

Terms and Conditions for driving lessons provided by The Driving School

Introduction The following terms and conditions represent the basis upon which driving lessons and courses are offered to you by your driving instructor. Please note the contract for service is between yourself and the instructor. The instructor operates his or her own business and has agreed to be bound by the following terms and conditions.

1. General conduct

The instructor is bound by a professional code of conduct. Your instructor will be courteous, polite, tidy and punctual. He will also behave in a professional and ethical manner at all times. Your instructor's car will be well maintained, clean and tidy. The car used is fitted with dual-controls as part of their standard equipment.

2. Qualifications

As a minimum your instructor will be licensed by the Driving Standards Agency (DSA) to give driving tuition.

3. Driving License, eyesight and health

The pupil must hold a current, valid driving licence (provisional or full), which must be produced on or in advance of their first lesson. The pupil must also check that they can read a number plate at a distance of 20.5 metres with glasses if normally worn. Pupils are reminded of the laws regarding alcohol and drugs, and should present themselves for a lesson in a fit state to drive. The instructor reserves the right to cancel the lesson if he thinks the pupils judgement is impaired. In this instance, the full lesson fee will be payable.

4. Payments

Payment must be made by the pupil to the instructor in full at the start of the course.

5. Limitations

Due to the special nature of this offer, the following additional conditions will apply:

- The driving test must be attempted within 12 months of starting commencing training
- There is no restriction in the number of lessons to achieve a standard of driving appropriate to passing a driving test.
- A "satisfactory standard" will be confirmed by an independent mock test
- Lessons will need to be taken on a regular basis.

6. Postponement

The latest time to amend or postpone a booking is at least 24 hours before the scheduled start time. Cancellations with less than 24 hours notice, a fee of £17.50 will be chargeable. Should the instructor be able to obtain additional work for any lessons postponed, no penalty will be incurred. If this is not possible the full training fee for the period in question will be charged. Your instructor reserves the right to postpone lessons if he or she feels that the weather or road conditions are unsuitable or dangerous. The instructor cannot be held responsible for any costs incurred as a result of him or her having to postpone any lessons for whatever reason.

7. Damage to the vehicle

The vehicle is insured in accordance with the road traffic act to give driving instruction. However, damage caused to the tyres and wheels are not covered by this, and as such, the pupil is advised they will be liable for any damage howsoever caused during their lesson. This also includes punctures.

8. Driving Tests

A. Bookings

Driving tests can be booked by you or by your instructor. Driving test bookings always take priority over other lessons. Therefore, your lesson may be postponed to allow for someone else's driving test and vice-versa. Changes to lesson bookings as a result of this will be notified immediately. Test appointments must be notified to your instructor as soon as they are known, otherwise he cannot guarantee to provide a vehicle for the test.

B. Use of Vehicle

In the interests of customer and public safety your instructor reserves the right to withhold the use of a car for the test if, in their opinion, your driving is actually or potentially dangerous. There is a minimum two hour charge for car rental during the test.

C. Test Cancellation

Three clear working days notice of cancellation or postponement is required by the DSA. Failure to provide the required notice will result in the loss of your test fee. Your instructor cannot be held responsible for any postponement or cancellation of tests by the DSA. However, he or she will do all that is possible to arrange another test as quickly as possible and to help you to reclaim expenses from the DSA.

9. Punctuality

In their own interests learners are advised to be punctual for their lesson appointments. All such appointments should be recorded in their Appointment Record Card to ensure that mistakes are avoided. The instructor would normally wait for a maximum of 15 minutes before the lesson would be abandoned and the lesson fee forfeited and become due for payment. A reciprocal waiting time may become necessary if the instructor is delayed due to unforeseen circumstances. Any lesson time lost as a result of this would be made up by the instructor either at the end of the normal lesson time if possible or at a later date.

10. Learner Comfort & Safety

In the interests of comfort and safety learners are advised to wear suitable footwear and clothing which does not restrict movement. Learners must also take note of any medication they are taking that may affect their ability to drive safely and advise their instructor accordingly before taking any lesson booked.

11. Your Statutory Rights

Nothing in these terms and conditions will reduce your statutory rights relating to faulty or mis-described goods or services provided. The instructor has a statutory obligation to provide you with goods and services fit for the purpose for which they were bought and as described. If you have any doubts about your statutory rights please contact your local Trading Standards Department or Citizen's Advice Bureau.

Instructors Signature

Pupils Signature

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Date

Date

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