**General Terms & Conditions**

**Our obligation to the Customer:**

***Where any term refers to the Customer and the Employer is responsible for booking and / or paying for the training, then any terms and conditions stated also apply to the Employer.***

* Advise the customer of the current training costs.
* Once an LGV medical appointment is booked a non-refundable fee is paid to the medical provider. Where a further medical is required due to customer not attending or cancelling the appointment, additional medicals will be charged.
* We will provide the driver with one 6-month access to our online LGV theory training package. If a further online access is required, charges will apply.
* Where purchased, we will book the customers DVSA test appointments for Theory, Hazard Perception, CPC and Practical Driving tests.
* Should the customer fail a Theory or Hazard Perception Test, further resits will be chargeable inline the with DVSA test fees and a £15+vat admin charge.
* Should the customer fail the Driving Test retests will be charged at the applicable DVSA test fee plus an additional fee for 2 hours pre-test driver training and use of the training vehicle for test.
* Should a customer require further FLT training, additional training costs will be charged.
* The course fee covers the use of the vehicle/MHE/equipment on training and when on the practical test and running costs such as fuel and insurance.
* We will provide a qualified instructors in all training provided.
* We will provide a vehicle or Forklift that fully meets the DVSA or RTITB minimum requirements.
* We will register the customer for the LGV practical driving test at a suitable test centre or register the trainee FLT operator with RTITB upon successful completion of the course.
* Viamaster Training Ltd will provide Hi Vis jackets during training.
* If a course or part of a course is cancelled due to breakdown of equipment or inclement weather, Viamaster Training Ltd will rebook any undelivered training at a time convenient for the customer and at no extra cost.

**Obligations of the Customer:**

* The trainee will provide accurate and full information to Viamaster Training Ltd at all times, including but not limited to any change of house address, email address or contact telephone number.
* You must pay your final balance no later than 14 working days before your training commences, if left unpaid Viamaster will withdraw the dates booked. (Unless credit agreement agreed with credit control)
* In the event that a trainee fails to attend or complete their course for whatever reason, including but not limited to certified sickness, all course fees will be forfeited.
* The customer must produce and always carry the necessary driving documents while undertaking a course.
* If you attend a course without the correct provisional entitlement(s) you will not be allowed to train, and all monies paid towards the associated course will be forfeited.
* In an emergency or unforeseen problem arises which prevents attendance, trainees/customers should contact the office (if outside normal working hours a voicemail can be left) or an email can be sent to training@viamastertraining.co.uk It would be at the Managing Directors discretion whether alternate arrangements can be made.
* It is your responsibility to produce to the instructor at the start of the course, FLT certification, otherwise a declaration must be completed, theory tests, a current and correct provisional driving licence, and where appropriate a valid theory test pass certificate. Failure to do so will result in the DVSA cancelling the test and the customer will lose all fees paid to DVSA & Viamaster Training in relation to that test. FLT training will be cancelled should you not provide evidence required and fees forfeited.
* If you are considered by the instructor to be under the influence of alcohol or drugs, or other health condition that could compromise safety or be unlawful the course will be terminated, and all training and test fees will be forfeited.
* Where the instructor considers that in their professional opinion the trainee is unsafe and /or not ready to continue with the training or take the DVSA Driving Test unsupervised, then for reasons of safety the course or test will be terminated, and all course fees forfeited.
* Viamaster Training operates under strict award body regulations and courses are designed to meet their requirements; therefore, the trainee must arrive punctually at the start of each day. If more than 15 minutes late Viamaster Training reserve the right to cancel the course. In this instance lost training time will not be refunded or made up.
* Where the trainee driver is legally required to wear glasses for driving (Code 101 on Driving Licence) then glasses must be worn at all times when driving and on the driving test.
* Any driving offences occurred whilst under instruction is your responsibility as a licence holder and we reserve the right to pass on your details to the applicable authorities.
* The trainee/customer commits to conducting themselves in an appropriate manner: Viamaster Training Ltd reserve the right to terminate a course without notice should they, in their reasonable discretion, decide that a trainee has acted or behaved inappropriately, including but not limited to verbal and physical abuse towards the instructor or any member of staff. If a trainee wishes to appeal such a decision, they should do so in writing to the Managing Director.
* Viamaster Training Ltd will not be held responsible for loss of any personal items left on the company's premises.

**Course Fees & Payments – cancellation policy**

* To reserve an LGV training course, a **non-refundable deposit** is required. The purpose of the deposit is to cover initial costs incurred by Viamaster Training.
* To reserve a course (not Government Funded or LGV Training) payment is required on booking.
* Our courses have set hours, however as the customer you need to be aware that the length of the course is chosen by yourself, if you feel you need more than what we recommend then please make us aware on booking and the extra charges will be agreed. If you feel you require further hours after starting your training Viamaster are not liable for any loss of test fee and will always try and accommodate further hours upon request.
* All quotes for training will remain valid for 30 days.
* Once the trainee has passed theory tests, the driving course can be booked. The remaining balance will be invoiced to be paid no later than 14 working days (Mon – Fri) before the course start date. We accept payments by: Stripe payment link, BACS, Cash or Card.
* Any customer with a credit agreement are required to pay as agreed with accounts.
* If the DVSA make changes or cancel your test, any losses including travel needs to be claimed through the DVSA. Viamaster are not liable for changes or cancellations made by the DVSA, however we will do our utmost to accommodate any DVSA changes or cancellations.
* The trainee is permitted to make one change to the booked practical driver training, and this will be accepted provided more than 10 working days’ notice is given prior to the start date of course, and no additional costs are incurred by Viamaster Training. We reserve the right to charge where cancellation results in Viamaster Training incurring additional costs such as lost DVSA test fees.
* Where a trainee cancels a course giving 10 working days or less notice the full course fees will not be refunded.
* Where a trainee cancel’s giving more than 10 working days’ notice fees will be refunded at our discretion. An admin fee of £60+vat will be charged and taken from the refund amount.
* If a trainee fails to arrive or is a ‘no show’ no refund will be given. If the trainee arrives late Viamaster are not permitted to make up the hours missed.
* If an unexpected machinal fault occurs to one of Viamaster’ s vehicles we will endeavour to change vehicles where possible or reschedule your training/test as soon as possible. Viamaster will not be liable for additional costs that you may incur because of this.
* If Viamaster Training has to terminate the course for any reason. i.e. trainee doesn’t have the correct licence, or we feel in the interest of public safety your training cannot continue i.e. under the influence of drugs/alcohol or medical conditions restrict your driving abilities no refunds will be given.
* Where a trainee withdraws after starting a course, the trainee will not be eligible for a refund and any associated DVSA test fees.
* Theory and practical tests booked with the DVSA by Viamaster Training Ltd on behalf of the trainee, will be subject to the DVSA’s terms and conditions in relation to cancellation by either the DVSA or the driver.
* On the very rare occasion an accident occurs under supervision or instruction, the trainee will be covered by Viamaster training’s insurance, and you will be required to complete the relevant paperwork towards the claim.

**Training times**

* Normal training hours are between 07:00 – 17:30 Monday to Friday.
* Viamaster Training Ltd will make every effort for the trainee 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.
* Viamaster Training Ltd reserve the right to amend training dates and timings should the need arise. In such a case the trainee will be given at least 24 hours’ notice.

**Complaints procedure**

* Any complaints about any training should be made in the first instance to the instructor or Training Manager before the end of the day.
* Any complaint about course administration should be made in the first instance to the Training Manager.
* Any complaint that has not been resolved by the instructor or Training Manager should be made in writing to the Operations Manager no later than 48 hours after the incident.

**Confidentiality and Data Protection**

* Viamaster Training Ltd will keep all information private and confidential which the customer supplies in connection with this agreement.
* Viamaster Training Ltd will be responsible for ensuring that the processing of personal data complies with GDPR and Data Protection Act 2018.
* Marketing - if you would like to opt out of marketing, please tick the box

**Or email** training@viamastertraining.co.uk with the following information:

Name

Date

Company title (if applicable)