

WELWYN LGV TERMS & CONDITIONS

Cooling off period

1. In accordance with the consumer protection (distance selling) regulations 2000, where a program/course is booked without face to face contact, a customer may cancel a contract up until the expiry of a period of seven working days beginning with the day after the day on which the contract is concluded. These regulations will only apply if you booked a course by telephone, fax, post or electronically using the internet. They will not apply if you visit our premises in person to book a course. This period of consumer protection will be known as the cooling off period.

Payment of course fees

2. All course fees may be paid for by cheque, cash, debit or credit cards. All candidates should note that outstanding balances must be paid for in full within 7 days of the course commencement date unless extended credit facilities have been agreed in writing with the company.
3. In instances where the course fees are not paid by the due date referred to above Welwyn L.G.V. reserve the right to terminate the contract with the customer. In these instances, customers will be notified in writing of this fact and any monies previously paid towards course fees will be non-refundable.
4. In instances where customers do not notify us in writing that they wish to cancel their booked course within 20 working days prior to the course commencement date then all monies due to Welwyn L.G.V. will be deemed due and payable.
5. Subject to the cooling off period provided for in the consumer protection (distance selling) regulations 2000 and referred to in condition (1) all monies paid towards the course fees as either deposits, part payments, balance payments or any form of instalment payment are non-refundable or transferable.
6. We reserve the right to make discretionary refund to any customer for any reason considered appropriate. Refunds are given absolutely at the discretion of the company.
7. In the event the DVLA confirms in writing that it has refused to issue a provisional licence on medical grounds all monies paid by the customer will be refunded less the cost of any training material already provided.

Cancellation and other alterations to training or test

8. Once the training and test dates have been confirmed in writing to the candidate any alteration to these dates will be subject to any adjustment fee of thirty-five pounds.
9. Once your training dates have been confirmed, in the unlikely event that Welwyn L.G.V. has to cancel a course before it commences, alternative dates will be made available. We cannot give an assurance that preferred course dates will be available.
10. Welwyn L.G.V. will not be held responsible for any practical or theory test cancelled by the DSA for any reason, whatsoever.
11. In the event of a practical test being cancelled by the DVSA the customer will be liable to pay for the hire of the vehicle for the replacement day. In most circumstances this hire charge can be reclaimed from the DVSA.
12. In the event of training time being lost due to either mechanical breakdown or instructor sickness Welwyn L.G.V. will provide additional training at least equal to the amount of time lost. We accept no financial penalty i.e. loss of wages in this respect.
13. If a student is unable to keep a practical test appointment due to illness or any other personal reason the test fee will be forfeited subject to the terms and conditions of the DVSA.

Miscellaneous

14. Training is provided on a 1:1 student to instructor ratio. The usual hours of training are Monday-Friday 08:00 a.m. – 12:00 p.m. or 12:00 p.m. to 4:00 p.m. although this can vary depending on several factors including practical test times. In certain circumstances, it may be necessary for training to take place on a Saturday.
 15. All candidates must produce their driving licence and theory test pass certificate on day one of their training course.
 16. All test candidates must produce an approved form of photographic ID and a valid theory test pass certificate together with their current driving licence showing their correct entitlement on the day of their test. Failure to do so will result in the test being lost and the test fee forfeited.
 17. We reserve the right to terminate a course early if in our opinion or the opinion of any of Welwyn L.G.V. representatives the candidate is considered a potential danger to other users. In this instance, a proportion of any unused training fees will be refunded.
 18. Any candidate who appears to be under the influence of alcohol or drugs while in any of our training vehicles will have their course terminated and will forfeit all monies previously paid.
 19. Welwyn L.G.V. cannot be held responsible for any personal items lost or damaged in our vehicles or on company premises.
 20. Candidates will not be permitted to smoke while inside a vehicle.
 21. It is our company policy to keep each candidate with the same vehicle and instructor at all times where possible. There are times however when this is not possible and guarantee of this is implied or given.
 22. Where we book either a theory or practical test on behalf of the candidate, the candidate is bound by the DSA terms and conditions.
 23. Any complaints should be addressed to our Customer Services and sent to our office by recorded delivery. Complaints should be made within seven days of the occurrence of the event that initiated the complaint. We will acknowledge receipt of the complaint within three working days.
 24. We will endeavour to reply in full within fourteen days of receiving the complaint. All courses must be completed within twelve months of the booking. After this time, the Contract expires and any unused training is null and void.
 25. When booking a course, a candidate agrees to be bound by the above
- Terms and Conditions issue date 25/05/2018