

Terms & Conditions

The text here forms part of the terms and conditions of use that users must accept before accessing and using courses provided by Driver Youth Trust (DYT). DYT has made this text publicly available on the DYT website in the interests of transparency and it is updated based on the Data Protection Act 2018. The text can be downloaded in pdf format if required. You can view the [DYT privacy policy here](#).

If you have any queries about any aspect of these terms and conditions, please contact info@driveryouthtrust.com.

Using the Courses

In consideration of you having paid, and DYT having accepted, a fee, DYT grants you, the End User, rights to access the Courses subject to acceptance of the Terms and Conditions set out below.

By accessing the Courses, you, the End User, accept the following conditions:

You agree to use the DYT training site and courses only for lawful purposes, and in a manner that does not infringe the rights of or restrict or inhibit the use and enjoyment of the courses and site by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person, and the transmission of obscene or offensive content or disruption of normal flow of dialogue within this site.

Neither DYT, nor any Agent distributing access to the courses on behalf of DYT, nor the Courses Developers, nor individuals involved in the delivery of the courses (individually and severally covered here by the designation 'DYT') make any specific claims about the suitability of the Courses for any particular purposes. The suitability of the Courses to you, the End User's, needs is wholly a matter for your judgement. To the maximum extent allowed by law, DYT excludes all claims against it howsoever arising from use of the Courses in circumstances for which it is inappropriate.

While reasonable professional care has been taken in developing the Courses, DYT make no warranties concerning the correctness or completeness of the Courses. To the maximum extent allowed by law, DYT excludes all claims against it arising from errors or omissions in the Courses.

Log-in codes or passwords required to access the Courses are provided for your personal use only and cannot be shared with anyone else unless the commercial terms under which access is provided specifically allow for multiple use. You are required to take reasonable measures to prevent unauthorised use by others and to report such use to DYT. You accept liability for any losses to DYT arising from your

deliberately sharing log-in codes or your failure to show appropriate diligence in keeping your code confidential.

Access to the Courses requires the functioning of servers, websites and internet connections. DYT undertakes to provide a service at least meeting industry norms for those elements of availability which are under its control. It does not undertake to provide availability to the Courses at any specific time. Under the conditions of this Licence, DYT specifically excludes liability to you or any third party for losses arising from the non-availability of access to the Courses at any particular time. If you provide evidence that the general availability of access is inferior to that which could be expected under normal industry standards because of failure on the part of DYT, DYT may provide compensation which will not in any event exceed the price paid by you, or on your behalf, to purchase the Course.

DYT may record live learning sessions within courses that contain them. This is for internal purposes. Recorded content may be used for promotional purposes. By accessing live sessions, you accept that content will be recorded.

Duration of access to the courses may vary depending on the course or courses. Access to all courses will not exceed 12 months without renewing your licence and this will include access to forums, discussion sites and portfolio.

If you have issues accessing course content or your learning.driveryouthtrust.com account, you can contact; info@driveryouthtrust.com for support during normal UK working hours (Monday – Friday 0900-1700 not including bank holidays). We aim to respond to all support requests as soon as possible and no later than two working days.

Cancellation Policy

You may cancel your purchase of any course up to 5 days prior to the start date or any time prior to accessing content on the DYT learning portal. No refunds will be provided after you have accessed the content or attended any of the learning events. Unless you provide evidence that the general availability of access is inferior to that which could be expected under normal industry standards because of failure on the part of DYT. DYT may provide compensation which will not in any event exceed the price paid by you, or on your behalf, to purchase the Course.

What information does DYT hold?

DYT captures certain information on each user as part of the registration process. This data enables the creation of an accurate user profile, which is necessary for reporting purposes and to offer users learning that is relevant to their needs.

We collect and process different personal information according to the context in which you interact with us. This includes:

- Name, address, email address, telephone number, payment details, records of participation in our promotional campaigns, your marketing preferences, including any consents you may have given us.
- Credit card and other forms of payment details are not held by DYT. Payment is processed through a separate payment portal.
- Your login details for our website, records of your use of our website, including pages accessed, time and duration of usage. Information related to the browser or device you use to access our website, including IP address and related identifiers. Any information you provide to us through contact forms or live chats. Progress and achievements you make in relation to online assessments provided by us.
- Individuals on our marketing database not included above: Name, address email address, telephone number, records of participation in our promotional campaigns, your marketing preferences, including any consents you may have given us.

We collect this information when you provide it to us directly, or from your interaction with us.

How does DYT process the information we hold?

We use your information as follows:

- Carry out our obligations arising from any contracts entered between you and us and to provide you with the information, products and services that you request from us, this includes providing you with access to our Courses and other services including Member's forums and training & assessment area, sending you certificates in relation to your completion of our training & assessments, sending you reminders in relation to renewal of your Courses and other services;
- Notify you about changes to our service;
- Ensure that content from our site is presented in the most effective manner for you and for your computer;
- Administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- Improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- Allow you to participate in interactive features of our service when you choose to do so;
- Keep our site safe and secure;
- Measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you with your consent;

- Make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them, with your consent. If you tell us you do not want to receive communications from us, we will remove you from our list and will not send you further materials. This option will be clear on every email, or you can contact us at info@driveryouthtrust.com or 0203 3981 7809

Who can see users' data?

DYT and other approved people working within DYT have access to users' training records and user profiles. This may include our suppliers, but such organisations will be asked to sign Non-Disclosure Agreements and will never be allowed to use the information for commercial purposes.

Data Protection Act 2018

Under the Data Protection Act, you have many rights regarding your personal data, including seeing what data we hold for you, your right for erasure and also withdrawing consent of data processing. Note that withdrawing consent will result in your account being anonymised and access to the Courses removed.

View the [DYT privacy policy here](#).

If you have any queries relating to Data Protection, please contact us at info@driveryouthtrust.com.

Use of cookies

For more information on cookies, please see the [Information Commissioner's Office Website](#).

DYT use cookies on driveryouthtrust.com and learning.driveryouthtrust.com in a limited fashion and users must agree to cookie usage in line with ICO guidance.

The majority of cookies on driveryouthtrust.com and learning.driveryouthtrust.com are used to keep track of a user's input when filling in online forms, known as session-id cookies, which are exempt from needing consent as they are deemed essential for using the site. We also use a cookie to remember usernames if the user checks the 'Remember me' box on the log in page.

DYT uses Google Analytics to collect anonymous information about how the site is used, including the number of unique users, the pages they visited, which browser they use etc. Google Analytics also uses cookies.

Intellectual property

All intellectual property rights relating to the learning resources remain with DYT, or its partners. Users have no rights other than to access Courses and the learning

resources for the purpose of personal study. No modification of any kind is to be attempted to be made to the learning resources. No downloading or copying of any content to electronic or photographic media is allowed. Limited printing of pages of the learning resources is authorised only to the extent reasonably required by you to aid personal study. No part of the learning resources can be reproduced by any means or under any format other than as a reasonable aid to your personal study. You accept liability for any losses suffered by DYT arising from your breach, or attempted breach, of its intellectual property rights.

The names, images and logos identifying DYT and its Courses and other resources are proprietary marks of DYT. If you wish to copy or use the DYT logo, you must get prior approval from DYT by emailing info@driveryouthtrust.com.

Tell us how and why you wish to use our logos. Please include your contact details: name, address, telephone number and email.

Disclaimer

The driveryouthtrust.com and learning.driveryouthtrust.com websites, the Courses and material relating to products and services (or to third party information, products and services), is provided 'as is', without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

We do not warrant that the functions contained in these sites or the Courses will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or represent the full functionality, accuracy, reliability of the materials.

In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of the Courses or website.

Although we may from time to time monitor or review discussions, chat, postings, transmissions, bulletin boards and other communications media on driveryouthtrust.com and learning.driveryouthtrust.com, we are under no obligation to do so and assume no responsibility or liability arising from the content of any such locations nor for any error, omission, infringement, defamation, obscenity, or inaccuracy contained in any information within such locations on the site.

DYT retains the right to withdraw the Courses or component of the course, or cancel your access to it, at any time in the period covered by these Terms. If the removal of access is a result of a demonstration or reasonable suspicion of breach by you of any of the conditions of the Course, DYT will not consider any claims by you for compensation and reserves the right to take legal action against you to recover losses to it resulting from your breach of conditions. If the withdrawal is for reasons unconnected to you, DYT may provide you with compensation not exceeding the

price paid by you, or on your behalf, to purchase this Course. You accept the right of DYT to withdraw access within the licensed period subject to these provisions for compensation.

Governing Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.

Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

You understand that the commercial terms governing access to the Courses, which include the timing and duration of access to the Courses, are those offered by DYT and accepted by you and that those commercial terms are wholly without prejudice to any part of these Licence conditions. In the event of any actual or perceived conflicts, these conditions, which cannot be varied, have primacy over any other offers or communications you may have had from DYT. If you are unable to understand, or you do not wish to accept, any of the conditions set out above, do not access the Courses and any payments received by DYT from you or on your behalf will be refunded. If you access the Courses, this will be deemed as acceptance by you of all of the conditions set out above.

Links to external web sites

Links contained in driveryouthtrust.com and learning.driveryouthtrust.com, or any of the Courses will lead to other web sites which are not under our control. We are not responsible for the content of any linked sites. Listing and linking should not be taken as an endorsement of any kind and we accept no liability in respect of the content. We cannot guarantee that these links will work all of the time and have no control over the availability of the linked pages.

Email Disclaimer

The purpose of this policy is to ensure that people who communicate with DYT understand the way in which electronic mail (email) should be used. Its aim is to ensure that email is used effectively for its intended purpose without infringing legal requirements or creating unnecessary business risk.

The statement below applies to all incoming and outgoing email messages to or from DYT:

"This message may contain confidential information. If you are not the intended recipient, please inform the sender that you have received the message in error before deleting it. If the email was not meant for you, please do not disclose, copy or distribute the information it contains or take any action based on its contents, apart from notifying the sender you have received it in error. Any other action is prohibited and may be unlawful."

You have a responsibility to ensure laws are not broken when composing or forwarding emails and their contents.

Attachments to email messages may contain viruses that may damage your system. Whilst DYT has taken every reasonable precaution to minimise this risk, we cannot accept any liability for any damage which you sustain as a result of these factors. You are advised to carry out your own virus checks before opening any attachment."

Virus protection

We make every effort to check and test material at all stages of production. It is always wise for you to run an anti-virus program on all material downloaded from the Internet.

We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this web site.

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We may at any time revise these terms and conditions. If this happens, you will be asked to accept the new terms and conditions the next time you log in to the DYT Courses. If you do not accept the new terms and conditions, you will not be able to continue using the learning resources.

Contact: info@driveryouthtrust.com.