

JM Trucking Ltd Training Terms and Conditions



JM Trucking Ltd established in 2013, a commercial vehicle training provider based in North East Lincolnshire, built on a reputation for its specialist knowledge of the transport industry that is second to none.

JMT's team of trainers and support staff are dedicated to delivering excellence and ensuring all drivers passing through our training facility meet the exceptionally high standards expected by the industry. The standards ensure that freight is moved safely, securely and cost effectively by road, across the UK, Europe and throughout the world.

The JM Trucking LGV Training Academy makes a commitment to provide support and advice to all customers/trainees no matter how much experience they may/may not have.

JMT Academy will provide fully qualified, experienced and friendly training advisors to guide you through your course, and to be a helping hand when you need it.

Customer/ Trainee Obligations

Trainees commit to provide accurate information to us at all times throughout their training to enable to help us to provide the best service possible. Trainees will ensure they have valid, official legal driving documents at all times. Trainees are required to take their driving licence and theory test pass certificates to all tests. If these are not presented this will result in a forfeit.

Trainees understand that their course needs to be completed within 12 months of booking and as such they need to work proactively to ensure they meet this timeframe.

1. GENERAL TERMS

1.1 These terms apply to all business we undertake for you, JM Trucking Ltd registered office addresses is Victoria Street Business Centre, 192 Victoria Street, Grimsby, Ne Lincolnshire, DN31 1NX, Company Number 08694660.

You agree to take our services and we agree to provide services to you on the terms and conditions below. By purchasing a service or product and making a payment to JM Trucking Ltd, the customer agrees to be bound by these terms and conditions.

2. ORDERING FROM US

2.1 Applicants will apply via the JM Trucking website and complete an application form online or print off, complete and return an application form to the JMT Academy at the address on the bottom of the application form or send electronically to training@jmtrucking.co.uk

2.2 Our acceptance of an order takes place when we take payment. When we take payment the purchase contract will be processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.

2.3 We may refuse to accept a booking: (a) where training is not available; (b) where we cannot obtain authorisation for your payment; (c) if there has been a pricing or product description error; (d) if you do not meet any eligibility criteria set out in our terms and conditions.

2.4 We issue confirmation paperwork for all course elements via email, which we will remind you about when you book dates. If you cannot receive emails, or do not receive them from us, it is your responsibility to let us know. If you do not receive written confirmation of your booking, there may be a problem with your training. In this event, it is your responsibility to contact training@jmtrucking.co.uk or call 01472 802340. If you do not contact us, we cannot be held liable for any lost training, missed tests etc. that may arise as a result.

2.5 Your booking with us is valid for 12 months from the date of payment. Any course elements not completed by the first anniversary of your payment will be void, you will not be entitled to a refund and our obligations to you will have expired. As such we recommend that you proactively book course elements as soon as you are able.

Our training booking system is live, and we cannot guarantee specific availability for course elements, therefore to avoid disappointment we encourage you to book all practical courses in by the 6th month to ensure your course is completed before the cut-off date. If you are concerned about your progress or completion date we encourage you to email us at training@jmtrucking.co.uk or call 01472 802340 so that we can help you to complete in time. We reserve the right to offer you training at unusual times in order to get you completed before the cut-off date.

2.6 Full course fees must be paid before any training course dates can be arranged.

3. PRICING

3.1 Our prices include VAT at the prevailing rates; this is already added to the course price quoted.

3.2 Where we charge separately for items of the services we provide that will be explained fully to you.

3.3 Our prices are reviewed periodically but you will be given a firm and binding price when you are booked on a course which will not change. However do check the price when you contact us as if you had retained prices from a long period of time before they may not be the latest price.

3.4. Retests are subject to additional charges which will be explained to you at the relevant time.

3.5 The full course fee includes one attempt at each stage, in the event of failure of these tests; any retests would have to be paid for separately.

3.6 If you fail any element of the course three times then we may not be able to allow you to continue on the course. If this situation arises then we will refund you only for any elements of the course not taken and an administration fee of £50 will be deducted from any refund due to you. However, this will be discussed with you at the time and we will use our reasonable endeavours to assist you in progressing.

3.7 In case payments are late for more than one payment obligation, all claims against the purchaser shall fall due immediately.

3.8 We are entitled to assign the claims arising from our business relationship.

4. CANCELLATION & COMPLAINTS

4.1 You have the right to complain about any aspect of our service to you with which you are unhappy. All complaints regarding any course should be directed to JM Trucking Ltd and sent in writing via Recorded Delivery and should not be received any later than 7 calendar days after the incident. JM Trucking Ltd will endeavour to acknowledge receipt in writing within 5 working days and reply in writing within 28 working days.

4.2 If you wish to cancel your training course you must notify us in writing via recorded delivery to the JM Trucking, The Chapel House, Kings Road, Immingham, DN40 1QS or via email to training@jmtrucking.co.uk

We do not accept telephone cancellations. We must have a clear record of your cancellation. We will endeavour to acknowledge receipt in writing within 5 working days and reply in writing within 28 working days.

4.3 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 our clients have a right to cancel within 14 days of making payment for a course with us, although this can be excluded by us at any time if you agree to have the services provided immediately.

4.4 Cancelling a Course

4.4a If you cancel a paid course: (a) within 14 days of booking you receive a full refund unless services have begun, if services have begun the cooling off period is no longer in place (b) after 14 days or start of service (whichever is shorter) but no longer than one month after booking a deduction of 50% of your payment applies (c) after 1 month but no longer than 4 months after booking a deduction of 75% of your payment applies (d) after 4 months a deduction of 100% of your payment applies (e) refunds will be processed 30 days from date of acceptance letter. If you write to us to request a refund or make a complaint, we reserve the right to cancel any active training courses/bookings on your account if there is a legitimate operational reason to do so.

4.4b If you cancel a booked training week rather than an entire course the following applies: If you cancel fewer than 4 weeks before the day of the course the full fee is charged as we cannot refill places and will have incurred our own un-cancellable costs. However we always listen to reasonable requests for deferment of a course to another date when you give sufficient notice.

4.5. Course fees paid to us are non-transferable.

4.6 If during the course the trainee fails his/her medical for whatever reason a full refund of all course elements not started will be given upon receipt of proof of failure. Such proof of failure must be from the DVLA. No other sources are acceptable. Please note that we cannot refund course elements you have already booked or taken and an administration fee of £50 will be deducted from any refund.

4.7 In the event of training being cancelled due to any unforeseen circumstances for example bad weather; we are not liable for any costs you have incurred including without limitation loss of pay,

your transport costs and the like. Trainees are responsible for taking out a relevant insurance policy which will protect them in the event that they are unable to attend training or tests booked for them for any reason. We are not liable for any costs.

5. DELIVERING YOUR TRAINING

5.1 It is the trainee's responsibility to ensure that they are correctly qualified under the Driver CPC Legislation. Although we will endeavour to advise you to the best of our ability, the ultimate responsibility falls to the trainee. Before booking a course module (either initial or periodic) with us, we advise you to check your eligibility for the course...

5.2 We cannot guarantee timeframes for course completion as we work with a live system. Availability can fluctuate, so any dates discussed with you are subject to change.

5.3 A training day can start at various times throughout the day and last anything up to 8 hours. The trainee is responsible for making sure they are available for all training time as required, any missed time due to trainee availability will be forfeited.

5.4 Any training or test missed due to the trainee's personal delay such as traffic or illness will not be able to be reallocated and as such will be forfeited and will need to be rebooked at the expense of the trainee. Any missed training due to an Academy delay such as truck breakdown or instructor lateness will be reallocated.

5.5 If the trainee's instructor advises the trainee, he/she needs more training in the interests of road safety then we are not responsible for the costs of such extra training and they will be covered by the trainee.

5.6 Our courses are of a uniform duration and standard. Therefore, if a candidate is not ready for test on the final day, they may forfeit the test appointment if the Examiner/Instructor feels that it is not safe to take the trainee to test. In the event that the trainee cannot test, we will not be held liable for any costs for extra training, or for replacing the forfeited test. It is the trainees' responsibility to ensure that their driving standard is sufficient for them to pass within the timeframe allowed by the course which they have booked.

5.7 Trainees must ensure that they are not under the influence of alcohol or illegal drugs during their course – if we have reason to believe that you are under the influence of drugs or alcohol, your course will be terminated immediately with all fees forfeited. Please exercise due care and attention when taking over-the-counter or prescription medicines in the run up to your course. If you're in doubt about whether they could affect your driving, please consult your GP.

5.8 If you're banned from driving for any reason after you've made your booking with us, your rights to any refund will be as per the terms laid out in Clause 4.

5.9 Trainees commit to conducting themselves in an appropriate manner. We reserve the right to terminate a course without notice should we, in our reasonable discretion, decide that a trainee driver has acted or behaved inappropriately, including but not limited to verbal and physical abuse towards our staff, or any other trainee. If a trainee driver wishes to appeal such a decision they should do so to complaints@jmtrucking.co.uk

5.10 Trainees are advised against working during their training week in the interest of public safety. If a trainee shows any signs of exhaustion or tiredness we reserve the right to terminate training

until the trainee is fit and safe to drive. Any training missed will be forfeited and will not be reimbursed.

5.11 The nature of our business means that we have to comply with the prevailing licensing legislation at the time you make your booking. If there are changes to legislation which affect your course booking during your time with us, we will make every reasonable effort to inform you and help you to understand how the changes affect you. Changes to legislation can sometimes mean that customers need to purchase additional courses in order to remain compliant. We are not responsible for any costs.

5.12 The DVSA require confirmation that you have been a resident for more than 185 days through the past 12 months before allowing test. It is also the trainee's responsibility to ensure you have a full UK driving licence with no more than 6 penalty points and no DR10 conviction, unless the DR10 is over 5 years old. For the avoidance of doubt it is the trainee's responsibility, not the responsibility of JM Trucking Ltd to ensure that you meet these criteria. Any tests cancelled or terminated due to not meeting these criteria will be deemed a forfeit and all funds relating to the test will be lost.

6. INFORMATION AND DATA

6.1 Any information and data provided by you to us and used by us directly or indirectly in the performance of this Agreement shall remain at all times our property.

6.2 The Company shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the data and information.

6.3 All personal data acquired by Company from you shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without your consent.

7. LIABILITY AND GENERAL

7.1 Although we endeavour to provide our services with reasonable skill and care, we limit our liability to you to the fullest extent permissible by applicable law to the fees you have paid us in the 12 months prior to a claim. We do not accept and hereby exclude liability for indirect loss, loss of profit, revenue or good will. However, nothing in these terms excludes nor limits our liability for death or personal injury caused by our negligence nor for fraud or fraudulent misrepresentation.

7.2 These terms and conditions are governed by the Laws of England. In the event of a dispute, both parties agree to submit to the exclusive jurisdiction of the English Courts. Should you have any complaint, please raise it with us first, so that we may be given a chance to resolve your query. These terms are the entire agreement between us and replace any other or earlier terms and you agree you have not relied on any representation from us in entering into this Agreement. Any variation to these terms must be agreed in writing and signed by both of us. Our failure to enforce a right will not waive it and any unenforceable term will be severed from this Agreement. You agree to keep all information which secret about our business, products, staff and prices is confidential except for information in the public domain. This obligation continues after our services for you have been performed.

7.3 We reserve the right to update or amend these Terms and Conditions at any time and that the Terms and Conditions prevailing at the time of enquiry apply.

Name of Company and booker (If booking on behalf of trainee)

Address

Signed

Dated

Name of Trainee

Address

Signed

Dated

** Please note if you are a company booking on behalf of trainee, trainee must also sign this document as there are safety relevant information included while training with JM Trucking Ltd.