



watch.learn.drive.

Fusion Hive,  
North Shore Road  
Stockton-on-Tees, TS18 2NB  
0800 09 88 321

## Terms and Conditions for delivering our training products:

### Definitions

Driver and Vehicle Standards Agency known from hereon as: DVSA.

"You" or "Your" is You and Your business as an ADI and/or as a Driving School.

"We", "Our" or "Us" is watch.learn.drive.com Ltd (and our t/a names: SmartDriving; DRIVE and any 3<sup>rd</sup> party we provide services to).

"Trainee" is Our customer that has purchased an ADI training program from "Us".

"Training Session" is training delivered by You at Our request as outlined in any Purchase Order.

"Agreement" is these Terms and Conditions of the Contract described herein.

### General

These Terms form an Agreement between You and watch.learn.drive.com Ltd (Us) on a 'business to business' basis.

This Agreement is for 12 months from the date of the signature. It will renew automatically for a further 12 months' period unless 28 days' notice is given in writing before the commencement of a further 12 month period.

By signing this Agreement, You agree with the Terms and Conditions of the Contract wholly.

By signing this agreement, You confirm that You:

- a) are an ADI holding a valid ADI Registration Certificate;
- b) Your vehicle is insured and road worthy so as to cover the vehicle for the full purposes of delivering driver training as set out in the Road Traffic Act.
- c) shall at all times be polite, clean and tidily clothed and shall maintain such standards with regard to cleanliness, clothing, appearance or demeanour as are reasonably necessary to maintain the uniformly high standards associated with the Us.
- d) will use Your best endeavours to maintain the highest standards in all matters connected with Us and shall not sell anything or provide any services which do not conform with the standards associated with Us or of which We do not approve.
- e) will at all times act in accordance with the DVSA's ADI 'Code of Conduct', ORDIT Terms and Conditions and adhering at all times to the Road Traffic Act.
- f) have read and agree to Our Privacy and GDPR policies and understand how they apply to You.

We want to have a successful working relationship with You and this Agreement is to create a fair working environment and relationship between You and Us. We will always work with You to resolve any issues, but we reserve the right to withhold payment of an invoice until any issues are resolved.

You must not defame the name or reputation of Us under any circumstances. Any dispute is confidential between You and Us and if it cannot be resolved amicably will be settled under English Law.

In the event of any breach of these Terms We reserve the right to withhold payment of an invoice.

### Training Format

1. All Training Sessions are delivered as prescribed by Us in this Agreement.
2. We promote and believe in the benefits of 2:1 training. This is in the interests of both clients and trainers. All Training Sessions must be delivered 2:1 unless paragraph 3. b) or 4. b) apply. In which case, consent will be given in writing from Our Support Team.
3. Our contract with the Trainee states that we will provide two (2) half day, four (4) hour sessions for Part 2 on a 2:1 basis.
  - a) With our consent, this may be delivered as one (1) full day of eight (8) hours.
  - b) On occasion, you may be offered a single Trainee for 1:1 training. The above still applies.
4. Our contract with the Trainee states that we will provide eight (8) half day, four (4) hour sessions (32 hours) for Part 3 on a 2:1 basis with the preference being two (2) four (4) hour sessions per week.
  - a) With our consent, this may be delivered as 4 days delivered one per week.
  - b) With our consent, this may be delivered as 4 consecutive days.
  - c) On occasion, you may be offered a single trainee for 1:1 training. The above still applies.
  - d) You may be asked to deliver a 'Remedial' Part 3 Training Session on the same format as in Paragraph 3 a) or b).
5. Our contract with the Trainee states that we will provide a Trainee Licence Support Agreement. This will provide (3) half day, four (4) hour sessions (12 hours).
  - a) Two (2) four (4) hour sessions delivered before the end of a 12 week period following the start of the Trainee's Trainee Licence.

- b) The remaining four (4) hour session to be delivered approximately 14 days (2 weeks) prior to the first attempt of the Part 3 Test.
- c) If required, following a test fail (or as requested by us), a further four (4) hour session will be delivered upon request in writing from Our Support Team.
- 6. We would expect a four (4) hour session to include one (1), fifteen (15) minute 'comfort break' or as required.
- 7. We would expect an eight (8) hour training day to start at 9 am and end at 5:30 pm including a half hour break for lunch. We would expect one (1), fifteen (15) minute 'comfort break' in each four (4) hour period or as required.

#### **Arranging Training**

- 8. You will be emailed and SMS from Our Support Team with details of the session and details of the Trainee(s).
- 9. We would request that Training is scheduled for a date as soon as possible (We expect that 2 weeks is reasonable) but appreciate weekly variations in availability may occur.
- 10. Having identified suitable training dates in your diary, We would expect You to make contact with the trainee(s) via telephone within 24 hours of receiving the email/SMS from Us.
- 11. If for any reason You do not want or are unable to do the training (including scheduling issues as per Paragraph 9), please inform Us within 24 hours so we can make alternative arrangements.
- 12. If you are having difficulty in contacting any Trainee, please inform Us within 24 hours so we can follow up.
- 13. As per Our contract, Trainee(s) are expecting to receive what is outlined in Paragraphs 1. to 7, above.
- 14. As per Our contract, We expect Our Trainee(s) to travel to a location to meet You for training. Trainee(s) are expecting to be trained at, or as close to, a local ADI Part 2/3 test centre. (Where restrictions on parking or access apply, a suitable meeting place close by is acceptable).
- 15. Once training is discussed and confirmed, please arrange dates and times immediately via our CRM portal so that all parties receive confirmation in writing.
- 16. Trainee(s) will be asked to confirm dates via the CRM portal. Once Trainee(s) confirm the dates, We will issue a Purchase Order Number (PON). The PON forms a 'one-off' contract between You and Us for the delivery of the Training Session as outlined in the Purchase Order. Trainee(s) will be prompted every three (3) days until they either confirm or decline dates. If You do not receive a PRN after 7 days of arranging the training, please immediately contact Our Support Team.
- 17. Please ensure you follow up any communications with Our Trainee(s) in writing by sending an email via our CRM portal.
- 18. Please inform Us immediately of any issues regarding the delivery of the training including cancellations, rescheduling or non-attendance in writing to Our Support Team. In any matter of urgency, please call 0800 09 88 321 opt 2.

#### **Delivery of Training**

- 19. Training must be delivered in your training vehicle unless expressly requested by the Trainee(s) to be delivered in their vehicle. Consent must be requested in writing from Our Support Team.
- 20. Trainee(s) cannot 'borrow' days from any Part 3 allocation in order to 'top-up' Part 2 Training (or vice-versa).
- 21. If a Trainee(s) contacts You directly for training, please refer them to Us and Our Support Team. Under NO circumstances must You arrange or deliver training without our written consent as per Paragraphs 8-18. Any training arranged/delivered in this instance will NOT be paid for.
- 22. We ask Our Trainees to give You and Us 14 days' notice of cancellation in writing. We will make all efforts possible to relay this information to You. The Trainee(s) will forfeit any entitlement if this is not the case, but we will honour the PO.
- 23. We ask that You give Us and Our Trainee(s) 14 days' notice of cancellation in writing. If in exceptional circumstances You do not, we expect You honour the PO at a later date.
- 24. We insist that you ONLY use Our Visual Teaching Systems (VTS) as training aids.

#### **Upon Completion of Training**

- 25. Please ensure you mark the Trainee(s)' competencies and actions in the online Training Session Reports (TSR) portal in the presence of the Trainee(s). This is to ensure their understanding and agreement of any points made.
- 26. Please ensure you encourage the Trainee(s) to complete the TSR paperwork and reflective sheets and upload the images to the TSR Online portal.
- 27. If you are not able to access the TRS online (due to poor internet signal etc), please submit to TSR Online as soon as is practically possible.
- 28. If You feel that a Trainee is not ready for test, You must make note of this on the TSR.
- 29. If a Trainee needs or requests any extra training over and above that which is stipulated in Paragraphs 3 to 5 above, You are permitted to sell extra training directly, please inform us immediately in writing to Our Support Team. As this would not be included in any Course purchased from us, it must be made clear to the Trainee that the agreement is with You and not with Us - this is under a separate agreement between You and the Trainee.
- 30. If you offer Your car for test, this will be under a separate agreement between You and the Trainee(s). We do not include test fees or the use of a car for tests in our Course Fees.
- 31. Whilst we experience very few issues, please direct any questions, concerns or issues from the Trainee(s) to Our Support Team.

#### **Payment Terms and Invoicing**

- 32. We will pay £220 per eight (8) hour session of training.
- 33. Invoices will be paid by BACS (unless agreed otherwise). Please allow up to 28 days following submission of an invoice.

34. If You have/are asked to travel a sizeable distance in order to conduct the training, We will consider extra funds, but this must be agreed in writing before the booking/commencement of training.
35. Invoices will be issued immediately upon You marking the session 'complete' in the TSR Online. An email with the invoice attached will be sent to You immediately upon marking session as 'complete'.
  - a) If, after marking a session as complete, You do not receive an email, please inform us immediately in writing to Our Support Team.
  - b) If the invoice has any issues, inform us immediately in writing to Our Support Team.

#### **Trainee Licence**

36. You **MUST NOT** complete an ADI21t form unless specifically requested by us. Please inform any Trainee(s) to contact us.
37. You (and/or Your Driving School) may NOT offer a Trainee(s) a place as a PDI or ADI with Your or any other Driving School without a formal 'ADI/PDI Referral Agreement' in place. We reserve the right to demand a 'referral fee' in this instance.

#### **Plagiarism, Copyright and Data Protection**

38. You must not copy, distribute, sell or use any watch.learn.drive.com Ltd's products without our expressly written consent. We value our copyright and Intellectual property and will take steps to safeguard it. We take plagiarism seriously.
39. You must not pass on the name of any of our Trainee(s) to any 3<sup>rd</sup> party without Our or the Trainee(s) expressly written consent. Doing so may be a breach of Data Protection laws.
40. You must sign and agree to Our GDPR policy.

#### **Consequences of Breach of Contract**

We ask for a 12 month agreement in place so that no trainee is ever left in a position where there is no trainer to see them to the end of their 12 month training contract with us.

Any training/development/support delivered to you by us is free of charge to you. However, should – during a 12 month period an Agreement is in force – you refuse to deliver training as per the terms of this agreement, then we reserve the right to pursue the full cost of £999.99 for the training delivered to you.

#### **Agreement**

These Terms and Conditions contain the entire Agreement between the parties and no representations, warranties, inducements or promises made by Us, whether oral or otherwise and no other agreements whether oral or otherwise not embodied herein and no custom or practice of the parties or any part of them at variance with the terms hereof shall add to or vary this Agreement or be of any force or effect.

I understand and agree to these Terms and Conditions wholly and I agree to abide by them completely:

Signed by:..... Print Name:.....(Please initial each page)

Date...../...../..... On Behalf of:.....

Address.....Postcode.....

Position Held:.....

On behalf of watch.learn.drive.com Ltd:

Signed by:..... Print Name:.....(Please initial each page)

Date...../...../..... Position Held:.....