

TRAINING AGREEMENT

Terms & Conditions



1 BACKGROUND

- 1.1 DHT (Driver Hire Training, whose address is Bradford Business Park, Kings Gate, Bradford, BD14SJ) is an accredited training provider licensed by JAUPT to provide DCPC Training.
- 1.2 The Training Sub Contractor is an authorised subcontractor of DHT able to sell and provide DCPC Training as a sales agent of DHT.
- 1.3 The Customer wishes to retain DHT to provide DCPC Training to its drivers.

2 DEFINITIONS AND INTERPRETATION

- 2.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement.
"Agreement" the agreement between DHT, the Training Sub Contractor and the Customer which comprises the details on the front of this document and these terms and conditions.
"Accreditation" accreditation by JAUPT as an approved centre for delivery of the training services in connection with the DCPC.
"Charges" the Training Costs and the Non Training Costs payable by the Customer for the DCPC Training.
"Commencement Date" the date of this Agreement.
"Consumer" a Customer being an individual who is not contracting for any DCPC Training wholly or mainly in connection with a business.
"Customer Registration Form" the registration form to be completed by the Training Sub Contractor based on information received from the Customer before DCPC Training can be provided.
"DCPC" LGV Driver Certificate of Professional Competence.
"DCPC Training" the periodic training in respect of the DCPC carried out by DHT (or the Training Sub Contractor as the case may be) for Customers.
"Intellectual Property Rights" all patterns, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get up, rights in goodwill or to due for passing off, unfair competition rights, rights in designs, rights in computer software, database right, ditto-graphy rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for renewals or extensions of such rights, and all similar or equivalent rights all forms of protection in any part of the world.
"JAUPT" Joint Approvals Unit for Periodic Training.
"Materials" all documents, information and materials provided by DHT relating to the DCPC Training.
"Revenue" the total amount invoiced to the Customer excluding VAT by the Training Sub Contractor in its role as a recruitment business.
"Special Conditions" those clauses after Clause 9 under the heading "SPECIAL CONDITIONS"
"Training Costs" the fee payable for delivery of the DCPC Training as identified in the "Training Costs/Training Payment Options" box in this Agreement.
"Training Credit" the training credit earned by the Customer as a result of its purchase of recruitment services from the Training Sub Contractor in the ratios agreed in writing with the Training Sub Contractor on behalf of DHT, which may be redeemed by the Customer with DHT in relation to DCPC Training in accordance with the formula set out in the "Training Costs/Training Payment Options" box in this Agreement.
"Training Location" the place identified either in the "Location of Training" box in this Agreement or, where "TBA" is inserted in the box, the location specified in the course approval form.

3 TRAINING SERVICES

- 3.1 DHT has been authorised by JAUPT to deliver DCPC Training to the Customer and such training may either be provided by DHT itself or the Training Sub Contractor acting as a sub-contractor of DHT. References to DHT in this agreement shall be deemed to include a reference to the Training Sub Contractor, though for the avoidance of doubt a reference to the Training Sub Contractor shall not be deemed to include a reference to DHT unless this is expressly stated to be the case.
- 3.2 The DCPC Training will be provided at the Training Location.
- 3.3 DHT shall provide the Materials as required for the DCPC Training and charge for them in accordance with the amounts identified in the "Training Costs" box in this Agreement. The Materials may only be used by the Customer on the basis set out in Clause 7.
- 3.4 DHT's maximum liability to the Customer for the delivery of the DCPC Training, or where relevant the cancellation of the DCPC Training shall be limited to a refund of the

Charges paid by the Customer for the DCPC Training which shall only be payable if the DCPC Training is not rearranged, or otherwise in accordance with the Special Conditions.

4 CUSTOMER'S OBLIGATIONS

- 4.1 Prior to commencement of DCPC Training the Training Sub Contractor with the cooperation of the Customer must have satisfactorily completed the Customer Registration Form and submitted it to DHT.
- 4.2 The Customer shall pay the Charges where applicable no later than 21 days before the commencement of the DCPC Training.
- 4.3 The Customer shall procure that its drivers attend the Training Centre on the appointed date to receive the DCPC Training and that they bring with them all items notified to the Customer in the standard joining instructions issued in advance as being required.
- 4.4 The Customer will be responsible for any Non Training Costs as may be notified to it by DHT plus travel or other expenses of its drivers who attend the DCPC Training.
- 4.5 The Customer shall settle the Training Costs either by:
 - 4.5.1 redeeming Training Credits; and/or
 - 4.5.2 paying for DCPC Training up front in accordance with Clause 4.2;
- 4.6 The Customer shall settle Non Training Costs up front in accordance with Clause 4.2. Training Credit may not be used in any circumstances to settle Non Training Costs.
- 4.7 If the Customer receives DCPC Training in consideration of future Training Credit which is not subsequently earned during the validity period identified in this Agreement the Customer shall pay an amount to DHT to cover such shortfall. This amount shall be based on the agreed daily driver charge specified on the front of this Agreement or if no figure is inserted there the sum of £85 per driver per day multiplied by the number of Training Credits that have not been earned in the period.
- 4.8 The Customer and the Training Sub Contractor acknowledge that the Training Sub Contractor is solely responsible for the delivery of DCPC Training to the Customer in consideration of Training Credit accrued to the Customer as a result of recruitment services purchased from that Training Sub Contractor.
- 4.9 The Customer agrees that it shall not and that it will procure that any of its drivers shall not use the Materials for any purpose other than receipt and implementation of DCPC Training from DHT.

5 RECORDS

- 5.1 The Customer will cooperate with DHT regarding the provision of information required for record keeping in accordance with the DCPC Training or as otherwise required by JAUPT.
- 5.2 The Customer agrees to (if an individual) or otherwise agrees to procure that its drivers, complete and return the customer feedback and evaluation forms that will be issued at completion of each stage of DCPC Training.
- 5.3 If the information referred to in this Clause 5 is provided late or in incorrect form, DHT shall have no liability to the Customer for a failure to register any driver for DCPC Training, and no refund shall be due, save in accordance with the Special Conditions.

6 CHARGES

- 6.1 In consideration of the provision of the DCPC Training the Customer shall pay to DHT the Charges.
- 6.2 The Charges are payable by Customer no later than 21 days before the date of DCPC Training.
- 6.3 For the avoidance of doubt where the Customer wishes to pay for DCPC Training by a mixture of Training Credit and direct payment the relevant payment must be made no later than 21 days before the date of DCPC Training.
- 6.4 If the DCPC Training is cancelled by the Customer more than 28 days before the date of DCPC Training, a full refund of any payment already made will be given. For cancellations made within a period of 28 days before the date of DCPC Training, the Customer shall be liable for:
 - 6.4.1 Any non refundable charges applied by the Training Centre or any other venue to DHT in relation to the cancellation of the DCPC Training; and
 - 6.4.2 For cancellations between 15 and 28 days before the date of DCPC Training, a sum equal to 50% of the total cost of the DCPC Training cancelled.
 - 6.4.3 For cancellations between the actual date of DCPC Training and 14 days in advance of that date, a sum equal to 100% of the total cost of the DCPC Training cancelled

- 6.4.4 These cancellation provisions shall not apply to a Consumer except as specified in Clause 10.2.
- 6.5 The Customer acknowledges that the Training Credit:
 - 6.5.1 has no monetary value other than as currency that may be redeemed against DCPC Training;
 - 6.5.2 is valid for a period not exceeding 6 months from the date of creation;
 - 6.5.3 only accrues at the end of the month in which the Revenue that generates it is invoiced by the Training Sub Contractor.
- 6.6 The Charges are exclusive of VAT which shall be payable in addition by the Customer at the prevailing rate.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 As between DHT and the Customer, all Intellectual Property Rights and all other rights in the Materials shall be held by DHT.
- 7.2 The Customer's sole right in relation to the Materials is to utilise them for the purposes of receiving DCPC Training from DHT. The Customer may not use or licence others to use the Materials for any other purpose whatsoever.

8 TERMINATION

- 8.1 This Agreement shall become effective on the Commencement Date and shall continue in force until such time as the Agreement is terminated by DHT in accordance with this Clause 8 or otherwise cancelled in accordance with the Agreement.
- 8.2 DHT may terminate this Agreement without cause upon providing at least six months written notice to the Customer.
- 8.3 DHT may terminate this Agreement immediately by written notice to the Customer where the Customer:
 - 8.3.1 fails to pay any Charges due under this Agreement;
 - 8.3.2 commits a material breach of any of the provisions of this agreement and, in the case of a breach capable of remedy, fails to remedy the same within [7] days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - 8.3.3 uses or permits a third party to use the Materials other than in accordance with this Agreement.
- 8.4 This Agreement will automatically terminate where DHT loses its Accreditation and any accrued Training Credit will automatically expire.
- 8.5 All Training Credit whenever earned will automatically expire at the end of any six month notice period given pursuant to Clause 8.2 or where DHT loses its Accreditation.

9 MISCELLANEOUS

- 9.1 No purported variation of this Agreement shall be effective unless made in writing signed by or on behalf of the parties.
- 9.2 This Agreement may be executed in three or more counterparts each of which shall constitute an original but which when taken together shall constitute one instrument.
- 9.3 This Agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction.

10 SPECIAL CONDITIONS

- The following Special Conditions shall apply only where the Customer is a Consumer. In the event of any conflict between the Special Conditions and the rest of the Agreement, the Special Conditions will prevail.
- 10.1 The Customer has a right to cancel any booking for DCPC Training at any time within fourteen (14) calendar days ("Initial Period") of the booking (unless the training has already taken place, in which case the Customer acknowledges that any such rights have expired).
 - 10.2 If the Customer wishes to cancel after the Initial Period, the Customer may do so in accordance with Clause 6.4, and the provisions of that Clause shall apply.
 - 10.3 If the Customer wishes to cancel, the Customer is requested to call the Company on 0808 178 9977 or email driverpcp@driverhire.co.uk as soon as possible, providing a clear statement of cancellation before the end of the cancellation period. If the Customer cancels within the Initial Period the Company will provide the Customer with a full refund of any payment received, within fourteen (14) days following receipt of notice of cancellation. The Company will use the same method for reimbursement as used for initial payment unless otherwise agreed. In all other circumstances the provisions of Clause 6.4 shall apply and appropriate adjustments to reflect the correct amount of refund and/or payment from the Customer shall be made.

Authorised Trainer

