

TERMS AND CONDITIONS FOR SECURITY DRIVING COURSES

1. INTERPRETATION AND DEFINITION OF CONTRACT TERMS

- a. 'Booking Confirmation' means the course of training as set out in the Student's booking confirmation email;
- b. 'Conditions' means these terms and conditions and all provisions contained therein;
- c. 'Contract' means a contract for the supply of a security driving course (or courses) by us to you, as evidenced by our written confirmation of acceptance of your booking;
- d. 'Course' means the security driver training and instructional services provided by us as set out in the Booking Confirmation;
- e. 'we', 'us', 'our' or the 'School' means Security Drivers International Limited;
- f. 'Student' or 'you' means the person with whom the Contract is made, and your personal representatives, successors or permitted assigns (as applicable); and
- g. 'Working day' means a day (other than a Saturday, Sunday or UK public holiday) when banks in London are open for business.
- h. When we use the words "writing" or "written" in these Conditions, this will include email unless we expressly say otherwise.
- i. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- j. Any reference to "parties" means the parties to the Contract and "party" shall be construed accordingly.
- k. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.
- l. Words in the singular include the plural and in the plural include the singular.
- m. A reference to one gender includes a reference to the other gender.
- n. A reference to a clause is to a clause of these Conditions.
- o. Clause headings do not affect the interpretation of these Conditions.
- p. A Contract will come into existence between you and us when we confirm to you in writing that we accept your booking. We will do this by sending you (by registered post) a Welcome Pack which includes a copy of these Conditions.
- q. You may cancel the Contract in accordance with your legal rights and other rights to do so as set out in clause 8, to the extent applicable. We may cancel the Contract in accordance with clause 7.
- r. If you are contracting with us in your private capacity as an individual (rather than on behalf of your employer), you will be deemed to be acting as a consumer and your booking will be covered by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Otherwise, you will be deemed to be acting as a business and your booking will be subject to our normal cancellation terms.

2. CONTACTING US

Your booking is made with Security Drivers International Limited and our contact details are below should you wish to get in touch.

Security Drivers International Limited
118 Pall Mall, London SW1Y 5ED

Tel: 020 3393 2004

Email: john@securitydrivers.co.uk

3. CHARGES AND PAYMENT

- a. The charges for the Course shall be the charges set out in our written confirmation of acceptance of your booking and the charges shall be payable in full upon your receipt of our confirmation as aforesaid.
- b. The charges for the Course are, unless stated otherwise, exclusive of value added tax, which shall be payable at the appropriate rate.
- c. Time for payment shall be of the essence of the Contract.
- d. If we have not received payment of any invoice within five days after its due date, then at our discretion but without prejudice to any other of our rights and remedies:
 - i) we shall be under no obligation to provide the Course while the invoice concerned remains unpaid; and
 - ii) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

4. PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy as detailed on our website www.securitydrivers.co.uk. Please take the time to read this policy, as it includes important terms which apply to you.

5. CONFIDENTIALITY

The Student acknowledges that as and between us and you, any and all information regarding the Course shall be deemed to be confidential and shall not be disclosed by the Student to any third party without our prior written consent, nor shall any such information be used by the Student for any purpose other than the discharge of his obligations under the Contract.

6. OUR RESPONSIBILITIES

- a. We will arrange your Course and agree dates for each element with you. We will confirm your booking details for each element of your Course in writing. Once your Course is confirmed there are no changes permitted. Subject to clause 8, if you need to amend or cancel your training dates, you will not be entitled to any refund.
- b. We may, on occasion, have to make changes to the Course after the original confirmation. Such alterations to the Course will be treated as part of the Course. The Student acknowledges and accepts that their Course details may vary.
- c. We will not be liable or responsible for any event outside our control. Where the event outside our control affects the Course we will restart the Course as soon as reasonably possible.
- d. In the event of mechanical breakdowns or defects we will provide a replacement course at a later date or alternative location with a substitute vehicle. We agree to provide additional training to the extent of time lost by the Student.

7. YOUR RESPONSIBILITIES

- a. The Student warrants, represents and undertakes that his eyesight meets the standard required, he is in good health free from any physical or mental disability, he has a current and valid driving licence, he does not have any criminal conviction or other legal impediment preventing him from being in control of a motor vehicle on the public highway and that there is no prosecution or other action pending in this respect.
- b. The Student hereby acknowledges and accepts, as a material term of this Contract, that security driving can be a strenuous activity and that he will be bound by the opinion of the School's instructor as to the Student's ability to complete the Course successfully. We will have the right to cancel the Contract in the event that the Student does not comply with this Condition.
- c. The Student acknowledges and agrees that we own all trademarks, copyright, design rights and all other intellectual property rights, whether registered or unregistered, in or arising out of the Course and the Course materials and any drafts, drawings or illustrations given to you by us in connection with the Course and that all Course materials are the exclusive property of the School or its licensors.

- d. The Student will cooperate with us in all matters relating to the Course and will provide such information and materials as we may reasonably require in order to provide the Course.
- e. The Student shall, on a daily basis, confirm their start and finish time for the following day with their instructor. In the event that the Student fails to attend the whole or part of the Course, the Student will not be entitled to any refund.
- f. Unless we have been notified in writing of any specific unavailability at the time of booking, the Student will be available between the hours of 9:00 am and 5:00 pm on Working Days during training.
- g. The Student undertakes at all times to have in force a current and valid driving licence and to have such original driving licence and national insurance number in his possession at all times whilst attending training. The Student will obtain and maintain all other necessary permissions, consents and other documents outlined in the Booking Confirmation which may be required before commencement of the Course.
- h. The Student undertakes at all times to be punctual and diligent in completing any tasks which may be required under the Course.
- i. The Student undertakes not to consume any alcohol or drugs or other intoxicating substances at any time during his attendance on the Course and not to arrive at the School (or at any other premises used for undertaking the Course) under the influence of alcohol or drugs or any other intoxicating substance.
- j. The Student agrees to behave in a reasonable manner and failure to do so may result in your immediate exclusion from the Course. We may cancel the Contract at any time with immediate effect and without any refund by giving you written notice if you abuse, threaten or intimidate any instructor or member of staff who may be involved in providing or organizing your training.

8. YOUR RIGHT TO CANCEL THE CONTRACT

If you are a consumer, your booking will be covered by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 which entitle you to cancel a Contract at any time within 14 days after the date upon which the Contract between you and us came into existence (if you decide to change your mind), and obtain a full refund. This is also referred to as the "Cooling-off Period". If we have agreed to start your Course within the Cooling-off Period, you will be deemed to have waived your right to cancel and your booking will then be subject to our normal cancellation terms, which are available upon request.

9. LIMITATION OF LIABILITY

- a. The following provisions of this clause 9.a. apply if you are a consumer:
 - i) If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.
 - ii) We only supply the Course to you for private use. You agree not to use the Course for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- b. The following provisions of this clause 9.b. apply if you are a business:
 - i) The School will under no circumstances whatever be liable to the Student, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.
 - ii) The School's total liability to the Student in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed £100.00 or 5% of the charges for the Course (excluding VAT), whichever is the lower.
- c. We do not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for any other liability which cannot be limited or excluded under law.
- d. This clause 9 will survive termination of the Contract.

10. EXCLUSIONS

- a. The School shall not be responsible or liable for any accident or incident caused or perpetrated by the Student during the Course.
- b. Without prejudice to the general limitations set out in clause 9, the School shall not be responsible or liable for any damage to or loss of personal property belonging to the Student left at or around or within the School premises or the School vehicles.

11. GENERAL

- a. Each of the clauses of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable the remaining clauses will remain in full force and effect.
- b. We may transfer our rights and obligations under the Contract to another person and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Conditions.
- c. You may only transfer your rights or your obligations under the Contract to another person if we agree in writing.
- d. The Contract is between you and us. No other person will have any rights to enforce any of its terms.
- e. The Contract and any dispute or claim arising out of or connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.