

These terms and conditions apply to The Online Driving Course provided by Ultimate Driving at 9 Caunter Road, Newbury, RG14 1QZ found at www.ultimatedriving.net ("Ultimate Driving" or "we" or "us" or "our"). You may contact us on ultimatedrivingnewbury@gmail.com and/or 01635 49974

These terms and conditions apply to the sale/purchase of our Online Driving Course. Please read these terms and conditions carefully before purchasing our Online Driving Course and print a copy for your records.

For purchases on our website, by clicking the "Accept" button you agree to the terms of this agreement which will bind you. If you do not agree to these terms and conditions you must cease to continue to purchase any Services from us.

1. Definitions

"Confidential Information" means information provided by one party to the other in graphic, written, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party's business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

"Course Materials" means the information provided by Ultimate Driving to accompany a course provided as part of the Services in hard copy or electronic form.

"Fees" means the fees paid by you to Ultimate Driving for the Online Driving Course.

"Intellectual Property Rights" means copyright, rights in or relating to databases, patent rights, performers' rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

"Online Course" means the delivery by us of an online course pursuant to which you learn course materials remotely.

"Services" means the provision of the Online Driving Course and/or Course Materials together with such other services as agreed from time to time and purchased by you through the Website.

"Website" means www.ultimatedriving.net

"You" means the individual purchasing the Services.

2. The Services

2.1. A description of the Services are available on our Website. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to change or withdraw any of the Services described on the Website without notice.

2.3 We expect you to confirm that the Services you are purchasing will meet your requirements. We do not guarantee that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of the Online Driving Course.

3. Ordering Services

3.1. In order to purchase the Online Driving Course you must register for an account with us via the Website. If you already have an account with us you can log into your account using your user name and password.

3.2. When you place an order for our Online Driving Course via the Website you are offering to purchase the Services based on these terms and conditions. Ultimate Driving reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.4 below.

3.3. Following receipt by us of your order for the Online Driving Course via the Website we will contact you confirming receipt of your order via email.

3.4. A legally binding agreement between us and you shall come into existence when we have :

- (a) accepted your offer to purchase the Online Driving Course from us by sending you an email confirming the purchase; and
- (b) received payment of the relevant Fees from you in accordance with clause 5 below.

3.5. Ultimate Driving does not and is not responsible for you passing or failing a Driving Theory Test or Practical Driving Test with DVSA or for any driving incidents that may occur that you are involved in.

4. Cancellation and Variation

4.1. Subject to clause 4.2 below, where we have accepted / confirmed the Services being purchased by you and formed a legally binding agreement with you, then you are permitted within 14 working days starting on the day after the date we have concluded our agreement in accordance with clause 3.4, to cancel your purchase of the Services.

4.2. If you have purchased the Online Driving Course and have already accessed all or part of the Online Driving Course and/or started to use the Online Driving Course then you shall have no right to cancel your order.

4.3. Notwithstanding clause 4.1 there is no other right to cancel or vary your purchase of Services and any other cancellation will be at the entire discretion of Ultimate Driving

5. Fees

5.1. The Fees for the Services we provide as part of the Online Driving Course shall be as set out on our Website or as told at the time you placed an order for them.

5.2. Unless otherwise specified at the time you purchase the Online Driving Course the Fees are exclusive of VAT or other local taxes.

5.3. Fees for the Service selected by you on the Website shall be debited from your credit / debit card at the time of purchase. Fees must be paid in full prior to you accessing our Online Driving Course.

5.4. Any fees charged by your debit or credit card provider in connection with your purchase of the Online Driving Course are for your own account and Ultimate Driving shall not be responsible for these.

5.5. You shall be responsible for all costs you incur in connection with access onto our Online Driving Course.

6. Liability

6.1. No part of the provision of the Online Driving Course shall be deemed to be, nor is it intended to be, nor should it be taken to be, the replacement of driving instruction in a car with a qualified driving instructor.

6.2. Although Ultimate Driving aims to provide the Online Driving Course to the highest standards of the industry, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the programmes or the Online Driving Course Materials and any reliance by Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

6.3. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the Services. Subject to clause 6.5 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

6.4. Subject to clause 6.5 below, Ultimate Driving's total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by us in connection with the Online Driving Course in relation to which a dispute has arisen.

6.5. Nothing in this Agreement shall exclude or limit Ultimate Driving's liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under English law may not be limited or excluded.

6.6. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

7. Intellectual Property

7.1. All Intellectual Property Rights in the Online Driving Course including the verbal commentary/briefing made during any of the videos remain the intellectual property of Ultimate Driving

7.2. You are not authorised to:-

(i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Online Driving Course without prior written permission;
(ii) record on video or audio tape, relay by videophone or other means the Online Driving Course
(iii) use the Online Driving Course in the provision of any other course or training whether given by us or any third party trainer;
(iv) remove any copyright or other notice of Ultimate Driving on the Course Materials;
(v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Driving Course.
Breach by you of this clause 7.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Driving Course.

7.3. In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive licence to use the Online Driving Course and the software in respect of the Online Driving Course for the sole purpose of completing the Online Driving Course

8. Confidentiality

8.1. Each party should keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it.

8.2. Either party should disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

8.3. This clause should continue notwithstanding termination of these terms and conditions.

9. Termination

9.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:

- fail to pay when due your Fees;
- act in an aggressive, bullying, offensive, threatening or harassing manner towards any Driving Instructor of Ultimate Driving, any driving instructor who provides In Car Driving Lessons or any student who attends any In Car Driving Lessons;

- steal or act in fraudulent or deceitful manner towards us or our driving instructors or any other students who may be taking In Car Driving Lessons with one of our Driving Instructors;
- are in breach of these terms and conditions.

9.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality) and 10 (restrictions) shall continue notwithstanding such termination.

10. Assignment

Any Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned to any other person.
We shall be entitled to assign these terms and conditions to any other company without prior notice to you.

11. Entire Agreement

These terms and conditions, together with the In Car Driving Lessons Terms and Conditions are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

12. Force Majeure

Ultimate Driving shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

13. Assignment

We may assign, transfer, sub-contract any of our rights or obligations to any third party at our discretion.

14. Data Protection

14.1 The nature of the Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services you agree to this Use.

14.2 When you register with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of the Services you have purchased and otherwise as required during the normal provision of the course.

14.3 We will not pass any personal data onto anyone outside of Ultimate Driving.

14.3 To enable us to monitor and improve our Services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of the Website you visit.

14.4. We use information such as your User ID, session identifiers and password to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the Website.

14.5. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

14.6. Ultimate Driving endeavour to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

14.7. Ultimate Driving may supplement the information that you provide with information we receive from third parties

14.8. If you wish to change or update the data we hold about you, please e-mail ultimatedrivingnewbury@gmail.com or contact us on 01635 49974

15. Law and Jurisdiction

This Agreement is subject to English law and the parties submit to the exclusive jurisdiction of the English courts in connection with any dispute here under.

16. Contacting Us

You can contact us by any of the following methods:

Email: ultimatedrivingnewbury@gmail.com

Post: Ultimate Driving, 9 Caunter Road, Newbury, RG14 1QZ

Telephone: 0163549974