

Driver CPC 4U Ltd

Terms & Conditions v7.1 November 2024

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 booking and/or 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 (DGSAs) 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 cancelled or postponed 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 and Fair Processing

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

- Contact details
- Photographic image
- ID details (e.g. driving licence, passport, digital tachograph card, Driver Qualification Card)

- 5.2 This information may be used to:

- Upload Candidates completed periodic Driver CPC training hours on the Government's Recording and Evidencing (R&E) database.
- Record Candidates attendance of ADR courses with the Scottish Qualification Authority (SQA).
- Administer Candidates enrolment for Management CPC exams with the Chartered Institute of Logistics and Transport (CILT).
- Complete a Candidate's attendance certificate.
- Provide Customers with other goods or services if they agree.
- Seek Customers views or comments on the services provided if they agree.
- Notify Customers of changes to our services.
- Send Customers communications which they have requested and that may be of interest to them.

- 5.3 Retention periods for personal information are reviewed on a regular basis. The Provider is legally required to hold some types of information, for example data about periodic training, to fulfil a statutory obligation for up to six years. This includes driving licence/ID data, contact information and photographic images.

- 5.4 Customers' information may be shared with:

- SQA for the purpose of enrolment for an ADR course and conducting the required exams
- CILT for the purpose of enrolment for the Management CPC exams
- DVSA for them to monitor and manage approved Driver CPC centres and any training uploaded to the Government's Recording and Evidencing (R&E) database
- Where necessary, EU member state authorities to confirm qualifications and entitlements abroad.

- 5.5 Customers who wish to access to the data held on them must contact the Provider in writing or by email. Customers have the right to ask for a copy of the information the Provider holds about them and to request that the data held is erased or rectified.

- 5.6 Customers may complain about the way their data is handled by the Provider by visiting: www.ico.org.uk/concerns/

- 5.7 Details of the Provider's full Fair Processing Policy are available on request.

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, marks, 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 will 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 Documents, electronic records or any other information provided 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 C&A sessions.

- 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 disconnects 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 Malpractice 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.

13. Public Health Emergencies (e.g. Covid-19)

- 13.1 What the Provider will do:

- Provide hand washing and sanitation facilities.
- Reduce Training Course class sizes.
- Implement appropriate social distancing measures.
- Deep clean training rooms and facilities.
- Instigate a daily cleaning program for training rooms and facilities.
- Reduce shared contact points.
- Provide appropriate PPE, where required.
- Revise or remove any practical exercises, where possible, to reduce shared contact.
- Instigate a cleaning program for any practical exercise equipment.
- Remove any shared documentation and provided any training materials digitally, where possible.
- Update this policy in line with the latest relevant government guidelines and review regularly.

- 13.2 What Candidates should do:

- Not attend any Training Course or exam if they, or any member of their household, display any of the symptoms of any relevant condition.
- Not attend any Training Course or exam if they are required to self-isolate.
- Scan the QR codes provided for any relevant Test and Trace facility.
- Be willing to submit to a temperature check prior to any Training Course they attend.
- Maintain appropriate social distancing from others and avoid any contact during any Training Course they attend.
- Wash hands and/or use hand sanitiser and/or wearing or leaving training rooms and regularly throughout a Training Course.
- Inform us if they develop any symptoms of COVID-19 during a Training Course. Bring their own food and drink as we are unable to provide refreshment facilities.
- Feel free to bring and use their own PPE (such as face masks or gloves), although any required PPE will be provided.
- Inform us if they display any of the symptoms of any relevant condition after completion of a Training Course so that other candidates and relevant health authorities may be notified.