



Terms and Conditions

1) Interpretation

a) These terms and conditions relate to all training delivered by Mendip Training Centre Ltd and also the brand known as Truck School.

b) In these terms and conditions “we” means Mendip Training Centre (and “us” and ”our” will be construed accordingly); “you” means our customer or potential customer (and “your” will be construed accordingly);

2) Our Contract with you

a) These are the Terms and Conditions under which we provide our training programmes and any additional services to you. The details of your booking for our services will be confirmed to you via the itemised invoice that we send you. Please ensure that you read these Terms and Conditions carefully and check the details on the invoice are complete and accurate. If you think that there is any mistake you must contact us immediately to discuss it. We will confirm any changes by email or writing to you.

b) These Terms and Conditions will become binding on you and us when we confirm your course payment is received, either by email or in writing, at which point and on which date, a Contract will come into existence between you and us.

c) Each one of the clauses in these terms and conditions operates separately. If the company at its own discretion agrees to waive any individual term or condition it does not mean that any other condition will be waived, and all other terms and conditions will remain in force.

d) Each contract under these Terms and Conditions is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.

e) These Terms and Conditions will be governed by and construed in accordance with English law, and the courts of England and Wales will have exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms.

3) Fees and Payments

a) All fees for the training programmes and any additional services to you will be set out in the pre course emails / quotations and an invoice will be sent out shortly afterwards.

b) All fees for practical driver training must be paid in full 14 days before the start of the course unless otherwise agreed. Customers who have an authorised credit account with us must provide a Purchase Order number 14 days before the start of the course unless otherwise agreed.

c) If the course has not been paid for in full, or a Purchase Order has not been received from customers with an authorised credit account, we reserve the right to release the course to be available for booking by other customers.

d) A £100 administration fee will be charged for reorganisation of training programmes and any additional services that are requested by you within 14 days of the start date of the course or service.

e) We reserve the right to change our fees and prices at any time, but changes made will not retrospectively affect any contracts already in existence.

f) The price we have given on a quote will stand for 30 days from the date the quote was given.

4) Cancellations and refunds

a) Any course cancellations must be made in writing or by email to us 14 days before the start date of the practical course or service. We will not accept a text message or social media message in this case.

b) We will refund 100% of fees paid for practical courses cancelled, in accordance with clause a) above, where the cancellation is made more than 14 days before the start date of the practical course or service. There will be no refund of fees paid for courses cancelled within 14 days of the start date of the practical course or service.

c) Deposits, paid to secure a booking in advance, will be refunded at our discretion depending on the reason for the cancellation and the individual circumstances.

d) If you have paid for a course in full, including elements such as a driver medical and / or theory tests, and you wish to cancel within the terms of clause a) above, we will refund for any elements of the course not yet undertaken. If the invoice shows a 'booking fee', this element is non refundable.

e) We are not responsible for practical tests being cancelled by the DVSA, or other Government Departments, or examinations cancelled by Awarding Bodies. In this event we will endeavour to rebook a test as soon as possible using the test fee already paid where possible. Any further training needed, due to the delay between the original course and the rebooked test, will be subject to further charges payable by you.

f) If we have agreed to refund you with all or part of any payments made, we will process the refund agreed as soon as possible and, in any event, within 30 days of the day we agreed the refund. This will be made by bank transfer where possible. Banking details will need to be shared with us in this case.

g) If you have paid for a course in full, including elements such as a driver medical and / or theory tests, you have a period of 12 months from the date you pay the invoice to complete the driver training element. Should you take longer than 12 months to reach the driver training stage, your paid fees will be forfeited.

5) Force Majeure

- a) A “force majeure” event is an event which is beyond our reasonable control.
- b) Where a force majeure event results in a failure or delay in us performing our obligations under these terms and conditions, then those obligations will be suspended for the duration of the force majeure event.
- c) We will notify you of any such event as soon as reasonably possible.

6) General Terms

- a) It is solely your responsibility to ensure that you have a legal driving licence, and the correct LGV provisional entitlement on your licence, before starting a practical driving course.
- b) Failure to produce a legal licence to drive in the UK and / or the correct provisional entitlement will result in the course being cancelled and all course fees being forfeited.
- c) You are responsible for providing your own PPE that is appropriate for the course being attended and the appropriate clothing, including footwear, for the course being attended and the weather conditions at the time.
- d) All customers and visitors to our premises must adhere to our site safety rules and their legal obligations under the Health & Safety at Work Act 1974.
- e) We operate a no smoking policy, which includes e-cigarettes, in all our training vehicles and any indoor premises.
- f) We will make all efforts to keep to the original course details or services agreed with you on the quotation, invoice or email, however, in the event of changes being necessary we will inform you of these changes as soon as reasonably possible.
- g) We cannot guarantee that the same Instructor or vehicle will be used to deliver the entirety of any course, although we will make all efforts to ensure that they are.
- h) In the event of a mechanical breakdown of the training vehicle we will provide you with the equivalent of any lost tuition time at no extra cost.
- i) Should you miss any training due to your personal circumstances, including sickness or injury, no refund of training costs will be given for the time missed and any additional training will be subject to normal training costs, which you will bear.
- j) If you attend for a course and appear at any point to be under the influence of drinks or drugs, we will immediately cancel the course or service and all fees will be forfeited.

k) We will not be held responsible for any loss or damage to any vehicles or personal property left on or in the company's vehicle or premises.

l) Every effort is made to ensure course notes, presentations and course content material is correct at time of print/delivery. However, the company does not accept any responsibility for any errors or omissions.

m) A vehicle supplied by you to be used in the training or service that we are providing must be roadworthy, comply with all current Road Traffic Act and Safety at Work requirements and be suitable for the purpose of the training or service being provided. It must also have the proper insurance for the training being undertaken. If we consider that the vehicle is not fit for purpose for whatever reason, we will refuse to use the vehicle and cancel the course or service booked if another suitable vehicle cannot be provided in its place. No refund will be given in this instance.

n) We will not be liable for any costs incurred on your vehicle or by your driver whilst it is being used on a training course, or for any subsequent costs relating to its use on a training course.

o) All costs incurred by us through the termination of a training course or provision of a service will be charged to, and payable, by you in accordance with our normal payment terms which are 30 days from the end of the month that the invoice is dated.

p) Due to the current Covid-19 pandemic you are required to wear a face covering at all times whilst in the training vehicle and are required to adhere to the governments social distance regulations throughout your course. Failure to comply with this requirement will result in the course being cancelled with no refund of the course fees. Should you contract COVID or are required to self isolate as per government guidelines, we will, where possible delay your course. We will notify the DVSA of the situation and arrange for a new test date if needed. In this instance, we will not charge for any late cancellation.

** Note - Proof of positive COVID test may be required.

q) We are not responsible for making sure you bring your driving licence on the day of your DVSA theory, hazard perception and / or your CPC case studies test. It is a requirement that you produce your valid UK photo card driving licence at the beginning of the theory tests. Failure to bring your valid UK photo card driving licence to the theory tests or arriving late will result in the tests being forfeited. In this case, no refund will be offered and full retest fees will become due for subsequent tests.

r) We are not responsible for making sure you bring your driving licence on the day of your DVSA 3A off-road manoeuvres test, the 3B on-road practical driving test or Mod 4 CPC test. It is a requirement that you produce your valid UK photo card driving licence at the beginning of the practical tests. Failure to bring your valid UK photo card driving licence to the practical test will result in the test being forfeited. In this case, no refund will be offered and full retest fees will become due for subsequent tests.

7) How we collect and use your data

a) We collect your data for our legitimate business purposes when you contact us in person, by phone, by email or letter. This may include your contact details, age and gender, photographic image, Driver Licence details, National Insurance number, exam and/or test details including results and your payment details.

b) We may use your data to notify you of training opportunities with us, changes to our services, updates to relevant rules and regulations, seek your views or comments on the services we provide, and send you communications which you have requested and / or may be of interest to you.

c) The data that we collect is retained for 6 years or longer if and as required by Government legislation. After that time the data is securely disposed of. Data is held in a secure vault with <https://www.peninsulagrouplimited.com/> in compliance with current GDPR rules and regulations.

d) We also act as a Data Processor for the following Qualification Awarding Organisations and may share your details with them if appropriate to the training or service we are providing you. We comply with their data retention requirements where specified. If not specified we will keep data relating to their courses for 5 years on our server and then routinely delete it; DVSA, DVLA

e) You have the right to object to the processing of your data and to request access to, update or correction of your data or to the erasure of your data. To exercise this right please contact us in the first instance on driving@mendiptrainingcentre.com and we will confirm the process to you.

f) You can request the full details of our Data Protection (GDPR) Policy by contacting us on driving@mendiptrainingcentre.com.