

ADVANCED DRIVING SOLUTIONS LTD

TERMS AND CONDITIONS

1. DEFINITIONS

'The Company' is Advanced Driving Solutions Ltd, or any of its associated companies or brands. 'The Customer' is the company, firm, organisation, entity or individual to whom products or services are or are due to be supplied by the Company.

2. THE CUSTOMER AGREES:

1. That unless expressly agreed in writing to the contrary, the contract for the supply of products or services by the Company to the Customer is solely between those two parties and that in no case, unless agreed in writing in advance, will the contract be between the Company and the Customer's insurer, insurance broker or other intermediary.
2. That in certain cases, for example where an intermediary (insurer, broker or similar) has been instrumental in establishing the provision of services or products by the Company to the Customer, a summary report of the training will be issued by the Company. Copies of this report will be made available to the Customer and to the intermediary, provided that the intermediary is bona fide and that nothing contained herein shall interfere with the fiduciary relationship between the Company and the Customer or the Customer and the intermediary
3. To provide a 'co-ordinator' to expedite the operation of the contract and assist with the booking of trainees on to courses.
4. To provide roadworthy and suitably insured vehicles (for business use) for the purposes of receiving practical on-the-road driver training; except where other arrangements have been made in writing.
5. To the terms of payment set out following and further that the Company reserves the right not to undertake or continue the delivery of its products or services where the Customer's credit status is deemed unsatisfactory or where vehicles supplied for training are not roadworthy or adequately insured.
6. That where, on a particular training day, training is unable to take place for reasons outside the control of the company (examples being, but not limited to, trainer illness, extreme adverse weather conditions or other force majeure) no refunds of any monies paid or due to be paid with respect to the booking will be forthcoming, nor will requests for compensation be entertained. The Company will, however, offer an alternative training date as soon as practically possible.

3. TERMS OF PAYMENT

1. The Company will normally issue invoices after training has taken place. An exception to this will be in the case of web based product sales, where invoices will be raised at the time of product access/availability.
2. All invoices become due for payment within **7 days** of the invoice date.
3. In the case of late payment, the Company reserves the right to withdraw any discounts that may have been offered against the Company's standard charges.
4. In the case of late payments exceeding 30 days from the invoice date, additional interest may be charged on a daily basis on the overdue amount at an annual rate equivalent to LIBOR + 10%, **from the invoice date**.
5. The Company reserves the right to suspend or terminate the provision of its products or services if the Customer fails to pay invoices by the due date.

4. CANCELLATION & RESCHEDULING CHARGES

1. Where bookings have been confirmed between the Customer and the Company, the following charges will attach to cancellations/re-scheduled training sessions and/or amendments (excluding name changes as long as all other training details remain the same) initiated by the Customer:

Within 7 calendar days: 100% of prevailing customer rate

Between 8 and 14 calendar days: 50% of prevailing customer rate

15 calendar days or longer: £20.00 (administration fee)
plus any costs incurred by the Company

All cancellations must be advised in writing.

2. Where a trainee(s) fails to attend a training session, the full rate is still payable and no refunds will be made. A trainee will be deemed to have not attended a training session if he or she arrives more than one hour after the scheduled starting time for the session.
3. Where a trainee is unable to attend, the Customer may send a substitute.

5. **ADDITIONAL CHARGES**

1. Any/all additional charges will be agreed at the time of booking or prior to the service being delivered.
2. Standard training hours are 0800 – 1800hrs, Monday to Friday – excluding bank and other public holidays. Any products or services delivered by the Company outside these times will attract a supplement of £35 per booking except for full day training sessions booked for Saturday, Sunday or Public Holidays which will attract a supplement of £70 per day.
3. A standard half-day, one trainee to one trainer session is designed to be of 3½ hours duration. A full day session, with two trainees to one trainer is designed to last 7½ hours in total. Where a half-day session exceeds 4 hours, or a full day exceeds 8 hours, an additional charge of £35 per hour or part thereof will be made.
4. **Advertised prices for standard half-day sessions are based on trainers undertaking two half-day sessions per day. Half-day sessions booked in isolation will be subject to a supplement of £50 per session.**
5. Where congestion charges are incurred in the execution of driver training these will be added to the invoice by way of a supplementary charge.