



123 HGV LTD registered in England and Wales under the company registration number: 14738697

## 123HGV LTD

### TERMS AND CONDITIONS

123HGV Ltd commits to providing the following services to customers/trainees

- Provide personalised advice and support to all customers/learners
- Provide online theory test training and support for customers as required.
- Arrange Multiple Choice, Hazard Perception, Module 2 CPC Case Studies theory test appointments that best suit the customer/learners availability.
- Request & book training dates & tests to the customer's/learners satisfaction.
- Training courses 1:1 or 2:1 basis.
- Source experienced training instructors and advisors to guide you through your course and offer support when you need it.
- On successful completion of training and a practical test, 123HGV Ltd will offer a support service to help writing CV's, interviews, covering letters etc.
- Forms to be sent to the customer/trainee upon request for driver digital tachograph smart card.
- Customer/learners information to be shared with training locations to secure the booking.

Customer/Learner obligations

- Customer/Learners to provide accurate and up to date information to 123HGV Ltd at all times throughout their training.
- Customer/Learners will be responsible for their own valid, legal, official driving documents at all times.
- Customer/Learners must take their driving licence and theory test pass certificates to all lessons and tests. Failure to present these documents may result in that day's training being forfeited and may result in the forfeiture of the course you are attending.
- Customer/Learners accept that theory tests/practical driving tests are booked with the DVSA and are therefore subject to the DVSA terms and conditions.
- Customer/Learners understand that their course needs to be completed within 6 months from booking. It is the Customer/Learners responsibility to ensure they meet this requirement.
- Customer/Learners understand that all documents needed for practical training and tests must be valid and up to date. It is the candidates responsibility to check this and to ensure they have everything needed when presenting themselves for training and tests. 123HGV LTD will not accept responsibility for any training or tests refused because of incorrect documentation/entitlement.
- If Your test is cancelled by the DVSA We will endeavour to source a different test date as soon as is possible. 123HGV Ltd and your training provider cannot reimburse any test fees or out of pocket expenses, the Customer/Learner must claim this back from the DVSA. In the event of

training being cancelled due to any unforeseen circumstances, for example inclement weather, DVLA strikes, heavy traffic, we will not be liable for any costs you may have incurred. This includes without limitation: loss of pay, transport costs, test fees. Customers/Learners are responsible for sourcing a relevant insurance policy that will protect them in the event that they are unable to attend training or tests booked for them for any reason. We are not liable for costs.

## 1. GENERAL TERMS

1.1 These terms apply to all business we undertake for you, in particular all HGV training courses and other services offered by our company, 123HGV Ltd. Registered address: S5 CT3, Wigan Investment Centre, Waterside Drive, Wigan. VAT Registration Number: 363854766. Company registration number: 12546627. You agree to take our services and we agree to provide services to you in line with the terms and conditions below. A Service Agreement will be sent to all customers who purchase a service from 123HGV Ltd.

## 2. ORDERING FROM US

2.1 Orders are placed by telephone or via the website. We will send you an order acknowledgement by email, with the details of the course you have booked along with a copy of our terms and conditions that you will be expected to accept. . If you have not received them it is your responsibility to let us know.

2.2 Our acceptance of an order occurs when we receive payment. When we receive payment, the course contract will be processed immediately, unless you have been notified that we do not accept your order or your order has been cancelled by yourself.

2.3 We may refuse to accept a Booking: (a) where training is not available; (b) where we cannot obtain authorisation for your payment; (c) if there has been a pricing or product description error; or (d) if you do not meet any eligibility criteria set out in our terms and conditions.

2.4 We issue a confirmation for all course elements via email which we will inform you about when you agree to your course dates. If you cannot receive e-mails or have not received a confirmation from us, it is your responsibility to let us know. If you do not confirm that you have received written confirmation of your course booking, there may be difficulties or problems with your training. In the event of this happening, contact Training Operations on 01942741310. If you do not contact us, we cannot be held liable for missed tests, training, that may happen as a result.

2.5 All services are valid for 6 months from the date of full payment. If a deposit is paid for any training or course, you have 6 months to pay off the balance. If the balance is not paid within 6 months from the date of the initial deposit, all monies paid towards that service will be void. Any services not completed within 6 months of your balance payment will be voided and our obligations to you will expire. As such, we recommend that you book your services as soon as you can. We cannot guarantee specific availability for course elements. Therefore, we encourage you to book practical courses in by the 6th month to ensure your course is completed before the cut off date. If you are concerned about your progress or completion date, we encourage you to discuss this with an Advisor who will endeavour to meet your needs. We reserve the right to offer you training in locations further afield from your home address or at unusual times.

2.6 Theory tests can be undertaken on a deposit only basis, full training/course balance must be cleared before practical training dates can be arranged.

2.7 All deposits are non-refundable once paid

### 3. COURSE COSTS

3.1 Our prices include VAT at the prevailing rate.

3.2 We will explain in full any charges made separately for services provided as set out on our website.

3.3 Our prices are reviewed periodically and are subject to change. You will be given a true and binding course price before we book your training. Prices may vary if you decide to change the location of your training to reflect each provider's costs. We advise that you check the price when you call as if you retained prices for a long period of time before, they may not be the current price.

3.4 Our Pass Protection gives the Customer/Learner one additional attempt at a driving test with a minimum of 2 hours but no more than 4 hours for 3B on road driving test or 1 hour including 3A reversing test. Each policy can only be used once for one of the stated tests, however more than 1 policy can be purchased. Without Pass Protection, retests are subject to additional charges. When undertaking an initial course, the pass protection is only available prior to the start time on the first day of the course. For retests, the pass protection is available to purchase up until the start time on the retest day. Please note that Pass Protection is not redeemable against Theory or CPC tests, only practical driving tests.

3.5 Our agreement with our training providers means that you cannot book further courses with the training school you initially trained at directly. This is for 24 months after the training or other services you booked with us are completed.

3.6 If you pass any part of your course that was not booked through 123HGV Ltd, we will not assist you with recruitment/job search.

3.7 Full course fees for a Course Package may include 1 attempt at the Multiple Choice and Hazard Perception DVSA Theory Tests. Failure to pass any of these tests would result in additional fees to retest. The Customer/Learner will need to pay an additional fee to test on Saturdays.

### 4. COMPLAINTS POLICY

4.1 123HGV Ltd always welcome feedback from Customers/Learners and, whilst we always use all reasonable endeavours to ensure that we provide the highest standard of service to Customers/Learners we nevertheless want to hear from you if you have any cause for complaint. If You have any complaint about our services or a training provider sourced by us, please raise the matter with us by contacting [hello@123hgv.co.uk](mailto:hello@123hgv.co.uk).

### 5. CANCELLING A COURSE

5.1 If you wish to cancel your training course, we ask that you notify us in writing via email to [hello@123hgv.co.uk](mailto:hello@123hgv.co.uk) or by telephone to a member of staff at 123HGV Ltd. We must have clear evidence of your cancellation. 123HGV Ltd will endeavour to acknowledge receipt in writing within 5 working days,

reply in writing within 28 working days and will make any refund due within 14 days. Complaints and cancellation forms can be requested by email or phonecall from us.

5.2 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, our clients have a right to cancel within 14 days of paying for a course with us.

5.3

Time since payment

**Within 14 days and services not started** Full refund

**Within 14 days and services started** Deduction of 100%, no refund due

**6 Months or longer** Deduction of 100%, no refund due

5.4 Refunds will be processed within 28 days of receiving the acceptance letter. If you write to us to request a refund or complain, we reserve the right to cancel any active training courses/bookings on your account.

5.5 If you cancel a booked training course (training dates confirmed in writing) the full fee is charged as we cannot refill places and will have incurred our own costs with our own providers. However, it may be possible to substitute people or defer the course to another date at the discretion of 123HGV Ltd. Any remaining courses not booked will be dealt with separately.

5.6 CPC, Direct Access and Pass protection courses are non-refundable outside of the 14-day cancellation period.

5.7 Course fees paid to us are non-transferable.

5.8 In the event that the Customer/Learner is given a permanent fail on their medical a full refund of all course elements not started will be given.. Proof of failure must be provided and be official from the DVLA. No other sources are acceptable. Please note that we cannot refund course elements already started or booked.

5.9 Refunds will be issued upon request where appropriate and the amount refunded will be as per clauses 5.3, 5.4 and 5.5. Any refund calculation is valid for 4 weeks. Failure to accept the refund as quoted within this timeframe may cause the offer to become void. The Customer/Learner will need to request an updated refund calculation which could result in increased cancellation charges and less refund due.

5.10 Personal circumstances such as traffic or illness that mean the Customer/Learner cannot attend or misses training will be forfeited and need to be rebooked at the expense of the Customer/Learner. In the event of training being cancelled due to any unforeseen circumstances, for example inclement weather, DVLA strikes, we are not liable for any costs you have incurred. This includes without limitation: loss of pay, transport costs and the like. Candidates are responsible for purchasing a relevant insurance policy. This will protect them in the event that they are unable to attend training or tests booked for them for any reason. We are not liable for costs.

5.11 Any missed training due to a school delay such as truck breakdown or instructor lateness will be reallocated.

## 6. TRAINING

6.1 Before booking a CPC course (either initial or periodic) please check your eligibility for the course.

6.2 Course location may dictate different training patterns. The minimum course length for Cat C and Cat CE is 16 hours. This includes all tests and timescales vary according to the provider.

6.3 Lessons and training start and finish times can vary from one provider to another. Most if not all lessons will be on a 1-1 training basis but it may be required to deliver on a 2-1 basis. Customers/Learners are responsible for being available to attend agreed training. Any missed training will be forfeited.

6.4 Training may be carried out in a manual or automatic vehicle, both acquire the same licence. We reserve the right to arrange training for either basis but will endeavour to source a specific request if at all possible.

6.5 Any dates discussed or booked are subject to change.

6.6 The HGV 3A reversing test must be passed to go for the DVSA 3B on road driving test. Failure to pass the 3A in sufficient time may result in a request to buy additional training or postponement of the 3B. If the Customer/Learners instructor advises that they need more training in the interest of road safety, we are not responsible for the costs of such extra training and they will be covered by the Customer/Learner and be paid to us only. No fees must be paid to anyone other than 123HGV Ltd and if you are in doubt about whom to pay contact us at [hello@123HGV.co.uk](mailto:hello@123HGV.co.uk)

6.7 If a customer/Learner is not ready for their 3b test on their last day of training, they may forfeit their test appointment if advised by their instructor or training school that they cannot go to test in the interests of safety. It is the Customer/Learners responsibility to work with the training provider to make sure they are at test standard. 123HGV Ltd will not be accountable for additional costs this may incur.

6.8 Customers/Learners must ensure that they are not under the influence of alcohol or drugs during their training. If 123HGV are informed by a training provider that they will not train because of this your course will be immediately terminated and all fees forfeited.

6.9 Customers/Learners agree to conduct themselves in an appropriate manner at all times whilst training through 123HGV. Any incidents of inappropriate behavior, verbal or

physical abuse towards anyone involved in your training course provided by 123HGV will result in immediate termination of your course.

6.10 The DVSA, or DVANI depending on your location, requires confirmation that you have been a resident for more than 185 days through the past 12 months before allowing the test. It is the Customer/Learners responsibility, not 123HGV's, to ensure that you meet this criteria and inform the DVSA at time of test. Any tests cancelled or terminated due to not meeting this criteria will be deemed a forfeit and all funds relating to the test will be lost.

## 7. DATA PROTECTION

7.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice.

## 8. LIABILITY

123HGV Ltd reserves the right to change, update or amend these terms and conditions but will use our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

## 9 Law & Jurisdiction

**9.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.**

**9.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence.**

**9.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.**

## 10. Acceptance

**By signing this document, you are confirming that you are 18 years of age or over and have read, understood and agree to be bound by these Terms and Conditions.**

Signers Name:

Signature:

Date:

