

IAM RoadSmart Drink-Drive Courses – Terms and Conditions

We, IAM RoadSmart Driver Retraining Academy (IAM RoadSmart DRA) are an official provider of Drink-Drive Courses approved by the Driver and Vehicle Standards Agency (DVSA) under the Drink-Drive Rehabilitation Scheme. We are an independent road safety charity (number 249002 (England and Wales) SC041201 (Scotland)).

By booking a course with us, you (the client) confirm that you have understood and agreed to abide by the following conditions.

1. Court referral

The opportunity to participate in a Drink-Drive Course may be offered by a court to those it convicts of an alcohol-related driving offence. The course is intended to help offenders to avoid future reoffending and to provide education on other issues relating to alcohol consumption. Completion of the course also carries with it the opportunity to apply to the court for up to a 25% reduction in the total length of a driving ban imposed as part of your sentence (subject to the fulfilment of any other conditions imposed by the court; see section 9).

- (i) Course places are only available to those referred to us by a convicting court, and you will only be able to book your place once we have received your details and issued you with a client reference number, which we will notify you of by post.
- (ii) Your court will send us your contact details and notification of your intention to attend a course shortly after your sentencing. If you have not received any communication from us two weeks after the date of the hearing, you must let us know so we can check that your referral has been received correctly.
- (iii) Your deadline for completion of the course is known as your critical date. This date is set by the court and is non-negotiable.
- (iv) Your eligibility to apply for a reduced ban is dependent on your completion of the course by the critical date, and it is your responsibility to book and complete the course by the critical date.

2. Course availability

We offer courses throughout the year both online and at a limited number of venues for in-person learning. A range of course dates will be offered to you when you make your booking.

- (i) All course places are subject to availability. You should therefore make your booking at the earliest opportunity, to secure a place on a course at a venue of your choice and on a day of the week most convenient to you. You must complete the course before your critical date as set by the court (see 1.iii)
- (ii) We cannot, under any circumstances, allow you to book or attend a course that takes place beyond your critical date.
- (iii) When attending an in-person course at a venue, you are responsible for the cost of your travel.

3. Booking your place

Courses can be booked online at iamroadsmart.com/drink-drive or by phone on 0300 303 1138. After you have booked your place with us, we will send you confirmation of your booking and payment within seven days, either by email or post, according to your preference.

- (i) If you have not received your confirmation after seven days, it is your responsibility to let us know, so that we can reissue your documents.
- (ii) You must check your documents upon their arrival to ensure that your details are correct and inform us immediately of any necessary changes.

4. Payment

You can pay your course fee in full when booking or pay in instalments. We cannot accept cash payments or cheques.

- (i) Payment in full can either be made by phone or online.

- (ii) If paying in instalments, a deposit equivalent to a third of the course price plus the administration fee is required upon booking to secure your place. This can be made online or over the phone.
- (iii) You are responsible for managing your payments; we do not offer Direct Debit or other automated payment plans. You will need to phone to make your second and third/final payment.
- (iv) Whichever method you choose, you must ensure that you have paid your full fee, including any administration fees, no later than 28 days before the start of your course, or your place will be cancelled, and you will forfeit any fees paid to date.
- (v) Occasionally, places may be available on courses that commence within the next 28 days. In such cases you will be required to pay in full to secure a place.

5. Changes, cancellations and refunds

There is a 14-day cooling-off period after your initial booking, during which time you may cancel your place and be refunded in full. Please note that the cooling off period does not apply if the course you book commences within the next 28 days.

In the unlikely event that we are unable to deliver your course on the dates you have booked, we will reschedule your course as soon as possible at no charge. If no suitable alternative can be found, you will have the option of cancelling and receiving a full refund.

- (i) If you wish to change your course date or venue after booking a place, you must let us know at least 28 days before the first day of your booked course: changes made at least 28 days before the first day of your booked course are made free of charge; but are strictly subject to availability of a suitable alternative course.
- (ii) If you choose to cancel or amend your booking within 28 days of your course start date, or fail to attend or complete your course, you will not be eligible for a refund (except under circumstances as described in section 8) and will need to re-pay in full to complete the course.
- (iii) We cannot be held liable for any other financial costs that you may incur as a result of a change of course dates.

6. Special requirements

We endeavour to ensure that the in-person courses we deliver are accessible for all, including clients with mobility issues or other disabilities and likewise, our courses run online are done so in an inclusive format. In some cases, special arrangements may be necessary to accommodate your needs.

- (i) If you have any special accessibility requirements, you must notify us when booking. We cannot be held liable for the failure to accommodate your special requirements if we have not been notified at least 28 days in advance of the course.
- (ii) Courses are conducted in English. If necessary, you may arrange for an interpreter to accompany you, at your own expense. This can be a professional, a friend or a family member. They must be at least 18 years of age, and we must be notified of their name and have authorised their attendance at least 14 days before the course commences. At the discretion of your trainer, you may be removed from the course if it is apparent that your understanding of the content is not of a satisfactory level.

7. Attending your course

Courses take place over 3 sessions (2 full days and one half-day) spread across a 3-week period, and the course involves a certain amount of preparatory activity between sessions.

- (i) You must arrive on time for all course sessions. If you are late, you will be refused entry and will not be able to complete the course. You must allow sufficient time for either your journey to the venue, taking into account the possibility of transport delays etc. or to ensure that you are ready to log-in to an online course and that your device is fully charged etc. You will also be expected to return punctually from all breaks between course sessions, as directed by the course trainer, otherwise you may not be able to complete the course.
- (ii) Entry to the courses both in person and online is dependent on your production of valid and original photo ID such as a current passport, other travel permit or work ID. If you do not have valid photo ID, you must produce 2 forms of non-photographic ID such as a signed bank card or a utility bill. Copies will not be accepted. Failure to produce the necessary ID at registration will result in you being refused entry and not able to complete the course.
- (iii) Clients suspected of being under the influence of alcohol or illegal drugs will be refused entry to

- the course.
- (iv) Use of phones, laptops, recording equipment or other electronic devices (other than the device being used to participate in an online course) during the course is strictly prohibited. This extends to there being any smart speakers switched on in the room, e.g., Amazon Alexa/Echo or Google Nest. Recording or sharing any part of the course content is strictly prohibited.
 - (v) During online courses, the use of a virtual background and/or filter (including a blurred background) is not permitted. You must ensure that these are removed before the start of each day of an online course.
 - (vi) In order to complete an online course, you will need a reliable device, charger, good quality webcam, microphone and speakers. You will need a stable and good quality internet connection. Not being able to attend any part of your course because of a lost internet connection will result in needing to pay to complete the course again.
 - (vii) You must not bring children or pets to in-person courses or have anyone else in the room with you when participating in an online course.
 - (viii) You must remain respectful to staff and to other course attendees. Any abusive, threatening or disruptive behaviour will result in your immediate removal from the course.
 - (ix) You must participate actively in the course and contribute constructively to discussions and activities. You must show a willingness to make future behavioural changes.
 - (x) You must be appropriately dressed and in a suitable location that is well lit, e.g., at a desk/table and not lying on a bed/sofa or be sat in a vehicle.
 - (xi) It is a criminal offence for another person to attend any part of the course in your place. Any such incidents will be reported to the police.

8. Non-attendance

If you fail to attend any of your course days, or are refused entry for any reason, under some circumstances we may still be able to make arrangements for you to complete the course.

- (i) In the event that exceptional circumstances such as illness or bereavement prevent you from attending, you must let us know at the earliest opportunity, and provide supporting documentation (e.g., a letter from your GP or a solicitor). We may, at our discretion, offer to refund course fees or move you to a new course at no additional charge. All cases are reviewed individually, and our decision is final.
- (ii) All rebooking, either of full courses or individual course days, is subject to availability and to your critical date.
- (iii) If you fail to complete your course by your critical date, or you are removed from your course for any reason (as outlined in sections 6 and 7 above), a notice of non-completion will be issued.

9. Course completion

When you have successfully completed your course, we will notify the court on your behalf. The sentencing court will then notify the DVLA. You will then be able to apply for the return of your driving licence.

- (i) Completion of a Drink-Drive Course does not in itself guarantee a reduction in the length of your driving ban. It is your responsibility to ensure that you submit your application in a timely manner, and that you have fulfilled any other conditions imposed as part of your sentence.
- (ii) If you are designated as a 'High Risk Offender' under the Drink-Drive Rehabilitation Scheme, you will also need to undergo a medical examination with a DVLA-appointed doctor. We do not arrange or provide medical examinations.

10. Your privacy

IAM RoadSmart is committed to protecting your privacy. We adhere to the principles of the General Data Protection Regulation (GDPR) and therefore aim to maintain the highest levels of security in the processing of personal data. Details on the collection and use of the personal information you share with us can be found at www.iamroadsmart.com/privacy-notice

