

Terms & Conditions forklift Training UK

1. Interpretation & Definitions of Contract Terms

- a. Your booking is covered by *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*.
- b. When we use the words "writing" or "written" in these Conditions, this will include e-mail, letters and SMS unless we expressly say otherwise;
- c. **'Booking Confirmation'** means the programme of training and any Additional Services as set out in the Trainee's booking confirmation email.
- d. **'Programme'** means the training and instructional services provided by as set out in the Booking Confirmation;
- e. **'we'** or **'us'** or **'our'** means B & A M LIMITED Trading as Forklift Training UK incorporated and registered in England and Wales under company number 08216379 whose registered office is at City Gate House, 246 - 250 Romford Road, Stratford, E7 9HZ Forklift-training.com is a registered trading name of B & A M LIMITED.
- f. **'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
- g. **'Working day'** means a day (other than a Saturday, Sunday or UK public holiday) when banks in London are open for business.
- h. These Conditions will become binding on you and us when we confirm to you in writing that we accept your booking. We will do this by sending you a **Welcome Pack** which includes a copy of our terms, by registered post or by e-mail, at which point and on which date a Contract will come into existence between you and us.
- i. 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.
- j. 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.
- k. We may transfer our rights and obligations under the Contract to another person and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Conditions.
- l. You may only transfer your rights or your obligations under the Contract to another person if we agree in writing.
- m. This Contract is between you and us. No other person will have any rights to enforce any of its terms.
- n. 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 Forklift Training UK and our contact details are below should you need to get in touch.

Forklift Training UK
City Gate House
246 - 250 Romford Road
Stratford, E7 9HZ
Tel: 0203 514 9056
Email: customerservice@forklift-training.com

3. Training Timelines

- a. **Forklift Training**
If you have purchased a Forklift Training course, a full confirmation will be sent out within 48 hours via the post. If your training date is within the cancellation period of 14 days, a 100% cancellation fee will be deducted.
- b. **Theory Training (Module 1 & 2)**
- c. 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. See 3.e if you require an extension.
- d. **Practical Training**
- e. If you have purchased one practical element in your programme (e.g. Cat C only), you must book all of the elements (theory and practical) within 180 days of starting the programme and complete your training within 270 days.
- f. If you have purchased 2 practical elements e.g. Cat C and Cat C+E (Back to Back) you must book your 1st Practical within 180 days, and you must book your second practical within a 90 days of passing the 1st element. You must complete all training within 1 year.
- g. Extensions
If you require more time to complete your training, you must request this in writing to customerservice@forklift-training.com and request our agreement in writing. We reserve the right to charge a fee for extending the time period in which you agree to complete training.
- h. **Incomplete Training**

If you do not complete your training within the periods stated and have been given a reasonable opportunity to do so, and, we do not agree to extend it, you will not be entitled to any refunds.

4. Personal information

- a. We only use your personal information in accordance with our Privacy Policy as detailed on our website. Please take the time to read this policy, as it includes important terms which apply to you.

5. Minimum Age

- a. You may only purchase a training programme if you are at least 18 years old.

6. Our Responsibilities

- a. We will arrange (Phone, Email or Post) 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 post. Once your programme is confirmed there are no changes permitted. If you need to amend or cancel your training dates, 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, including to the dates and times of appointments, lessons and test appointments, after the original confirmation. Such alterations to the Programme will be treated as part of the Programme. The Trainee acknowledges and accepts that their Programme details may vary.
- c. Practical Training is carried out in either manual or automatic vehicle. If you have not specified a preference our team will book you in the next available vehicle. Modules that cover changing gears will not be delivered on auto vehicles.
- d. Practical Training is operated on either a 1 to 1 or 2 to 1 basis. 1 to 1 training consists of 4 hours' tuition. 2 to 1 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.
- e. Each element of training is tested by the relevant assessment agency, e.g. DVSA, RTTB, 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.
- f. 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.
- g. In the event of 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.

7. 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.
- g. The Trainee undertakes that at all time to have in force a current and valid driving licence and to have such original driving licence and national insurance number in his

possession at all times whilst attending for all training and tests. The Trainee will obtain and maintain all necessary other permissions and consents which may be required before commencement of the Programme outlined in the booking confirmation.

- 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.

8. YOUR RIGHT TO CANCEL THE CONTRACT

- 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 full refund. This is also referred to as the "Cooling off Period". If we agree to start your programme within the cooling off period. Where we have booked your Programme during the Cooling Off Period, on your express instruction to us to do so, your cancellation rights will be waived and you will be subject to our normal cancellation terms.

- b. If you have booked any CPCs training courses and training dates have been provided on the date of placing the booking your course will be deemed noncancellable

- c. **Cancellations between 15 and 180 Days where No Practical Training has been Booked**
If you request to cancel after the cooling off period and before the end of the 180th day and you have not booked or completed any practical training (training in a physical vehicle), a non-refundable **course registration cost** of £750 will apply. The **course registration cost** relates to: Administration Costs (postage, Admin / DSA forms, course materials); DVLA Medical Examination Booking and the cost of a DVLA Medical with one of our Medical Providers; Online Theory Test Training Software & Monitoring; Module 1 Theory Test Booking (Multiple Choice Exam) and Test Fees; Module 2 Theory Test Booking (Hazard Perception Exam) and Test Fees.

If you make a cancellation inside this time period (15 to 180 days), the **course registration cost** will be kept 'on account' – so if you wish to re-engage with your training in the future, the amount you've paid in **course registration costs**, will be deducted from any future training course you may book with us. If your booking value is less than £750, then the **course registration cost** will be set at 50% of the amount paid.

- d. **Cancellations between 15 and 180 Days where Practical Training has been Booked or Completed**
If you request to cancel after the cooling off period and before the end of the 180th day and you have booked or completed any practical training or practical tests, no course fees will be refunded.

- e. **Cancellations after 180 Days**
No cancellations are permitted after 180 days with the following exceptions:

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 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 outstanding elements of training and refund you for any elements that have not been booked or completed.

Imprisoned

If you are imprisoned and cannot complete the programme, we will cancel any outstanding elements of training and refund you for any elements that have not been booked or completed.