



123HGV Ltd Terms & Conditions For HGV / LGV, PCV & CPC Driver Training Courses

These Terms and Conditions are the standard terms that apply to the provision of **LGV/HGV and PCV driving tuition** by 123HGV Ltd of Wigan Investment Centre, Wigan to students that require such tuition; and where the student is a "**Consumer**" as defined by the Consumer Rights Act 2015.

1. Definitions & Interpretation

- **Business:** Any business, trade, craft, or profession carried on by You or any other person/organisation.
- **Consumer:** An individual customer of the instructor who receives tuition for personal use and for purposes wholly or mainly outside the purposes of any Business.
- **DVSA:** The Driving & Vehicle Standards Agency.
- **Instructor/We/Us/Our:** 123HGV Ltd.
- **Price List:** Instructor's standard price list for driving tuition, available from www.123hgv.co.uk.
- **Student/You/Your:** The individual recipient of driving instruction.
- **Parent/Guardian:** An individual with legal responsibility for the student (if under 18).

2. LGV/HGV/PCV Instructor

- We are an independent training provider. All our instructors are fully qualified to teach and train in all aspects of **LGV/HGV/PCV**.
- We are registered with the **DVSA** as an Approved Driving Instructor (ADI) (NRI) National register of LGV instructors.

3. Driving Lessons: Booking, Cancellation & Delays

- A lesson will only be made available to You if You have a **pre-booked appointment**.

- A **non-refundable deposit of £500** will secure your course, with payment in full expected **2 weeks before** starting practical training. If you choose to pay for your course in full, the initial £500 of your payment will be treated as the deposit.
- A minimum of 2 weeks' notice is required for any cancellations or date changes relating to medical appointments, theory tests, practical training, or test dates. Failure to provide the required notice will result in a 100% charge.
- If You are late, and arrive later than **15 minutes** after the scheduled start time, We may not be able to provide the lesson. It will be treated as cancelled without notice, and a charge of the full lesson price will apply.
- If we need to cancel a lesson due to instructor illness, unavailability of a suitable vehicle, we may do so without incurring any liability. In such cases, the next available and suitable alternative date will be offered.
- We reserve the right to cancel a lesson without liability if we believe You are not fit to drive. This includes, but is not limited to, circumstances where You appear to be under the influence of alcohol or drugs, suffering from illness, or showing signs of extreme tiredness.
- You must ensure You have had sufficient rest prior to attending any lesson. It is not safe to work a night shift immediately beforehand and attend training without adequate sleep. This presents a serious safety risk. If You arrive for a lesson without sufficient rest, the lesson will not go ahead and the full lesson fee will be forfeited.
- We reserve the right to deliver lessons at a **1-1 or 2-1 training ratio**.
- We reserve the right to deliver lessons in **any available vehicle** and will not guarantee the same vehicle or instructor for all training or tests.
- Refuelling the vehicle during a lesson or any other activity outside of our control like but not limited to, delays due to bad traffic is considered a practical training exercise and will not be considered lost time. No replacement lesson time or refund will be provided.
- In the event that a lesson start is delayed by **30 minutes** or more as a result of our actions, the equivalent time will be added to that lesson or to a future session. Refunds will not be provided for lost time.
- If you decide to cancel your lessons and are within the eligible cancellation period, any refund due will be processed within 14 days, minus the £500 non-refundable booking deposit.

4. Lessons: Location & Length

- We will agree the location, time and date for each lesson/course with You at the time of booking. Although we will endeavor to stick to this as much as possible you will need to **remain flexible** during the course training dates as we may need to alter lesson dates or times slightly to ensure smooth operations we will try to limit this as much as possible but due to the nature of the industry we require a certain degree of flexibility from you

5. Fees, Payment & Refunds

- You must pay Our fees for all lessons in accordance with Our Price List and the quote agreed upon booking.
 - A **£500 non-refundable deposit** is required when booking any course/lesson.
 - If you fail to make a payment by the due date, We shall charge an admin fee of **£20.00** for each reminder.
 - **Refunds (After £500 deposit deduction):**
 - Within 3 months of booking: **75%** of the invoice amount will be refunded.
 - Within 6 months of booking: **50%** of the invoice amount will be refunded.
 - Within 9 months of booking: **25%** of the invoice amount will be refunded.
 - After 12 months of booking: **No refund** will be issued.
 - All Courses must be commenced within **12 months of booking**. Failure to begin practical training within this period will result in forfeiture of any payments made unless agreed prior via email at hello@123hgv.co.uk.
 - If You cancel less than **14 days** prior to the course start date, no refund will be issued.
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6. Your Responsibilities

- You must hold a valid UK driving licence for the tuition vehicle, carry it at all times, and provide it to Us to view on request.
 - You must have the **correct entitlement** on Your driving licence for the category of training (it is your responsibility to check this). If You do not, training will be cancelled, and **100% of the fees will be lost**.
 - You must carry Your **theory test pass certificates** for multiple choice, hazard perception and **cpc module 2 & 3A pass certificate**. This needs to be carried with you in person during your practical training. If You fail to provide any required documents, training will be canceled, and the fee will be lost.
 - You must be able to provide a driving licence check code upon request.
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7. Complaints

- Any issues, disagreements, or complaints regarding our service must be raised on the day the issue occurs, either with your instructor or by calling our office on 02475414123, to allow us the opportunity to resolve the matter promptly. We will not accept complaints once your training has been completed.
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8. Limitation of Liability

- We will not be liable for any loss or damage You suffer due to Your failure to carry or provide Your driving licence, theory test paperwork, or other documents.
- Leaving personal property on our premises (such as vehicles parked in our yard) is done at the **owner's own risk**.

9. Health and Safety

- Students are required to inform us of any medical conditions or medications that may affect their ability to drive safely.
- Any accidents must be reported to our office immediately by calling 02475414123 or emailing hello@123hgv.co.uk, we will not accept any responsibility for any injury or loss reported at a later date.
- At all times on our site, you must wear a **high-visibility vest, safety boots, and bring safety gloves**. We will not accept responsibility for any injuries or damage to clothing incurred due to not using the correct Personal Protective Equipment (PPE).
- Care must be taken at all times when around moving vehicles. The use of mobile phones is strictly forbidden on our sites. Please remain alert, look carefully for any moving vehicles, and keep a safe distance at all times.
- No person shall act as a banksman unless they have received the appropriate training and hold the required qualifications.

10. DVSA Test Cancellations

- If the DVSA cancels a test without providing at least **3 clear working days' notice**, the lesson slot reserved for the test will still be utilized as an additional lesson, and You will be required to pay for it. You may claim back these fees from the DVSA directly.
- If your driving test doesn't go ahead due to a vehicle defect we will accept responsibility for this and will offer you a minimum of a 2 hour session including the time using the vehicle on your next driving test we will also cover the cost of the driving test fee, we will endeavor to find you a driving test as soon as possible however we may be limited by the amount of driving tests provided to us by the DVSA.

11. Vehicle Use and Insurance

- Our vehicles are insured for the purpose of driving instruction.
- You are responsible for any **damage caused to the vehicle** during your lesson that is not covered by our insurance.
- Any fines, penalties, driving offences or charges (e.g., parking tickets, speeding fines) will be the responsibility of the person driving the vehicle at that time.

12. Conduct and Behavior

- Any form of verbal or physical abuse towards the instructor, office staff, or other students will not be tolerated and may result in **immediate suspension or termination** of your training without refund.
- Smoking, eating, or drinking in the training vehicles is prohibited

13. Driving test Results

- If you fail any part of your driving tests 3A, 3B, CPC module 4 and we believe you need more training before attempting a retest we will request that you purchase additional training before taking a retest, remaining hours from your course already booked cannot be used for this purpose as they are reserved specifically so we can ensure we cover each part of our driving syllabus before presenting you for the next test.

14. Right to Reserve Vehicle Use and Test Slot

- We reserve the right to **withhold the use of our vehicle for a driving test** if, in our reasonable opinion, we believe that you are not sufficiently prepared or safe to take the test.
- Should we assess that you are not ready or safe to undertake your driving test, the booked test slot will be converted into an additional lesson, and the associated test fee will be forfeited.

15. Data Protection

- We will collect, process, and store personal information in accordance with the UK General Data Protection Regulation (GDPR). Personal data will only be used for legitimate business purposes, including managing training bookings, communicating with the DVSA, and maintaining training records. We will not share Your data with third parties except where required by law or the DVSA. Our full privacy policy is available at www.123hgv.co.uk

16. Force Majeure

- We shall not be liable for any delay or failure to provide training services arising from circumstances beyond Our reasonable control, including but not limited to extreme weather conditions, national emergencies, strikes, fuel shortages, vehicle breakdowns, or DVSA test centre closures. In such cases, We will rearrange the affected training or test at the earliest possible opportunity.
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17. Governing Law and Jurisdiction

- These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.
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18. Changes to These Terms

- We reserve the right to amend these Terms and Conditions from time to time. Any changes will not affect existing bookings unless required by law or regulatory authority.