**Terms and Conditions**

1. **Definitions**

**‘Booking’** – a booking for a course which is booked and paid in full with a confirmation of booking document either by email or by postal letter to which the rebooking admin fees apply.

**‘Council’** – the Council of the Borough of Kirklees.

**‘Course’** – the particular National Driver Training Course under the NDORS.

**‘Critical Date’** – you must complete your course within a set timescale set by the Police from the date of your offence. This may also know as the ‘**expiry date**’ or ‘**Completion date**’.

**‘NDORS’** – National Driver Offender Retraining Scheme.

**‘Payment Plan’** – a ‘one off booking method’ for a course which is paid by a maximum of **three (3) instalments** which must be paid in full **five (5) Days** prior attending the course.

**‘Payment’** – the charge or fee for the cost of the National Driver Training Courses.

**‘Police’ or ‘Police Force’** – the police force who have offered you the course.

**‘Scheme’** – an offer by the Police to complete an educational driver training course rather than a fine, penalty points or prosecution.

**‘Set time Period’** – a timeframe within which to book and attended the course as detailed in the Police letter to you.

**‘Trainers’** – the NDORS approved lecturers who will be delivering the National Driver Courses.

**‘Venues’** – locations where the National Driver Training Courses are held selected by tender under agreement with the ‘Council’s Tendering Policy’.

**‘We’ and ‘Us’ and ‘Our’** – refer to the Council, Kirklees Direct (i.e. the Council’s Call Centre), the Council’s Driver Training Unit and the Trainers.

**‘You’** – refer to you, the customer, the person the course booking is addressed to.

1. **Courses**
2. The Courses are administered and delivered by the Council on behalf of the issuing Police Force. As the course provider, we have no authority to amend any criteria defined by the Police, and likewise the Police have no authority to amend the Course provided or the terms and conditions set out below.
3. The Speed Awareness Courses, What’s Driving Us, Ride and Motorway Awareness Courses take place in a training room and do not involve driving/riding.
4. The National Driver Alertness Course (‘**NDAC**’) and Driving for Change courses both involve driving.
5. Whilst the Courses are offered as an alternative to prosecution, it is subject to availability and we are under no obligation to ensure that you are allocated a place on a Course.
6. At any time prior to course completion you can still be prosecuted for the original offence.
7. If you choose to attend a course outside of Kirklees, it will be subject to that course provider’s own criterion. We cannot guarantee that you will be offered a place on another course provider’s course. If a place is accepted, then that course provider’s terms and conditions will apply.
8. **Your Booking**
9. When full payment for the Course has been made, a ‘confirmation of booking’ document will be sent either by email or by a postal letter, which you should receive within five (5) Working Days of your booking. If you have not received your confirmation within five (5) Working Days of making your booking, you **MUST** contact us. It is your responsibility to make sure your booking has completed and confirmed.
10. If you have booked online it is your responsibility to make sure that your booking details are printed and kept in a safe place prior to attending your training course.
11. You must complete your Course within set time period of your offence set by the Police. If you are unable to attend and complete the course by the critical date, your record will be returned to the Police and they will proceed with prosecution. Unfortunately if you fail to book within the set time period detailed in the Police letter you may not be eligible to go on the scheme and the Police will consider prosecuting you for the offence.
12. **Special Requirements**
13. You must tell us at the time of your booking if you have any special requirements (e.g. impairment, disability and/or access issues, or the need for an interpreter) that you would like us to consider so suitable arrangements can be made before you attend your Course.
14. **PLEASE NOTE:** **we will need to know in good time to make arrangements if you would like an interpreter or signer or you are welcome to bring a friend or family member to the course to translate for you.**
15. **PLEASE NOTE: if you are planning to bring a friend or family member to translate for you, you must tell us in advance otherwise they may be refused access into the course with you. Children and young people under the age of 16 are not permitted into the training room.**
16. **Dietary Requirements**
17. This only applies if you are booking onto the NDAC and Rider Intervention Developing Experience (‘**RiDE**’) courses.
18. We use a local approved by the Council’s contractor’s list external catering company.
19. You must tell us at the time of your booking if you have any dietary requirements so suitable arrangements can be made prior you attending your Course.
20. **Payments**
21. Payment for Courses by **debit or credit cards** over the telephone or online must be paid at the point of booking.
22. Payment for Courses by **cheque or postal order -** a provisional booking for a place on the Course will be booked with an agreement that you will make payment of the full amount in five (5) Working Days from the date of booking. Your booking will not be confirmed until the full payment is made. Once we have received the payment in full, a ‘confirmation of booking’ letter will be sent out to you. Failure to make payment within this timescale will result in the provisional booking being automatically cancelled, however if you no longer wish to attend the Course, your record will be returned back to the Police, where you will be served with an ‘Conditional Offer’ and no longer eligible to attend.
23. If you pay for the Course using the **Payment Plan** (**you are only allowed one payment plan per person**) you must pay a minimum deposit of one third (1/3) of the actual Course fee to be eligible. A provisional booking for a place on the Course will be booked for you with an agreement that you will pay the outstanding balance within a maximum of two (2) further instalments. Once we have received the payment in full, a ‘confirmation of booking’ letter will be sent out to you detailing the amount left you have to pay, and when your remaining payments are due. All payments must be paid on time by the specified date on the letter, or in the absence of any dates specified in the letter by no later than two (2) days before the course date. Failure to make payment within these timescales will result in the provisional booking being automatically cancelled, however if you no longer wish to attend the course your record will be returned back to the police, where you will be served with an ‘Conditional Offer’ and no longer eligible to attend.
24. Payment for your Course by **Cash** – you can only do this by making arrangements to call into our Huddersfield Office, make the booking and pay at the point of booking.
25. Rescheduling your Course will only be subject to availability and the remaining timescale that you are eligible to attend a Course. You will be charged an admin fee for rescheduling (see Section 7 below).
26. **Course Attendance & Conduct**
27. You must bring valid identification with you to attend your Course, or we are unable to allow you to attend. For these purposes, please note that **ONLY** accept:
	* 1. ***Theory/ Classroom based Courses***
* A **PHOTOCARD** licence with a **CURRENT** photograph
* Old style paper licence issued before photocard was introduced in1998 with an additional form of photographic identification e.g. passport

**PLEASE NOTE: The paper counterpart to the photo card driving licence was abolished on 8 June 2015 therefore you can NO LONGER use this as a form of identification for your course** [**https://www.gov.uk/government/news/driving-licence-changes**](https://www.gov.uk/government/news/driving-licence-changes)

1. ***Practical Courses only applies to National Driver Alertness and Driving for Change courses***
* A **PHOTOCARD** licence with a **CURRENT** photograph
* Old style paper licence issued before photocard was introduced in1998 with an additional form of photographic identification e.g. passport
* Disclaimer Form – Given on the course to complete and sign. Must be completed
* Eye Sight Check – This is carried out at the beginning of the course (see Medical Fitness to Drive Section)
1. You must satisfactorily complete your Course. Timescales for the courses are set nationally by NDORS. To satisfactorily complete your Course, you must be present throughout the whole course and you must be willing to participate positively. If you are absent for a length of time at any point of the Course without authorisation from the Trainer this could result in you not completing the Course
2. You must conduct yourself in a respectful manner to the course trainers and other attendees in maintaining a comfortable environment in which all course attendees can participate therefore, course attendees are individually responsible for their personal hygiene and general presentation in consideration of how others may perceive their appearance. It is not acceptable to wear clothing which is likely to cause embarrassment or offence to others delivering or attending a course, the Trainer reserves the right to refuse access and to ask you to leave.
3. The Trainer present will have absolute discretion in deciding whether or not you have completed the Course.
4. When you attend a Course, you must switch off any mobile communication devices for the duration of the Course, including mobile phones, tablets, smart watches, ear phones, and pagers.
5. You cannot bring anyone else with you (unless it is necessary to meet a Special Requirement (see Section 4 above) or bring pets as there are no facilities at our Venues to accommodate
6. Our individual Venues may provide a designated smoking area, however the rules are all strictly in line with the Smoke free England Legislation.
7. Electronic cigarettes are not permitted inside the classroom or in the Venues.
8. **Changing/Rescheduling Your Booking**
9. All rescheduling of Courses will only be subject to availability and the remaining timescale that you are eligible to attend a Course.
10. You will be charged an Admin Fee of between twenty Pounds Sterling (£20) and fifty Pounds Sterling (£50) depending on the course for rescheduling, less than five (5) working days before your course date.
11. **Telephone** - You can change your course at any point before attending the Course, however if you re-schedule less than five (5) working days before the date of your course you will be charged the above re-booking Admin Fee accordingly.
12. **Online** - You can change your Course by logging on the booking system at any point before attending the Course, however if you reschedule less than five (5) working days before the date of your Course you will be charged the above re-booking Admin Fee accordingly.
13. **PLEASE NOTE: Any rescheduled Courses must be within your timescales set by the Police.**
14. **PLEASE NOTE: Once you start rescheduling process, the system automatically cancels your existing booking and shows you the remaining available dates before your critical date within the set time period to attend your Course.**
15. **PLEASE NOTE: With online bookings with SPECIAL REQUIREMENTS (see Sections 3, 4 and 5 above) you can ONLY reschedule by Telephone, please take into account that we need to know in good time to make any appropriate arrangements.**
16. **IMPORTANT: Payment Plan - If you have a Payment Plan for your Driver Training Course, you can only use this method of payment once per course type, if you reschedule, this option is no longer available and you will have to use an alternative payment method to rebook your Training Course.**
17. **Non-Attendance at your Course**
18. **Exceptional circumstances** – Due to bereavement or due to medical reasons or you are a parent or carer and your dependant is taken ill, you will need to produce of documentary evidence e.g. medical certificate. Providing this is acceptable, you will be able reschedule your Course without paying an Admin Fee.
19. **PLEASE NOTE: If you fail to attend the Course and the Council considers that there are no exceptional circumstances, failure to justify your non-attendance will result in non-completion of the Course. The Police are at liberty to withdraw the offer of a Course at any time up to the point that you have successfully completed the Course should you wish to accept it.**
20. **Non-completion**
21. **You did not bring appropriate valid identification** – You need to take action straight away. You have maximum of five (5) days from the date of your Course date in order to re-book. If you decide to take no action your record will automatically return to the Police where you will be served with a ‘Conditional Offer’ and will no longer be eligible to attend a Course.
22. **You arrive late for your Course** - You need to take action straight away. You have maximum of five (5) days from the date of your Course date in order to re-book. If you decide to take no action your record will automatically return to the Police where you will be served with a ‘Conditional Offer’ and will no longer be eligible to attend a Course.
23. **You arrive late back from breaks on your Course** – You must keep to the scheduled timing of the Course. If you arrive late back into the Course, the Trainer will ask you to leave and you will need to rebook your Course. You have maximum of five (5) days from the date of your Course date in order to re-book. If you decide to take no action your record will automatically return to the Police where you will be served with a ‘Conditional Offer’ and will no longer be eligible to attend a Course.
24. **PLEASE NOTE: All rescheduling of Courses will only be subject to availability and the remaining timescale that you are eligible to attend a driver training Course. You will be charged an admin fee for rescheduling.**
25. **You are taken ill during the Course** – If you are taken ill during the Course, we will contact you later to discuss your options.
26. **You were unfit to take part for your Course** - You must attend in a fit state to participate fully in the Course. Any participants who are suspected of alcohol or drug use or any evidence of you being unfit to take part will result in removal from the Course. In these instances you will not be able to reschedule, your record will be returned to the Police. You will not be eligible for any refund.
27. **You were abusive or disruptive or fail to participate positively on your Course** – in the opinion of the Trainer, if you are abusive and/or disruptive or you fail to participate during the Course, the Trainer will ask you to leave. In these instances you will not be able to reschedule, your record will be returned to the Police. You will not be eligible for any refund. Trainers should not be subject to inappropriate, threatening or abusive language or behaviour.
28. **You failed to maintain an adequate level of personal hygiene and general appearance on your course** - in the opinion of the Trainer, the Trainer will ask you to leave and you will need to rebook your Course. You have maximum of five (5) days from the date of your Course date in order to re-book. If you decide to take no action your record will automatically return to the Police where you will be served with a ‘Conditional Offer’ and will no longer be eligible to attend a Course.
29. **Cancellation**
30. If you no longer wish to take a Course, you can cancel your place on the Course. However, if you cancel less than five (5) working days before the date of your Course you will be charged an Admin Fee of between twenty Pounds Sterling (£20) and fifty Pounds Sterling (£50) depending on the course for rescheduling upon your cancellation
31. In the unlikely event that we are unable to deliver the Course due to unforeseen circumstances beyond our control, we will reschedule your Course as soon as possible, within any time limit imposed on us by the Police, at no additional charge.
32. **PLEASE NOTE: Any cancelled Courses must be within your timescales set by the Police.**
33. **Refund**
34. A full refund of the Course fee is given to all Course cancellations made from the date of booking up to five (5) Working Days before the Course date.
35. **PLEASE NOTE: If you cancel your course less than five (5) Working Days before the date of your Course,** **you will only be refunded the Course fee, less the late notice Admin Fee applicable to the course.**
36. **Admin fees**

Admin Fees cover the calculation of our fixed costs for the particular National Driver Training Course; this is inclusive of venue hire, trainer’s fees and overhead expenses.

1. **Medical Fitness**
2. You must tell us about any medical conditions that could affect your attendance:

***MEDICAL FITNESS TO DRIVE* -** You are reminded that it is a legal obligation for you to notify, at any time, the Driver and Vehicle Licensing Agency (‘**DVLA**’) of any notifiable medical condition which may affect your fitness to drive. If you arrive for a National Driver Improvement course and you have an undeclared notifiable medical condition, we will notify the police force who referred you of this matter.

1. The What’s Driving Us, Ride, Speed Awareness, Motorway Awareness Courses take place in a training room and do not involve driving/riding.
2. The National Driver Alertness and Driving for Change courses both involve driving. Courses involving driving require you to be able to read a licence plate
3. A number plate made after 1 September 2001 from a distance of 20 metres (67 feet).
	* 1. A number plate made before 1 September 2001 from a distance of 20.5 metres (67.3 feet).
4. **Privacy and Data Security**
5. All information supplied will be held by ourselves and protected according to our legal and regulatory requirements under the Data Protection Act 1998.
6. In order to administer the Course bookings, your details will be entered on to our Course Management System. If you decide to accept the Course, we will require your driving licence number and any additional information we require process the Course booking. The Course Management System is hosted on behalf of the Council within a secure data centre. No Bank or Credit Card details will be retained
7. If you decide to accept the Course, and your information will also be checked against a National Driver Offender Retraining Database to establish if you have completed a similar Course within the last three (3) years of your offence.
8. If you complete the Course, your details relating to this Course will remain on our system for road safety research purposes for three (3) years from the date of the offence, after which any personal reference to you will be erased.
9. Your details will not be released to any other parties, except to the Police Force if they are considering making an offer of a Course in the future.
10. Other exemptions from the Data Protection Act 1998 may apply.
11. If you fail to complete the Course, or if the offer is withdrawn, or if you book elsewhere or decide to accept the Fixed Penalty or court hearing instead, your personal details relating to this matter will be erased from our Course Management System and the National Driver Offender Retraining Database after six (6) months.
12. **Warranties Limitation of Liability**
13. To the maximum extent permitted by law, we give no warranties and make no representations of any kind relating to the Course including, without limitation, any implied warranties of fitness for a particular purpose, or merchantability.
14. To the maximum extent permitted by law:
	* 1. We will not in any circumstances (including, without limitation, negligence or breach of statutory duty) be liable for any loss of income, loss of opportunity or entitlement, loss of revenue or savings, or for any consequential damages (whether arising from any Course, from your attendance at, or inability to attend, any Course, or otherwise); and
		2. The liability of us to you arising out of any and all claims (whether arising from any Course, from your attendance at, or inability to attend, any Course, or otherwise) will not in any circumstances exceed in aggregate the total amount of the sums paid by you to us for the Course to which that liability relates.
15. **Customer Care**
16. We will make every effort to accommodate your needs and your preferred choice of venue. Our aims are to take you through a Course as an alternative of being fined, receiving points on your licence or going to court.
17. Course costs are seventy one pounds fifty pence (£71.50 to one hundred and forty-nine Pounds (£149) depending on the Course that you are eligible to attend.
18. **Complaints about our service**

If you are unhappy with the service you receive from our staff please write to us: Driver Training Unit, Highways Service, Flint Street, Fartown, Huddersfield HD1 6LG or Email us: wydrivertraining@kirklees.gov.uk or visit [www.kirklees.gov.uk/complaints](http://www.kirklees.gov.uk/complaints).