

Driving Activity Term and Conditions

Please note that clause 6 contains limits on the liability of the Organiser and that clauses 7 and 8 set out the limited circumstances in which the Customer may be entitled to a refund of some or all of the Price paid.

Definitions

In these terms and conditions the words and expressions set out below have the meanings given to them.

“**Assessment**” means an assessment of driving skill, capabilities or competence as more particularly described in the Organiser’s brochure or at its website www.sdsa.eu and specified in the Booking Confirmation.

“**Booking Confirmation**” means the email confirmation issued by the Organiser confirming the Customer’s booking for a Driving Activity.

“**Commissioner**” means the body or organisation which has commissioned the Organiser to provide the Driving Activity.

“**Contract**” means the contract between the Organiser and the Customer for the provision of the Driving Activity by the Organiser to the Customer (and/or any Participants as applicable) which consists of these terms and conditions and the Booking Confirmation.

“**Consumer**” means that the Customer is not a business or is booking the Driving Activity for a purpose outside the Customer’s trade, business or profession.

“**Customer**” means the person (either natural or corporate) who is named as the Customer in the Booking Confirmation.

“**Coaching Course**” means the Coaching Course event provided by the Organiser, more particularly described in the Organiser’s brochure or at its website www.sdsa.eu and specified in the Booking Confirmation.

“**Driving Activity**” means a Coaching Course and/or an Assessment.

“**Instructor**” means an instructor allocated by the Organiser to instruct, train or assess Participants.

“**Organiser**” means The Driving Skills Agency Limited (company number 05717846) trading as The Specialist Driving Skills Agency.

“**Participant**” means each individual who is to participate in the Driving Activity pursuant to the Contract including (where applicable) the Customer.

“**Price**” means the price payable by the Customer for the Driving Activity as specified in the Booking Confirmation.

“**Start Date**” means the scheduled date on which the Driving Activity is to take place or (if it will take place over more than one day) the date on which it will start.

Participation in the Driving Activity is subject to the following terms and conditions:

1 Bookings

- 1.1 By booking a Driving Activity, the Customer offers to purchase the Driving Activity. The Contract comes into effect upon the Organiser issuing the Booking Confirmation.
- 1.2 If the Customer believes any details of the Driving Activity in the Booking Confirmation are incorrect the Customer must bring the disparity to the attention of the Organiser within 14 days of the date on which the Customer receives the Booking Confirmation. If the Customer fails to do so the Customer shall be deemed to have accepted the Organiser’s offer to provide the Coaching Course as described in the Booking Confirmation.
- 1.3 On receiving the Driving Activity participation documents, it is the responsibility of the Customer to

check these documents to ensure that the details contained in these documents are correct (name, event date, event location etc.). The Customer must advise the Organiser immediately if any correction is required.

- 1.4 The Customer must notify the Organiser immediately if the Driving Activity participation documents are not received 21 days before the Start Date.
- 1.5 Where the Customer is booking the Driving Activity for a number of Participants the Customer enters the Contract on behalf of himself and each of the other Participants. Each of the Customer and the other Participants shall be fully liable individually to comply with these terms and conditions and to pay the Price as well as being liable as a group.

2 Driving Activity Organisation

- 2.1 Participants must have a full, valid driving licence on the date of the Driving Activity. Each Participant agrees to allow the Organiser to inspect his driving licence before the start of the Driving Activity. If any Participant does not have a full valid driving licence, that Participant may not be allowed to take part in the Driving Activity. No refund of the Price (or any part of the Price) shall be payable if any Participant is refused participation in the Driving Activity under this clause 2.1.
- 2.2 The vehicles for the Driving Activity are provided by the Organiser. Participants shall not be entitled to a specific vehicle or model.
- 2.3 Vehicles provided by the Organiser are covered by insurance with an excess. The Customer shall be required to pay this insurance excess if the insurance claim to which the excess relates arises due to the deliberate action of a Participant or any failure by a Participant to comply with instructions given to him by an Instructor during the Driving Activity.

3 Payment

- 3.1 The Price together with all applicable VAT and taxes is due and payable in full immediately upon booking the Driving Activity.
- 3.2 The Price excludes any costs for travel, food or accommodation.
- 3.3 Any additional sums payable by the Customer in relation to the Driving Activity shall be due and payable in full immediately upon completion of the Driving Activity.

4 Participation, Changes and Assessments

- 4.1 The Organiser may make any changes to the Driving Activity which it considers necessary to comply with any applicable law or safety requirement and/or any other changes which will not materially affect the nature or quality of the Driving Activity. The Organiser shall notify the Customer of any changes to the Driving Activity in advance where it is reasonably able to do so.
- 4.2 Participants are required to follow all of the instructions and directions given to them by the Organiser or its Instructors in relation to the Driving Activity. The Organiser reserves the right to prevent Participants taking part in or completing the Driving Activity where they fail to comply with any instructions of the Organiser or its Instructors.
- 4.3 The Organiser has the absolute right at its discretion to prevent any Participant from taking part in or completing the Driving Activity if the Organiser considers that they are unfit for this activity (this includes but is not limited to situations where the Participant appears to be under the influence of alcohol or drugs).
- 4.4 Where the Organiser exercises its discretion under clause 4.2 or 4.3 to prevent a Participant from taking part in or completing the Driving Activity, no refund of the Price (or any part of the Price) shall be payable.
- 4.5 If a Participant elects not to complete or participate in any part of the Driving Activity then no refund of the Price (or any part of the Price) shall be payable.
- 4.6 It is the responsibility of each Participant to ensure that they arrive at venues in good time with all required documentation. No refund of the Price (or any part of the Price) shall be payable if a Participant is unable to participate in all or part of the Driving Activity due to a failure to arrive in good time and/or

with all required documentation and the Organiser shall have no responsibility for any such failure.

- 4.7 Where a Driving Activity is being held outside the United Kingdom it is the responsibility of each Participant to familiarise themselves with and to comply with the entry requirements of the country concerned (for example, any requirement for a visa) and any relevant health requirements or recommendations for that country (for example, any required or recommended inoculations). No refund of the Price (or any part of the Price) shall be payable if a Participant is unable to participate in all or part of the Driving Activity due to a failure to comply with any applicable requirements, rules or regulations and the Organiser shall have no responsibility for any such failure.
- 4.8 All Participants consent to the filming and recording of their involvement in the Driving Activity. By doing so the Participants agree that the resulting footage can be used for the purposes of promoting the Commissioner, the Organiser and/or Driving Activities organised by the Organiser and that the intellectual property rights in such footage are the sole property of the Organiser.
- 4.9 In relation to an Assessment if in the opinion of the Instructors a Participant is able to demonstrate the relevant skills, standards and/or capabilities in accordance with applicable assessment criteria then the Participant will be certified by the Organiser as having done so. In issuing any such certification the Organiser gives no warranty and makes no representation in relation to the competence of the Participant and shall have no liability for any loss or damage caused by the Participant.

5 Insurance

Each Participant is responsible for ensuring that they have in place appropriate insurance to cover risks associated with participating in the Driving Activity. This may include, but is not limited to, travel, medical, legal, cancellation, personal loss or personal injury insurance cover. Each Participant must ensure this insurance provides adequate cover for his personal circumstances and requirements and should pay particular attention to clause 6 which contains limits on the liability of the Organiser and clauses 7 and 8 which set out the limited circumstances in which the Customer may be entitled to a refund of the Price paid or part of the Price paid.

6 Limitation on Liability

- 6.1 Nothing in these terms and conditions shall limit or exclude the Organiser's liability for:
- 6.1.1 death or personal injury caused by its negligence, or the negligence of its representatives;
 - 6.1.2 fraud or fraudulent misrepresentation; or
 - 6.1.3 any other matter for which it would be illegal or unlawful for the Organiser to exclude or attempt to exclude its liability.
- 6.2 Subject to clause 6.1:
- 6.2.1 the Organiser shall under no circumstances whatever be liable to the Customer or any Participant, whether in contract, tort (including but not limited to negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, loss of opportunity, loss of business or for any indirect or consequential loss arising under or in connection with the Contract; and
 - 6.2.2 the Organiser's total liability in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including but not limited to negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the Price.
- 6.3 Except as set out in these terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 6.4 Without prejudice to clause 6.1 Participants will be required to sign a risk acknowledgement prior to the Driving Activity commencing confirming certain information and, in the absence of negligence on the part of the Organiser and its representatives, accepting that driving can be dangerous and that participation in the Driving Activity is at the Participant's own risk. A copy of the risk acknowledgement is available on request.
- 6.5 Where the Customer contracts as a Consumer nothing in this clause 6 shall affect the statutory rights of the Customer.

6.6 This clause 6 shall survive termination of the Contract.

7 Cancellation by the Customer

7.1 The Customer is entitled to cancel a booking for the Coaching Course and to terminate the Contract by giving written notice of cancellation to the Organiser.

7.2 Upon the Organiser's receipt of the Customer's written notice of cancellation the Customer shall be entitled to a refund of a proportion of the Price as follows:

7.2.1 if the Organiser receives the Customer's written notice of cancellation more than 90 days before the Start Date, the Customer shall be entitled to a refund of 90% of the Price (or if the number of Participants is reduced but the entire booking is not cancelled 90% of that part of the Price attributable to the cancelled Participants); or

7.2.2 if the Organiser receives the Customer's written notice of cancellation between 45 days and 90 days before the Start Date, the Customer shall be entitled to a refund of 50% of the Price (or if the number of Participants is reduced but the entire booking is not cancelled 50% of that part of the Price attributable to the cancelled Participants); .

7.3 If the Organiser receives the Customer's written notice of cancellation less than 45 days before the Start Date, or if the Customer or any Participant fails to attend the Coaching Course without notice, the Customer shall not be entitled to a refund of the Price (or any part of the Price).

8 Termination by the Organiser

8.1 The Organiser may terminate the Contract with immediate effect by written notice to the Customer if the Customer fails to pay the Price (or any part of the Price) on the due date for payment.

8.2 The Organiser may terminate the Contract with immediate effect where it exercises its discretion to prevent a Participant from taking part in or completing the Driving Activity under clause 4.2 or 4.3.

8.3 If the Organiser terminates the Contract under clause 8.1 or 8.2, the Customer shall not be entitled to a refund of the Price (or any part of the Price).

8.4 The Organiser may cancel the booking for the Driving Activity and terminate the Contract no later than 14 days before the Start Date by giving written notice to the Customer if any minimum number of Participants for the Driving Activity is not reached or in the Organiser's opinion will not be reached.

8.5 The Organiser may cancel the Driving Activity and/or terminate the Contract if the Driving Activity is made significantly more complicated, or is endangered or impaired as a result of an event beyond the reasonable control of the Organiser (including but not limited to industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law of governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, weather conditions or default of suppliers or subcontractors).

8.6 Where the Organiser terminates the Contract under clause 8.4 or 8.5 the Customer shall be entitled to a refund of the Price paid less (in the case of cancellation of the Driving Activity and/or termination of the Contract under clause 8.5) the costs associated with the Organiser providing any services notwithstanding cancellation of the Driving Activity and/or termination of the Contract. The Organiser shall not be liable for any additional costs of or connected with any change in any travel or accommodation arrangements of any Participant where clause 8.5 applies.

9 Data protection

9.1 The Organiser will process information about the Customer and Participants in accordance with its privacy policy <http://www.sdsa.eu/legal.html> . By booking a Driving Activity the Customer (on behalf of the Customer and any other Participants) consents to such use.

9.2 Without limiting clause 9.1 by booking a Driving Activity the Customer (on behalf of the Customer and any other Participants) consents to the Organiser including the name and other relevant details of the Customer (and any other Participants) including any certification or accreditation obtained in any Assessment in the skills register published and maintained by the Organiser on its website.

10 Interpretation

In these terms and conditions:

- 10.1 for the purpose of clauses 1.4, 7 and 8 any specified number of days referred to is the number of clear days following receipt of notice and excluding the Start Date.
- 10.2 clause headings are for convenience only and do not affect the interpretation of these terms and conditions and any use of a word importing one gender includes the other genders; and
- 10.3 any reference to a clause is unless otherwise stated to a clause in these terms and conditions.

11 Severance

- 11.1 If a court or any other competent authority finds that any provision or part of a provision in these terms and conditions is invalid, illegal or unenforceable, that provision or part of a provision shall, to the extent required, be deemed deleted from these terms and conditions, and the validity and enforceability of the other provisions of these terms and conditions shall not be affected.
- 11.2 If any invalid, unenforceable or illegal provision of these terms and conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12 Entire agreement

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Organiser which is not set out in the Contract. Any amendments or additions to the Contract must be made in writing signed by the Customer and the Organiser.

13 Place of jurisdiction and governing law

The Contract and these terms and conditions shall be subject and interpreted in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising under or in connection with this Contract.