

## FOCUS HGV TRAINING TERMS AND CONDITIONS

### 1. Services provided by Focus HGV Training

Focus will provide the following services to the student:

- a. Discuss with the student whether or not they are suited to a career as an LGV driver (subject to the DVLA current criteria).
- b. Advise the student on available training finance packages.
- c. Provide Theory Test Training materials, and book and pay for the first LGV theory test.
- d. Arrange driver training for Class C and Class C+E driving test as applicable
- e. Offer important post-licence training through 'LGV Essential' course in association with the RHA, and provide certificate of attendance.
- f. Offer a job finder service to assist you in finding a job by marketing your skills to companies in our database with suitable vacancies; this service does not guarantee you a job or interview.
- g. A 'days training' may encompass any of the following: 4 hours of one-to-one training or 7-8 hours of two-to-one training which shall include actual driving, briefings, de briefings, comfort breaks and verbal coaching and shall be offered at the discretion of the training instructor

### 2. Requirements of the student

- a. The Student will provide accurate and full information to Focus at all times. The Student will be in possession of all necessary legal driving documents at all times while undertaking a course and shall provide copies of the same to Focus prior to the commencement of the course.
- b. The Student will show to the Theory Test centre and Driving Standards Agency (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 Student will fail the relevant test and will forfeit all fees paid to Focus in relation to that test.
- c. If the Student is considered by Focus 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.
- d. Theory tests booked with the DSA by Focus on behalf of the Student will be subject to the DSA's terms and conditions in relation to cancellation and / or refund of any monies paid.
- e. It is the responsibility of the Student to ensure that the correct Provisional Entitlement has been added to his/her driving licence by the DVLA. Any student without the correct entitlement will legally not be allowed to train and all monies paid towards course fees will be forfeited. It is the responsibility of the student to ensure their driving licence is valid. If a student is banned from driving at any point during the course any monies paid by the student are non-refundable.
- f. Course Times & Attendance - Students must adhere to the course times as per joining instructions. Failure to attend any part of the course or late arrival may result in the student being refused entry and the full cost of the course may be forfeited.
- g. Fitness to attend - Where applicable the Student must ensure they are free from any conditions, ailments or injuries that might affect their ability to participate in the practical elements of the course.
- h. Where a trainee falls ill and cannot attend all or part of a training programme, the fee for the session will be forfeited.
- i. The Student will complete the requirements of the provisional licence and secure dates to commence their practical training within 90 days of booking. Failure to secure dates to commence the practical training within the prescribed period may result in training being cancelled.
- j. No refunds will be made if the Student fails to commence practical training within 90 days of the booking as set out in 2.i above
- k. In the event that a Student fails to commence practical training as set out in clause 2i-j above any finance secured to pay for training will remain payable to the loan provider

### 3. Training with Focus

- a. Training satisfaction - Focus will ensure that only equipment of suitable proven and roadworthy quality is provided for the duration of training and the practical test. Focus will also ensure that only suitably qualified personnel provide the training. In the event of the training vehicle breaking down, or bad weather preventing training taking place, Focus will arrange for the student to have further training to make up for any lost time. If you feel that we have not provided either of the above you must let us know of the issue you have with the training on the first day so that we can come to a resolution as soon as possible. In the unlikely event we fail to provide the aforementioned or we have not taken steps to resolve the situation then you will be entitled to a full refund.
- b. Focus cannot be held responsible for any incident or occurrence outside its control that affects the provision of any given course date, course forecast, course content or course timing, including cancellation, amendment or re-scheduling for whatever reason. Focus will make every reasonable effort to provide alternative arrangements.
- c. Focus cannot be held responsible for any practical test being cancelled by the DSA (Driving Standards Agency). Should this occur the customer will be charged 1 day's vehicle hire, which may be reclaimed from the DSA.
- d. In the event of the closure of a Focus training centre where the customer has already taken their training, any additional training will be offered at the nearest centre to their home.
- e. DSA theory tests and practical tests are additionally subject to the terms and conditions of the DSA.
- f. Should a student become ill any test fee lost must be reclaimed from the DSA and is subject to their terms and conditions
- g. Any pre or post training complaints or issues about the LGV Course should be directed to customer services by telephone and in writing. All correspondence must be sent recorded delivery to arrive within 7 days of the incident. Focus will endeavour to resolve the issue within 20 working days.
- h. In accordance with the Customer Protection Distance Selling Regulations 2000, when a course is booked without face-to-face contact, the student may cancel the contract within seven days ('cooling off period') of that contract having been concluded.
- i. Subject to the Distance Selling Regulations 2000 referred to in clause 3(h) - all monies paid towards the course fees as either deposits, part payments, balance payments or any form of installment payment outside of the aforementioned 'cooling off period' are non refundable or transferable.
- j. All 'double licence' courses (consisting of both C & C+E licence tests) are considered one course and any cancellations to all or part of the course are subject to the terms of 3(i).
- k. Should a student decide to reschedule or cancel training or test dates already booked, an administration fee may be applied. In some cases, the cost of this training and or test may be forfeited in full. Requests to change dates must be confirmed in writing.
- l. Any balance of payment made on a credit card will be subject to a 3% handling fee, which is non-refundable.
- m. Where a course is secured on a deposit the full cost of the course must be paid within 28 days of the date of booking, failing which the deposit is forfeited.
- n. Where a trainee fails their medical they will be entitled to a full refund of all monies paid upon receipt of a copy of the DVLA's letter declining the trainee's application based on medical grounds.

### 4. Pass Protection Policy

- a. The Pass Protection policy offers the trainee a total of one retest without extra charge. Focus will provide extra tuition on the day of the retest. Any retest required in addition to those provided by the Pass Protection policy will be charged at our normal current daily rate plus the DSA test fee.
- b. The Pass Protection policy is only valid if the student fails their test or is deemed to be below the minimum standard required to take a test by a Focus or Accredited Partner instructor.