

**Terms and conditions for Truck School,
part of Belt Up School of Motoring Limited.**



1. The terms and conditions listed below form a contract between the customer booking the training course "the Customer" and Truck School, part of Belt Up School of Motoring Ltd, a company registered in England & Wales under number 7552358 whose registered office is located at Mo-Cridhe, Farrington Road, Paulton, Bristol, BS39 7LP, registration number 7552358 "the Company". The Company's address for all communications (including complaints) is The Mendip Training Centre, Gurney Slade, Radstock, BA3 4TQ. Email: info@truckschool.org.uk
2. All course fees must be paid in full in 7 working days after date of invoice. The fees charged by the Company for its courses can be found on the quote/invoice provided. Course fees can be paid by BACS, cash or credit/debit card. Card payments can only be made in person at our offices.
3. All major credit or debit cards are accepted. There is currently no charge if paying with a credit/debit card.
4. Some customers will have a right to cancel this contract under the Consumer Contracts (Distance Selling) Regulations 2013. (Those excluded from this right to cancel are Customers buying training courses from the Company in the normal course of their business). Where the right to cancel under the Consumer Contracts (Distance Selling) Regulations 2013 applied, the Customer may cancel its contract with the Company as follows:
 - 4.1. Where the Customer has received a written copy of these terms, before or after the Contract was concluded the Customer may cancel this contract at any time up to the end of the fourteenth working day from the day this Contract was concluded UNLESS the Customer has agreed to the training courses starting before the end of this cancellation period in which case the Customers right to cancel will end when the Company has started supplying the training courses;
 - 4.2. Where there is a right to cancel under the Consumer Contracts (Distance Selling) Regulations 2013, the Customer does not need to give the Company any reason for cancelling this Contract nor will the Customer have to pay any penalty.
 - 4.3. Other than cancellation in accordance with clause 4., course cancellation must be made no later than 21 days prior to the commencement of the course by letter or email. Should a course be reserved to commence with less than a 21 day period and then cancelled for whatever reason full course fees will become payable to the Company unless we can re-sell it as follows:
 - 4.3.1. The Company will retain the deposit and other fees paid and endeavour to re-sell the course elsewhere. Where the Company is able to re-sell the course in full for the same price due to be charged to the Customer the deposit and any fees paid, less a reasonable administrative charge, will be returned to the Customer.
 - 4.3.2. In the event that the Company cannot recoup the full course cost elsewhere any loss suffered will be recouped, in the first instance, from the deposit and fees paid by the Customer. Any outstanding loss will be payable by the Customer to the Company.
 - 4.3.3. In the event that the Company is able to recoup its losses in full from the deposit and fees paid previously by the customer any remaining balance of the deposit and fees will be refunded to the Customer.
5. Course fees are payable in full if condition no. 4 is not adhered to.
6. The Company cannot be held responsible for a practical test being cancelled by the Driving Vehicle Standards Agency. Any rebooked courses will be charged at our usual rates. The customer is entitled to apply to the DVSA for a refund of their costs incurred by the test being cancelled. This is outlined on the www.gov.uk website.
7. In the event of a breakdown, the Company will provide tuition and test not taken at no extra cost.
- 8.1. This clause 8 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of:
 - 8.1.1. any breach of this agreement however arising;
 - 8.1.2. any use made by the Customer of the services provided under this agreement; and
 - 8.1.3. any representation, statement or tortuous act or omission (including negligence) arising under or in connection with this agreement.
- 8.2. Nothing in this agreement limits or excludes the liability of the Company:
 - 8.2.1. for death or personal injury resulting from negligence; or
 - 8.2.2. for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.
9. All trainees must be in possession of legal driving licence requirements before commencement of the course. The Company accepts no responsibility for trainees having not complied with these requirements that may lead to a loss of fees.
10. The Company reserves the right to terminate the course if we consider the trainee, whilst in charge of the vehicle, to be a danger to themselves, the instructor or the general public. We also reserve the right to terminate the course if the trainee is considered to be under the influence of alcohol or drugs. Unless all or part of the course can be sold elsewhere all course fees will be forfeited.
11. Should the trainee miss any days training on their course for any reason other than due to fault on the part of the Company, the course option will be classed as null and void. No course fees will be refunded in such circumstances by the Company as it will have been unable to sell the course elsewhere.
12. The Company cannot guarantee to the customer that they will have the same vehicle or instructor for training or test although it will endeavour to do so.
13. The Company, acting reasonably, will determine when training cannot proceed due to traffic conditions or adverse weather or any other event beyond the reasonable control of the Company. The Company cannot be responsible for cancellation of part of the course due to such events. The Company accepts no liability for any other losses or expense suffered by the Customer due to cancellation in such circumstances.
14. Car parking is free to trainees. However, other than loss caused by own negligence, the Company cannot be held responsible for any loss of personal effects the customer may leave in their own vehicle, the training vehicle or on Company premises.
15. Should the trainee not reach the Driving Standards Agency practical test standard within the course period, the Company reserves the right to refuse the use of the training vehicle for the practical test. In this case, all remaining course fees will be forfeited.
16. The trainee must produce to the practical test driving examiner, a form of photographic ID; their current valid driving licence and if possible their theory test pass certificate. Failure to do so will result in the test being cancelled and fees paid will be forfeited.
17. Where our contract with the Customer is to provide driving tuition only, it is the responsibility of the Customer to ensure that the vehicle they present for test, is suitable for the test and training purposes and is fully covered by a valid policy of insurance that satisfies the requirements of the relevant legislation. Failure to comply with this clause and all applicable legislation will lead to termination of the course and, unless any part of the course can be sold elsewhere all course fees will be forfeited.
18. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law, and the Company and the Customer both agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.