

# Terms and Conditions – Taxi Driver Testing

These are the terms and conditions forming the contract between: us, TTC 2000 Limited (the 'supplier', registered in England and Wales with company number **08446911**); and you (the 'customer'); for us to provide you with the services set out in Section 2 'The Services'.

Failure to do any of the below may result in a cancellation of your test and no refund:

- (a) Full payment confirms your test place
- (b) We provide tests through our agreement with Telford & Wrekin Council
- (c) Cancellations terms apply within 14 days of test date (see section 3 below)
- (d) You must on the day of the test(s)
  - (i) Provide photo identification – driving licence or passport
  - (ii) Provide a road worthy and legal vehicle i.e. insurance, test certificate, if required and tax paid
  - (iii) Pass the eyesight test
  - (iv) Attend clear of alcohol or drugs
  - (v) Arrive on time or face re-booking
  - (vi) Not attend with any passenger

## 1. Basis of Contract

- (a) The contract between you and us (referred to in these terms and conditions as 'the contract') is made up of:
  - (i) these terms and conditions;
- (b) **We will not be considered to have accepted your order until we have received full payment at time of booking.** Confirmation will consist of an email message detailing time, place and what you need to bring with you on the day. This confirmation will trigger the commencement of these terms and conditions.

## 2. "The Services"

Under the contract, we will provide the services as required by Telford & Wrekin Council (T & WC) set out in the agreement between T & WC and TTC 2000 Limited. This is the following:

- (a) Provision of the T & WC Private Hire and Hackney Carriage Driver Application theory workshop
- (b) Provision of the T & WC Private Hire and Hackney Carriage Driver Theory Test
- (c) Provision of the T & WC Private Hire and Hackney Carriage Driver Driving Test
- (d) Provision of test results to T & WC

## 3. Cancellation Terms

- (a) If you want to cancel any service, you need to contact us via phone 03330 113 113 or email [contactus@ttc-uk.com](mailto:contactus@ttc-uk.com). If you cancel less than 7 full days prior to the service delivery, we may charge the full charge for the service. If you cancel between 7 and 14 days prior to service delivery we may charge 50% of the full charge for the service.
- (b) We will provide the services with reasonable care and skill. You and we agree that all terms and conditions implied by law, or otherwise (including those implied under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982) are excluded to the fullest extent permitted by law.

## 4. Customer Obligations

- (a) You must do the following:
  - (i) Co-operate with us in all matters relating to the services.
  - (ii) Present the appropriate photographic driver identification in the form of a driving licence or passport. Failure to establish your identity will result in you being declined entry and no refund.
  - (iii) Ensure your eyesight meets the required standard of being able to read a number plate from 20m in good day light.
  - (iv) Present yourself in a fit and proper state to conduct a driving test, free of any alcohol or drug causing any impairment to drive. Failure to do so will result in test termination and no test refund.

- (v) Present yourself on time as per your time and date specified in your booking confirmation for both theory and practical elements of your test. Late arrivals will be refused entry and no refund will be made.
  - (vi) Present a vehicle for use during the test in a road worthy condition and compliant with all traffic laws. We will terminate the test if a vehicle does not meet basic safety checks including bodywork damage or breaching any vehicle lighting regulations. The vehicle must have the appropriate insurance for you to drive and have a valid Test certificate, if required and vehicle excise duty paid.
  - (vii) No passenger is present in the vehicle during any test.
- (b) If we cannot meet any of our obligations under the contract, or we are delayed from meeting them, as a result of something you have or have not done, or you failing to meet any of your obligations, we will not be liable to you for this failure or delay and we can suspend the services until you put the matter right. Taking this action will not affect any other rights we have under the contract.

## 5. Charges and Payment

- (a) Payment must be made over the telephone at the time of booking by credit or debit card. We cannot take cash or cheque.
- (b) Confirmation of booking is only made on receipt of payment.
- (c) Re-booking fees will be applied for drivers failing to attend or are late for their test and for any re-test fees.
- (d) The charges for the services do not include VAT, which you will also have to pay to us, at the rate that applies at the time.

## 6. Intellectual Property Rights

- (a) All intellectual property rights relating to this programme belong to T & WC. You will not own any of the intellectual property rights in any of the materials or which arise as a result of us providing the services.
- (b) You must not make any written record or photograph of any of the theory test papers. Drivers breaching this condition will deny completion of the test.

## 7. Liability

- (a) Except for liability which by law cannot be limited or excluded (including death or personal injury caused by a party's negligence):
  - (i) we will not be liable to you (whether in contract, tort (including negligence), breach of statutory duty or otherwise (howsoever arising)) for any indirect loss or damage and any loss of profits, business opportunities or goodwill; and
  - (ii) our total aggregate liability to you in connection with the contract for any loss which arises (whether in contract, tort (including negligence), breach of statutory duty or otherwise (howsoever arising)) in any contract year is limited to the cost of the test fees as paid.

## 8. Confidentiality

- (a) We will only use your information, supplied you, in the processing of your theory and practical driving test to become a Private Hire or Hackney Carriage driver licenced by T & WC.
- (b) We will not share your details with any other third-party organization other than T & WC for the provision of this service.
- (c) Our privacy statement is available on line <http://www.ttc-uk.com/aboutus/#privacy>

## 9. Data Protection

The customer and the supplier acknowledge that for the purposes of the Data Protection Legislation, the customer is the Data Controller and the supplier is the Data Processor in respect of any Personal Data.

- (a) The supplier shall process the Personal Data only in accordance with the customer's instructions from time to time and shall not process the Personal Data for any purpose other than those expressly authorised by the customer.
- (b) The customer acknowledges that the supplier is reliant on the customer for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the supplier, to the extent that such action or omission resulted directly from the customer's instructions.
- (c) Subject Access Requests can be made by the data subject directly to the supplier by phone, email or via the supplier website. The supplier will process any Subject Access Requests within 30 days of receipt.

## 10. Events Beyond Your or Our Control

You will not be liable for failing to meet, or a delay in meeting, your obligations under these terms and conditions if this failure is caused by an event beyond your control and we will not be liable for failing to meet, or a delay in meeting, our obligations under the contract if this failure is caused by an event beyond our control, which in either case could not have been reasonably anticipated or avoided by the party affected by it. For example, extreme weather, local security issue or inability to access our training room facilities due to a venue defect.

## 11. General

- (a) Entire agreement - The terms & conditions are the whole agreement between you and us.
- (b) Waiver - If you or we fail to, or delay in, exercising any right or remedy under the terms or provided by law, this will not prevent you or us from exercising that or any other right in the future. No single or partial exercise of such right or remedy will prevent or restrict any further exercise of that or any other right or remedy.
- (c) Severance - If any part of the contract is or becomes illegal, invalid or cannot be enforced, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision will not affect the other parts of the contract, which will continue to apply.
- (d) Interpretation - Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression are illustrative and do not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 12. Third Party Rights

No one, other than you and us, has any right to enforce all or part of the contract.

## 13. Relationship

Nothing in the contract creates a partnership or joint venture between you and us or authorises either you or us to enter into any commitments for or on behalf of the other.

## 14. Governing Law

The contract and any dispute or claim arising out of or in connection with it will be governed by, and interpreted in line with, the laws of England and Wales.

## 15. Jurisdiction

You agree that only the courts of England and Wales can settle any dispute or claim arising out of or in connection with the contract or service, unless we can solve the matter directly with you. Nothing in this clause limits our right to take legal action against you in any other court. Taking action in any other court does not prevent us from taking action under any other laws.