

Terms & Conditions

1. Interpretation & Definitions of Contract Terms

- A. Your booking is covered by *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*.
When we use the words "writing" or "written" in these Conditions, this will include e-mail, letters and SMS unless we expressly say otherwise.
- B. 'Booking Confirmation' means the programme of training and any Additional Services as set out in the Trainee's booking confirmation email.
- C. 'Programme' means the training and instructional services provided by as set out in the Booking Confirmation.
- D. 'we' or 'us' or 'our' means Big 3 Training Limited incorporated and registered in England and Wales under company number 12547595 whose registered office is at 4 Admiral Way, Regus House, Doxford International Business Park, Sunderland, Tyne and Wear, SR3 3XW.
- E. 'Trainee' or 'you' means the person or firm with whom the Contract is made, and your personal representatives, successors or permitted assigns (as applicable); and 'Working day' means a day (other than a Saturday, Sunday or UK public holiday) when banks in London are open for business.
- F. These Conditions will become binding on you and us, this Welcome Pack which includes a copy of yours and on which date a Contract will come into existence between you and us.
- G. You may cancel the Contract in accordance with your legal rights and other rights to do so as set out in clause 8, to the extent applicable. We may cancel the Contract in accordance with clause 7.
- H. Each of the clauses of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable the remaining clauses will remain in full force and effect.
- i. We may transfer our rights and obligations under the Contract to another person, but this will not affect your rights or our obligations under these Conditions.
- j. You may only transfer your rights or your obligations under the Contract to another person if we agree in writing.
- k. This Contract is between you and us. No other person will have any rights to enforce any of its terms.
- m. The Contract and any dispute or claim arising out of or connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

2. Contacting Us;

- a. Your booking is made with Big 3 Training Limited and our contact details are below should you need to get in touch.
Tel 0800 048 7366 Email: info@big3training.co.uk

3. Training Timelines;

Theory Training (Module 1 & 2

Your online training software is valid for 90 days. You are required to **book** your tests for both module 1 and 2 within 90 days.

4. Personal information

- a. We only use your personal information in accordance with our Privacy Policy as detailed on our website.
- b. Minimum Age; You may only purchase a training programme if you are at least 18 years old.

5. Our Responsibilities

- a. We will arrange and send (Phone, Email or SMS) your programme and agree dates for each element with you. We will confirm your booking details for each element of your

- Programme in writing by email and/or SMS. Once your programme is confirmed there are no changes permitted. If you need to amend or cancel your training dates you must provide at least 14 days' notice, Failure to do so means you will not be entitled to any refund.
- b. Practical Training is delivered between 6am and 6pm on working days and your confirmation will specify the exact times confirmed for your program. We may, on occasion have to make changes to the programme, you will be notified in writing in such an even.
 - c. Training is an 8-hour course where you will be in control of the vehicle for 50% of the time and observing another student under instruction for 50% of the time.
 - d. Each element of training is tested by the relevant assessment agency, e.g. DVSA, RTITB, ITSAAR. We are obliged to book your tests, but we do not offer any guarantee that you will pass the test. Any complaints about examiners must be made to the relevant agency.
 - e. We will not be liable or responsible for an event outside of our control. Where the Event outside our control affects the Programme, we will restart the Programme as soon as reasonably possible.
 - f. We will not be liable or responsible in the event of a DVSA centre being unavailable for practical training and/or test resulting in cancellations. All complaints and queries must be addressed directly with the DVSA on 03002001122.
 - g. In the event of a mechanical breakdowns or defects we will provide a replacement course at a later date, or alternative location with a substitute vehicle. We agree to provide additional training to the extent of time lost by the Trainee. In the event of a test not proceeding in whole or in part as a result of the defects in a vehicle, a further test will be booked by us at no charge to the Trainee unless the trainee had already been deemed to have failed the test prior to breakdown or defect.
6. Your Responsibilities;
- a. The Trainee warrants, represents and undertakes that his eyesight meets the standard required, he is in good health free from any mental or physical disability, he has a current and valid driving licence for the relevant vehicle, he does not have any criminal conviction or other legal impediment preventing him from being in control of a motor vehicle on the public highway and that there is no prosecution or other action pending in this respect.
 - b. The Trainee hereby acknowledges and accepts, as a material term of this Contract, that he will be bound by the opinion of the instructor as to the appropriateness or suitability of his taking a test. We will have the right to cancel the Contract in the event that the Trainee does not comply with this Condition.
 - c. We reserve the right, without notice to, or, the consent of the trainee to cancel all or any remaining part of the Trainee's Programme and, where applicable, his test, should the Trainee insist, demand or otherwise show an intention to take his test before he is ready. In the event of the cancellation by us of the Contract in this circumstance, we will not be obliged to refund any monies paid for that part of the programme.
 - d. The Trainee will cooperate with us in all matters relating to the Programme and will provide such information and materials as the we may reasonably require in order to supply the programme.
 - e. The Trainee will be responsible for, on a daily basis, to confirm their start and finish time for the following day with their instructor. In the event of the Trainee failing to attend for the whole or part of the Programme, you are not entitled to any refund.
 - f. Unless we have been notified in writing of any specific unavailability at the time of booking, the Trainee will be available between the hours of 6am and 6pm on working days during training.
 - h. The Trainee undertakes, at all times, to be punctual and diligent in fulfilling his tasks and duties under the Programme and in completing the administration tasks for which he will be responsible prior to the commencement of or during the Programme, as required.
 - i. The Trainee undertakes not to consume any alcohol or drugs or other intoxicating substances at any time during his attendance at the Programme and not to arrive at the

School or at any other premises for completion of the Programme for instruction under the influence of alcohol or drugs or any other intoxicating substance.

- j. The Trainee agrees to behave in a reasonable manner and failure to do so may result in your immediate exclusion from the Programme. We may cancel the Contract at any time with immediate effect and without refunds by giving you written notice if you abuse, threaten or intimidate any member of staff providing or organizing your training.

7. YOUR RIGHT TO CANCEL THE CONTRACT

All cancellation requests must be made via email using operations@big3training.co.uk.

Requests to cancel by telephone will not be accepted

- a. Cancellations within 14 Days.

Your booking is covered by *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*, which entitles you to cancel this contract within 14 days if you decide to change your mind and obtain a refund. This is also referred to as the "Cooling off Period". If you wish to commence training within this 14-day period including downloading digital content or having a medical examination arranged, you will be subject to an administration charge of £100 on cancellation. All cancellation requests must be made via email using operations@big3training.co.uk.

- b. Cancellations after 14 Days

No cancellations are permitted after 14 days with the following exceptions: All cancellation requests must be made via email using operations@big3training.co.uk.

Exceptional Circumstances

We will consider any exceptional circumstances if you advise our customer services team within the first 180 days. Examples of exceptional circumstances are:

DVLA Medical Failures

If you have received a letter from the DVLA to say that you have failed the driver's medical or are otherwise (medically), unable to complete the course, you will receive a refund for the remaining elements of your course less an administration and cancellation fee equivalent to 80% of the course cost. This will be subject to receipt of written confirmation from DVLA of a medical failure. This clause will NOT apply in the event that the medical failure arose as a result of a nondisclosed criminal conviction. This refund will be due 6 months after notification by DVLA in the event you may be permitted to appeal their decision.

DVLA Revoked Licence

If your licence is revoked by the DVLA (e.g. for a motoring conviction) and you cannot complete the programme, we will cancel any remaining elements of training and you will receive a refund for the remaining elements of your course less an administration and cancellation fee equivalent to 80% of the course cost. Subject to receipt of written confirmation from DVLA of your licence being revoked. This refund will be due 6 months after notification by DVLA in the event you may be permitted to appeal their decision.

Imprisoned

If you are imprisoned and cannot complete the program, we will suspend your training until your release. In the event the period of imprisonment exceeds 12 months we will cancel any outstanding elements of training and you will receive a refund for the remaining elements of your course less an administration and cancellation fee equivalent to 80% of the course cost.