

## TERMS AND CONDITIONS OF TRAINING – CHEVRON TRAINING LTD

The terms and conditions will form a contract between the 'Customer' and Chevron Training Ltd, known as the 'Company'.

- i. These terms apply to all training courses provided by Chevron Training Ltd to any Customer.
- ii. A non-refundable booking fee is required to book our services. The amount of the fee varies depending on the service/course required.
- iii. All booking fees are non-refundable.
- iv. Final course fees must be paid in full on or before the date stipulated on an invoice from the Company unless other arrangements have been previously agreed with the Company.
- v. Course cancellation must be made by the Customer in writing to the Company. Verbal cancellations will not be accepted.
- vi. Any course cancellation (including illness and injury of any kind) made by the Customer less than 14 days prior to commencement of a course will result in all course fees being forfeited. However, in exceptional circumstances, and at the discretion of Company Management, all or part of monies paid (excluding test/exams fees) may be transferrable to an alternative training date.
- vii. Any cancellation or amendment of theory test bookings less than 7 days prior to test date will result in test fees being forfeited. This reflects Driver and Vehicle Standards Agency (DVSA) policy.
- viii. Payments for retests are required in full at the time of booking.
- ix. Customers who do not complete their purchased courses after 12 months of the initial purchase date will be permitted to complete the course as purchased, but Customers will forfeit all rights to the above refund request procedure and refunds will not be permitted. The course fees are non-transferrable.
- x. The Company reserves the right to terminate any training booked by the Customer if course fees are not paid in full before the start date.
- xi. Any variations to the joining instructions, course date, time of attendance which will be made in writing by the Company to the Customer. The Company will make all efforts to keep the original agreed course confirmation, however in the event of a course cancellation imposed by the Company, the Customer will be offered the next available course.
- xii. All Customers are informed of our terms and conditions which are readily available from our website and head office. All Customers are deemed to have read then before requesting our services or products.
- xiii. No estimate or assessment of training required by a trainee to reach any necessary test standard may be considered to be in any way a guarantee that the trainee will meet this standard at the end of the suggested training time.
- xiv. Customers who are considered by the Company Management or Staff to be under the influence of drink or drugs will have their course terminated and any course and test fees forfeited.
- xv. All Customers undertaking any of the Company's training courses are required to adhere to any notices or instructions given to them by any member of the Company's staff.
- xvi. Where external examinations have been arranged for the by the Company, the Company accepts no liability for the accuracy of Customer details should a dispute arise with the external examination body. Every effort is made to ensure course notes, presentations and any relevant tuition material is correct at the time of print, the Company does not accept any responsibility for any errors or omissions.
- xvii. The Company will not be held responsible for the loss of personal items left in the vehicle or on the Company's premises.
- xviii. The Company cannot be responsible for any theory or practical test being cancelled by the DVSA. The Customer will be charged an additional 4-hour session for vehicle hire which can be reclaimed by the Customer from the DVSA and is the responsibility of the Customer.
- xix. Should the DVSA cancel a practical test then all efforts will be made to arrange a retest for the Customer.
- xx. The Company reserves the right to terminate any Customer whilst attending a training course if the Company deems the customer to present a danger to themselves and others who may be affected by their acts or omissions.
- xxi. In the event of mechanical breakdown, the Company will provide additional training equal to the amount of time lost.
- xxii. Smoking is not permitted in the Company training vehicles and on Company premises.
- xxiii. It is solely the responsibility of the Customer to ensure they have both the correct provisional entitlement and in-date theory test pass certificate (where applicable) when commencing a vehicle training course. Failure to produce the correct provisional entitlement will result in the course being cancelled and all course fees being forfeited.
- xxiv. It is solely the Customer's responsibility to produce their current driving licence when requested by the DVSA Driving Examiner at the time of driving test commencement. Failure to do so will result in test fees being lost and a retest will be at the Customer's expense.
- xxv. If a Customer is banned from driving during a course, all monies paid will be forfeited.
- xxvi. A Customer with 3 or more serious faults on their failure test sheet will be required to undertake a minimum of one 4-hour session of training before returning for a retest.
- xxvii. All Customers must comply with their legal responsibility under the Health and Safety at Work Act 1974.
- xxviii. For insurance and safety purposes, all vehicles have dash cams fitted – they record both visual and audio. They will not normally be reviewed unless an incident occurs which needs further evidence.
- xxix. A training day is normally based on 4 hours solo training. For the health and safety of both the Customer and the Instructor, there may be a total break of 30 minutes in a 4-hour session.
- xxx. Should training time be lost due to weather conditions or actions outside of the Company's control (for example industrial action) the Company will do its utmost to provide additional time. Any training time added to an instruction period following an adverse weather cancellation or actions outside the Company's control will be charged at the normal rate.
- xxxi. Should a Customer wish to make a complaint about the Company, then this must be made in writing and sent to the Company, by recorded delivery within 7 days of the course ending. All complaints will be dealt with as per the Company complaints handling procedure.
- xxxii. Abusive behavior towards Company staff will not be tolerated. Customers will have their training terminated immediately with all fees paid being forfeited. **Further legal action may be taken.**

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