

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

'The Company' is NFE Group Ltd, or any of its associated companies or brands including but not limited to D&S Events Ltd, Automotional Ltd and Performance on Demand Ltd. 'The Customer' is the company, firm, organisation, entity or individual to whom products or services are or are due to be supplied by the Company.

2. THE CUSTOMER AGREES:

- a) That unless expressly agreed in writing to the contrary, the contract for the supply of products or services by the Company to the Customer is solely between those two parties and that in no case, unless agreed in writing in advance, will the contract be between the Company and the Customer's insurer, insurance broker or other intermediary.
- b) That in certain cases, for example where an intermediary (insurer, broker or similar) has been instrumental in establishing the provision of services or products by the Company to the Customer, a summary report of the training will be issued by the Company. Copies of this report will be made available to the Customer and to the intermediary, provided that the intermediary is bona fide and that nothing contained herein shall interfere with the fiduciary relationship between the Company and the Customer or the Customer and the intermediary
- c) To provide a 'co-ordinator' to expedite the operation of the contract and assist with the booking of trainees on to courses.
- d) To provide roadworthy and suitably insured vehicles (for business use) for the purposes of receiving practical on-the-road driver training; except where other arrangements have been made in writing.
- e) To the terms of payment set out following and further that the Company reserves the right not to undertake or continue the delivery of its products or services where the Customer's credit status is deemed unsatisfactory or where vehicles supplied for training are not roadworthy or adequately insured.
- f) That where, on a particular training day, training is unable to take place for reasons outside the control of the company (examples being, but not limited to, trainer illness, poor weather, etc.)

no refunds or any other compensation will be paid. The Company will, however, offer an alternative training date as soon as practically possible.

- g) In extreme adverse weather conditions or other force majeure, no refunds of any monies paid or due to be paid with respect to the booking will be forthcoming, nor will requests for compensation be entertained. The Company will, however, offer an alternative training date as soon as practically possible.

- h) NFE Group will, as an integral constituent of on-the-road training, endeavour to cover Fuelsave, Fuelgood or Ecodriving techniques with participating drivers. Some of this training may qualify for an Ecodriving Scheme subsidy, payable by the Energy Saving Trust to NFE Group. Data protection legislation requires that we make clear to the Customer (and by inference the customers' employees/drivers) the following: *In order to administer the Ecodriving Scheme, we need to process your personal data. This includes passing it on to the Energy Saving Trust who will process that data solely for the purposes of administering the Ecodriving Scheme. Their processing may include the passing on of data to the Department for Transport for the sole purpose of administering the Ecodriving Scheme.*

3. TERMS OF PAYMENT

- a) Web based products will be invoiced on receipt of the order and become payable once the 'invitation' has been sent and not when completion takes place. In other words the product is deemed as having been delivered on invitation.
- b) For monthly billed web based products; the invoice will reflect the number of users live in the 'web based programme' at the 'agreed monthly date' which will normally be the last day of each month or as otherwise agreed.
- c) For all practical training courses the Company will issue invoices on booking.
- d) All invoices become due for payment within 14 days of the invoice date.
- e) In the case of late payment, the Company reserves the right to withdraw any discounts that may have been offered against the Company's standard charges.
- f) In the case of late payments exceeding 30 days from the due date, additional interest may be charged on a daily basis on the overdue amount at an annual rate equivalent to LIBOR + 10%, from the invoice date.

- g) The Company reserves the right to suspend or terminate the provision of its products or services if the Customer fails to pay invoices by the due date.

4. CANCELLATION & RESCHEDULING CHARGES

- a) Where bookings have been confirmed between the Customer and the Company, the following charges will attach to cancellations/re-scheduled training sessions and/or amendments initiated by the Customer prior to the product being delivered:

Within 14 calendar days:	100% of prevailing customer rate
Between 15 and 30 calendar days:	50% of prevailing customer rate
30 calendar days or longer:	£20.00 (administration fee) plus any costs incurred by the Company (plus 10% for bought in services)

All cancellations must be advised in writing.

The above cancellation charges are only applicable to services provided directly by the NFE Group and as such where other costs are incurred prior to any cancellation being made these will be charged in full. E.g. venue hire, travel, hotels, other bought in services

- b) Where a trainee(s) fails to attend a training session, the full rate is still payable and no refunds will be made. A trainee will be deemed to have not attended a training session if the trainee arrives more than one hour after the scheduled starting time for the session.
- c) Where a trainee is unable to attend, the Customer may send a substitute.
- d) Once web based products have been delivered (invitation sent) no refund will be given.
- e) For monthly billed web based products; NFE group must be informed by e-mail 7 days prior to the monthly invoice date that users are to be deactivated from the web based programme.

5. ADDITIONAL CHARGES

- a) Any/all additional charges will be agreed at the time of booking or prior to the service being delivered.

6. OFF-ROAD TRAINING AND 3:1 TRAINING

- a) The Company reserves the right to re-arrange dates and times of off-road training as track availability and operational matters dictate.
- b) Certain refresher training is designed to be provided on a 3:1 trainee to trainer ratio. As a result, trainees may find they are sharing aspects of the course with trainees from other customers or Organisations. Bookings should be made in groups of three if the customer prefers this not to occur.

7. GDPR COMPLIANCE

Supplier Sign Up

7.1 During Registration, we may collect certain information from You (the Supplier) as defined in the Privacy Notice which would constitute Personal Data (as defined by Data Protection Laws), including without limitation information on Your directors and other company officers. The Personal Data will be used for the purposes as defined in the Privacy Notice.

7.2 In respect of clause 6.1, You acknowledge and agree that You remain a Data Controller in respect of such Personal Data and that, in conjunction, We will act as Joint Controller, as defined under Article 26 of the GDPR.

7.3 You warrant that you have the correct lawful grounds and basis for providing to Us, or allowing Us to collect from You, such Personal Data that will permit us to use the Personal Data for the purposes as defined in Our Privacy Notice and in compliance with the Data Protection Laws.

Buyer (Sign Up Stage)

7.4 During the Buyer sign up process, we may collect certain information from You (the Buyer) as defined in the Privacy Notice which may constitute Personal Data (as defined by Data Protection Laws). Such Personal Data will be used for the purposes as defined in the Privacy Notice

7.5 In respect of clause 6.4, You acknowledge and agree that You remain a Data Controller in respect of such Personal Data and that, in conjunction, We will act as Joint Controller, as defined under Article 26 of the GDPR.

7.6 You warrant that you have the correct lawful grounds and basis for providing to Us, or allowing Us to collect from You such Personal Data which will permit us to use the Personal Data for the purposes as defined in the Privacy Notice and in compliance with the Data Protection Laws

Buyer (Supply Chain Onboarding Stage)

7.7 During or following Your Registration, we may collect certain information from You as defined in the Privacy Notice about your current suppliers which may constitute Personal Data, including without limitation information on such suppliers' directors and other company officers. Such Personal Data shall be used for the purposes as defined in the Privacy Notice.

7.8 In respect of such Personal Data collected from You, You acknowledge and agree that You remain the Data Controller in respect of such Personal Data and that We will act as Data Processor.

7.9 You warrant to Us that you have lawful grounds for processing Personal Data.

7.10 Where We process such Personal Data under or in connection with this Agreement, We shall:

7.10.1 save as required otherwise by law, only process the Personal Data as supplied by You as is necessary to perform Our obligations under this Agreement and only in accordance with the Privacy Notice or as instructed by You;

7.10.2 put in place appropriate technical and organisational measures to meet our obligations under the Data Protections Laws which You agree are appropriate measures;

7.10.3 ensure that Our staff who have access to such Personal Data are subject to appropriate confidentiality obligations;

7.10.4 be entitled to engage sub-processors to process such Personal Data;

7.10.5 not process or transfer the Personal Data referred to under clause 6.7 outside the European Economic Area without the prior documented consent from You (which consent is also to be provided by You on behalf of any third party without delay);

7.10.6 have in place the appropriate technical and organisational security measures to protect Personal Data referred to in clause 6.7 against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;

7.10.7 notify You without undue delay after becoming aware of any personal data breach involving Personal Data, taking into account the nature of processing and the information available to Us;

7.10.8 take appropriate technical and organisational measures, insofar as is possible, to assist You in responding to requests for data (but We will not itself respond to any such data subject request except on written instructions from the You). Furthermore, We will, upon Your request, provide assistance to the You relating to Your obligations under Articles 32-36 of the GDPR taking into account the information available to Us. We may charge You our reasonable costs (or the rates otherwise agreed between the parties) for Our time spent and expenses incurred in providing You with co-operation and assistance as required by this clause;

7.10.9 will make available to You such information as You reasonably requests to show compliance with Article 28 of the GDPR and permit and contribute to such audits conducted by the You (or Your appointed auditors). You will give reasonable notice of any audit and will be fully liable for any associated costs (including Ours.); and

7.10.10 save as may be required by law, at Your cost and option either delete or return the Personal Data provided by You to You on expiry or termination of this Agreement provided always that nothing in this clause shall oblige Us to provide assistance which does not relate directly to the Services or information that we have acquired from another source;

7.10.11 We shall inform You in writing if, in Our opinion, an instruction from You infringes the Data Protection Laws but only in relation to a breach of the GDPR and/or other European Union or European Member State data protection provisions and not jurisdictions outside of these areas. However, you acknowledge that:

(a) this clause shall not relieve You of Your obligation to ensure that all instructions to Us comply with all applicable legislation, including all Data Protection Laws; and

(b) We may charge You Our reasonable costs (or the rates otherwise agreed between the parties) for Our time spent and expenses incurred in providing You with co-operation and assistance as required by this clause.

7.11 Notwithstanding anything to the contrary in this Agreement, if any of the following occur :

- (a) any changes/modifications to the Data Protection Laws (including in connection with the withdrawal of the United Kingdom from the European Union and/or the EEA) including the requirement to amend, update, modify or replace any systems We use to process the Personal Data;
- (b) any new, clarified or amended guidance or polices issued by a supervisory authority; and
- (c) any direction or instruction issued by a supervisory authority (whether relating to You or Us in respect of the Services (including any processing of the Personal Data));

then any increased effort or costs incurred by Us in association with the aforementioned shall be additionally chargeable to You.

7.12 You shall indemnify Us against any liability, fines, claims, demands, expenses and costs (including legal fees) arising as a result of: any breach of the Data Protection Laws by You, or Us acting in accordance with any instruction, policy or procedure of Yours.

Supplier and Buyer as Joint Controllers

7.13 Where this Agreement defines both parties as Joint Controller, each party shall comply with all the obligations imposed on a controller under the Data Protection Laws, and if any material breach of the Data Protection Laws comes to the attention of one party, that party shall provide written notice to the other as soon as is reasonably possible and the parties shall work together to resolve. If the party in breach has not resolved the breach in compliance with the Data Protection Laws within 42 days of the notice the party not in breach shall be entitled to terminate this Agreement with immediate effect.

7.14 Where this Agreement defines both parties as Joint Controllers, each party shall:

- (a) ensure that it has all necessary notices and appropriate lawful basis in place to enable lawful transfer of the Personal Data to the Permitted Recipients (as defined in the Privacy Notice) for the Agreed Purposes;
- (b) give full information on written request from the other party within a reasonable period of time to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal

data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

- (c) process as Joint Controllers the Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal Data;
- (f) not transfer any Personal Data received from the other party outside the EEA unless the transferor;
 - (i) complies with the provisions of Articles 26 GDPR (in the event the third party is a joint controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

7.15 Where this Agreement defines both parties as Joint Controllers, each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Personal Data in response to a data subject access request without first consulting the other party wherever possible;

- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - (g) at the written direction of the party disclosing Personal Data, delete or return that Personal Data and copies thereof to that party on termination of this agreement unless required by law to store the Personal Data;
 - (h) use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - (i) maintain complete and accurate records and information to demonstrate its compliance with this sub clause; and
- U) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff,
- the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

General

7.16 Each party shall indemnify the other against all reasonably foreseeable, fully mitigated and legally enforceable liabilities, costs, expenses, damages and losses, fines, penalties and legal costs (calculated on a reasonable basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with a breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

8. ON-LINE PACKAGES

- a) Where Customers purchase any online package with no minimum contract term and/or no admin fee the cost of any Drivers Licence checks already commissioned will be charged at the full current advertised rate when the programme is cancelled within the first 3 months. This fee will be in addition to the agreed monthly charge and the start date will be deemed as the date on which the 'invitation' was sent.
- b) Where incorrect details are provided by a client, or driver, and a 'failed' driver licence check results then this will be charged at the agreed driver licence fee.

9. ADDITIONAL TERMS FOR ONLINE PURCHASE OF GOODS

Ordering Online with us is safe and secure! We employ a method of interaction with our visitors that does not compromise credit card information. This online system is 100% secure. We encourage you to feel comfortable using your credit card to conduct commerce on our site. Our payment page is powered by PayPal.

Damaged Goods

In the unlikely event your order is damaged in transit please contact us by email at vanessa@nfe-group.co.uk

If you suspect a fault with your product on receipt please email us at the same address within 7 days of purchase. We will then either assess the possible fault ourselves or may direct you to the respective manufacturer's helpline. This initial call may prevent any unnecessary return to us saving you, the customer the return delivery cost should the product be found in full working order. In such as case will reserve the right to return the goods to you with a £10 administration charge. However if there is an obvious defect and/or under the manufacturer's recommendation it needs to be returned, please notify vanessa@nfe-group.co.uk and a returns reference will be given to you.

Delivery

Once an Order has been dispatched it cannot be cancelled. If a customer's order is returned to us undelivered, we will be happy to arrange re-delivery, however the return shipping costs and redelivery costs will be the buyer's responsibility. If the customer wishes to cancel their order once it has been returned to us, we will be happy to issue a refund if the order is cancelled within 14 days of

the order date, however the actual postage costs and any return postage costs will be deducted from the total. If a customer fails to collect or fails to arrange a re-delivery date for a parcel which Royal Mail or a Courier has attempted to deliver within 7 days of the original delivery attempt, the parcel will be returned to us.

The NFE Group is happy to resend the order after it has been returned to us, however because Royal Mail has attempted delivery we are unfortunately unable to resend your parcel free of charge. Postage and packaging charges will apply and need to be paid in

advance by the customer before a returned order can be resent. If a customer has provided us with incorrect or incomplete delivery details during the checkout process and the order is delayed during transit or lost, the NFE Group will not be held liable and no refund or replacement will be issued.

Orders will normally be dispatched on the same day they are received, provided they have been placed - and have been received by us - before 2:00pm Monday-Friday excluding public holidays. Orders will only be processed and dispatched once we have received full payment for the goods. Standard Delivery orders are sent via Royal Mail 1st Class, items over £12.50 will be sent via Recorded Delivery - orders sent via this service are normally delivered to the customer within 1-5 working days of posting (applies to UK customers only), not including weekends or public holidays, unless otherwise stated. Once an order has been dispatched, we are unable to control the delivery time, for any special requests to receive an order by a certain date or left with neighbours must be emailed separately to vanessa@nfe-group.co.uk prior placing an order to avoid disappointment. Failure to do so will not be our responsibility in the event of loss.

We regret that we cannot be held liable for delays in shipping caused by the courier/carrier. Only orders that have not been delivered within 15 working days of posting, can be declared as "missing" or "lost". If your order is declared as "missing" or "lost" by Royal Mail, we will be re-sending your order as soon as we have received confirmation of this from Royal Mail. Orders cannot be re-sent until we have had confirmation from Royal Mail that your parcel is "missing" or "lost". Refunds will not be issued until we have received confirmation or compensation from Royal Mail.

If an order has been signed for, it will be deemed as delivered and the customer will need to contact us in the first instance, we will then offer tracking numbers so as the customer can contact their local Royal Mail delivery office or UPS directly for any disputes. Please note, we are unable to offer refunds on personal items due to hygiene such as bath products, eye masks and footsies wear the product has direct contact with the skin unless the items are returned unopened unused. Within 30

days of purchase, if your goods are faulty we will offer a prompt replacement or refund of the relevant components. This does not apply to faults caused by accident, neglect or misuse. A replacement will only be issued when the faulty item provided is in 'as new' condition and undergone an initial technical examination. We must be notified of the fault within 30 days of purchase along with proof of purchase which MUST be provided. If your purchase develops a fault after 30 days and within its 12 month guarantee we will ask you to either return the goods to ourselves or direct to the manufacturers. We generally recommend to return goods direct to the manufacturers as this will be quicker. Any goods that are faulty will be replaced or repaired free of charge. PLEASE NOTE: Any repairs must be

accompanied by your original purchase receipt. Any goods that have a more than 12 months warranty we may apply a small administration charge to cover administration costs after the first 12 months, usually £6.50

PLEASE NOTE: It may take up to 4-6 weeks for repairs to be undertaken, depending on the manufacturer and the problem.

Faulty Goods

Please retain the original packaging for returning your order.

You have the right to cancel your order with us, in accordance with Consumer Protection (Distance Selling) Regulations 2000. The period in which you can exercise that right is 7 working days beginning the day after your goods are received. The goods must be returned, unused with all the original packaging present within the 7 days of the notice to cancel. Returns postage charges will not be paid by the NFE Group. We reserve the right to have the goods inspected by a technician prior to replacement or refund.

Cancellation

Prices shown are the price you pay, unless individually specified. On almost all our products, there is no postage, shipping, handling or other costs within the UK mainland. For the larger items we have to charge postage and the price will be clearly specified within that particular product's description. If your item has more than a 5 day delay we will notify you. You will always be emailed with confirmation of your order.