

## Tockwith Training Terms and Conditions

1. The terms and conditions listed below form a contract between the customer booking the training course "the Customer" and Tockwith Training Services Limited, a company registered in England & Wales under number 07205247 whose registered office is located at The Training Centre, Shirbutt Lane, Hessay, York, YO26 8JT VAT registration number 989927035 "the Company". The Company's address for all communications (including complaints) is The Training Centre, Shirbutt Lane, Hessay, York, YO26 8JT. Email: bookings@tockwithtraining.co.uk
2. A non-transferrable deposit of 40% of course fees is due at the time of booking by debit/credit card or cash. If a deposit is not received, we reserve the right to consider any provisional telephone booking as cancelled.
3. All course fees must be paid in full 7 working days before the course commences. The fees charged by the Company for its courses can be found on the quote provided.
4. All major credit or debit cards are accepted. If paying by credit card an additional charge of 2.5% will be payable. There is currently no charge if paying with a debit card.
- 5.1 Some Customers will have a right to cancel this contract under the Consumer Protection (Distance Selling) Regulations 2000 "the DSRs". (Those excluded from this right to cancel are Customers buying training courses from the Company in the normal course of their business). Where the right to cancel under the DSRs applies the Customer may cancel its contract with the Company as follows:-
  - 5.1.1 where the Customer has received a written copy of these terms before the Contract was concluded the Customer may cancel this contract at any time up to the end of the seventh working day from the day this Contract was concluded UNLESS the Customer has agreed to the training courses starting before the end of this cancellation period in which case the Customer's right to cancel will end when the Company has started supplying the training courses;
  - 5.1.2 where the Customer receives a written copy of these terms after the Contract was concluded the Customer may cancel this contract at any time up to the end of the seventh working day from receipt of the written copy of these terms UNLESS the Customer has agreed to the training courses starting before the end of this cancellation period in which case the Customer's right to cancel will end when the Company has started supplying the training courses
- 5.2 Where there is a right to cancel under the DSRs the Customer does not need to give the Company any reason for cancelling this Contract nor will the Customer have to pay any penalty.
- 5.3 Other than cancellation in accordance with clause 5.1 course cancellation must be made no later than 28 days prior to the commencement of the course by letter or email. Should a course be reserved to commence with less than a 28 day period and then cancelled for whatever reason full course fees will become payable to the Company unless we can re-sell it as follows:-
  - 5.3.1 the Company will retain the deposit and other fees paid and endeavour to re-sell the course elsewhere. Where the Company is able to re-sell the course in full for the same price due to be charged to the Customer the deposit and any fees paid, less a reasonable administrative charge, will be returned to the Customer.
  - 5.3.2 in the event that the Company cannot recoup the full course cost elsewhere any loss suffered will be recouped, in the first instance, from the deposit and fees paid by the Customer. Any outstanding loss will be payable by the Customer to the Company.
  - 5.3.3 In the event that the Company is able to recoup its losses in full from the deposit and fees paid previously by the Customer any remaining balance of the deposit and fees paid will be refunded to the Customer.
6. Course fees are payable in full if condition no 5 is not adhered to.
7. The Company cannot be held responsible for a practical test being cancelled by the Driving Standards Agency. On booking your course with us you can pay an insurance fee which will cover the cost of the use of vehicle on test and travel to and from Walton test centre in the event of your test being cancelled by the Driving Standards Agency through no fault of yours or ours. Please ask for details.
8. In the event of a breakdown, the Company will provide tuition and test not taken at no extra cost.
- 9.1 This clause 9 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of:
  - 9.1.1 any breach of this agreement however arising;
  - 9.1.2 any use made by the Customer of the services provided under this agreement; and
  - 9.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 9.2 Nothing in this agreement limits or excludes the liability of the Company:
  - 9.2.1 for death or personal injury resulting from negligence; or
  - 9.2.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.
- 9.3 Subject to clause 9.2:
  - 9.3.1 the Company shall not under any circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss or damage which is not reasonably foreseeable; and
  - 9.3.2 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to £1,000,000:00 (one million pounds). This is the maximum amount per claim under the Company's current insurance policy. If the Customer does not feel this is adequate it should notify the Company before proceeding further. The Company will consider increasing this limitation but reserves the right to increase the charges to be paid by the Customer given the increased insurance costs likely to be incurred by the Company.
- 10 All trainees must be in possession of all legal driving licence requirements before commencement of the course. The Company accepts no responsibility for trainees having not complied with these requirements which may lead to a loss of fees.
11. The Company reserves the right to terminate the course if we consider the trainee whilst in charge of the vehicle to be a danger to themselves, the instructor or the general public. We also reserve the right to terminate the course if the trainee is considered to be under the influence of alcohol or drugs. Unless all or part of the course can be sold elsewhere all course fees will be forfeited.
12. Should the trainee miss any days training on their course for any reason other than due to fault on the part of the Company, the course option will be classed as null and void. No course fees will be refunded in such circumstances by the Company as it will have been unable to sell the course elsewhere. The Company offers cancellation insurance to its Customers to protect against losses caused by certain events (further details are available upon request. Such insurance however does not cover costs incurred by the illness of the trainee.)
13. The Company cannot guarantee to the customer that they will have the same vehicle or instructor for training or test although it will endeavour to do so.
14. The Company, acting reasonably, will determine when training cannot proceed due to traffic conditions or adverse weather or any other event beyond the reasonable control of the Company. The Company cannot be responsible for cancellation of part of the course due to such events. The Company accepts no liability for any other losses or expense suffered by the Customer due to cancellation in such circumstances. The Company offers Customers insurance to cover the cost of rebooking training and tests lost by these events. If the Customer does not purchase such insurance the Customer will be charged at the Company's then current rates, for training and tests booked to replace those lost.
15. Car parking is free to trainees. However, other than loss caused by its own negligence, the Company cannot be held responsible for any loss of personal effects the Customer may leave in their own vehicle, the training vehicle or on Company premises.
16. Should the trainee not reach the Driving Standards Agency practical test standard within the course period, the Company reserves the right to cancel the practical test.
17. The trainee must produce to the practical test driving examiner a form of photographic ID, their current valid driving licence and if possible their theory test pass certificate. Failure to do so will result in the test being cancelled and fees paid will be forfeited.
18. Where our contract with the Customer is to provide driving tuition only, it is the responsibility of the Customer to ensure that the vehicle is suitable for test and training purposes and is fully covered by a valid policy of insurance which satisfies the requirements of the relevant legislation. Failure to comply with this clause and all applicable legislation will lead to termination of the course and, unless any part of the course can be sold elsewhere all course fees will be forfeited.
19. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the Company and the Customer both agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.