

1. Definitions

1.1 Provider means Driver CPC 4U Ltd, G19 Allen House, The Maltings, Station Road, Sawbridgeworth, Herts CM21 9JX. Telephone: 0800 112 5900. Email: info@drivercpc4u.co.

1.2 Trainer means any person appointed by the Provider to deliver any Training Courses held by the Provider at any location.

1.3 Invigilator means any person appointed by the Provider to conduct examinations held by the Provider at any location.

1.4 Customer means any person booking and/or paying for and/or attending Training Courses held by the Provider at any location, or any person booking and/or paying for and/or using any Consultancy Service offered by the Provider.

1.5 Candidate means any person attending a Training Course held by the Provider at any location.

1.6 Training Course includes, but is not limited to, any classroom-based training, vehicle-based training, site-based training, remote training, e-learning, webinars or examinations held by the Provider at any location.

1.7 Consultancy Service includes, but is not limited to, the provision of Dangerous Goods Safety Adviser (DGSA) services, Transport Management services, Transport Consultancy services, Health & Safety services, audits, advice or consultation by the Provider at any location.

2. Bookings

2.1 Bookings will only be accepted by the Provider by means of letter, telephone, email or in person and will then be confirmed by email where required.

2.2 Some Training Courses require a completed booking form to be returned by the Customer and a deposit to be paid, this will be notified at the time of booking.

2.3 By booking, paying for or attending a Training Course, Customers and Candidates agree to being bound by these terms and conditions.

2.4 The Provider may refuse to accept a booking where:

- a) Training Courses are not available
- b) Authorisation for a Customer's payment is not obtained
- c) There has been a pricing or product description error
- d) The Customer or Candidate does not meet any required eligibility criteria

3. Prices and Payments

3.1 All Training Course prices will be subject to the appropriate rate of VAT at the time of booking.

3.2 Where required, the Customer may have to pay either a deposit or full payment for a Training Course, at least 7 days prior to the course start date.

3.3 Payment terms are strictly 7 days from the date of invoice.

3.4 In the event of payments not being made within the required time, the Provider may exercise the right to cancel any Training Course(s) booked.

3.5 Customers who fail to pay any outstanding payments owed to the Provider will additionally be responsible for any costs incurred by the Provider in the recovery of those payments.

4. Cancellations, Late Arrivals and Non-attendance

4.1 The Provider reserves the right to cancel a Training Course at any time.

4.2 In the event of cancellation of a Training Course by the Provider, Customers will be offered either a full refund of any payments already made or a transfer to a suitable, alternative Training Course.

4.3 The Provider reserves the right to change the start time of a Training Course at any time.

4.4 Training Courses may be changed from classroom-based to remote training as required, Candidates who are unable to attend a remote Training Course will be offered a refund or an alternative course as per 4.1 above.

4.5 Cancellation of a Training Course by a Customer or Candidate, with less than 48-hours' notice will result in the entire course cost being forfeited.

4.6 The Provider reserves the right to remove any Candidate from any Training Course due to unacceptable behaviour or conduct. In this event no refund for any fees already paid shall be given.

4.7 Late arrival of Candidate for any Training Course may result in access to the course being refused. In this event no refund for any fees already paid shall be given.

4.8 Non-attendance of a Training Course by any Candidate with no notice having been given, will result in any fees paid being forfeited.

5. Data Protection, Fair Processing and Privacy

5.1 The Provider is committed to protecting and respecting customer's privacy. Any questions regarding the Provider's Data Protection, Fair Processing and Privacy policies and practices should be sent by email to Sue Leary info@drivercpc4u.co. Alternatively, you can telephone 0800 112 5900.

For more information, see the Information Commissioner's Office (ICO) Data Protection Public Register. Our registration number is Z3470060.

5.2 The Provider may collect data from Customers when they contact the Provider by telephone or email, during a Training Course or in the conduct of any Consultancy Service. The type of information that may be collected includes, but is not limited to:

- Contact details
- Photographic images
- Driver Licence/Digital Tachograph Driver Card/Driver Qualification Card/ADR certificate details
- Payment Details

5.3 The use of this information includes, but is not limited to:

- Arranging and paying for training courses
- Uploading Candidate's completed periodic training hours on the Government's Recording and Evidencing (R&E) database;
- Recording Candidate's attendance of ADR courses and completion of exams with Qualifications Scotland;
- Enrolling Candidates on to exams conducted by the Chartered Institute of Logistics and Transport (CILT);
- Providing for the issue of attendance certificates or qualification cards/certificates to Candidates, as necessary;
- Confirming Candidate's identity;
- Sharing with member state authorities to confirm qualifications and entitlements abroad, where necessary;
- Sending Customer's communications which they have requested and that may be of interest to them;
- Sharing with DVSA, DVA, HSE, HSENI, CILT or Qualifications Scotland for the purpose of managing and monitoring approved training providers, training courses and exams;
- Sharing with independent organisations authorised by the Provider or the bodies listed above, to ensure ongoing quality assurance and compliance with regulatory standards.

5.4 We review our retention periods for personal information on a regular basis. We are legally required to hold some types of information (e.g. data about periodic training) to fulfil our legal obligations.

Retention periods for personal information are reviewed on a regular basis. The Provider is legally required to hold some types of information (e.g. data about periodic training) to fulfil certain statutory obligations.

Customer's personal information will be held on the Provider's systems for 6 years.

The Provider's IT infrastructure and technology have been checked to ensure safety and security.

5.5 By law, Customers have certain rights under data protection legislation, including the right to access, correct, or request the deletion of their personal data. Customers wishing to exercise any of these rights must contact the Provider using the details below.

5.6 The Provider may change this privacy notice at their discretion at any time. When any changes are made to this notice, the date and version number will be updated. Any changes to this privacy notice will be applied to Customers and their data as of the revision date. Customers are encouraged to periodically review this privacy notice to be informed about how their data is protected.

5.7 Customers that have any questions about this policy or have any concerns about the use of their personal data, can contact: Sue Leary, Driver CPC 4U Ltd, G19 Allen House, The Maltings, Station Road, Sawbridgeworth, Herts CM21 9JX. Email: info@drivercpc4u.co. Telephone: 0800 112 5900

5.8 Customers may also make a complaint to the Information Commissioner, who is an independent regulator: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Email: casework@ico.org.uk. Contact form: <https://ico.org.uk/global/contact-us/email/>

6. Complaints and Appeals

6.1 Complaints can be dealt with by the Trainer if the complaint arises during a Training Course.

6.2 If the complaint is not satisfactorily dealt with, then Customers can make a formal complaint or feedback to the Provider in writing or by e-mail. The Provider will acknowledge the complaint within five working days of receipt.

6.3 Appeals against examination results, malpractice claims and decisions made regarding reasonable adjustments must be made to the Provider in writing or by e-mail. Depending on the awarding body the appellant will then be informed of the necessary timescales and processes involved.

6.4 Details of the Provider's full Complaints and Appeals Procedures are available on request.

7. Health and Safety

7.1 Candidates must comply with the Provider's Health and Safety policy and their legal obligations under the Health & Safety at Work Act 1974 in addition to any other relevant provisions.

7.2 Details of the Provider's full Health and Safety Policy are available on request.

8. Miscellaneous

8.1 Candidates agree to provide details of driving licence, digital tachograph, driver card or passport where required for the purpose of identity checks to be carried out by the Provider.

8.2 Customers and Candidates must make all provisions to ensure that attendance of a Training Course do not infringe upon any legal requirements relating to drivers' hours and working time regulations.

8.3 The Provider accepts no responsibility for any damage or loss to Candidate's belongings and vehicles that may occur whilst attending a Training Course.

8.4 Unless otherwise stated, all training presentations and materials remain the copyright of the Provider.

8.5 Candidates may be required to undertake practical exercises during some Training Courses. If the Candidate has any medical condition or impairment that would prevent them from doing so, they must inform the Provider prior to the Training Course.

9. Consultancy Services

9.1 All Consultancy Services are provided on the basis of good faith. The Provider will not be responsible for any instances of non-compliance caused by false or misleading documents, electronic records or any other information provided by the Customer.

9.2 Any documents, electronic records or any other information given by the Customer will remain confidential and will not be released to any other party by the Provider without the Customer's written consent.

9.3 Failure by the Customer to adhere to any statutory requirements as advised by the Provider may result in the termination of the Consultancy Service with immediate effect.

9.4 Failure by the Customer to provide any documents, electronic records or any other information requested by the Provider may result in the termination of the Consultancy Service with immediate effect.

9.5 Failure by the Customer to give access to any facilities, vehicles, equipment or personnel as requested by the Provider may result in the termination of the Consultancy Service with immediate effect.

9.6 Termination of any Consultancy Service being provided for the reasons given above, will result in any fees paid being forfeited.

9.7 The Provider reserves the right to cancel a Consultancy Service at any time.

9.8 In the event of cancellation of a Consultancy Service by the Provider, Customers will be offered a pro-rata refund of any fees already paid.

10. Remote Training Courses

10.1 These terms and conditions are in addition to all others listed.

10.4 All remote Training Courses will be delivered using Zoom.

10.5 Candidates must have the following to be able to attend a remote Training Course:

- A reliable internet service.
- A suitable PC, laptop or tablet that has a camera and a microphone (smartphones may not be used).
- The latest version of Zoom already downloaded onto that device.
- A distraction free location from which they can attend the Training Course.
- For remote ADR Training Courses candidates must additionally have a scanner or other method of submitting required documents electronically.

10.6 Candidates must provide the following prior to the Training Course commencing:

- Proof of ID (any ID provided must comply with the current DVSA/SQA guidelines, e.g. driving licence).
- *The following ID is additionally required for remote ADR Training Courses:*
 - A photograph of themselves in a suitable digital format (e.g. jpeg)
 - A digital image of their signature
 - A completed candidate registration form

10.7 Course timings and modules will follow the existing programs approved by DVSA/SQA.

- *For remote Driver CPC Training Courses only:*
 - Candidates can achieve 7 hours of required Driver CPC training by attending either:
 - One full 7-hour session, or
 - Two 3.5-hour sessions that are completed within 24 hours of each other

10.8 Candidate involvement is required, and they must fully participate in courses.

10.9 Where required, written practical exercises will be completed using Q&A sessions and by Candidates completing and returning documents provided by the Provider.

10.10 Where Candidates are temporarily away from the view of the Trainer or disconnected from the remote Training Course due to a loss of internet service, they will be required to catch up on any missed training at a suitable time and date.

10.11 Each remote Training Course being delivered must be attended fully by Candidates. Failure to do so may result in any fees paid, and training hours completed being forfeited.

10.12 All remote Training Courses will be recorded to provide evidence of attendance.

10.13 Any Candidate who disrupts or otherwise jeopardises any remote Training Course will be removed immediately, and fees paid, and training hours completed will be forfeited.

10.14 On completion of a remote Training Course, electronic certificates will be sent to Candidates by email as proof of attendance.

11. Conflicts of Interest

11.1 The Provider undertakes to ensure that any conflicts of interest that may exist with the potential to have an adverse effect on any Candidate(s) or the standard of any Training Course or examination are appropriately recorded, managed and resolved.

11.2 To enable conflicts of interest to be appropriately recorded, managed and resolved, Customers and Candidates must inform the Provider in advance of any Training Course or examination if they:

- Invigilate examinations for another exam centre.
- Act as an examiner for any awarding body.

11.3 The above list is not considered to be exhaustive and any other genuine conflicts of interest that arise will be treated in the same way.

11.4 Members of the Provider's staff include:

- Trainers.
- Invigilators.
- Exam officers.

11.5 In the event of a conflict of interest occurring, the Provider will undertake the following actions:

- Contact the relevant awarding body to notify them of the occurrence and seek relevant guidance.
- Decide on appropriate action. This may include:
 - An alternative Trainer being used.
 - An alternative Invigilator being used.
 - An alternative exam venue being used.
 - Arrangements being made for candidates to undertake examinations at another exam centre.
- Communicate the decision to the relevant Candidate, Customer, Trainer, Invigilator and/or awarding body.
- Record the details of the conflict of interest and the actions taken.
- Retain these records for 5 years.

11.6 Details of the Provider's full Conflicts of Interest Policy are available on request.

12. Malpractice

12.1 The Provider undertakes to ensure that any instances of malpractice with the potential to have an adverse effect on any Candidate(s) or the standard of any Training Course or examination are appropriately recorded, managed and resolved.

12.2 Malpractice is defined as any act or practice that would lead to the requirements of any training being breached, including but not limited to acts or practices which:

- Compromise, or attempt to compromise, the process of assessment/exam, the integrity of any training certificate, or the validity of a result or certificate; and/or
- Damage the authority, reputation or credibility of the Provider or any officer, employee or agent of the organisation

These acts or practices may be committed by either company officers, Trainers and/or Candidates

12.3 The Provider undertakes to ensure that any instances of malpractice are

- Reported appropriately
- Investigated in a timely manner
- Acted up in an appropriate way

12.4 Details of the Provider's full Malpractice Policy are available on request.