

Terms and Conditions

General

These are our standard terms of business applicable to all customers unless varied by written agreement.

“Us or our Phoenix Means Phoenix Training.

“Attendees” Means drivers or other persons attending the training course.

“Course” Means the terms of training for driver or escort/PA under the rules operated by NACT and the subsequent registration with the relevant authorities.

“Booker or your ” Means the person or entity making the reservation for training.

“Booking” Means a reservation for training.

All courses are not an offer by us; but an invitation for bookers to make an offer to us. Bookers make this offer when they Supply us with dates and or venues Phoenix Training are able to accept or reject any such offers. Once you have received an email from us confirming our acceptance of your booking there is a binding contract in place. Please check the confirmation e-mail very carefully. If there are any discrepancies or it is not what you the booker requested, please contact us immediately and in any event within 48 hours.

The booker guarantees that he or she has the authority to accept and does accept these terms and conditions on behalf of all attendees. The booker undertakes that they have authority to act on behalf of all attendees in the party. This includes accepting any communications / correspondence from us on behalf of all attendees.

Bookers have to be at least 18 years old.

By providing the bookers name and contact details the bookers consents to our use of these contact details in all later correspondence in relation to the booking. It is particularly important that the contact details provided to us are correct.

Changes to Attendees

Named persons can be substituted for another at no additional cost. Adding to the attendees will be subject to space available and charged at the prevailing rate. No refunds will be offered for a reduction in the number of attendees.

Payment Non Account Bookers

All fees are due within 7 days of acceptance of your booking, If fees have not been paid in full within 7 days of confirmation email being sent Phoenix Training reserve the right to cancel the reservation without notice at any time prior to course check-in.

Phoenix Training will not be responsible for any costs resulting from unpaid reservations.

Payment for credit account Bookers

Credit facilities are dependant upon the number of attendees. A deposit will still fall due upon reservation and prior to course commencement.

All customers who have arranged credit facilities will be expected to pay for all

attendees booked onto the course, even if the attendees do not check-in correctly or fail to attend.

All remaining fees fall due at commencement of the course.

All fees unpaid 5 days after the course will result in legal action to recover sums and attendees will NOT be registered with The DSA driver CPC database to hours spent on the course.. It is therefore imperative that fees are paid promptly. Phoenix Training will not be responsible for any losses incurred to bookers or attendees as a result of non-registration of their course attendance due to failure to pay fees.

Refunds and transfers.

Refunds will only be made where 28 days notice of cancellation; refunds under this term are subject to administration fee and credit card handling charges.

Refunds will only be made if Phoenix Training cancel a course for any reason.

Refunds will not be made if trainees fail to satisfy the check-in criteria or leave early or are refused entry or removed from a course.

We shall only make a refund to the booker who may be required to produce satisfactory proof of original payment. Refunds will be made to the credit or debit card used to make the original booking.

Transfers will only be permitted subject to space availability and by written confirmation. Subject to administration costs and the prevailing rate at time of request.

Languages

Following confirmation of a reservation, after sales support shall be provided by our customer services team in English. All training will take place in the medium of English unless otherwise stated on your booking confirmation.

Requirement for Check-in at the Venue

On check-in attendees are required to present certain information relating to their identity. This must include the Booking Reference confirmed by us.

All attendees for CPC must show their current Driving Licence paper part and photo card. Where a photo card has not been issued for old style paper licences, these must be accompanied by a current valid passport. Please note that Driver CPC cards cannot be issued to drivers who do not hold a photo card licence.

Attendees already in possession of a Driver Qualification Card must bring this to the course. This will apply to any drivers who passed their PCV test after 10th Sept 2008, For HGV after 10th Sept 2009.

Bookers and attendees must arrive at the training venue 30 minutes prior to the commencement of the course. It is the bookers' responsibility to ensure that attendees comply with these deadlines details.

In any event we reserve the right not to accept attendees less than 10 minutes before the scheduled start time of the Course. If attendees fail to present themselves for check-in by the time limits stated above, or appear to be improperly documented and not ready to participate, we may refuse to allow

them entry and will not be liable for any loss or expense due to attendees failure to comply with these provisions.

Cancellation of Training

We reserve the right to cancel any training session for safety reasons or for circumstance beyond our control or any other reason whatsoever. Should we have to cancel a training session you will be offered a free transfer on to another course of the same content within the United Kingdom at the prevailing rate of that course or a full refund of fees paid.

Phoenix Training accept no responsibility for any other costs incurred by the booker or attendees.

Conduct During Course

If in our reasonable opinion bookers or attendees conduct within the training environment poses a risk so as to endanger any person or property, or obstruct the trainers in the performance of their duties, or use any threatening, abusive or insulting words towards the trainers or behave in any of these ways towards the training team, or behave in a disorderly manner or in a manner to which other attendees may reasonably object, we may take such measures as we deem necessary to prevent continuation of such conduct including restraint or removal from the venue. Attendees may be prosecuted for offences committed. Bookers will indemnify us for all costs arising from attendees improper conduct during the course.

If as a result of attendees conduct we decide, in exercise of our reasonable discretion, to postpone or cancel the course for the purpose of removing attendees from the venue then bookers must pay to us all costs which we incur of any nature whatsoever as a result of or arising out of that postponement or cancellation.

Venue Provision

Where training is to be carried out on a customers own premises, they must satisfy all Health and safety regulation at the current time.

Provision will need to be made for:

- Access to the 'training room' approximately 1 hour before the course is due to start.
- A Table for equipment and surface to project an image (a projector screen or unobstructed white wall)
- Electricity supply and extension where necessary
- Ability to reduce ingress of natural light
- Sufficient seating for each attendee
- The facility and provisions for making tea and coffee
- Sufficient toilets and rest areas
- Noise and interference should be kept to a minimum so as not affect any individual's learning