

ADIT & INSTRUCTOR

ADIT Driving School is the trading name of ADIT Driving Services Limited and shall be referred to throughout these terms of business as ADIT.

ADIT engages directly with individual franchised driving instructors, who are self-employed and act in their capacity as franchisees of ADIT under the terms of a franchise agreement between ADIT and the instructor. The contract for driving tuition is solely between you and your instructor.

LEARNER DRIVER – TERMS AND CONDITIONS

In order to have driving lessons you must:

- Be aged 17 or older (16 or over if disabled)
- Hold a driving licence that is valid for the UK (provisional, full or an appropriate foreign licence)

It is your responsibility to provide your instructor with proof that you have a valid licence to drive before the commencement of your first driving lesson. If you fail to provide this proof, your instructor is entitled to refuse to conduct the driving lesson but may still charge you for such driving lesson.

PAYING FOR LESSONS PRE-PAYING WITH ADIT

ADIT operates its website and its contact centre in order to allow you, the customer, to purchase driving lessons packages with a ADIT driving instructor. You can pay for driving lessons in advance via one of the following methods:

- Payment by credit or debit card online at www.aditdrivingschool.com

As part of its booking service, ADIT confirm and agree that the following shall apply to all pre-paid bookings:

- Your funds will be held in a designated Client Account keeping them separate from the trading assets and liabilities of ADIT;
- Your funds held in the Client Account will only be used to pay your instructor on a lesson by lesson basis once each lesson has been delivered to you;
- Payment from your funds to the instructor for lessons delivered will only be made in circumstances where you have not raised a dispute with ADIT in line with the policy detailed below;
- Following delivery of each driving lesson, your instructor will confirm to ADIT that the driving lesson has been delivered and, subsequently, ADIT will send you an email (to the most recent email address you have provided to ADIT at the time). The email will detail the name of the instructor, the duration of the driving lesson and the date and time of delivery of the driving lesson. If you disagree with the details in the email, you should contact ADIT immediately, but in any event within 72 hours of the time and date of the email, to place the transaction in dispute. If you do not dispute the details within the specified time, then the instructor will automatically receive payment from your funds held in the Client Account for the driving lesson delivered.

- In the event of a query or dispute about any aspect of your driving lessons or your instructor, you should contact ADIT within the time frame detailed above and we will endeavour to resolve the issue promptly.

PAYING YOUR INSTRUCTOR DIRECTLY

You can also pay for lessons by paying your instructor directly without involving ADIT. Your instructor will confirm which payment methods they can accept. If you pay your instructor directly you should obtain a receipt. ADIT does not accept any responsibility for any payments you make directly to your instructor.

REFUND POLICY

ADIT operates a “No Quibble Refund Guarantee”. If you decide you no longer wish to have driving lessons through ADIT, we will refund any funds remaining in your Client Account in line with the refund terms below, without charge.

For security reasons, any refund of your funds will be made back to the card from which the original payment was taken. If for any reason those card details have become invalid before any refund can be made, ADIT reserves the right to verify the identity of the person requesting the refund and seek verification of the validity of any alternative card or bank account details provided by you.

Our “No Quibble Refund Guarantee” only applies to funds initially paid to ADIT and held on your behalf in the Client Account.

Any funds paid directly to your instructor are not protected by this guarantee.

Funds paid to ADIT for prepaid driving lessons to be provided by your instructor must be applied to driving lessons by you within six months of the date of your original payment to ADIT. You acknowledge that after the expiry of this six month period, you will not be entitled to a refund of any funds not applied to driving lessons or to utilise these funds for booking further driving lessons. If, at any point during this six month period you determine that you do not wish to take any more of your prepaid driving lessons, you are entitled to a refund of the balance of your funds. To request a refund, contact ADIT.

You can only pay for driving lessons via the methods outlined above. You cannot pay for driving lessons via any other method and neither ADIT nor your instructor accept any liability for monies for lessons paid for by any other method than those outlined above. We do not for example arrange driving lessons through any social media channel or auction site or any other website. Where a partner promotion offers discounted lessons, a promotion code will be provided to enable you to purchase the discounted lessons on our website or through our contact centre. If you are in any doubt about the validity of any offer you find, online or elsewhere, for driving lessons with a ADIT instructor please contact ADIT.

BOOKING FEES

A booking fee of £3.49 is payable for any lesson package including blocks of cash or gift vouchers purchased through ADIT. We charge this fee to administer the booking process on your behalf between you and your instructor and to contribute to the cost of administering your funds in the Client Account.

REDEEMING PREPAID LESSONS

You and your instructor are responsible for agreeing such matters as the timing, location and duration of individual driving lessons.

You must notify your instructor of any matters existing at any time that may affect your ability or entitlement to have driving lessons, for example, but not limited to, any lack, or loss, of a valid driving licence.

Your instructor cannot guarantee that they will be available each time you choose to request a driving lesson. It is your responsibility to agree and confirm the timing of lessons with your instructor.

Driving lesson prices vary throughout the UK and therefore the driving lesson prices quoted to you when you pay are only applicable in the postcode area the driving lesson was purchased for. If you subsequently choose to take a driving lesson in an alternative location, the prevailing driving lesson price in the new area could be different from the original driving lesson price quoted or paid. In such an event, the number of hours of driving lessons purchased will be adjusted up or down to reflect the change in driving lesson price.

The price per hour for driving lessons may change from time to time but other than in the circumstances noted immediately above in respect of a change of area for driving lesson delivery, driving lessons purchased prior to such a change will be delivered at the price originally paid.

CANCELLATION POLICY

You must give at least 48 hours' notice to your instructor if you wish to cancel or re-arrange a booked driving lesson. Failure to do so may result in your instructor charging you the full amount for that driving lesson.

Any disputed transaction will be promptly and fully investigated by ADIT. The result of the investigation will be communicated to both parties. No payment from your funds in your Client Account will be made to either party until the investigation has been completed to the satisfaction of ADIT.

TRANSFERRING PREPAID LESSONS

You cannot sell or transfer driving lessons which have been purchased in your name to any other person.

VOUCHERS – TERMS AND CONDITIONS

GENERAL

- *Driving lessons are only available to those who hold a driving licence valid in the UK.*
- *Your instructor reserves the right to refuse to provide you with driving lessons or to cancel any driving lessons you have booked, if you fail to provide proof of an appropriate licence prior to your first driving lesson.*
- *ADIT does not guarantee that a specific instructor, vehicle, or driving lesson time will be available.*
- *Always keep the voucher in a safe place as it cannot be re-issued if lost or damaged.*
- *The voucher is valid until the date shown and must be redeemed by that date.*
- *The voucher has no cash value.*

- *The voucher is non-refundable.*

CASH GIFT VOUCHERS, PRIORITY PASS VOUCHERS AND FAST START 2022 VOUCHERS*

- *Cash vouchers provide a cash value towards driving lessons through ADIT only.*
- *Cash vouchers can only be purchased online at www.aditdrivingschool.co.uk*
- *Cash vouchers can only be redeemed online at www.aditdrivingschool.co.uk*

**Cash Gift Vouchers, Priority Pass Vouchers and Fast Start 2022 Vouchers must be redeemed within 6 months of ADIT Driving Lessons commencing.*

*The voucher promoter is: ADIT or any..... DRIVING SERVICES LIMITED,
Address.....*

INTRODUCTORY OFFER

- An introductory offer is only available to new customers with ADIT Driving School and only one introductory offer is allowed per customer.
- With the 6 hours for the price of 4 offer, one of your free hours must be used on the day of your test.
- ADIT reserves the right to remove or amend any introductory offers at any time.
- ADIT reserves the right to reject a purchase of the 6 hours for the price of 4 offer if it is deemed inappropriate for either the customer or the Driving Instructor.
- Details of our current offers can be found on our website.

SHORT NOTICE TEST BOOKINGS

A short notice test is when there is two weeks or less from the date of the first planned driving lesson to the booked driving test date. Before making a booking or payment for a short notice test, please be aware of the following terms and conditions:

- Booking of a Short Notice Test package consists of five hours' worth of instructor and tuition vehicle time.
- During the first two hours you will be assessed by your instructor. If after the initial two hour assessment the instructor tells you that you are not ready for an attempt at your driving test, the instructor will not take you to that test.
- If you need additional tuition prior to the test the instructor will explain this to you. You will need to be available for the time slots your instructor is available should you wish to take these driving lessons. If you cannot take the required hours prior to your test date, the instructor will not be able to take you for test.
- You will need to pay for five hours of driving lessons prior to the first driving lesson commencing, which is not refundable if the instructor says you are not ready for test. The balance of your funds or hours can however be used for further driving lessons.
- The Driving and Vehicle Standards Agency stipulate that you need to give three clear working days to cancel your driving test. You may / will lose your Driving and Vehicle

Standards Agency test fee if the instructor says you are not ready for your test dependent on the gap between your first driving lesson and the driving test.

- If you change your mind after you have made a short notice test booking and wish to cancel your booking prior to the first lesson, our standard cancellation and refund terms and conditions apply with a minimum of 48 hours' notice required prior to the first driving lesson.
- This offer cannot be taken in conjunction with any other offer.
- The driving lesson price is at the standard rate for driving lessons in the relevant postcode area.

LIABILITY

Your instructor and/or ADIT are not liable to you for any loss or damage caused where, and to the extent that:

- There is no breach of a legal duty owed to you by the relevant person or body;
- Such loss or damage is not a reasonably foreseeable result of such a breach of a legal duty;
- Any such loss or damage, or increase in the same, results from any breach or omission by you; or
- Any such loss or damage results from circumstances or matters outside of the reasonable control of the relevant person or body.

Your instructor and/or ADIT shall not, in any event, be liable for losses relating to any business interests you may have including, without limitation, lost profits, loss of opportunity or business or business interruption.

ADIT is liable for any loss or damage you may incur which is caused directly as a result of any breach (including negligence) by ADIT of any legal duty owed by ADIT to you.

Nothing in these Terms and Conditions will affect any statutory rights you may have as a consumer.

USE OF PERSONAL DATA AND INFORMATION

Personal data, and/or information about you, that you provide to ADIT and/or your instructor may be used to:

- Identify you;
- Help administer, and contact you about improved administration of, any accounts, services and products provided to you;
- Trace debtors, recover debt, prevent and detect fraud, and to manage your accounts or insurance policies; and check your identity to prevent money laundering unless you give us other satisfactory proof of identity;
- Carry out marketing analysis and customer profiling (including with transactional information) and create statistical and testing information;
- Help identify accounts, services and/or products which we feel may be of interest to you. We may do this by automatic means using a scoring system, which uses the

personal data and/or information you have provided, any information we hold about you, and information from third party agencies (including credit reference agencies);

- Contact you in any way (including mail, email, phone, visit, text or multimedia messages) about products and services offered by us and selected partners.
- Provide personal data and/or information that has been legitimately asked for by legal or regulatory bodies or where we are required to provide it as part of legal proceedings or prospective legal proceedings.
- We may monitor and record communications with you (including phone conversations and emails) for quality assurance, legal, compliance and training purposes.
- We may check your details with fraud prevention agencies. If you provide false or inaccurate personal data and/or information and we suspect fraud, we will record this and may provide this information to fraud prevention agencies and other relevant authorities including the police.

WEBSITE – TERMS AND CONDITIONS

USE OF THE ADIT WEBSITE

Your use of the ADIT website is subject to these terms, and by using the ADIT website you demonstrate your agreement to such terms. If you do not agree to these terms, please do not use the website. You may copy or print pages from this site solely for personal, non-commercial purposes. You may not otherwise use, modify, copy, print, display, reproduce, distribute or publish any information from this site without the express permission of ADIT. At any time ADIT may, without notice make changes to this site or to the services or products described in this site. Information on this website may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. ADIT, may also make improvements and/or changes in the products described in this information at any time without notice.

COPYRIGHT

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DISCLAIMERS

Whilst ADIT has taken care in the preparation of the contents of this website, this website and the information, names, images, pictures, logos, icons regarding or relating to ADIT, or the products and services of the same (or to third party products and services), are provided on an “as is” basis without any representation or endorsement being made and without any warranty of any kind, whether express or implied, including but not limited to, any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. To the extent permitted by law, all such terms and warranties are hereby excluded. In no event will ADIT and/or any partner company be liable (whether in contract or tort (including negligence or breach of statutory duty) or otherwise) for any losses sustained and arising out of or in connection with use of this website including, without limitation, indirect or consequential losses, loss of business, loss of profit, loss of data, loss of anticipated revenue or special loss.

ADIT does not represent that the information contained in this website is accurate, comprehensive, verified or complete, and shall accept no liability for the accuracy or completeness of the information contained in the website or for any reliance placed by any person on the information.

ADIT does not warrant that the functions or materials accessible from or contained in this website will be uninterrupted or error free, that defects will be corrected or that this website or the server that makes it available are virus or bug free or represent the full functionality, accuracy, reliability of the materials.

LINKS TO OTHER WEBSITES

Certain (hypertext) links will lead you to websites that are not under the control of ADIT. When you activate any of these links, you will leave the ADIT website and as such ADIT has no control over and will accept no responsibility or liability in respect of, the material on any such other website. By allowing links with third party websites ADIT does not intend to solicit business or offer any security to any person in any country, directly or indirectly.

JURISDICTION AND LAW

Unless otherwise specified, the products and services described in this website are available only to UK residents (excluding the Channel Islands and Isle of Man). The information on this website is not directed at anyone other than UK residents and applications from others will, unless otherwise stated, not be accepted. ADIT makes no representation that any product or service referred to on the website are appropriate for use, or available in other locations. The information and other materials contained in this website may not satisfy the laws of any other country and those who choose to access this site from other locations are responsible for compliance with local laws if and to the extent local laws are applicable. The phone numbers provided only apply to phone calls made from within the UK.

These Terms and Conditions and any terms and conditions relating to products or services described in this website shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising in relation to the same shall, unless otherwise expressly agreed, be subject to the exclusive jurisdiction of the courts of England and Wales.

CHANGES TO TERMS AND RECORDS OF AGREEMENTS

ADIT reserve the right to change these terms and conditions at any time by posting changes on the website. It is your responsibility to review the website terms and conditions regularly to ensure that you are aware of the latest terms and conditions. Your use of this website after a change has been posted will be deemed to signify your acceptance of the modified terms and conditions.

We recommend that you print off and retain for your records a copy of these terms and conditions from time to time and a copy of any terms and conditions relating to any product or service which you apply for on-line, together with any related application form completed and submitted.

OWNERSHIP OF WEBSITE

This website belongs to ADIT DRIVING SERVICES LIMITED (a wholly owned subsidiary of Driving Success Limited) trading as ADIT Driving School whose registered address is: www.aditdrivingschool.com

CUSTOMER SERVICE

Our customer service email address : info@aditdrivingschool.com

DRIVER RISK MANAGEMENT – TERMS OF BUSINESS

PLEASE NOTE: These terms of business govern the relationship between You as a Client or Supplier respectively and Us as a provider of Services to You in Your capacity as Client or Supplier. Please read these carefully as they affect Your rights under the law and take effect to become binding on You without a requirement for Your signature.

1. Definitions

In this Agreement, the following words have the meanings set out below:

Agreement – the agreement between each Client / Supplier and ADIT which consists of those conditions in these Terms of Business which are stated herein to apply to You as a Client and/or You as a Supplier respectively.

Client – the people and organisations who are authorised to have access to the providers services as identified in the Service Agreement or quotation.

Controller, Data Controller, Processor, Data Processor, Data Subject, Joint Controller, Personal Data, processing and appropriate technical and organisational measures: as set out in the Data Protection Laws (as defined below) in force at the time

Costs & Charges – means the figures set out in Schedule 1 or your written quotation and payable by Client to ADIT for provision of the Services.

Criteria – the requirements set by Us from time to time which prospective Suppliers must meet in order to become a Supplier

Customer – A person who buys goods or services from ADIT online shop or business

Data – the information provided by Suppliers / Clients to Us, and any other information provided to us for our Database which we may include in the Database Copy at any time.

Database – the database which is made available to Clients / Suppliers on our Site(s).

Database Copy – information taken from the Data and included on the Database

Data Protection Laws: The Data Protection Act 1998 and any related legislation or regulation in place from time to time including the General Data Protection Regulation (GDPR)(EU) 2016/679 (“GDPR”)

Trial User – a prospective Client or Supplier that has registered on the Site whose details may no longer be up to date and no Service Agreement is in place, but you are bound by our Terms of Business.

GDPR: as defined at Data Protections Laws definition above

Intellectual Property Rights – copyrights, patents, trademarks, service marks, database rights, design rights (whether registered or unregistered), trade secrets and all other similar rights of ownership

ADIT company – ADIT, or any of its associated companies or brands including but not limited to NFE Group Ltd, Auto motional Ltd and Performance on Demand Ltd. Is the

company, firm, organisation, entity or individual to whom products or services are or are due to be supplied.

User – means You in Your capacity as a Client or Supplier (or both) as identified by You in Your Registration and Application form and as authorized by Us to access the Site and Database and / or make use of our Services as applicable to You.

Performance Parameters – means the instructions and procedures specified by Client appearing at Schedule 2 in the Service Agreement, if or as required.

Privacy Policy: the Privacy Policy for this Agreement provided by Us between Us and You

Services – the services we provide to You as a Client and / or You as a Supplier, as set out in the Service Agreement specified at clause 3 and any other services that ADIT and Client may agree from time to time, which includes without limitation and access to the Database

Service Agreement / Event Confirmation – ADIT requirements specifying how the provision of services are to be supplied and managed, issued to you, if or as required.

Site – the ADIT websites, <https://www.aditdrivingschool.co.uk>

Supplier – an organisation with whom ADIT is associated and who will, for a majority of the services provided, supply to ADIT on a preferred supplier basis.

Supporting Documents – the operating manuals, user instructions, technical literature and all other related material we may provide to you from time to time to support Your use of the Database and the Database Copy

Registration – the process you are required to complete in order to become a User

Reports – means detailed reports in accordance with Client’s requirements.

“We”, “Us”, “Our” – means ADIT Limited a company incorporated and registered in England and Wales with company number 07582450 whose registered office is at Building 7 Pembroke Road, Greenford, UB6 9QP (and anyone who takes over our business).

“You”, “Your” – the person(s) or organization(s) named as the Client or Supplier

Except where the context requires otherwise, words denoting the singular include the plural and vice-versa; words denoting persons include firms and corporations and vice-versa.

Clause headings are for ease of reference only and do not affect the construction of this Agreement.

Any reference to any document (including this Agreement) or any provision of it includes such document and provision as is from time to time varied or supplemented in accordance with its terms or by agreement between the parties.

2. Registration Process

2.1 In order to become a User, You are required to complete the Registration process via the Site. As part of Your Registration.

2.2 Registration requirements are set out on the Site and may be amended from time to time.

Suppliers

2.3 You warrant that the information provided to us during your Supplier Approval and Your Supplier Questionnaire is current, accurate, complete and not misleading.

2.4 You acknowledge and agree that we may share any Data You have provided to Us with third parties for the purposes of verifying its compliance with the warranty provided under clause 2.3 above, notwithstanding that We are not obliged to do so.

3.Fees & Cancellation

3.1 Where VAT is applicable, this will be applied at the prevailing rate and is payable in addition to the Fee(s)

3.2 Where bookings have been confirmed between the Client and ADIT, the following charges will apply to cancellations/re-scheduled training sessions and/or amendments initiated by the Client prior to the product being delivered:

Within 14 calendar days: 100% of prevailing Client rate

Between 15 and 30 calendar days: 50% of prevailing Client rate

30 calendar days or longer: £20.00 (administration fee) plus any costs incurred by ADIT (plus 10% for bought in services)

All cancellations must be advised in writing.

3.3 The above cancellation charges are only applicable to services provided by the ADIT and as such where other costs are incurred prior to any cancellation being made these will be charged in full. E.g. venue hire, travel, hotels, other bought in services.

3.4 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 the trainee arrives more than one hour after the scheduled starting time for the session.

3.5 Where a trainee is unable to attend, the Client may send a substitute.

3.6 Once web-based products have been delivered (invitation sent) no refund will be given.

3.7 For monthly billed web-based products; ADIT must be informed by e-mail 7 days prior to the monthly invoice date that users are to be deactivated from the web based programme

3.8 Any/all additional charges will be agreed at the time of booking or prior to the service being delivered.

3.9 Where Clients purchase any online package with no minimum contract term and/or no admin fee the cost of any Drivers Licence checks already commissioned will be charged at the full current advertised rate when the programme is cancelled within the first 3 months. This fee will be in addition to the agreed monthly charge and the start date will be deemed as the date on which the 'invitation' was sent.

3.10 Where incorrect details are provided by a client, or driver, and a 'failed' driver licence check results then this will be charged at the agreed driver licence fee.

3.11 Licence Acquisition terms and conditions (DVSA)

3.12 All fees are due, in full, at the time of booking.

3.13 Fees are non-refundable, and courses must be completed within 6 months of booking.

3.14 Subject to the Distance Selling Regulations (2000), fees are non-refundable.

3.15 Any course cancellation must be made in writing to the Company.

3.16 The Company reserves the right to cancel any booking where the fees have not been paid by the due date. Any fees already paid will be lost and will not be refunded under any circumstances.

3.17 Variations to the course dates/times will be accepted by the Company wherever possible. Where a course is completely rescheduled there will be a charge of £250 inc vat. Where it is possible to make minor changes, there will be no charge. There is a charge of £50 + VAT to reschedule theory tests provided that the cancellation period is within the DVSA terms and conditions.

3.18 Any course cancellation made by the customer within 10 working days of the due course start date (including medical booking, theory training) will result in full course fees, including VAT and test fees being forfeited.

3.19 If the Company varies the joining instructions, course date, time of attendance etc will be made by telephone, email or post to the Customer. The Company will make all efforts to keep to the original course confirmation, however in the event of a course cancellation imposed by the Company, the Customer will be offered the next available course.

3.20 All customers are informed of our Terms of business, and specifically 3.11 Licence Acquisition terms (DVSA) which are freely available from our Head Office. All Customers are deemed to have read them before requesting our services or products.

3.21 Customers who are considered to be under the influence of drink and/or drugs will have their course terminated immediately and all course fees forfeited.

3.22 All Customers undertaking any training with the Company are required to adhere to any notices or instructions given to them by any member of the Company's staff.

3.23 Every effort is made to ensure course notes, presentations and any relative tuition material is correct at time of print. The Company accepts no responsibility for any errors or omissions.

3.24 The Company will not be held responsible for loss of any personal items left in any training vehicle or on the Company's premises.

3.25 The Company cannot be held responsible for any practical tests being cancelled by DVSA (Driver Vehicle Standards Agency).

3.26 Should DVSA cancel a practical test, then every effort will be made to arrange another test for the customer.

3.27 The Company accept no financial penalty i.e. loss of wages, etc., in respect of condition 3.25.

3.28 The Company reserves the right to terminate any Customer's training course if the Company deems the Customer to present a danger to themselves, other road users or members of Company staff. No refund of fees will be made, including VAT and any test fees.

3.29 In the event of mechanical breakdown, the Company will provide additional training equal to the amount of time lost.

3.30 Should a candidate become ill whilst on their course, any tuition not received will be given at a later date subject to us being able to find a replacement candidate to take up the lost time. Any test fee lost must be reclaimed from the DVSA and is subject to their terms and conditions. A doctor's certificate covering the day's lost, including the test day must be provided. No refund of training fees can be made.

3.31 Should a customer wish to make a complaint about the Company, this must be made in writing and sent via recorded delivery to the General Manager within 7 days of the end of the course. All complaints will be dealt with fairly and the outcome communicated to the Customer.

3.32 Customers must ensure adequate provision is made to satisfy the Driver's Hours Regulations and Working Time Directive in relation to any training booked with the

Company.

3.33 It is solely the responsibility of the Customer to ensure they have the correct provisional entitlement when commencing a course with the Company, and to check any code restrictions that may apply. Failure to produce the correct provisional entitlement or a restricted Licence will result in the course being cancelled and all course fees being forfeited.

3.34 Candidates attending for driver CPC periodic training must arrive before the stated course start time. Under JAUPT rules, it will not be possible to allow late admission to the class. Under these circumstances no refund can be allowed.

4. Use of the Database

4.1 In return for Your compliance with Your obligations under this Agreement, and if applicable Your payment, We grant You (on the terms set out in this Agreement) a right to use the Database (which is not exclusive to You and which You cannot transfer to any other person) to use the Database Copy.

4.2 We will not transfer any title, rights of ownership or Intellectual Property Rights in the Database or the Supporting Documents to You. You will not remove or delete any marks of ownership on the Supporting Documents.

4.3 At all times when accessing and using the Database You will ensure the appropriate use of the Database by all Your users and is included in Your applicable business processes.

5. Data Protection

5.1 During or following Your Registration, we may collect certain information from You as defined in the Privacy Policy about Your current suppliers which may constitute Personal Data, including without limitation information on such suppliers' directors and other company officers. Such Personal Data shall be used for the purposes as defined in the Privacy Policy.

5.2 In respect of such Personal Data collected from You, You acknowledge and agree that You remain the Data Controller in respect of such Personal Data and that We will act as Data Processor.

5.3 You warrant to Us that You have lawful grounds for processing Personal Data.

5.4 Where We process such Personal Data under or in connection with this Agreement, We shall:

5.4.1 save as required otherwise by law, only process the Personal Data as supplied by You as is necessary to perform Our obligations under this Agreement and only in accordance with the Privacy Policy or as instructed by You;

5.4.2 put in place appropriate technical and organisational measures to meet our obligations under the Data Protections Laws which You agree are appropriate measures;

5.4.3 ensure that Our staff who have access to such Personal Data are subject to appropriate confidentiality obligations;

5.4.4 be entitled to engage sub-processors to process such Personal Data;

5.4.5 not process or transfer the Personal Data referred to under clause 6.7 outside the European Economic Area without the prior documented consent from You (which consent is also to be provided by You on behalf of any third party without delay);

5.4.6 have in place the appropriate technical and organisational security measures to protect Personal Data referred to in clause 6.7 against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;

5.4.7 notify You without undue delay after becoming aware of any personal data breach involving Personal Data, taking into account the nature of processing and the information available to Us;

5.4.8 take appropriate technical and organisational measures, insofar as is possible, to assist You in responding to requests for data (but We will not itself respond to any such data subject request except on written instructions from the You). Furthermore, We will, upon Your request, provide assistance to the You relating to Your obligations under Articles 32-36 of the GDPR taking into account the information available to Us. We may charge You our reasonable costs (or the rates otherwise agreed between the parties) for Our time spent and expenses incurred in providing You with co-operation and assistance as required by this clause;

5.4.9 will make available to You such information as You reasonably requests to show compliance with Article 28 of the GDPR and permit and contribute to such audits conducted by the You (or Your appointed auditors). You will give reasonable notice of any audit and will be fully liable for any associated costs (including Ours.); and

5.4.10 save as may be required by law, at Your cost and option either delete or return the Personal Data provided by You to You on expiry or termination of this Agreement provided always that nothing in this clause shall oblige Us to provide assistance which does not relate directly to the Services or information that we have acquired from another source;

5.4.11 We shall inform You in writing if, in Our opinion, an instruction from You infringes the Data Protection Laws but only in relation to a breach of the GDPR and/or other European Union or European Member State data protection provisions and not jurisdictions outside of these areas. However, you acknowledge that:

- (a) this clause shall not relieve You of Your obligation to ensure that all instructions to Us comply with all applicable legislation, including all Data Protection Laws; and
- (b) We may charge You Our reasonable costs (or the rates otherwise agreed between the parties) for Our time spent and expenses incurred in providing You with co-operation and assistance as required by this clause.

5.4.12 Notwithstanding anything to the contrary in this Agreement, if any of the following occur:

- (a) any changes/modifications to the Data Protection Laws (including in connection with the withdrawal of the United Kingdom from the European Union and/or the EEA) including the requirement to amend, update, modify or replace any systems We use to process the Personal Data;
- (b) any new, clarified or amended guidance or polices issued by a supervisory authority; and
- (c) any direction or instruction issued by a supervisory authority (whether relating to You or Us in respect of the Services (including any processing of the Personal Data));

then any increased effort or costs incurred by Us in association with the aforementioned shall be additionally chargeable to You.

5.4.13 You shall indemnify Us against any liability, fines, claims, demands, expenses and costs (including legal fees) arising as a result of: any breach of the Data Protection Laws by You, or Us acting in accordance with any instruction, policy or procedure of Yours.

Supplier Approval

5.5 During Supplier Approval, we may collect certain information from You (the Supplier) as defined in the Privacy Policy which would constitute Personal Data (as defined by Data Protection Laws), including without limitation information on Your directors and other company associates. The Personal Data will be used for the purposes as defined in the Privacy Policy.

5.6 In respect of clause 6.1, You acknowledge and agree that You remain a Data Controller in respect of such Personal Data and that, in conjunction, We will act as Joint Controller, as defined under Article 26 of the GDPR.

5.7 You warrant that You have the correct lawful grounds and basis for providing to Us, or allowing Us to collect from You, such Personal Data that will permit us to use the Personal Data for the purposes as defined in Our Privacy Policy and in compliance with the Data Protection Laws.

Client Registration

5.8 During the client registration, we may collect certain information from You (the Client) as defined in the Privacy Policy which may constitute Personal Data (as defined by Data Protection Laws). Such Personal Data will be used for the purposes as defined in the Privacy Policy

5.9 In respect of clause 6.4, You acknowledge and agree that You remain a Data Controller in respect of such Personal Data and that, in conjunction, We will act as Joint Controller, as defined under Article 26 of the GDPR.

5.10 You warrant that You have the correct lawful grounds and basis for providing to Us, or allowing Us to collect from You such Personal Data which will permit us to use the Personal Data for the purposes as defined in the Privacy Policy and in compliance with the Data Protection Laws

6. Confidentiality

6.1 You will (and You will ensure that Your employees, agents, elected members, officials, trustees and advisers will) treat as strictly confidential and keep secret the Database Copy and the Supporting Documents, and all other information We give You. Other than as expressly granted under this Agreement, You shall prevent and not allow any Database Copy to be disclosed, used, sold, assigned, leased, sub-licensed, commercially exploited or marketed in any way or manner by You (or your employees, agents, elected members, officials, trustees and advisers if applicable).

6.2 You will only share Database Copy, Supporting Documents or information with those employees, agents, elected members, officials, trustees and advisers who need to know it. You will make sure that such employees, agents, elected members, officials, trustees and advisers agree (before You give them that Database Copy, Supporting Documents or information) to meet their obligations under this clause 7.

6.3 You will indemnify us for any claims, losses, liabilities, costs and expenses We suffer as a result of Your failure to act in line with clause 7, including any failure by Your employees, agents, elected members, officials, trustees and advisors to do the same.

6.4 You will comply at all times with the Freedom of Information Act 2000 and any other amending legislation in place from time to time.

7. Database and Database Copy Your Obligations

7.1 You warrant that:

- (a) all Data You provide us with is complete, accurate, current and not misleading; and
- (b) Our inclusion of the Data in the Database Copy for use by any other person will not infringe the right of another person in respect of any trademarks or any other Intellectual Property Rights.

7.2 For the duration of this Agreement, You will be entitled to review the Database Copy. You will also be entitled to amend any inaccuracies by sending Us notice in writing.

7.3 You are responsible for telling us if the Database Copy is not correct or up to date, including in respect to any Database Copy that has been amended from time to time. Unless You notify us otherwise in writing, We will assume that the information in the Database Copy is correct and up to date.

7.4 You will tell Us in writing immediately if the Data is no longer correct, or if You become aware that any information on the Database Copy is not correct, and send Us any information We may reasonably need or ask for to make the Database Copy correct. We will amend the information on the Database Copy within 30 days of You telling Us about any necessary amendments.

7.5 You acknowledge and agree that We will be entitled to make whatever alterations We consider necessary or desirable to the Database Copy at any time as long as the information contained still accurately reflects the Data.

7.6 You will indemnify Us for any claims, losses, liabilities, costs and expenses We suffer as a result of any false, inaccurate, out of date or misleading information You provide. You will also indemnify Us for any royalty, compensation or other amount which We become liable to pay to any other person in connection with Your breach of clause 8.1(b) above.

7.7 If 'You' includes two or more legal persons, You will each be liable jointly and separately for any liability You may have under this Agreement Our Treatment of the Data You Provide.

7.8 We will use the Data as We see fit to create the Database Copy and will take reasonable care in preparing the Database Copy and publishing it on the Database. As detailed in our Privacy Policy.

7.9 We accept no liability whatsoever for any losses or damage You suffer as a result of any action taken by Us under this clause 8.

7.10 Nothing in this Agreement is intended to affect Your Intellectual Property Rights in the Data You provide to Us.

8. Support

8.1 We will provide You with phone advice and technical support services about completing Registration and using the Database. If you would like details of this, please ask Us.

9. Client / Supplier Obligations

9.1 That unless expressly agreed in writing to the contrary, the contract for the supply of products or services by ADIT to the Client/Supplier is solely between those two parties and that in no case, unless agreed in writing in advance, will the contract be between the ADIT and the Client / Supplier insurer, insurance broker or other intermediary.

9.2 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 ADIT to the Client / Supplier, a summary report of the training will be issued by ADIT. Copies of this report will be made available to the Client / Supplier and to the intermediary, provided that the intermediary is bona fide and that nothing contained herein shall interfere with the fiduciary relationship between the ADIT and the Client / Supplier or the Client / Supplier and the intermediary.

9.3 To provide a 'co-ordinator' to expedite the operation of the contract and assist with the booking of trainees on to courses.

9.4 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.

9.5 To the terms of payment set out following and further that the ADIT reserves the right not to undertake or continue the delivery of its products or services where the Client / Supplier credit status is deemed unsatisfactory or where vehicles supplied for training are not roadworthy or adequately insured.

9.6 That where, on a particular training day, training is unable to take place for reasons outside the control of the ADIT (examples being, but not limited to, trainer illness, poor weather, etc.) no refunds or any other compensation will be paid. The ADIT will, however, offer an alternative training date as soon as practically possible.

9.7 In 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 ADIT will, however, offer an alternative training date as soon as practically possible.

9.8 ADIT will, as an integral constituent of on-the-road training, endeavour to cover Fuel save, Fuel good or Eco-driving techniques with participating drivers. Some of this training may qualify for an Eco-driving Scheme subsidy, payable by the Energy Saving Trust to ADIT. Data protection legislation requires that we make clear to the Client / Supplier (and by inference the client / Supplier employees/drivers) the following: In order to administer the Eco-driving Scheme, we need to process your personal data. This includes passing it on to the Energy Saving Trust who will process that data solely for the purposes of administering the Eco-driving Scheme. Their processing may include the passing on of data to the Department for Transport for the sole purpose of administering the Eco-driving Scheme.

9.9 The ADIT reserves the right to re-arrange dates and times of off-road training as track availability and operational matters dictate.

9.10 Certain refresher training is designed to be provided on a 3:1 trainee to trainer ratio. As a result, trainees may find they are sharing aspects of the course with trainees from other clients.

or Organisations. Bookings should be made in groups of three if the customer prefers this not to occur.

10. Online Purchases

10.1 In the unlikely event your order is damaged in transit please contact us by email at info@aditdrivingschoo.co.uk

10.2 If you suspect a fault with your product on receipt please email us at the same address within 7 days of purchase. We will then either assess the possible fault ourselves or may direct you to the respective manufacturer's helpline. This initial call may prevent any unnecessary return to us saving you, the customer the return delivery cost should the product be found in full working order. In such as case will reserve the right to return the goods to you with a £10 administration charge. However if there is an obvious defect and/or under the manufacturer's recommendation it needs to be returned, please notify info@aditdrivingschoo.co.uk, and a returns reference will be given to you.

10.3 Once an Order has been dispatched it cannot be cancelled. If a customer's order is returned to us undelivered, we will be happy to arrange re-delivery, however the return shipping costs and redelivery costs will be the Customer's responsibility. If the customer wishes to cancel their order once it has been returned to us, we will be happy to issue a refund if the order is cancelled within 14 days of the order date, however the actual postage costs and any return postage costs will be deducted from the total. If a customer fails to collect or fails to arrange a re-delivery date for a parcel which Royal Mail or a Courier has attempted to deliver within 7 days of the original delivery attempt, the parcel will be returned to us.

10.4 The ADIT is happy to resend the order after it has been returned to us, however because Royal Mail has attempted delivery we are unfortunately unable to resend your parcel free of charge. Postage and packaging charges will apply and need to be paid in advance by the customer before a returned order can be resent. If a customer has provided us with incorrect or incomplete delivery details during the checkout process and the order is delayed during transit or lost, the ADIT will not be held liable and no refund or replacement will be issued.

10.5 Orders will normally be dispatched on the same day they are received, provided they have been placed – and have been received by us – before 2:00pm Monday-Friday excluding public holidays. Orders will only be processed and dispatched once we have received full payment for the goods. Standard Delivery orders are sent via Royal Mail 1st Class, items over £12.50 will be sent via Recorded Delivery – orders sent via this service are normally delivered to the customer within 1-5 working days of posting (applies to UK customers only), not including weekends or public holidays, unless otherwise stated. Once an order has been dispatched, we are unable to control the delivery time, for any special requests to receive an order by a certain date or left with neighbours must be emailed separately to info@aditdrivingschoo.co.uk prior placing an order to avoid disappointment. Failure to do so will not be our responsibility in the event of loss.

10.6 We regret that we cannot be held liable for delays in shipping caused by the courier/ carrier. Only orders that have not been delivered within 15 working days of posting, can be declared as “missing” or “lost”. If your order is declared as “missing” or “lost” by Royal Mail, we will be re-sending your order as soon as we have received confirmation of this from Royal Mail. Orders cannot be re-sent until we have had confirmation from Royal Mail that

your parcel is “missing” or “lost”. Refunds will not be issued until we have received confirmation or compensation from Royal Mail.

10.7 If an order has been signed for, it will be deemed as delivered and the customer will need to contact us in the first instance, we will then offer tracking numbers so as the customer can contact their local Royal Mail delivery office or UPS directly for any disputes. Please note, we are unable to offer refunds on personal items due to hygiene such as bath products, eye masks and footsies wear the product has direct contact with the skin unless the items are returned unopened unused. Within 30 days of purchase, if your goods are faulty we will offer a prompt replacement or refund of the relevant components. This does not apply to faults caused by accident, neglect or misuse. A replacement will only be issued when the faulty item provided is in ‘as new’ condition and undergone an initial technical examination. We must be notified of the fault within 30 days of purchase along with proof of purchase which MUST be provided. If your purchase develops a fault after 30 days and within its 12 month guarantee we will ask you to either return the goods to ourselves or direct to the manufacturers. We generally recommend to return goods direct to the manufacturers as this will be quicker. Any goods that are faulty will be replaced or repaired free of charge. PLEASE NOTE: Any repairs must be accompanied by your original purchase receipt. Any goods that have a more than 12 months warranty we may apply a small administration charge to cover administration costs after the first 12 months, usually £6.50

10.8 PLEASE NOTE: It may take up to 4-6 weeks for repairs to be undertaken, depending on the manufacturer and the problem.

10.9 Please retain the original packaging for returning your order.

10.10 You have the right to cancel your order with us, in accordance with Consumer Protection

10.11 (Distance Selling) Regulations 2000. The period in which you can exercise that right is 7 working days beginning the day after your goods are received. The goods must be returned, unused with all the original packaging present within the 7 days of the notice to cancel. Returns postage charges will not be paid by the ADIT. We reserve the right to have the goods inspected by a technician prior to replacement or refund.

10.12 Prices shown are the price you pay, unless individually specified. On almost all our products, there is no postage, shipping, handling or other costs within the UK mainland. For the larger items we have to charge postage and the price will be clearly specified within that particular product’s description. If your item has more than a 5 day delay we will notify you. You will always be emailed with confirmation of your order.

11. Termination

Clients

11.1 We may terminate services immediately by giving You notice in writing if:

- (a) You breach any of Your obligations under this Agreement
- (b) You do not use the Database for more than six months, unless You agree this with Us in writing;
- (c) You:

- (i) are made bankrupt;
- (ii) have a receiver or an administrative receiver appointed over You or any part of Your business or assets;
- (iii) pass a resolution for winding up (otherwise than for a genuine scheme of solvent merger or reconstruction,) or a court makes an order to that effect;
- (iv) enter into any voluntary arrangement with Your creditors;
- (v) have to follow an administration order; or
- (vi) stop trading
- (vii) any payment is overdue

11.2 You may terminate Your Service Agreement, if or as required, by giving Us notice in writing in line with Your Service Agreement, clause 6.

11.3 Termination of this Agreement will not affect either of our rights or responsibilities which continue up to the date this Agreement ends. Clauses 5, 6, 15, 16 and 21 will continue to apply following termination of the Agreement.

Suppliers

11.4 We may terminate Our services immediately by giving You notice in writing if:

- (a) You breach any of Your obligations under this Agreement (including without limitation a failure to meet any of the Supplier Approval requirements we issue from time to time and I or a breach of the Terms of Use)
- (b) You do not complete your Supplier Approval
- (c) You:

- (i) are made bankrupt;
- (ii) have a receiver or an administrative receiver appointed over You or any part of Your business or assets;
- (iii) pass a resolution for winding up (otherwise than for a genuine scheme of solvent merger or reconstruction), or a court makes an order to that effect;
- (iv) enter into any voluntary arrangement with Your creditors;
- (v) have to follow an administration order; or
- (vi) stop trading
- (vii) any payment is overdue

12. Events beyond our Control

12.1 Neither We nor You will have any liability whatsoever for any delays or failures in our performance of this Agreement resulting from any event arising beyond our reasonable control (including, but not limited to, war or national emergency, accident, force majeure, fire, riot and strike).

12.2 We each agree to tell each other immediately about any such event and to try to reduce the effect of such event on the performance of our obligations under the Agreement as soon as reasonably possible.

13. Transferring or Subcontracting

13.1 You may not transfer, subcontract or otherwise pass on any of Your rights or responsibilities under this Agreement.

13.2 We will be entitled to transfer, subcontract or otherwise pass on all or any of Our rights and responsibilities under this Agreement to any person without requirement for Your permission.

14. Changes to Terms of Business

14.1 We may change these Terms of Business at any time and any such changes will vary the Services between us without the need for your consent.

14.2 We will tell you about any such changes where possible by email (shall be deemed to have been duly sent on the date of transmission) and such Changes will not come into force for at least 30 days after we tell you about them and our notification of changes will indicate the date at which the change comes into force.

15. Partnership

15.1 Nothing in this Agreement is intended to, or shall be interpreted to, establish any partnership or joint venture between You and Us, nor will anything in this Agreement constitute You or Us as being the other's agent. Neither of us is authorized to make or enter into any commitments for or on behalf of the other person. You and We each confirm that we are acting on our own behalf and not for the benefit of any other person.

16. Governing Law

16.1 This agreement shall be read and constructed in accordance with a be subject to English Law. Any claim made pursuant to the provision of this agreement shall be brought before a court of competent jurisdiction within the United Kingdom.

17. Warranties

17.1 ADIT warrants and represents to Client that it will carry out its duties under this Agreement to the best of current industry standards and practice and with due diligence care and skill.

17.2 Notwithstanding any other provision in the Agreement ADIT's liability to Client for death or injury resulting from its negligence or that of its employees, agents or sub-contractors shall not be limited.

17.3 In all other respects ADIT gives no warranties conditions or representations whatever, express or implied, whether by law or otherwise and whether by itself or by any third party. ADIT shall not be liable to Client in any manner whatever (whether for breach of contract, negligence or otherwise) in respect of any loss or damage whether direct consequential economic or of any other kind. Client waives releases and disclaims any other such warranties conditions representations and liabilities on the part of ADIT.

18. Indemnity

18.1 Subject to any liability which ADIT may have to Client pursuant to clause 5.2 Client indemnifies ADIT and its employees and agents and shall keep each of them fully indemnified at all times against all actions claims demands proceedings costs expenses fines penalties taxes losses and liabilities whatever in anyway arising out of this Agreement and arising during the period of this Agreement but whenever incurred, including in particular (without limitation) all those arising from or connected with:

18.1.1 Delivery, possession, use, operation, management, maintenance, insurance, or repossession of the Vehicles

18.1.2 Loss, injury or damage sustained by Client, or by any third party, including liability for injury or death.

18.2 Client further agrees to defend ADIT against any action or proceedings relating to any such losses as are mentioned in paragraph 7.1 of these Conditions and to permit ADIT at its option to become a party to any such action or proceedings and to indemnify ADIT against all costs (including legal costs) arising from any such defence.

19. Employment Law

ADIT warrants to Client that none of its employees nor the employees of any other party who have been involved in the provision of any of the Services will become employees of Client by reason of the transfer of the provision of the services to Client and the operation of the Transfer of Undertakings (Protection of Employment) Regulations 1981 ('The Regulations').

20. Insurance

ADIT will effect at its own expense and maintain during the term of this agreement with a reputable insurance company insurance cover against injury to any person or property with a limit of not less than £10,000,000 in respect of any one incident arising directly or indirectly out of ADIT's performance of the Services undertaken in this Agreement.

21. Miscellaneous

21.1 This Agreement forms the entire agreement between You and Us and replaces any previous Agreement(s) in place between us.

21.2 If we fail to use or delay in using any right We have under this Agreement, We do not waive such right and may still use that right (and any other rights under this Agreement) at a later date or in any other situation where You fail to carry out any of Your responsibilities under this Agreement.

21.3 If any provision of this Agreement is held to be illegal or unenforceable, this will not affect the validity or enforceability of any of the other provisions which will still apply and continue to be enforceable by law.

21.4 This agreement is not intended to create any right that any other person can enforce. The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this Agreement.

ONLINE WEBINAR COURSES – TERMS AND CONDITIONS

The below terms and conditions apply to ADIT Online Webinar Courses, hereafter referred to as Course.

1. Course provider

The Course will be provided by ADIT and its agents.

2. Booking

When you purchase and book a Course we will send you an automated email confirmation and the information to start your learning journey.

You will be asked to book all Course modules for the purchased Course at the time of the initial booking.

You may be allowed to change the date of a booked module up to 48 hours prior to the commencement of that module, provided there is availability for the same module on an alternative date. If a suitable date is available, you will not be charged for this rebooking.

ADIT has no obligation to provide alternative dates for module bookings.

You cannot transfer your Course purchase, in whole or in part, to an alternative Course.

It is your responsibility to attend your booked modules. If you fail to attend a module, or leave a module part way through delivery, ADIT is under no obligation to provide you with an alternative module.

All modules for a purchased Course must be completed within a year from the date of purchase.

If ADIT need to cancel or postpone a module for any reason, ADIT will notify you and provide an alternative date for the affected module. If no alternative date is made available to you, the cost of that and any remaining modules of the course, calculated on a straight pro-rata basis, will be refunded. your bookings on any future modules for that course will be cancelled.

3. Payment

Payment will be made through PayPal's secure online payment process.

You may request a refund up to 14 days from date of purchase provided none of your booked modules have taken place, whether you attended or not.

4. Course materials

We may supply course materials. These are the intellectual property of ADIT and cannot be copied, reproduced, uploaded, displayed or linked in any way, in whole or part without ADIT's prior written permission.

5. Technical capability

The course will be delivered through the Go To Webinar platform. It is your responsibility to have access to, and use of, suitable and compatible hardware and software for course attendance. You can talk to us or check the hardware and software requirements by you own.