

DRIVERS DOMAIN UK

Fleet & Corporate Driver Training In The UK

Drivers Domain UK.com – Terms & Conditions. General.

1. This contract is between Zinc e-Consulting Ltd t/a Drivers Domain UK.com (“us”, “we” and “our”) and your business including employees/directors (“you” or “your”) and governs the terms and conditions for the supply of our services.
2. We reserve the right to change or supplement these terms and conditions without liability, including, without limitation, the course fees, format of courses, and payment terms. We will contact you regarding any changes, giving as close to one months notice as possible.
3. Our terms and conditions apply to all our services offered. It is your responsibility to familiarise yourself with all relevant terms and conditions.
4. These terms and conditions apply to Zinc e-Consulting Ltd t/a Drivers Domain UK.com, Suite 3 High Street Chambers, 10/11 High Street, Shrewsbury, Shropshire, SY1 1SP, and are subject to English Law.

Payment Terms.

5. Driving course payment terms requires the course to be paid in full, at the time of booking if the training is for 20 drivers or less.

For courses 21 drivers or over, only where all training will take place within a 3-month window 50% is due at the time of booking the course, or when mutually agreed, and the 50% remainder is due 30 days after last training session. All prices are subject to VAT at the current rate.

Service.

6. Unless specifically stated before the course in writing – **all training will take place in your own vehicle**. We can sometimes supply a vehicle at an extra cost, although this needs to be agreed before the course date.
7. Upon attending any of our courses **all drivers must be able to produce a valid driving licence** that can be legally used in the UK at the time of the advanced driving course unless otherwise agreed.
8. If you provide an illegal vehicle or inadequate driving documents your tutor reserves the right to cancel the course and you will not be eligible for a refund. The tutor also reserves the right to stop the course immediately if they feel under threat in anyway during the course. You must adhere to The Highway Code at all times, and always drive to the best of your ability during the course.

9. Whilst we take every care in choosing suitably qualified tutors, we will not be held responsible for any damage, injury or losses which result during the course due to the negligence of yourself, another driver, pedestrian or your tutor. All tutors we supply are hired on a freelance basis and are not employees of Zinc eConsulting Ltd

10. All our tutors are on the Register of Approved Driving Instructors with the DVSA (Driver and Vehicle Standards Agency). By being on this register allows them to legally be paid for driver training. It is illegal for anyone who is not on this register to be paid for any form of on road driver training.

11. It is your responsibility to ensure your **vehicle is adequately insured** whilst you are receiving driver training with us. We would strongly recommend you contact your insurance company and check with them that you are fully insured when receiving professional driver training. We will not be held responsible for any damage, injury or losses, which arise from inadequate or invalid motor insurance before, during or after any driver training.

12. If your tutor cancels due to illness you will have to reorganise an alternative date and time.

13. Your tutor will make a decision on conducting the course in adverse weather. If the tutor deems it not safe to conduct the course (such as, but not limited to, snow, wind or rain), the course will need to be rearranged at a mutual agreed date and time. No refunds are given for postponement of courses due to adverse weather.

14. If you cannot attend the course for whatever reason you must give your tutor at **least 10 days notice**. **Giving less than 10 days notice** will mean that you will lose your course booking and will still be invoiced for such. As you can appreciate, tutors will clear their training diary in advance for you, and so cancellations can result in a days lost business. If you wish to rearrange the cancelled or missed course, this will be charged at the standard day or half day rate. You will need to contact your specified tutor if you cannot make the course. They will always try their very best to ensure you do the course at a time convenient to you. If you wish to cancel the course you need to give 10 full days notice to receive a full refund.

15. We offer customer support that is available between 8:30hrs to 17:30hrs Monday to Friday (excluding Bank Holidays)

Unacceptable Behaviour Policy.

16. We operate a strict code of conduct policy. All customers will be treated in a fair and courteous manor.

17. Our tutors are highly trained individuals who are dedicated to offering a professional and fair service. However, they expect to be treated fairly in return. Any trainee who displays abusive, offensive or otherwise inappropriate behaviour will be dismissed from the course without compensation of training fees.

Data Protection:

18. We comply fully with the 6 principles of the GDPR (General Data Protection Regulation):

The GDPR Principles are:

- 1: Personal data shall be processed lawfully, fairly and in a transparent manner
- 2: Personal data should be collected for specific, explicit and legitimate reasons
- 3: Personal data processing should be adequate, relevant and limited to only what is necessary
- 4: Personal data should be accurate and where necessary up to date
- 5: Personal data should only be retained as long as necessary
- 6: Personal data should be processed in an appropriate manner to maintain security

You can read our Privacy Policy at www.advanced-driving.co.uk/privacypolicy/

Data Subject – You, any customer of Zinc eConsulting Ltd

Data Controllers – Zinc eConsulting Ltd

Data Processors – Zinc eConsulting Ltd, Any freelance DVSA registered driving instructor who is registered to provide work for Zinc eConsulting Ltd

You acknowledge and consent for your personal data to be provided to a tutor (Data Processor) for use for your driver training.

You have a right to complain to the ICO if you think there is a problem with the way we are handling your data.

Complaints:

19. If you have any complaints about the advanced driving course, please bring it up directly with your tutor. If no action is taken, we deem this to be unsatisfactory. In this instance please contact us directly and we will do our best to help. All complaints must be submitted in writing to the company office:

Drivers DomainUK.com
Suite3HighStreetChambers
10/11 High Street
Shrewsbury
Shropshire
SY11SP

20. Upon receipt of such a complaint, we will ensure that we:

- * Deal with the complaint in a fair manner
- * Treat the complaint confidentially and effectively
- * Acknowledge receipt of the complaint within two working days

Intellectual Property

Definition – Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

21.a All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Zinc E-Consulting Ltd.

21.b All Intellectual Property Rights shall remain the property of Zinc E-Consulting Ltd.

21.c The Customer shall have no right to use any of the Intellectual Property Rights unless informed in writing by Zinc E-Consulting Ltd.

21.d Nothing in this Agreement shall affect the ownership of the Intellectual Property Rights owned by Zinc E-Consulting Ltd.

22. You are attending the course entirely at your own risk