

## TERMS AND CONDITIONS

### 1. Services provided by Somax Limited

Somax Limited will provide the following services to the Trainee:

- 1.0 Deliver Driver CPC training part funded or commercial
- 1.1 Assist the Trainee in deciding whether they are suited to a career as an LGV or similar driver/operator
- 1.2 If required arrange theory test training on behalf the Trainee to prepare for the LGV/Car Theory Test
- 1.3 Advise the Trainee on how best to finance their course, including eligibility for grants or loans. Where possible, Somax Limited would help the Trainee in accessing available funding for training
- 1.4 Register the Trainee for the B, B+E, C1, C, C+E, D1 or D theory test if required
- 1.5 Book the Trainee on a suitable course
- 1.6 Register the Trainee for the B, B+E, C1, C, CE, D1 or D practical test if required
- 1.7 Provide access to a Training Consultant to guide and advise you during the training and testing process

### 2. Obligations of the Trainee

- 2.1 The Trainee will provide accurate and full information to Somax Limited at all times
- 2.2 The Trainee will be in possession of all necessary legal driving documents at all times while undertaking a course. The driver must bring both parts of their licence (Photo ID and counterpart) or old paper with passport. Somax will exclude any driver from Driver CPC if they do not bring either of the documents
- 2.3 The Trainee will show to the Theory Test centre and DSA examiner a form of photographic ID, their current driving licence, the correct entitlement and, where appropriate, a valid theory test pass certificate, on the day of their theory or practical driving test. If these conditions are not met the Trainee will fail the relevant test and will forfeit all fees paid to Somax Limited in relation to that test
- 2.4 If the Trainee is considered by Somax Limited or its accredited Training Partners to be under the influence of alcohol or illegal drugs at any time, the course will be terminated and all relevant fees will be forfeited.
- 2.5 Theory tests booked with the DSA by Somax Limited on behalf of the Trainee will be subject to the DSA's terms and conditions in relation to cancellation and / or refund of any monies paid

### 3. Practical Driver Training with Somax Limited

- 3.1 Our Training will last between 1 day and 10 days depending on the course chosen
- 3.2 A training day runs from 8.00am to 4.00pm. Practical driver training will be on a one to one basis (4 hours) or a 2:1 basis (8 hours) at the driving wheel dependant on what course is booked. If the trainee is booked on a shared course i.e. 4 hours, Somax Limited reserve the right to reduce the days of the course by increasing to 8 hours i.e. 1to1 in the event of a cancellation of the other trainee, although all efforts will be made to avoid this
- 3.3 In the event of the training vehicle breaking down, Somax Limited will arrange for the Trainee to have further training to make up for the lost time
- 3.4 Any complaints regarding any training course should be directed to Customer Services and sent recorded Delivery and should not be made later than 7 days after the incident. Somax Limited will endeavour to acknowledge receipt in 3 working days and reply within 21 working days

3.5 Course fees: To reserve your practical training course, a booking form must be completed and terms and conditions accepted for practical training courses a non-refundable deposit of 25% towards the course fees is payable

3.5a A minimum cancellation period of 10 working days on any practical training course is required and a full refund will be given, cancellation after this period will result in all fees being required less test fees if before 3 days before test appointment

3.6 3.7 A 'Back to Back' course (consisting of both C & C+E licence tests) is considered one course and any cancellations to all or part of the course are subject to the same terms as individual courses

3.8 In accordance with the Customer Protection Distance Selling Regulations 2000, when a course is booked without face to face contact, the Trainee may cancel the booking within seven days (cooling off period) from the date of booking and payment having been concluded. Following the 'cooling off period' any cancellation will result in all fees being lost

3.9 Subject to the Distance Selling Regulations 2000 'cooling off period' referred to in clause 3.8 – all monies paid towards the course fees and either deposits, part payments, balance payments or any form of instalment payment outside of the aforementioned 'cooling off period' are non-refundable or transferable. Cancellation within the 'Cooling off period' will result in a full refund of payment received

3.10 Trainees using the Career Development Loan to fund courses must pay their remaining balance within 7 working days of booking or courses will be forfeited

#### **4. Driver CPC Training**

4.1 A training day runs from 8.00am to 4.00pm. Driver CPC training is a 8 hour day with relevant breaks, a minimum of 7 hours spent receiving training

4.2 Driver CPC will be registered within 5 days of attending a training course and following full payment of fees

4.3 Any complaints regarding any training course should be directed to Customer Services and sent recorded Delivery and should not be made later than 7 days after the incident. Somax Limited will endeavour to acknowledge receipt in 3 working days and reply within 21 working days

4.4: Driver CPC courses must be paid in full on booking, thereafter clause 3.9 will take effect. Following the 'cooling off period' any cancellation will result in all fees being lost.

4.5 If a Trainee wishes to amend a course date a fee of £35.00+VAT will be applied to each booking

#### **4. Confidentiality and data protection**

4.1 Somax Limited will keep confidential any confidential information which the Trainee supplies to Somax Limited in connection with this agreement, with the exception of basic personal details which may be shared with potential employers as part of the placement service provided by Somax Limited.

4.2 Somax Limited will be responsible for ensuring that the processing of personal data complies with the Data Protection Act 1998.

#### **5. Other terms**

5.1 This agreement is governed by English law. Both Somax Limited and the Trainee submit to the exclusive jurisdiction of the English courts in relation to any dispute concerning this agreement.

5.2 By booking or leaving a deposit on a course with Somax Limited the Trainee Driver agrees to be bound by the above terms and conditions