



## Terms & Conditions

### 1. Definitions

- 1.1 **Company** means Pivotal Transport Management & Consultancy LTD. Registered office 10 Western Road, Romford, Essex, RM1 3JT.
- 1.2 **Customer** means the person, company or legal entity booking and / or paying for and / or attending training courses or undertaking consultancy work by the Company.
- 1.3 **Candidate** means any person attending a training course
- 1.4 **Training Course** means any classroom, remote, eLearning, webinar or examination held by the Company
- 1.5 **Consultancy** mean any work carried out in relation to accreditations or compliance standards by the Company

### 2. Bookings

- 2.1 Bookings will only be accepted by the Company by means of letter, telephone, email or in person and will then be confirmed by email where required
- 2.2 Some training courses require booking forms to be completed, these will be advised at the time of booking
- 2.3 All bookings for training courses will require a 25% deposit to secure the booking.
- 2.4 By booking, paying for or attending a training course or undertaking consultancy assistance, Customers agree to be bound by these terms and conditions.
- 2.5 All enquiries / bookings will result in an official estimate being supplied by the Company. Upon acceptance of an estimate an official quotation may be provided if required.
- 2.6 The Company may refuse to accept a booking where:
  - 2.6.1 Training Courses are not available
  - 2.6.2 Authorisation for a Customer's payment is not obtained
  - 2.6.3 There has been a pricing or product description error
  - 2.6.4 The Customer or Candidate does not meet the eligibility criteria
  - 2.6.5 The Company become aware of any legal nonconformity by the Customer or Candidate.

### 3. Prices & Payments

- 3.1 All training course prices may also incur upload fees for DVSA CPC hours. These will be advised by the Company at the time of booking.
- 3.2 All booking for training courses will require a deposit of 25% if booked more than 30 days in advance of the course. The balance will be due at least 30 days prior to the course date.
- 3.3 Any booking made with less than 30 days from the course date will require payment in full at the time of booking.
- 3.4 For consultancy work a deposit will be required as specified on the estimate / quotation. No work will commence until this payment is received.
- 3.5 Staged payments may be used for consultancy work as specified on the estimate / quotation. All work carried out will remain the property of the Company until released under the staged payment agreements.
- 3.6 In the event of payment not being made within the required time, the Company reserve the right to cancel any training course booked or consultancy work remaining.
- 3.7 Customers who fail to pay any outstanding payments owed to the Company will additionally be responsible for any costs incurred by the Company in the recovery of those payments.

### 4. Cancellations, late arrivals and non-attendance

- 4.1 In the event of cancellation of a training course by the Company, customers will be offered either a full refund of any payments already made or transfer to another suitable course.
- 4.2 Cancellation of a training course by the Customer or Candidate will result in the following cancellation fees
  - 4.2.1 More than 30 days – 25% deposit retained by the Company
  - 4.2.2 Less than 30 but more than 14 days – 50%
  - 4.2.3 Less than 14 but more than 72 hours – 75%
  - 4.2.4 Less than 72 hours – 100%
- 4.3 The Company reserve the right to offer alternative dates as an alternative to fees
- 4.4 The Company reserve the right to remove a Candidate from any training course due to unacceptable behaviour or conduct. In this event no refund will be given.
- 4.5 Late arrival of Candidates for any course may result in access to the course being refused. In this event no refund will be given.
- 4.6 Non-attendance of a candidate with no notice being given will result in the entire cost of the course being forfeited.



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## 5. Data Protection and Fair Processing

- 5.1 The Company are committed to protecting and respecting our Customers privacy. This policy explains when and why we collect personal information, how we use it, the conditions under which we may disclose it to others and how we keep it secure.
- 5.2 By attending any training training, clients are agreeing to be bound by this policy. Any questions regarding this policy can be directed to the Company by emailing [info@pivotal-tmc.co.uk](mailto:info@pivotal-tmc.co.uk).
- 5.3 Data collection:
- 5.3.1 We might collect data from clients when contacting us, either on the telephone or via email.
- 5.3.2 We will collect data upon booking of any services to be provided by us.
- 5.4 The information which is collected by the Company from Customers and Candidates will include:
- Contact details
  - Photographic image
  - Driver Licence Details
  - Payment Details
- 5.5 We will use delegates information to upload completed periodic training hours on the Government's Recording and Evidencing (R&E) database; Further details how this data is used can be found at <https://www.gov.uk/government/publications/driving-standards-agency-privacy-policy/dsa-privacy-policy>
- 5.6 The Company will use Customer and Candidate information to issue an attendance certificate; we may seek views or comments on the services we provide, notify delegates of changes to our services; send communications which delegates have requested and that may be of interest.
- 5.7 Where applicable, Candidates information will be shared with JAUPT for them to monitor and manage approved centres and the training uploaded to the DVSA system, and where necessary shared with member state authorities to confirm Driver CPC entitlement abroad.
- 5.8 We review our retention periods for personal information on a regular basis. We are legally required to hold some types of information, for example data about periodic training, to fulfill our statutory obligations for up to six years.
- 5.9 The accuracy of information is important to us. If delegates would like access to the data we hold on them this can be requested by emailing the Company at [info@pivotal-tmc.co.uk](mailto:info@pivotal-tmc.co.uk).
- 5.10 Candidates have the right to ask for a copy of the information held about them by the Company.
- 5.11 Candidates have the right to request that the data held on them by the Company is erased or rectified.
- 5.12 Any complaints relating to the way the Company handle data should be directed to <https://ico.org.uk/concerns/>

## Non – Disclosure Agreement

- 5.13 The Company undertakes to not use any confidential information which has been disclosed by Customers or Candidates for any other purpose than work carried out on behalf of that company.
- 5.14 The Company undertake to keep confidential information secure and to not disclose it to any third party without the prior written consent of the Customer or Candidate in question.

## 6. Complaints

- 6.1 Complaints can be dealt with by the trainer / consultant in the first instance.
- 6.2 If the complaint is not satisfactorily dealt with then Customers can make a formal complaint or feedback to the Company by emailing [info@pivotal-tmc.co.uk](mailto:info@pivotal-tmc.co.uk)
- 6.3 All complaints will be acknowledged within five working days.
- 6.4 Full details of the Company complaints policy are available on request

## 7. Health & Safety

- 7.1 Candidates must comply with the Company's Health and Safety policy and their legal obligations under the Health & Safety at Work Act 1974 in addition to any other relevant provisions
- 7.2 All trainers are required to conduct Risk Assessments of venues prior to commencing training. Where a venue is not deemed to meet the requirements, the trainer may cancel the course if no other resolution may be found.
- 7.3 Details of the Company's Health and Safety policy are available on request.

## 8. Miscellaneous

- 8.1 Candidates agree to provide details of driving licence, digital tachograph, driver card or passport where required for the purpose of identity checks to be carried out by the Company.
- 8.2 Customers and Candidates must make all provisions to ensure that attendance of a training course do not infringe upon any legal requirements relating to drivers' hours and working time regulations.



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- 8.3** The Company accepts no responsibility for any damage or loss to Candidate's belongings and vehicles that may occur whilst attending a training course.
- 8.4** Unless otherwise stated, all training presentations and materials remain the copyright of the Company.
- 8.5** Candidates may be required to undertake practical exercises during some training courses. If the Candidate has any medical condition that may prevent them from doing so, they must inform the Company in advance of the training course commencing.
- 8.6** The provision of consultancy work does not ensure compliance. Where the result is a non-compliance, the Company will not be held accountable unless it can be proven that the Customer received non-compliant instructions from the Company.

### **9. Remote training courses**

- 9.1** These terms and conditions are in addition to those listed above.
- 9.2** The Company will provide joining instructions by email.
- 9.3** All training or remote video meetings will be held via Zoom.
- 9.4** Customers and Candidates must have the following to be able to attend a remote session:
- A reliable internet connection
  - A suitable PC, laptop or tablet that has a camera and a microphone. (smartphones are not sufficient)
  - A distraction free location.
- 9.5** Candidates must provide the following at least 24 hours prior to the remote course commencing
- Identification in accordance with JAUPT / DVSA requirements
- 9.6** Candidate involvement is required, and they must fully participate in the course
- 9.7** Where required, written practical exercises will be completed using Q&A sessions and candidates completing and returning documents provided by the Company.
- 9.8** Where candidates are temporarily away from the view of the trainer or disconnected from the course due to a loss of internet they will be required to catch up on any missed training at a suitable time. If this is not possible due to prolonged absence the trainer reserves the right to remove Candidates from the course.
- 9.9** Each training session delivered must be fully attended. Failure to do so may result in a loss of CPC hours and fees paid
- 9.10** All training sessions will be recorded to provide evidence of attendance
- 9.11** Any candidate who disrupts or otherwise jeopardises any training will be removed immediately, and fees and training hours will be forfeited.
- 9.12** On completion of any training course, electronic certificates will be emailed as proof of attendance within 7 working days.