

# Flair Training Terms of business

## General:

We care about providing you with the full details of the contract being entered into between you "The Customer" and us, Flair Training "The Company". We have endeavoured to ensure that all our terms of business are fair and are designed to offer protection to both parties should the need to refer to them arise.

## (1) Terms relating to the collection and payment of course fees

(1.1) At the time of booking any of our services the booking details will be agreed between us and a booking confirmation document will be created and forwarded to the customer. The agreed balance payment date is known as the "due date". The booking confirmation will clearly specify the due date. We reserve the right to collect any payments from a previously used credit / debit card on the due date.

(1.2) The booking confirmation referred to (1.1) is the customer's proof of entitlement to the company's products and services listed on the booking confirmation.

(1.3) All monies paid towards the course fees as either deposits, part payments, balance payments or any form of instalment payment are non-refundable or transferable except for any of the conditions mentioned in our refund policy at Section (2) within this document.

(1.4) All courses must be completed within twelve months from the date of deposit being paid. After this time the contract will expire, and any unused training is null and void.

**Cheque** - Cheques should be made payable to Flair Training

**Paypal** - Payments can be made to customerservices@flairtraining.co.uk

**Online banking transfer** - See banking payment details below

**Directly into our bank account** - This can be done at any Barclays Bank branch. See banking payment details below

### Banking Payment Details

A/C Name	Sort Code	A/C Number	Payment Ref
Flair Training	209740	63280624	Your name or Flair ID

## (2) Our refund policy

(2.1) In accordance with the Consumer Contracts Regulations 2013, where a program/course is booked without face to face contact, a customer may cancel a contract from the moment they enter into it for the next 14 days. These regulations will only apply if you book a course by telephone, fax, post or electronically using the Internet. They will not apply if you visit a training centre in person to book a course. This period of consumer protection will be known as the “cooling off period”. Cancellations must be received in writing with proof of delivery (registered post) to our office within the cooling off period.

(2.2) In accordance with the Consumer Contracts Regulations 2013 if the contract has begun with the consumer's agreement within the cooling off period described in term (2.1) the right to cancel remains at 14 days but the consumer must pay for any goods or services received up until the point of the cancellation. For clarity this means if any course training materials or Non-refundable tests etc are booked or sent to him immediately after booking the course, the right to cancel still remains for the remainder of the 14 days cooling off period but those items must still be paid for. The right to cancel will also end within the cooling off period for short notice bookings. A short notice booking is one where the actual in vehicle training is due to start within 3 weeks of the date of booking and a test date and training seat is allocated to the customer and we are unable to find a replacement candidate to take up the arranged training dates.

(2.3) Subject to the DVLA confirming in writing that it has suspended or revoked the customer's driving licence for any reason, all monies paid by the customer will be refunded unless the customer has already made use of any training materials. In this instance an administration charge of £50.00 will be deducted from the refund to cover cost of all materials sent including postage and packaging and administration costs.

(2.4) The company reserves the right to make a refund in any other exceptional circumstance as it sees appropriate. This term is intended to cover unusual compassionate situations. In all cases where a refund is offered except as per terms (2.1) or (2.2) or (2.3) above, an administration charge of £35.00 will be deducted. In certain circumstances the company may also allow a customer to transfer any outstanding training to another person.

(2.5) A refund is not considered as authorised until the company has confirmed in writing that a customer is entitled to it.

### **(3) Terms relating to our driver training**

(3.1) Our driver training is either conducted with a candidate/instructor ratio of 1:1 for 4 hours or 2:1 for a period of 8 hours. This block of training is referred to as a training session.

(3.2) Once a training session has been arranged and confirmed in writing either by email or post, if the customer wants to cancel the session the training time will be lost unless we are able to find a replacement candidate to take up the arranged times. If the cancellation is for medical reasons, in addition to finding a replacement candidate, a doctor's certificate will be required that covers the period of the session. Except for medical reasons if we are able to reschedule the session it will be subject to an administration charge of £15.00.

(3.3) If a student is considered by the company or their representatives to be under the influence of alcohol or drugs while on training, they will have that and any outstanding sessions terminated and all their fees forfeited. This will also be the case if the candidate appears to be too tired or ill to learn properly. All candidates should arrive feeling fresh and ready to train.

(3.4) The company will not be held responsible for the loss of any personal items left in the training vehicle or on the company's premises.

(3.5) Smoking is not permitted in any training vehicle.

(3.6) The company will endeavour to keep customers in the same vehicle for training as much as possible and will not unduly transfer customers between vehicles or instructors except due to mechanical failure, holidays, sickness, etc. We cannot guarantee the same vehicle or instructor or test centre for initial training or for retests.

(3.7) During the course if the instructor considers that the student has not reached a sufficiently high standard to take the DVSA practical test, the training will continue until the scheduled end time for the session, but the test fee will be lost. In these rare instances the candidate is responsible for paying for the next test.

## **(4) Terms relating to any free or half price retest training**

(4.1) Where a booking includes a free or half price retest training session this covers the vehicle hire only. It does not include the DVSA driving test fee which must be paid by the candidate at the current rate. Free or half price retest training is limited to 1 training session per retest attempt.

(4.2) Where a booking includes a free or half price retest training session, this additional time includes the time required for the actual driving test. For clarity this means that a free additional 4 hour training session includes the test itself which is approximately 1.5 hours in duration.

(4.3) Where a booking includes a free or half price retest training session, anyone with two or more serious or dangerous faults on their test failure sheet will require two retest training sessions. 16 or more individual driving faults will be counted a serious fault.

(4.4) Where a booking includes a free or half price retest training session, anyone with a serious or dangerous fault for the reversing exercise on their test failure sheet will require two retest training sessions even if it is the only serious or dangerous fault recorded. This is because there is insufficient time to attend the reversing area for remedial training and take another test in a single training session

(4.5) Where a booking includes a free or half price retest training session, any candidate that chooses to terminate the driving test while it is in progress and before it would have ended normally will require two retest training sessions. This will also apply if the examiner terminates the test early on public safety grounds. In the event of a test ending prematurely due to mechanical failure clauses (4.3 & 4.4) will only apply if the test report form DL25 already had been marked with 2 or more serious or dangerous faults.

(4.6) For clarity where Terms (4.3 or 4.4 or 4.5) apply this means that the candidate will still receive one session Free of Charge or half price and pay for the second session at the current rate.

(4.7) Where a booking includes a free or half price retest training session, any candidate that does not book a retest within 2 months of failing a test will require two retest training sessions for the next retest.

(4.8) If any candidate that is entitled to free or half price retest training fails to attend any part of the original scheduled training sessions they will have broken their agreement with us. In this case any further tuition must be paid for. This clause is intended to prevent candidates missing parts of the training and claiming additional free or half price training if they fail the test.

## (5) Terms relating to the DVSA and driver testing

(5.1) The company cannot be held responsible for any practical test being cancelled by the DVSA (Driver & Vehicle Standards Agency).

(5.2) Should number (5.1) occur the customer will be charged 1 extra training session hire of vehicle. This can usually be reclaimed from the DVSA, except for cancellations due to adverse weather. For further information please visit the gov.uk website at: -

<https://www.gov.uk/government/publications/application-for-refunding-out-of-pocket-expenses/guidance-on-applying-for-out-of-pocket-expenses-for-a-cancelled-driving-test>

(5.3) All tests purchased from the DVSA on behalf of the customer are subject to the terms and conditions of the DVSA. If the DVSA increases any test fees after the customer has booked with us, the customer must pay the amount of the increase.

(5.4) The customer must show to the DVSA driving examiner their current driving licence showing the correct entitlement on the day of their test. Failure to do so will result in the test being classed as null and void and all fees paid will be forfeited.

(5.5) Where a practical driving or theory test is purchased by us from the DVSA on behalf of the customer we will endeavour to confirm that the test date is acceptable to the customer. If the customer subsequently asks us to change the test date for any reason an administrative charge of £15 will be made to cover the costs incurred by us.

## **(6) Miscellaneous terms and conditions**

(6.1) In the event of either a mechanical breakdown or non availability of instructor for any reason, the company will provide additional training, equal to the amount of time lost at no additional cost.

(6.2) The company accepts no financial penalty ie loss of wages etc in respect of conditions (5.1) or (6.1).

(6.3) In the event of the closure or relocation of a branch irrespective of whether or not the customer has already taken training, any future training will be offered at the next nearest branch to their home address. No compensation will be made for any additional travelling expenses unless the extra distance exceeds 50 miles in which case the additional costs will be reimbursed at our current travel rates.

(6.4) Should there be a complaint by the customer for whatever reason it will be the responsibility of the Company Training Manager to deal with that complaint fairly on behalf of the customer provided it has been sent by recorded delivery within seven days of the event that led to the complaint. Our target is to reply to any complaint within 14 days of receiving it.

(6.6) All customers are informed of our terms & conditions which are readily available on the internet or from our head office. All customers are deemed to have read them before requesting our services or products.