

1. Appointment card

a) The appointment card will be issued either before, or on the first lesson, clients are advised to carry the card so that at the end of a lesson their next appointment(s) can be entered.

2. Driving Licence

a) Clients must personally ensure that they are the holders of a valid, signed, current driving licence, which must be produced at the first lesson and will be regularly checked by the driving instructor.

b) Clients must inform their driving instructor if they receive any endorsements on their licence during the time they are receiving tuition.

c) Clients must inform their instructor of any disabilities they have which might affect their ability to drive.

3. Client Wellbeing.

a) In the interest of comfort and safety, clients are advised to wear suitable footwear and comfortable clothing which does not restrict any movement, please ask your instructor for any advice you may require.

b) Please note we operate a no smoking policy on lessons, if required, out-of-car smoke breaks can be arranged though these must be taken within the time of the lesson.

4. Tuition Fees

a) Tuition fees are stated in the fees section of these terms of business. All accounts must be cleared before proceeding to an official driving test.

5. Postponement of a lesson by Instructor

a) If by reason of a vehicle failure or other emergency a lesson has been postponed at short notice, an alternative appointment shall be made with mutual consent. Should such postponement be a driving test, the instructor shall be responsible to the pupil for the fee of the next test if it cannot be cancelled within the required time (see paragraph 7), regardless of the client's continuation of lessons with the instructor. Clients should appreciate that it may not always be possible to notify cancellation if a breakdown occurs on the way to a lesson.

b) Driving tests take priority over lessons therefore, a lesson already booked may sometimes have to be cancelled or postponed if the instructor receives short notice of a driving test.

c) Except provided for in a) above, the instructor will where possible give notice of rearrangement or postponement within the same time limit as the instructor imposes upon a pupil postponing or cancelling a lesson.

d) If circumstances arise that a change of instructor becomes necessary, the pupil shall have the right to decline and also the right to discontinue lessons with the instructor.

6. Postponement or cancellation of lessons by the clients

a) At least 48 hours notice or cancellation of a lesson is required. Please note that Sundays and public holidays are not counted as working days. Late cancellations will be charged for as specified in the fees section. Your instructor could lose earnings in excess of £1,000 pounds per annum as a result of just ONE cancellation per week., therefore please be aware that when you book a lesson you are taking on the commitment to pay for that lesson unless adequate notice is given.

b) Such notice to the instructor (in writing, or by telephone message – not text) shall be deemed to have been served on the day that the communication is received at the instructor's premises, where it will be timed and recorded.

7. Postponement or cancellation of a test

a) The attention of clients is drawn to the fact that a statutory period of notice is required under government regulations for the cancellation or postponement of a test.

b) If possible the pupil will be advised in good time of the advisability of cancelling their test. The instructor cannot be responsible for the loss of the test fee if the pupil fails to notify immediately the test booking office. The address and telephone number is given on the test appointment document.

c) The instructor cannot be held responsible for any postponement or cancellation of a test by the testing

authority – at whatever notice.

d) Clients should note where lessons or tuition vehicle hire are cancelled at short notice, because of cancellation by the testing authority, fees are still payable. It may be possible for clients to claim lost fees from the testing authority.

8. Instructor guarantee

a) The school guarantees that only legally authorised instructors will give tuition.

b) Instructors official authorising documents may be inspected freely at any time.

c) Clients may be accompanied on their lesson by a supervising examiner, whose job it is to ensure that the tuition given meets the required standard. This is a legal requirement and is in the public interest.

d) To ensure consistency and quality of tuition a pupil may expect a senior supervising instructor present during some of the lessons.

9. The driving test

a) Your instructor will advise the appropriate time to make an application to a driving test. The advice will be based on the client's progress to date and does NOT imply that the necessary standard has been reached or that it will for certain be reached by the appointed test date. The instructor will not hesitate to advise, where necessary, the postponement of the test. This condition is intended to save the pupil expense, unnecessary failure and the consequent delay in waiting for another test and obtaining a full licence.

b) The instructor reserves the right to withhold the use of the instructor car for the test or a lesson, if in the opinion of the instructor the client is:

Not at driving test standard

Medically unfit (including eyesight)

Under the influence of drugs or alcohol

Is not properly licensed to drive

Consistently fails to keep, or is late for appointments

Fall into arrears over payment

If for any other reason, the instructor considers the client will be unsafe to handle a motor vehicle

c) Clients may be accompanied on their test by a supervising examiner, whose job it is to ensure that official standards of testing are observed by examiners. This is a legal requirement and is in the public interest.

d) You are reminded that when you go to take your driving test you must take the required documents. Failure to comply with this regulation will mean the examiner will have to cancel your test; you will forfeit your test fee and have to apply for another test.

e) In the event of the test appointment being sent to the client they are required to notify the instructor as soon as possible, of the date and time of the test and show the document to their instructor on their next lesson. The instructor cannot accept any responsibility for booking an incorrect time or date of a test unless the appointment document is produced. If the appointment is sent to the instructor, then an undertaking is given to show the client the document on their next lesson or notify them as soon as possible. The document will be handed to the client on request.

10. Lessons in own car

a) Lessons may be given in Client's own car if the instructor is willing to do so, on condition that it is clearly understood:

The car is fully insured for teaching for reward and this must be confirmed in writing by the vehicle underwriters.

The instructor is covered by such insurance to drive the car – to be confirmed of as above

The instructor can in no way be liable for any damage of accident. While the instructor may make every effort to prevent the client having an accident, or damaging the car, it will be realised that their control is very limited. If clients wish to have lessons in their own car then a second rear-view mirror must be provided for the instructor. In view of extra responsibility entailed, there will normally be no reduction in lesson charges.

11. Insurance

a) Instructors cars are fully insured for tuition and driving tests, (The certificate of insurance is available for

inspection)

b) No liability of any kind can be accepted by the school or instructor for the loss of, or damage to any property belonging to, or in possession of the client.

12. Legal liability

a) Clients are aware that their instructor's primary objective is to promote road safety and in doing so he/she will have to issue instructions which clients must be prepared to carry out without undue argument.

b) The instructor will make every effort to train you to the highest standard but can in no way be held liable for any errors you may commit whilst driving and unaccompanied by your instructor either before or after a test pass.

13. Complaints

If you are unhappy with any aspect of your tuition you should notify the school/instructor without delay and not later than seven days from the date on which the cause of the complaint arose. Every effort will be made by the school/instructor to satisfactorily deal with the complaint, these "Terms of business" and the "Code of Practice for Approved Driving Instructors" forming the basis for negotiations.

Clients are advised to be punctual for lessons; the instructor will wait 15 minutes, a reciprocal time should be allowed for the instructor who may be delayed due to unforeseen circumstances. The lesson will be deemed to have started at appointed time or at the arrival of the instructor if that should be later.

Terms and Conditions for Intensive Courses

All prices are correct at the time of publishing but are subject to change. Course content may vary depending on the client's needs or instructor's recommendations. This is in the customer's interest and can be changed at any time by the instructor. The course start and test dates will be agreed on booking but the tuition times will be agreed verbally between the pupil and instructor. 25% of the total course cost is required as a deposit and is non refundable. The balance is due 4 weeks prior to the course start date. Should a customer require a formal invoice please request this on booking. No other refund of monies paid will be given unless 21 clear working days notice has been given. Any cheques returned to us unpaid will result in a £10 charge per cheque.

Should you wish to change the dates of your course this may incur a small charge. A valid provisional driving licence must be presented at the start of your course. If you have any motor/convictions or disabilities it is important that you inform us at the outset.

Any abusive, offensive or other such conduct will not be tolerated and the course may be terminated without notice. We cannot be held responsible for any losses incurred due to misconduct.

In the event of a mechanical breakdown of the instructor's car or for any other reason that the instructor is unable to substitute another instructor for a specific course - rearrangement of the course may be necessary.

The instructor and/or school have the right to withdraw the car from any test if the pupil has not reached the required level to complete a test safely and competently. The instructor will give a full explanation of reasons for withdrawal.

If the instructor feels that the student has reached test standard prior to using up all paid for lessons, the balance may be offset against the cost of the car for test purposes.