



Tri-Coaching Instructor Training Agreement

1. DEFINITIONS

1.1 In this Agreement the following expressions will have the following meanings unless inconsistent with the context:

1.1.1 'ADI' means an Approved Driving Instructor

1.1.2 'Charges' means the fees and charges payable to Us in respect of the Services for the Tri-Coaching Instructor Training Course whether as a lump sum payment or staged payments

1.1.3 'Trainer' means the Instructor Trainer You will be allocated

1.1.4 'DVSA' means the Driver and Vehicle Standards Agency

1.1.5 'NDI' means a New Driving Instructor to whom the DVSA will issue a reference number upon application by You (also known as Personal Reference Number)

1.1.6 'PRN' means a Personal Reference Number which the DVSA will issue upon application by You (also known as NDI Reference Number)

1.1.6 'Part 1', 'Part 2' and 'Part 3' means the relevant part of the process specified by the DVSA to be undertaken by persons wishing to qualify as an ADI, being Theory (Part 1), Driving Ability (Part 2) and Instructional Ability (Part 3) and 'Part' or 'Parts' shall be construed as meaning any one or more of these parts as appropriate

1.1.7 'Services' means the services which We provide to You (including any of them or any part of them) under this Agreement

1.1.8 'We/Us/Our/TCP' means Tri-Coaching Partnership Limited (registered number 7800935) whose registered office is at 6 Pearmain Way, Ashford, Kent, TN23 5JL

1.1.9 'You/Your' means the customer receiving driver instructor training under the terms and conditions of this Agreement

1.1.10 'TCIT' means Tri-Coaching Instructor Training and is the course that We supply to You as part of our Services

2. DVSA APPROVAL

2.1 Our obligations under this Agreement apply regardless whether You have had an application to become an ADI approved by the DVSA.

2.2 You confirm that:

2.2.1 You do not have any criminal convictions or You have had a check that has been approved by the DVSA;

2.2.2 You hold a clean, current and full driving licence or You have been approved by the DVSA; and

2.2.3 You are medically fit to drive and that Your eyesight meets the DVSA test standard and You will notify Us of any change to Your circumstances which cause any of these statements in paragraph 2.2 to be incorrect.

2.3 If any of the matters referred to in paragraph 2.2 above or any other information You have provided to Us in relation to this Agreement is, or becomes at any time, not correct We or You may, by notice in writing to You or Us, terminate this Agreement. If We or You terminate this Agreement under this paragraph 2.3 We may retain from any monies You have paid to Us, a sum equal to any administrative costs We have incurred in relation to this Agreement (capped at a maximum of £100) plus the cost of any training and training materials which You do not return to Us in an unused condition.

3. PART 1 – THEORY

3.1 TCIT is an integrated training programme. There are no specified number of hours that focus on Part 1. It is Your responsibility to ensure You understand what is required for the Part 1 test. There are 12 In Car sessions in total, each lasting around 3 hours; and 3 In Class sessions included in the TCIT. These In Class sessions may be 'virtual' with materials, videos and online training.

3.2 The standards which You will need to achieve to pass Part 1 are specified by the DVSA. In relation to Part 1 We will provide You with the following in order to assist You to seek to achieve those standards:

3.2.1 Access to Driving Test Success – an online range of theory test questions, practice questions, and mock tests; as well as hazard perception training clips

3.2.2 Access to written training materials – TCIT Course Book and TCIT Record of Progress - and publications supplied in the TCIT Resource Pack

3.2.3 Administrative support.

3.3 You will arrange Your Part 1 test with the DVSA and will pay the fee for the Part 1 test directly to the DVSA. We may provide You with advice as to whether and when You are ready to take Your Part 1 test. However if We recommend that You are ready to take Your Part 1 test, We do not give any guarantee that You will successfully pass such test. Should You need to re-sit Your Part 1 test, You will be responsible for paying any applicable fees directly to the DVSA and for arranging to re-sit Your Part 1 test with the DVSA.

3.4 Upon Your request, We may provide You with training in relation to Part 1 in addition to that set out in paragraph 3.1 above. Any such additional training falls outside of this Agreement therefore we shall be entitled to charge You for such additional training. All additional training must be paid for in advance to Us and not to Your Trainer.

3.5 If you fail your Part 1 test twice we will pay for your third attempt, providing your Trainer confirms that you have put in the time to prepare fully for this test.

4. PART 2 – DRIVING ABILITY

4.1 TCIT is an integrated training programme. There are no specified number of hours that focus on Part 2. It is Your responsibility to ensure You understand what is required for the Part 2 test. There are 12 In Car sessions in total, each lasting around 3 hours; and 3 In Class sessions included in the TCIT. These In Class sessions may be 'virtual' with materials, videos and online training.

4.2 The standards which You will need to achieve to pass Part 2 are specified by the DVSA. In relation to Part 2 We will provide You with the following in order to assist You to achieve those standards:

4.2.1 Access to written training materials – TCIT Course Book and TCIT Record of Progress – and publications supplied in the Resource Pack

4.2.2 In-car tuition by a suitably qualified and experienced Trainer, who will provide the vehicle for this tuition

4.2.3 Optional use of the Trainer's vehicle for the purpose of taking Your Part 2 test. You will use the vehicle solely for this purpose and You will be responsible for meeting any costs incurred as a result of any damage sustained to the vehicle or any accident involving the vehicle whilst in Your custody which is not met by the Trainer's insurance policy.

4.3 You will arrange Your Part 2 test with the DVSA and will pay the fee for the Part 2 test directly to the DVSA. You are responsible for ensuring the Trainer is available on this date and time if you wish to use the training vehicle. As at the date of this Agreement, the DVSA require You to have passed Your Part 2 and 3 tests within 2 years of passing Your Part 1 test. It is Your responsibility to ensure that You arrange Your Part 2 test in a timely manner so as to enable You to meet this requirement (or any variation to it). We may provide You with advice as to whether and when, in Our opinion, You are ready to take Your Part 2 test. However if We recommend that You are ready to take Your Part 2 test, We do not give any guarantee that You will successfully pass such test.

4.4 Should You need to re-sit Your Part 2 test, You will be responsible for paying any applicable fees directly to the DVSA and for arranging to re-sit Your Part 2 test with the DVSA. We will provide You with a vehicle for the purpose of re-sitting Your Part 2 test upon Your request and We shall be entitled to charge You for such use at Our then current rates. Your use of such vehicle shall be in accordance with paragraph 4.1.3.

4.5 Upon Your request, We may provide You with training in relation to Part 2 in addition to that already received. Any such additional training falls outside of this Agreement therefore we shall be entitled to charge You for such additional training. All additional training must be paid for in advance to Us and not to Your Trainer.

4.6 If you fail your Part 2 test twice we will pay for your third attempt, providing your Trainer confirms that you have put in the time to prepare fully for this test.

4.7 You will need to advise Us of the outcome of every Part 2 test attempt (whether You have passed or failed), the date of the test and the overall score You achieved. Where You have passed You must submit a copy of Your DL25 Part 2 pass to Us as soon as possible.

5. PART 3 – INSTRUCTIONAL ABILITY

5.1 TCIT is an integrated training programme. There are no specified number of hours that focus on Part 3. It is Your responsibility to ensure You understand what is required for the Part 3 test. There are 12 In Car sessions in total, each lasting around 3 hours; and 3 In Class sessions included in the TCIT. These In Class sessions may be 'virtual' with materials, videos and online training.

5.2 The standards which You will need to achieve to pass Part 3 are specified by the DVSA. In relation to Part 3 We will provide You with the following in order to assist You to seek to achieve those standards:

5.2.1 Access to written training materials – TCIT Course Book and TCIT Record of Progress - and publications supplied in the Resource Pack

5.2.2 In-car tuition by a suitably qualified and experienced Trainer, who will provide the vehicle for this tuition

5.2.3 Optional use of the Trainer's vehicle for the purpose of taking Your Part 3 test. You will use the vehicle solely for this purpose and You will be responsible for meeting any costs the Trainer incurs as a result of any damage sustained to the vehicle or any accident involving the vehicle whilst in Your custody which is not met by the Trainer's insurance policy.

5.3 You will arrange for Your Part 3 test with the DVSA and will pay the fee for the Part 3 test directly to the DVSA. You are responsible for ensuring the Trainer is available on this date and time if you wish to use the training vehicle. As at the date of this Agreement, the DVSA require You to have passed Your Part 2 and 3 tests within 2 years of passing Your Part 1 test. It is Your responsibility to ensure that You arrange Your Part 3 test in a timely manner so as to enable You to meet this requirement (or any variation to it). We may provide You with advice as to whether and when, in Our opinion, You are ready to take Your Part 3 test. However, if We recommend that You are ready to take Your Part 3 test, We do not give any guarantee that You will successfully pass such test.

5.4 Should You need to re-sit Your Part 3 test, You will be responsible for paying any applicable fees directly to the DVSA and for arranging to re-sit Your Part 3 test with the DVSA. We will provide You with a vehicle for the purpose of re-sitting Your Part 3 test upon Your request and We shall be entitled to charge You for such use at Our then current rates. Your use of such vehicle shall be in accordance with paragraph 5.2.3.

5.5 Upon Your request, We may provide You with training in relation to Part 3 in addition to that already received. Any such additional training falls outside of this Agreement therefore we shall be entitled to charge You for such additional training on behalf of your Trainer. All additional training must be paid for in advance to Us and not to Your Trainer.

5.6 If you fail your Part 3 test twice we will pay for your third attempt, providing your Trainer confirms that you have put in the time to prepare fully for this test.

5.7 You will need to advise Us of the outcome of every Part 3 test attempt (whether You have passed or failed), the date of the test and the overall score You achieved. Where You have passed You must submit a copy of Your ADI26 Part 3 pass to Us as soon as possible.

6. MATERIALS AND TUITION

6.1 We will send the training materials to Your nominated address. Our supplier is Ideas4ADIs.

6.2 If You cancel any In Car training on less than one week's (7 days') notice such training shall be deducted from the total number of sessions specified in paragraphs 3.1, 4.1, 5.1. If You so cancel tuition which You have requested Us to provide under paragraphs 3.4, 4.5 and 5.5 which is additional to Your entitlement under paragraphs 3.1, 4.1 and 5.1 then We shall be entitled to retain the charges You have paid for that tuition.

6.3 We will use reasonable endeavours to fulfil any in-car tuition You have booked.

7. YOUR RIGHT TO CANCEL

7.1 If You are a consumer (ie You are not purchasing either wholly or in part for Your business or You are not a business) You have the right, in addition to Your other rights, to cancel this Agreement within 16 days without giving reason and receive a full refund of any payment You have made to Us. To exercise the right to cancel You must inform Us of your decision to cancel this contract by phone, email or post within 16 days starting with the day after the date stated on the email that you receive including this agreement (“Cooling Off Period”). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cooling Off Period has expired.

7.2 In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 if You have either: i) agreed that the Part 1, Part 2 or Part 3 training can start within the Cooling Off Period; or ii) accessed your E-Learning Package software within the Cooling Off Period*; then Your right to cancel this Agreement and receive a full refund will end as soon as the training starts or at the time of your access of the E-learning package software.

7.3 If You choose to cancel within the cooling off period, then You must return any written training materials We may have sent to You to us at the return address provided when You received the written materials. The training materials must be in an unused condition and returned at Your cost. We advise You to ensure these materials are adequately insured during the return journey. We may withhold reimbursement until we have received the training materials back or you have supplied evidence of having sent back the training materials, whichever is the earliest. * In the course of accessing the E-learning Package software during the Cooling Off Period you would have provided us with your express consent to start the access before the expiry of the Cooling Off Period and you expressly acknowledged in doing so that your right to cancel and obtain a full refund would be lost.

7.4 You shall send back the written materials without undue delay and in any event not later than 16 days from the day on which you communicate your cancellation from this agreement to us or when requested to do so by us, whichever occurs later.

7.5 If You have not returned the materials within 16 days of cancellation or when requested by us to do so, whichever occurs later, We shall be entitled to recover the materials from You and deduct from Your refund Our direct costs of recovering the materials.

8. REFUNDS ON CANCELLATION OF THIS AGREEMENT

8.1 The refund that You will be entitled to on cancellation of this Agreement will depend on: i) how you have paid for the training; ii) whether the Cooling Off Period has expired at the time of Your cancellation; and iii) whether You have commenced any or all parts of the training.

8.2 If You are paying for Your training under Our Instalment Agreement then whether you are entitled to a refund will depend on how much You have paid under the Agreement and how many parts of the training you have commenced at the time of your cancellation of this Agreement. If You have undertaken more training than You have paid for in instalments at the point of cancellation You must pay Us any outstanding sums that You owe to Us within 16 days.

8.3 Where a refund is owed, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

9. PAYMENTS

9.1 The cost of the course is £3300 including VAT. You are able to pay this in instalments of £300 a month for eleven months.

9.2 If you pay for the course in full in advance the cost is £3000 (including VAT).

9.3 If you cancel your instalment payment plan or default on a payment before completing the payments we will take immediate action to recover the outstanding debt. We use Debt Guard Solicitors.

10. GENERAL

10.1 We are not liable for any death, loss or injury sustained by You during or after the tuition unless such death, loss or injury is due to Our negligence or breach of this Agreement.

10.2 If We or You choose not to rely on any of Our rights under this Agreement, this does not affect Our or Your liability to rely on these same rights in future.

10.3 We may assign, hold on trust, licence or sub-contract all or any part of Our rights or obligations under this Agreement. In particular, We may provide the Services (or any part of them) through third party driving instructors.

10.4 This Agreement is personal to You and You may not assign; hold on trust; licence; sub-contract or re-sell all or any of Your rights or obligations under this Agreement without Our prior written consent.

10.5 No one else shall be able to enforce any of the terms of this Agreement.

10.6 By providing Tri-Coaching Partnership Limited with Your personal data and contact details, You consent to the use of that data and to being contacted by Us by post, telephone, e-mail, SMS or other electronic means, to inform You about products and services which We consider may be of interest to You. However, You can contact the Tri-Coaching Partnership in writing at any time to withdraw your consent by writing to: Graham Hooper, 6 Pearmain Way, Ashford, Kent, TN23 5JL.

10.7 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement will be governed by the relevant United Kingdom law. The English Courts (if You live in England), Scottish Courts (if You live in Scotland) or Welsh Courts (if You live in Wales) will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. You and We agree to submit to that jurisdiction.