will have to be funded by the individual.
- 2.11 When attending Driver CPC Periodic training the delegate must provide their valid UK driving licence, driver qualification card or digital tachograph card each day. Failure to do so will result in course cancellation and no refund.
- 2.12 The trainee driver or company are to fully comply with supplementary terms & conditions when booking, amending, cancelling or attending Driver CPC Periodic training.

### 3. Training with Big Wheelers (South Wales) Limited

- 3.01 For general enquiries and bookings normal office hours are 8am to 5pm, Monday to Friday.
- 3.02 A normal driver training day of 'one to one' tuition will be for a period of four hours incorporating a small rest break of no more than 15 minutes.
- 3.03 With an extended driver training period of 'one to one' tuition a 6 hour training day will include a rest period of 20 minutes, and where an 8 hour training day is taken break time will be no more than 30 minutes.
- 3.04 For classroom based Driver CPC Periodic Training a normal training day will be from 8.30am to 4.30pm.
- 3.05 Big Wheelers (South Wales) Ltd reserve the right to amend training dates and timings should the need arise. In such a case the trainee driver or company will be given at least 24 hours of notice.
- 3.06 Big Wheelers (South Wales) Ltd will make every effort for the trainee driver to remain with the same instructor and vehicle throughout the training course; but reserve the right to change the instructor or vehicle if so needed.
- 3.07 In the event of urgent maintenance or the training vehicle breaking down, Big Wheelers (South Wales) Ltd will arrange for the trainee driver to have further training to make up for any time lost.

- 3.08 Any complaint about training provided should be made in the first instance to the instructor at the end of the day.
- 3.09 Any complaint about course administration should be made in the first instance to the Office Manager.
- 3.10 Any complaint not resolved by the instructor or Office Manager should be made in writing to the Company Director no later than 48 hours after the incident.
- 3.11 The Director will liaise between the customer and staff member and endeavour to resolve the complaint within 14 days.
- 3.12 Big Wheelers (South Wales) Ltd are not liable for any consequential loss, whatsoever, arising from the DVLA in rejecting any DVLA medical or licence application forms.
- 3.13 Online theory test training packages and DVSA theory test fees are non-refundable.
- 3.14 To reserve a LGV, PCV or B+E training course a non-refundable deposit of £115.00 is required.
- 3.15 Course fees and test fees will vary subject to the duration of training and test date. Current prices are available from Big Wheelers (South Wales) Ltd and will be put in writing. All quotes will remain valid for 30 days.
- 3.16 The trainee driver must pay the any outstanding fees on the first training day by credit card, debit card or cash. Failure in doing so may result in Big Wheelers (South Wales) Ltd withdrawing the training service or allocated test without any refund to the customer.
- 3.17 In the event of any late payment, or any part thereof, an interest rate of 8% plus the Bank of England base rate may be charged from the time the payment became due to the date of actual payment.
- 3.18 Any cancellation, amendment or refund request for LGV or PCV module 1 or module 2 DVSA theory test fees must be made in writing to the Office Manager and received at least 3 or more clear working days before the start of the agreed test. Failure to do so will result in the loss of the fee.
- 3.19 Any cancellation or refund request for practical or classroom training must be made in writing to the Office Manager at least 6 clear working days before the start of the course. Failure to do so will result in cancellation fees – see para 3.21.
- 3.20 Changes made by the trainee driver or company to amend any practical or classroom training or test date will be amended free of charge provided at least 6 or more clear working days notice is given prior to the start of the course. Failure to provide sufficient notice may result in cancellation fees – see para 3.21.
- 3.21 Late cancellation of less than 6 clear working days prior to the start of the first practical training day or first classroom training day will result in a cancellation fee of £100.00 per practical training day and loss of the DVSA test fee (where applicable) or a cancellation fee of £50.00 for each classroom training day.
- 3.22 A trainee driver or company who withdraws from training after starting a course will be charged the full cost of the agreed course and the DVSA practical test fee.
- 3.23 No show (failure to attend the agreed training course in full or part thereof). The trainee driver, company or organisation will be liable to pay for the full course and DVSA test fee in full.
- 3.24 Big Wheelers (South Wales) Ltd are not liable for any consequential loss, whatsoever, arising in the event of the DVSA in cancelling the theory or practical test. Claims can be made to the DVSA, in line with the guidelines published on the Gov.uk website.

#### **4 Training on-site at Customer Premises**

- 4.01 The company is to provide a point of contact with a mobile telephone number who is present on the site.
- 4.02 A training room or quiet office will be required for theory training and tests where appropriate.
- 4.03 Safe work equipment is to be available for the full duration of the agreed course.
- 4.04 Should a serious safety defect be found with any work equipment the training will be cancelled and the company will be liable for all instructor and training costs to be paid in full.
- 4.05 After training has started the trainee's must not be used for normal work duties.

#### **5 Additional Finance Terms and Conditions**

- 5.01 Your attention is drawn to your rights as a customer under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 for all distance sold courses.
- 5.02 Your booking is covered by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 which entitles you to cancel an agreed contract within 14 days should you decide to change your mind, and obtain a full refund. This is also referred to as the 'Cooling off Period'.
- 5.03 However, you must be aware where a customer begins the course within 14 days of the contract being agreed, the customer is waiving their cancellation rights.
- 5.04 In this instance, the course will begin when the customer has logged in and activated the Driving Test Success online theory training facility.
- 5.05 Big Wheelers (South Wales) Limited is acting as a credit broker offering finance products from Omni Capital Retail Finance Limited.
- 5.06 Credit is subject to status.

#### **6 Confidentiality and Data Protection**

- 6.01 Big Wheelers (South Wales) Ltd will keep confidential all information (i.e. copy of driving licence, etc) which the trainee driver supplies in connection with this agreement.
- 6.02 Big Wheelers (South Wales) Ltd will be responsible for ensuring that the processing of personal data complies with the Data Protection Act 1998.

#### **7. Law**

- 7.01 This agreement shall be construed as being subject to the laws of England and Wales and embodies all the terms and conditions agreed between the parties.