

## 1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- (a) **Booking Helpline:** means the telephone number to be used by you for the purpose of arranging, amending or cancelling a Practical Driver Training Session (details of the telephone number can be found on the Scheme Website);
  - (b) **Event Outside Our Control:** is defined in clause 9.2;
  - (c) **Nominated Service Provider:** means a service provider approved and appointed either by NFU Mutual Risk Management Services Limited or by one of our Nominated Service Providers to provide any of the Services to you from time to time;
  - (d) **Online Training Module:** means the online training modules and assessments to be completed by you as part of the Services, as detailed in your Order and on the Scheme Website;
  - (e) **Order:** your order for the Services as set out in your 'welcome pack' and accompanying materials;
  - (f) **Practical Driver Training Session:** means the practical, on-the-road driver training to be provided to you as part of the Services, as detailed in your Order and on the Scheme Website;
  - (g) **Scheme Website:** means the website at [www.nfumutual.co.uk/drivertraining](http://www.nfumutual.co.uk/drivertraining);
  - (h) **Services:** the driver training services that We are providing to you as set out in your Order, which include the Practical Driver Training Sessions and the Online Training Modules;
  - (i) **Terms:** the terms and conditions set out in this document; and
  - (j) **We/Our/Us:** means NFU Mutual Risk Management Services Limited registered in England and Wales with Company Number 03350057 whose registered office address is Tiddington Road, Stratford Upon Avon CV37 7BJ and / or (where the context requires) any Nominated Service Provider from time to time engaged by us to provide the Services to you on our behalf.
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

## 2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which We supply the Services to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign and submit the Order to us. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.
- 2.3 When you sign and submit the Order to Us, this does not mean that We have accepted your order for Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Order.
- 2.4 These Terms will become binding on You and Us when We issue you with a written acceptance of your Order and request payment for the Services from you in accordance with clause 7.2. At this point a contract will come into existence between you and Us.
- 2.5 If any of these Terms conflict with any term of the Order, these Terms will take priority.
- 2.6 We shall assign an order number to your Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 2.7 On or prior to our acceptance of your Order, we shall provide you with your 'welcome pack' in respect of the Services, which shall provide you with registration details and instructions for the Scheme Website. You will need to register on the Scheme Website and follow the instructions on the Scheme Website in order to arrange and book the supply of Services to you. You must keep your registration details (including any login and / or password information) relating to the Scheme Website secure and confidential such that only you have access to such details. Please contact us immediately if you become aware or suspect that any login or password details have been disclosed to an unauthorised party.

## 3. CHANGES TO ORDER OR TERMS

- 3.1 We may revise these Terms from time to time in the following circumstances:
- (a) changes in how We accept payment from you;
  - (b) changes in relevant laws and regulatory requirements.
- 3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 10.
- 3.3 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 10.

## 4. PROVIDING SERVICES

- 4.1 We will supply the Services to you in staged phases over a period of three (3) years from the start date of your contract with us. These staged phases and the intervals at which the Services shall be supplied to you shall be as set out in your Order.
- 4.2 You must comply with certain requirements and / or supply certain information to Us to enable Us to provide the Services to you. These requirements are set out in clause 5 below. If you do not comply with these requirements after being asked by Us and / or you do not provide Us with complete and accurate information, then clause 10 and clause 12 specify the circumstances in which We may request payment of additional charges from you and /or suspend or cancel the performance of the Services to you. We will not be liable for any delay or non-performance where you have not complied with these requirements and / or you have not provided this information to Us after We have requested it.
- 4.3 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 9 for Our responsibilities when an Event Outside Our Control happens.
- 4.4 If you do not pay Us for the Services when you are supposed to as set out in clause 7.1, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 7.5). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 7.3.

## 5. YOUR RESPONSIBILITIES

- 5.1 Scheme Registration  
In order to receive the Services from Us you will need to register your details on the Scheme Website in as set out in clause 2.7. Once you have registered, you must ensure that you keep us informed (using the Scheme Website) of any changes in your contact details during the term of your contract.
- 5.2 Practical Driver Training Sessions (Year 1 and Year 3 of your contract)  
The Practical Driver Training Sessions are to be provided by us using your vehicle which you shall provide for this purpose in accordance with these Terms. We will only be required to provide a Practical Driver Training Session to you where you have fully complied with the following requirements:
- (a) We have received from you in full (in cleared funds) payment for the Services in accordance with clause 7.2;
  - (b) You must book a time, date and location for the supply of the Practical Driver Training Session to you within the relevant timescales as set out in your Order. Such booking must be completed using the Scheme Website or the Booking Helpline. Details of these booking requirements and instructions as to how and when to complete and amend your booking can be found on the Scheme Website. Except where there is an event that is outside of your control which means that you are unable to do so, you must provide us with at least 5 working days notice if you are unable to attend a Practical Driver Training Session that you have booked with us by either amending your booking using the Scheme Website or by contacting us using the Booking Helpline. If you do not provide us with this advance notice, then you may be required to pay us a booking cancellation charge in accordance with clause 10.2;
  - (c) You must be at your specified location and ready to commence a Practical Driver Training Session at the appointment time that you have agreed with us;
  - (d) You must be in a safe and fit condition to drive a vehicle at the time of your appointment. You must not be intoxicated or in any other way inhibited from driving safely. If we (acting reasonably) consider or suspect that you are not fit to drive for any reason at the time of your appointment, then we may suspend or cancel the Practical Driver Training Session in accordance with clause 10 or clauses 12.4 and 12.5;

- (e) You must ensure that your vehicle is ready and available to use for the **Practical Driver Training Session**. Your vehicle must be insured, fuelled and be presented to us in a road worthy and safe condition and in good working order and you shall ensure that such vehicle has been maintained in accordance with and complies with all applicable legal and regulatory requirements relating to such vehicle. Prior to commencing the **Practical Driver Training Session** We shall be permitted to perform checks on your vehicle including the following: (i) tyre condition; (ii) oil levels; (iii) screen wash; (iv) condition of wiper blades; (v) condition of lights; (vi) condition of indicators; (vii) electrics; and (viii) whether there is sufficient fuel in the car for the purpose of the **Practical Driver Training Session**. We shall also be permitted to conduct a damage inspection of your vehicle and a static brake and steering check. If we (acting reasonably) are not satisfied with the condition of your vehicle for any reason and we reasonably believe or suspect that the vehicle may be unfit or unsafe for the **Practical Driver Training Session**, then we may suspend or cancel the **Practical Driver Training Session** in accordance with clause 10 or clauses 12.4 and 12.5;
- (f) you must provide Us with: (i) a certificate of insurance confirming appropriate insurance cover in respect of your use of the vehicle for the **Practical Driver Training Session**; (ii) your full, valid driving licence; and (iii) the vehicle's MOT certificate (where applicable).

### 5.3 Online Training Modules (Year 2 of your contract)

You must complete the **Online Training Modules** within the timescales specified in your **Order** using the **Scheme Website**. Full details of the **Online Training Modules** and instructions as to how and when to complete them will be on the **Scheme Website**.

## 6. IF THERE IS A PROBLEM WITH THE SERVICES

- 6.1 In the unlikely event that there is any problem with the **Services** or you are dissatisfied with any **Services** that we provide to you:
- please contact Us and tell Us as soon as reasonably possible (you can find our contact details at clause 13);
  - please give Us a reasonable opportunity to repair or fix any defect with the **Scheme Website**. We will use every effort to repair or fix any defect as soon as reasonably practicable.
- 6.2 As a consumer, you have legal rights in relation to **Services** not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these **Terms** will affect these legal rights.

## 7. PRICE AND PAYMENT

- 7.1 The price of the **Services** will be as set out in your **Order**. This price includes VAT.
- 7.2 You must pay for the **Services** in full, in advance (and in cleared funds) prior to us commencing the **Services** for you. We will invoice the price of the **Services** at the commencement of your contract. Your rights to a refund on cancellation are set out in clause 10.
- 7.3 Each invoice will quote your **Order** number. You must pay each invoice in cleared monies within 30 calendar days at the date of invoice by cheque or by BACS. You can find further information about our payment details in your new business welcome pack which we shall provide to you on or before our acceptance of your **Offer**.
- 7.4 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 7.5 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 7.3 will not apply for the period of the dispute.

## 8. OUR LIABILITY TO YOU

- 8.1 If We fail to comply with these **Terms**, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the **Terms** or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 8.2 Where We provide **Practical Driver Training Session** in your vehicle, We will make good any damage to your vehicle to the extent that it is caused by Us in the course of

performing the **Services**. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your vehicle that We discover in the course of performance by Us or any faults or damage that are caused by you during a **Practical Driver Training Session**. You shall be responsible for your vehicle (including any damage caused to it) whilst you are driving.

- 8.3 We only supply the **Services** for domestic and private use. You agree not to use the **Services** for any commercial, business or re-sale purpose.
- 8.4 We do not exclude or limit in any way Our liability for:
- death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - fraud or fraudulent misrepresentation;
  - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
  - defective products under the Consumer Protection Act 1987.

## 9. EVENTS OUTSIDE OUR CONTROL

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these **Terms** that is caused by an **Event Outside Our Control**.
- 9.2 An **Event Outside Our Control** means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 9.3 If an **Event Outside Our Control** takes place that affects the performance of Our obligations under these **Terms**:
- We will contact you as soon as reasonably possible to notify you; and
  - Our obligations under these **Terms** will be suspended and the time for performance of Our obligations will be extended for the duration of the **Event Outside Our Control**. Where the **Event Outside Our Control** affects Our performance of **Services** to you, We will restart the **Services** (including rescheduling any cancelled **Practical Driver Training Session**) as soon as reasonably possible after the **Event Outside Our Control** is over.
- 9.4 You may cancel the contract if an **Event Outside Our Control** takes place and continues for a period longer than 60 days, during which time, we are unable to provide the **Services** to you. Please see your cancellation rights under clause 10. We will only cancel the contract if the **Event Outside Our Control** continues for longer than 6 calendar months in accordance with Our cancellation rights in clause 10.

## 10. CANCELLATION OF A PRACTICAL DRIVER TRAINING SESSION

- 10.1 Where you have failed to comply with any of your obligations as set out in clause 5 and, as a result of your failure(s), we are unable or (acting reasonably) unwilling to provide the **Practical Driver Training Session** to you at the appointed time then we may suspend the performance of such **Services** and refuse to provide the **Practical Driver Training Session** to you at the appointed time. In these circumstances, we shall be entitled to suspend the performance of the **Services** until you have complied fully with your obligations under clause 5, in which case, you may re-book the **Practical Driver Training Session** with us in accordance with clause 10.3.
- 10.2 Where:
- you fail to notify us at least 5 working days in advance that you wish to cancel a **Practical Driver Training Session** which you have booked with us; and / or
  - you have failed to comply with any of your obligations as set out in clause 5 and, as a result of your failure(s), we are unable or (acting reasonably) unwilling to provide the **Practical Driver Training Session** to you at the appointed time;
- then we may charge to you any costs that we have reasonably incurred in starting to fulfil such booking for your **Practical Driver Training Session** and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. Where we charge you for any costs incurred by us in accordance with this clause 10.2, We will tell you in writing in advance what these costs are, but any charges that we make to you in these circumstances will not exceed an amount equal to £100.

- 10.3 If you fail to pay **us** any cancellation costs which are payable to **us** in accordance with clause 10.2, then **we** may suspend the performance of the Services until you have paid such charges to **us**. If you continue not to pay such cancellation costs to **us**, then **we** may cancel the contract in accordance with clauses 12.5(c) and 12.3(b) of these Terms.
- 10.4 Where a **Practical Driver Training Session** is suspended for any of the reasons listed in clause 10.2, then provided you have paid any cancellation costs which are due to **us** in accordance with clause 10.2 and provided your contract has not been cancelled in accordance with clause 12.4 and 12.5), you will be able to arrange an alternative appointment to attend the **Practical Driver Training Session** with **us**. Details as to how to amend your booking can be found on the **Scheme Website**.

## 11. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 11.1 Before **We** begin to provide the **Services**, you have the following rights to cancel your contract for the **Services**, including where you choose to cancel because **We** are affected by an **Event Outside Our Control** or if **We** change these **Terms** under clause 3.1 to your material disadvantage:
- (a) You may cancel your contract for **Services** within 21 calendar days of the later of:
- (i) **our** acceptance of your **Order** in accordance with clause 2.4 of these Terms; or
  - (ii) receipt by you of your 'welcome pack' (in accordance with clause 2.7 of these Terms). To cancel the contract, you should contact **Us** as described in clause 13 of these Terms. **We** will confirm your cancellation in writing to you.
- (b) If you cancel an **Order** under clause 11.1(a) and you have made any payment in advance for **Services** that have not been provided to you, **We** will refund these amounts to you.
- (c) However, if you cancel an **Order** for **Services** under clause 11.1(a) and **We** have already started to provide any **Services** to you by that time, you will pay **Us** any costs that **We** have reasonably incurred in starting to fulfil the **Order**, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. **We** will tell you what these costs are when you contact **Us**. However, where you have cancelled an **Order** because of **Our** failure to comply with these **Terms** (except where **We** have been affected by an **Event Outside Our Control**), you do not have to make any payment to **Us**.
- 11.2 Once **We** have begun to provide the **Services** to you, you may cancel the contract for the **Services** at any time by providing **Us** with at least 30 calendar days' notice in writing. Any advance payment you have made for **Services** that have not been provided will be refunded to you.
- 11.3 Once **We** have begun to provide the **Services** to you, you may cancel the contract for **Services** with immediate effect by giving **Us** written notice if:
- (a) **We** break this contract in any material way and **We** do not correct or fix the situation within 30 days of you asking **Us** to in writing;
- (b) **We** go into liquidation or a receiver or an administrator is appointed over **Our** assets;
- (c) **We** change these **Terms** under clause 3.1 to your material disadvantage;
- (d) **We** are affected by an **Event Outside Our Control** which continues for longer than 6 months.

## 12. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 12.1 If **We** have to cancel your contract for **Services** before the **Services** start:
- (a) **We** may have to cancel your contract before the start date for the **Services**, due to an **Event Outside Our Control** or the unavailability of key personnel or key materials without which **We** cannot provide the **Services**. **We** will promptly contact you if this happens.
- (b) If **We** have to cancel an **Order** under clause 12.1(a) and you have made any payment in advance for **Services** that have not been provided to you, **We** will refund these amounts to you.
- (c) Where **We** have already started work on your **Order** for **Services** by the time **We** have to cancel under clause 12.1(a), **We** will not charge you anything and you will not have to make any payment to **Us**.
- 12.2 Once **We** have begun to provide the **Services** to you, **We** may cancel the contract for the **Services** at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for **Services** that have not been provided to you, **We** will refund these amounts to you.
- 12.3 **We** may cancel the contract for **Services** at any time with immediate effect by giving you written notice if:
- (a) you do not pay **Us** when you are supposed to as set out in clause 7.1. This does not affect **Our** right to charge you interest under clause 7.3; or

- (b) you break the contract in any other material way and you do not correct or fix the situation within 30 days of **Us** asking you to in writing.

- 12.4 Where **we** cancel the contract for **Services** due to your default in accordance with clause 12.3 and **We** have already started to provide any **Services** to you by that time, you will pay **Us** any costs that **We** have reasonably incurred in performing the **Services** and or starting to fulfil such **Services** and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. **We** will tell you what these costs are when **we** contact you in writing.

- 12.5 Where:

- (a) you fail to comply with your obligations under clause 5 and, as a result, **we** are unable or (acting reasonably) are unwilling to provide **Services** to you; and / or
- (b) you fail to book and / or complete any **Services** within the timescales specified in your **Order** in accordance with clauses 5 of these **Terms**;
- (c) you fail to pay to **us** any cancellation charges which are due in accordance with clause 10.2 of these **Terms**;
- then such failures shall be considered a material break in the contract by you and clause 12.3(b) of these **Terms** shall apply.

## 13. INFORMATION ABOUT US AND HOW TO CONTACT US

- 13.1 **We** are a company registered in England and Wales. **Our** company registration number is 03350057 and **Our** registered office is at Tiddington Road, Stratford Upon Avon, Warwickshire CV37 7BJ. Our registered VAT number is 272782632.
- 13.2 If you have any questions or if you have any complaints, please contact **Us**. You can contact **Us** by e-mailing **Us** at <http://www.nfumutual.co.uk/complaints/>.
- 13.3 If you wish to contact **Us** in writing, or if any clause in these **Terms** requires you to give **Us** notice in writing (for example, to cancel the contract), you can send this to **Us** by e-mail, by hand, or by pre-paid post to NFU Mutual Risk Management Services Limited General Insurance Customer Relationship Team at Tiddington Road, Stratford Upon Avon, Warwickshire CV37 7BJ. **We** will confirm receipt of this by contacting you in writing. If **We** have to contact you or give you notice in writing, **We** will do so by e-mail, by hand, or by pre-paid post to the address you provide to **Us** in the **Order**.

## 14. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 14.1 **We** will use the personal information you provide to **Us** to:
- (a) provide the **Services**;
- (b) process your payment for such **Services**; and
- (c) inform you about similar products or services that **We** or any company in our group provide, but you may stop receiving these at any time by contacting **Us**.
- 14.2 You agree that **We** may pass your personal information to:
- (a) credit reference agencies and that they may keep a record of any search that they do; and
- (b) any organisation within our group of companies;
- (c) any Nominated Service Provider;
- (d) any regulatory or other organisation or public body including the police, if **we** are required to do so.
- 14.3 **We** will not give your personal data to any other third party.

## 15. OTHER IMPORTANT TERMS

- 15.1 **We** may transfer **Our** rights and obligations under these **Terms** to another organisation, and **We** will always notify you in writing if this happens, but this will not affect your rights or **Our** obligations under these **Terms**.
- 15.2 This contract is between you and **Us**. No other person shall have any rights to enforce any of its terms.
- 15.3 Each of the paragraphs of these **Terms** operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.4 If **We** fail to insist that you perform any of your obligations under these **Terms**, or if **We** do not enforce **Our** rights against you, or if **We** delay in doing so, that will not mean that **We** have waived **Our** rights against you and will not mean that you do not have to comply with those obligations. If **We** do waive a default by you, **We** will only do so in writing, and that will not mean that **We** will automatically waive any later default by you.
- 15.5 These **Terms** are governed by English law. You and **We** both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.