

# BIG WHEELERS (SOUTH WALES) LIMITED

## TERMS AND CONDITIONS

### 1. Services Provided By Big Wheelers (South Wales) Limited

- 1.1 Provide the trainee driver with DVLA forms D2 and D4 in order to apply for a provisional LGV/PCV driving licence.
- 1.2 Offer a free one hour driving assessment in order to propose course duration suitable to the individuals driving ability.
- 1.3 Advise the trainee driver on the current training costs and discuss the eligibility for training grants.
- 1.4 The course fee covers the use of the vehicle on training and when on the practical test; manoeuvring area facilities and running costs such as fuel and insurance.
- 1.5 Offer up to date theory test training material at the RRP, and if required provide free facilities to view the hazard perception DVD during normal office hours.
- 1.6 Register the trainee driver for the LGV/PCV theory test at a suitable theory test centre.
- 1.7 Provide a qualified instructor who has a minimum of 10 years experience in driving the category of LGV/PCV in which you are being trained.
- 1.8 Provide a LGV/PCV vehicle that fully meets the minimum test vehicle requirement.
- 1.9 The training vehicles are fully comprehensively insured; in the event of an accident the trainee driver is not liable for any insurance excess payment.
- 1.10 Register the trainee driver for the LGV/PCV practical driving test at a suitable test centre.
- 1.11 Offer further training such as Lorry Loader (HIAB), Carriage of Dangerous Goods by Road (ADR) and Fork Lift Truck (FLT).
- 1.12 Provide contact details of local driving agencies and companies who are asking for new drivers.

### 2. Obligations of the Trainee Driver or Company

- 2.1 The trainee driver will provide accurate and full information to Big Wheelers (South Wales) Ltd at all times; in particular any change of address or contact telephone number.
- 2.2 The trainee driver will be in possession of the necessary driving documents at all times while undertaking a course.
- 2.3 The trainee driver will show the officer at the theory test centre and the DSA examiner at the practical test centre a form of photographic ID (new style plastic driving licence or passport), their current driving licence (including paper counterpart), the correct provisional entitlement, and where appropriate a valid theory test pass certificate.
- 2.4 Where the trainee driver fails to meet the conditions of paragraph 2.3 the relevant test will not take place and the individual will forfeit all fees in relation to that test.
- 2.5 If the trainee driver is considered by the driving instructor to be suffering from sleep deprivation, the course will be suspended for 24 hours and relevant fees will be lost.
- 2.6 If the trainee driver is considered by the driving instructor to be under the influence of alcohol or drugs, the course will be terminated and all training and test fees will be forfeited.
- 2.7 The trainee driver is to arrive punctually at the start of each day. If more than 30 minutes late the instructor will leave the lorry park and commence training. It will then be the trainee driver's responsibility to meet the instructor enroute. In this instance lost training time will not be refunded or made up.
- 2.8 Theory tests booked with the DSA by Big Wheelers (South Wales) Ltd on behalf of the trainee driver will be subject to the DSA's terms and conditions in relation to cancellation or refund of any monies paid.

### 3. Training with Big Wheelers (South Wales) Limited

- 3.1 Normal office hours are 9am to 6pm, Monday to Friday.
- 3.2 A normal training day with a ratio of two trainee drivers to one instructor will start at 7am and finish at 3pm. During the 8 hour training day there will be a maximum period of breaks up to 30 minutes.
- 3.3 If there is just one trainee driver, the training day will be reduced to a period of four hours with a break of 15 minutes.
- 3.4 Big Wheelers (South Wales) Ltd reserve the right to amend training dates and timings should the need arise. In such a case the trainee driver will be given at least 24 hours notice.

- 3.5 Big Wheelers (South Wales) Ltd will make every effort for the trainee driver to remain with the same instructor and vehicle throughout the training course; but reserve the right to change the instructor or vehicle if so needed.
- 3.6 In the event of the training vehicle breaking down, Big Wheelers (South Wales) Ltd will arrange for the trainee driver to have further training to make up for time lost.
- 3.7 During normal training hours the vehicle may be required to undergo minor maintenance. Should the need arise the instructor will make up any lost time at the convenience of the trainee driver.
- 3.8 Any complaint about training provided should be made in the first instance to the instructor at the end of the day.
- 3.9 Any complaint about course administration should be made in the first instance to the Company Secretary.
- 3.10 Any complaint that has not been resolved by the instructor or Company Secretary should be made in writing to the Company Director no later than 48 hours after the incident.
- 3.11 The Director will liaise between the customer and staff member to resolve the complaint within 14 days.
- 3.12 To reserve a LGV/PCV training course a non-refundable deposit of £115.00 is required.
- 3.13 Course fees and test fees will vary subject to the duration of training and test date. Current prices are available from Big Wheelers (South Wales) Ltd and will be put in writing. All quotes will remain valid for 30 days.
- 3.14 The trainee driver must pay the balance of any outstanding fee on the first training day either by card payment, cash or cheque.
- 3.15 In the event of any late payment, or any part thereof, an interest rate of 2.5% above the Base Rate of Barclays Bank plc may be charged from time the payment became due to the date of actual payment.
- 3.16 Any cancellation or refund request must be made in writing to the Company Secretary 14 days before the start of the course.
- 3.17 Changes made by the trainee driver to alter training/test dates will be amended free of charge provided more than 14 days notice is given prior to the start of the course.
- 3.18 Late cancellation of less than 14 days prior to the first training date will result in a cancellation fee of £75.00 per training/test day and loss of the DSA test fee.
- 3.19 A trainee driver who withdraws after starting a course will be charged the full course payment and DSA test fees.

### 4. Confidentiality and Data Protection

- 4.1 Big Wheelers (South Wales) Ltd will keep confidential all information (i.e. copy of driving licence, etc) which the trainee driver supplies in connection with this agreement.
- 4.2 Big Wheelers (South Wales) Ltd will be responsible for ensuring that the processing of personal data complies with the Data Protection Act 1998.

### 5. Law

- 5.1 This agreement shall be construed as being subject to the laws of England and Wales and embodies all the terms and conditions agreed between the parties.