

# Terms and Conditions for National Driver Offender Retraining Courses provided by Warwickshire County Council

The following terms and conditions relate to all National Driver Offender Retraining Courses provided by Warwickshire County Council (WCC): Speed Awareness, What's Driving Us? National Motorway Awareness and Safe and Considerate Driving. (Both Classroom based and Online) WCC provides driver retraining courses on behalf of Warwickshire Police and operates as part of the National Driver Offender Retraining Scheme. WCC's function is to provide retraining courses. We will not enter into correspondence or discussion concerning the reasons clients were referred to a course. These issues should be raised with the Police. By booking a place on a WCC National Driver Offender Retraining Course you are agreeing to be bound by these terms and conditions.

**Course bookings:** We cannot accept 3<sup>rd</sup> Party Bookings, unless we have the clients written permission (via email to [drivereducation@warwickshire.gov.uk](mailto:drivereducation@warwickshire.gov.uk)). Course bookings can be made online at [www.warwickshire.gov.uk/drivertraining](http://www.warwickshire.gov.uk/drivertraining) or by telephoning 0300 555 8177. You are eligible to attend each of the National Driver Offender Retraining courses once in three years. WCC will check all clients who request a course booking against the National Driver Offender Database to confirm their eligibility. You must complete your course within the timeframe set by the issuing Police force, referred to in these terms and conditions as the course completion date. If you are unable to complete a course in this time, the offer of a course will be withdrawn and your details returned to the Police. WCC will provide eligible clients who make a booking with payment within the required time period a place on a course subject to course availability and your required course completion date. WCC cannot guarantee to be able to provide a course place that meets your date or location needs.

WCC will provide the client with written confirmation of the date, time and location of the course place you have booked by email or post. WCC cannot be held responsible for any issues relating to the receipt / delivery of post or email. If you have not received booking confirmation within 14 days of making your booking you must contact us by telephone. The client must check their course booking details on receipt to ensure the details are correct. If you need to change the course date you must contact us within 14 days of receiving your course offer to request a change of date. Changes made after this time will be subject to a re-booking fee. If you do not contact us we will assume acceptance of the course booking. If you choose to cancel your booking or transfer to another course provider having already made a booking with WCC you will be eligible for a refund of the course fee less any relevant cancellation fees. Please note that all telephone enquiries relating to a course booking must be made in person by the client. We cannot discuss bookings with a third party.

Any costs or loss of earnings or leave entitlement associated with the course or will be your responsibility.

**Course Fees:** Speed Awareness; National Motorway Awareness Course; What's Driving Us? National Rider Risk Awareness Course- £95.00. Safe and Considerate Driving - £200,

**Payment:** Course fees must be paid in full at the time of booking and rebooking fees paid in full when rebooking. Payment can be made by most debit/credit cards. We cannot accept payment in instalments.

**Proof of identity:** You will not be admitted if you do not bring with you some form of original photographic identification, please note that copies will not be accepted.

Failing to provide the required proof of identity will result in you being excluded from the course and classed as failing to attend. You will be given the opportunity to book another course subject to availability, your required course completion date and payment of the relevant rebooking fee. If it is found that the person attempting to complete the course has made a false admission or is not the person who has admitted the offence, the option of attending the course will be withdrawn and all involved will be reported to the issuing Police force.

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If attending online please have your ID ready. If you do not have your ID ready you will be removed from the meeting and will need to rejoin once you have your ID with you.

**Failure to attend:** If you are unable to attend your course due to exceptional circumstances e.g. medical grounds, bereavement, or you are a parent or carer and your dependent is taken ill, for which you can provide documentary evidence, e.g. a medical note, you may be able to rebook your course, subject to availability and your required course completion date. If you cannot rebook we will refund your course fee less the relevant cancellation fee and return your details to the Police. If you are unable to attend your course for any other reason and have failed to request a change of date within 14 days of receiving your course booking details, you may book another course subject to availability, your required course completion date and payment of the relevant rebooking fee.

**Late arrival:** If you arrive late you will be refused entry and will be ineligible to attend the course. You may book another course subject to availability and your required course completion date. The relevant rebooking fee will be payable unless you can provide evidence that you were delayed by major disruption to the transport network, such as a motorway closure. You are expected to allow sufficient time for your journey to allow for general delays.

**NDOR's Dress Code:** Course attendees are required to have a clean appearance and are individually responsible for their general presentation, appearance, and personal hygiene, and they have a responsibility to consider how others may perceive their appearance. Course attendees should not wear clothing which is likely to cause embarrassment to themselves or others.

**Course completion:** In order to complete a course you are required to attend for the entire duration of the course, complete course paperwork (where required), make a positive contribution through active participation and demonstrate a responsible attitude to safe driving. The only exception is if you have a specific need which precludes you from meeting any or all of the above requirements (see section 5 – Individual requirements). In all cases, the decision as to whether a client completes the course is at the sole discretion of the course instructor.

**Failure to complete / dismissal from a course:** You may be refused entry, dismissed from the course or classed as failing to complete the course if you attend impaired by alcohol, drugs or fatigue, behave in an abusive, aggressive or disruptive manner, unable to understand the course content, fail to participate fully in the course, leave the course early or fail to attend all sessions, or put yourself or others in a position of risk. In all cases, the decision as to whether a client is refused entry, dismissed from a course or completes the course is at the sole discretion of the course instructors. Clients who fail to complete will not be able to rebook a course and will be refunded the course fee, less the relevant cancellation fee, and your details will be returned to the Police for further action. Any costs or loss of earnings or leave entitlement associated with the failure of the course will be your responsibility. Trainers are required and trained to remove anyone that does not present a positive attitude or displays signs of being distracted, this is also a requirement of the Trainers licence from UKROEd the governing body of the courses.

**Individual requirements:** Every effort will be made to accommodate the individual requirements of clients, however it is the client's responsibility to notify WCC of any requirements they may have. All courses are delivered in English. Clients requiring a language translator / interpreter to understand and participate in the course are required to organise this for themselves at their own expense. Clients must notify WCC in advance if they are going to be accompanied by a language translator/interpreter. WCC must be advised of the name of their interpreter, and they must take photo ID with them to the course. Clients whom the instructor considers are unable to understand the course content or fully participate to a satisfactory level will be excluded from the course and will be able to rebook subject to availability, course completion date and payment of the relevant rebooking fee.

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**Equality and diversity:** WCC is committed to the general principles of fairness and equality as set out in the Council's Equality and Diversity Policy Statement which can be viewed here

<https://www.warwickshire.gov.uk/performance/equality-diversity-warwickshire-county-council> . These principles are applied to the Council's driver offender retraining courses.

**Entry to training room:** No one other than those attending the course will be permitted into the course training room with the exception of persons present to assist the client with a disability or language interpretation. The name of any person accompanying a client as an interpreter or carer must be advised in advance of the course to the call centre, and they must bring identification with them.

### **Car Parking at Venues**

Arrangements have been made with all venues to provide free car parking. At some venues it will be required for you to enter your car registration on a tablet or give to reception. If you pay for parking WCC will be unable to refund you the charge. If you are unsure please speak to the venue reception to ensure you have followed the correct parking procedure.

**Virtual Course Room Requirement:** Only the person attending the course can be in the room, and must be free of distractions.

**Children and dependants:** We have no facilities at our venues to accommodate children or dependant adults and they cannot accompany you into the training room or for any practical driving sessions. Children are not permitted in the same room on a virtual course, young children will require a separate carer for the duration of the course, in a separate room.

**Electronic devices:** All electronic devices, including mobile phones, must be switched off for the duration of the course. If you refuse to switch off a device or are seen using a device you will be excluded from the course and classed as failing to complete. Clients who fail to complete will not be able to rebook a course and will be refunded the course fee, less the relevant cancellation fee, and your details will be returned to the Police for further action.

### **Additional information for Clients taking an on-line course**

Participants taking online courses are subject to the same requirements (see above) as those attending in person. For example, late comers cannot be accommodated, appropriate dress must be worn.

**Equipment** It is the client's responsibility to ensure that they have the correct equipment to take the course, this includes a forward-facing camera, a microphone and any software required to run these. If using a phone this should be switched to do not disturb or airline mode to avoid being disconnected from the course.

**Microsoft Teams** All our online courses are run via Microsoft Teams, it is the client's responsibility to ensure that their device is set up to and can run Microsoft Teams.

**Environment** Clients must be in a quiet room with no-one else present – this includes children and babies

### **Change of Course / Cancellation**

**Course cancellation:** If your course is cancelled by WCC at short notice due to exceptional or unforeseen circumstances, we will reschedule your course as soon as possible and at no cost to you. Any costs or loss of earnings or leave entitlement associated with the cancelled course or attending a re-arranged course will be your responsibility.

**Cancellation of Bookings with BSLI Booked:** If a BSLI has been booked, courses cancelled within 14 days of course date can not be rebooked.

**Cancellation fees:** Clients who cancel their course within 14 days of making their original booking are entitled to a full refund. Cancellations made after 14 days will be subject to the following cancellation fees:

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Speed Awareness, National Motorway Awareness Course, What's Driving Us? National Rider Risk Awareness Course - £40; Safe and Considerate Driving - £100,

**Rebooking fees:** Clients are entitled to change their course date without charge if done within 14 days of making their original booking. Any changes made after 14 days will be subject to the following rebooking fees: Speed Awareness, What's Driving Us?, National Motorway Awareness Course National Rider Risk Awareness Course - £40, Safe and Considerate Driving £100. **Other fees:** Returned cheques - £20

**Refunds Policy:** Clients who cancel their course within 14 days of making their original booking are entitled to a full refund. Cancellations made after 14 days will be entitled to the following refunds: Speed Awareness, What's Driving Us? - £55; National Motorway Awareness Course £55, National Rider Risk Awareness Course £55; Safe and Considerate Driving - £100. Refunds will normally be made by the same method as your original payment. Your refund will be processed within 2 working days. It may take a further 2 or 3 working days for the payment to display on a payment card statement and up to 5 working days for cheques to be processed and posted. If you have not received your refund within this time period please contact us for further assistance.

**Data Protection:** The information you provide will be held by WCC and safeguarded under the new standards introduced by the European data protection law, known as the General Data Protection Regulation (GDPR), and the new Data Protection Act 2018. In order to provide National Driver Offender Retraining courses we may need to share your details with Police forces or other training providers that are part of the National Driver Offender Retraining scheme. The details that you provide will be entered on to the WCC course booking database and will be checked against the details held on the National Driver Offender Retraining Database to establish your eligibility to attend a course. Your personal details will be retained on the WCC database for 18 months. After 1 year the data is anonymised on the client booking system and they destruct in 3 years. In order to comply with financial regulations details of financial transactions will be retained for a maximum period of 7 years before being deleted. If you would like further information on data protection; visit our website: [www.warwickshire.gov.uk/privacy](http://www.warwickshire.gov.uk/privacy) or contact our Customer Service Centre at: Warwickshire County Council, Shire Hall, Warwick, CV34 4RR. Telephone 01926 410410

**Health and Safety:** Warwickshire County Council is committed to striving for excellence in health, safety and wellbeing management and performance. The Council's Health and Safety Policy demonstrates the Council's duty of care to employees and non-employees by ensuring that the Council's activities and services are provided in such a way as to not put them at risk. The Policy outlines the framework developed by the Council to manage health and safety. The Policy is a declaration of the Council's commitment to provide, so far as is reasonably practicable, safe and healthy conditions for employees and persons other than employees who use or visit the Council's premises, or who may be affected by our activities.

**Compliments, comments and complaints:** We are committed to providing high quality services. If you have something to say about the services we provide, or the way we provide them, please tell us. Your comments help us to learn about what is important to you and plan better services for the future. We are confident that the services we provide are of a high quality, but we can sometimes get it wrong. If you are unhappy in any way about the service you have received we would like to know. We also would like to hear from you if we have done something well, or could do something differently.

If we could do something better, our staff will work with you to put things right immediately but we also have a complaints procedure you can follow. You can contact us using the contact details below. You will also be able to give feedback at the end of your course, to pass on your comments. You will find more details about our complaints policy here: <http://www.warwickshire.gov.uk/complaints>

**Contact:** Telephone: 0300 555 8177, Email: [drivereducation@warwickshire.gov.uk](mailto:drivereducation@warwickshire.gov.uk).

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Address: Warwickshire County Council, Traffic and Road Safety Group, Driver Education Services, PO Box 43, Shire Hall, Warwick, CV34 4SX.

If this information is difficult to understand, we can provide it in another format. The terms and conditions are available in larger print at:

[www.warwickshire.gov.uk/drivertraining](http://www.warwickshire.gov.uk/drivertraining)

**OnLine Courses** Participants taking online courses are subject to the same requirements as those attending in person. For example, late comers cannot be accommodated, appropriate dress must be worn.

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