

Drivability

Terms and Conditions of Service

Introduction

The following terms and conditions represent the basis upon which I (Owner of Drivability School of Motoring) offer driving lessons and courses to you (the student)

1. General Conduct

I will be courteous, polite, tidy and punctual. I will behave in a professional ethical manner at all times. My training car will be well maintained, clean and tidy (weather permitting). My car is fitted with dual-control and is fully insured for driving tuition purposes. I will not smoke in the training car at any time, nor will I use your lesson time for any other form of business, personal or otherwise without your expressed permission.

2. Qualifications

I am legally authorised to give driving tuition in the U.K. by the driver and Vehicle Standards Agency (DVSA).

3. Driving Licence and Eyesight

You must hold a current valid driving licence (Provisional or full), which must be produced on or in advance of your first driving lesson with a licence check code that proves your entitlement to drive. You must also check that you can read a number plate at a distance of 20.5 metres (i.e. 67 feet - about 5 car lengths) with prescribed visual aids (i.e. contact lenses or glasses) if normally worn. Please note if you need contact lenses or glasses to achieve this you must make sure you wear them on each and every driving lesson.

4. Safety, Comfort and Well Being

Safety is shared responsibility as identified below:

- a) In the interests of comfort and safety you are advised to wear suitable footwear and clothing which does not restrict movement or which might cause embarrassment.
- b) It is important you act responsibly at all times and give your undivided attention to the driving task at hand. Should anything be distracting you during your lesson it is important that you make me aware of this fact even if it is something i am doing. Similarly, if you are feeling uncomfortable or uneasy about any driving task please let me know I will be grateful for your feedback and I will think no less of you for doing this.
- c) In an emergency situation it is important you follow my instructions and allow me to take control of the steering wheel if necessary, to avoid an incident. I may also need to make use of the dual controls (i.e. brake and or clutch pedals) and thus override your use of them. As soon as it is safe to do so I will advise you of why my actions were necessary and help you to calm down if required. Any subsequent discussion will focus on what can be learnt rather than who was to blame.
- d) I will do my best to deliver any instructions or take any actions (even in an emergency) in a calm and measured manner so as not to alarm you or make you feel uncomfortable or disheartened in any way. I will definitely not shout or make any sarcastic or derogatory remarks.

- e) You can be assured I will not use improper language or suggestive behaviour and physical contact.
- f) You must take note of any medication you are taking which may affect your ability to drive safely and advise me accordingly before taking any lesson booked. Similarly, you should inform me of anything you feel might impact on our ability to undertake the proposed lesson safely.
- g) In the event it becomes apparently you are unable to, concentrate due to illness, tiredness, or your emotional state of mind i reserve the right to terminate the lesson early or require your agreement to choose an alternative learning activity, which can still be undertaken safely.

5. Driving under the influence

To ensure the safety of you and other road users \ I reserve the right to cancel any lesson if you are or if I suspect you are under the influence of drugs, legal highs and or alcohol. If this occurs the full training fee for the period in question will be lost or charged.

6. Lesson postponement

You may lose, or be required to pay for any lessons booked in my diary which are postponed or cancelled by you. Especially if I am unable to obtain new replacement work for those appointment time (S). However, I reserve the right to postpone lessons if I consider the weather or road conditions to be unsuitable or dangerous. Unfortunately, I cannot be responsible for any costs incurred as a result of me having to postpone any lessons, for whatever reasons.

7. Punctuality

In your own interests you are advised to be punctual for your lesson appointments. All such appointments should be recorded (and checked where possible with me) in your Appointment card to ensure mistakes are avoided.

I would normally wait for you for a maximum of 15 minutes before the lesson would be abandoned and the lesson fee forfeited or become due for payment. A reciprocal waiting time may become necessary if I am delayed due to unforeseen circumstances. I will make up any lesson lost as a result to this at the end of the normal lesson time or as soon as possible. Any such shortfall should be recorded in your appointment card.

8. Payments

Please note:

- a) You are required to make payment for the course of the driving lessons in advance of the training. To book a course, a 50% deposit or full course fee (if the course start date is within 4 weeks of the booking date is required);
- b) The deposit, or and subsequent training fees paid are not refundable in the event you decide to cancel the training once the booking has been accepted by me and placed in my diary. At this point a binding agreement is made between yourself and me. This does not in any way affect your statutory right to be provided with the goods and services you have bought (please see term 11)
- c) A full refund will be given if I can not satisfy any special requirements discussed and agreed prior to starting lessons.

9. The Driving Test

a) Bookings

Driving tests can be booked by you or myself on your behalf. Driving tests 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 me as soon as they are known to you, otherwise I cannot guarantee to provide a vehicle for the test or any lessons just prior to it.

b) Use of the vehicle

In the interests of customer and public safety I reserve the right to withhold the use of the training car for the test if, in my opinion your driving is actually or potentially dangerous – behaviour which if repeated on the test would result in a test failure.

c) Test cancellation

Three working days (Sundays and public holidays don't count as working days) notice of test cancellation or postponement is required by the DVSA. Therefore, to cancel a test booked for Friday you need to do this online no later than the preceding Monday thus giving three clear working days (i.e. Tuesday, Wednesday and Thursday). Failure to provide the required notice will result in the loss of your test fee. I cannot be held responsible for any postponement or cancellation of tests by you or the DVSA. However, I will do all that is possible to arrange another test as quickly as possible and to help you to reclaim expenses from the DVSA if appropriate.

10. Complaints

In the event of a complaint I would be extremely grateful if you would give me the opportunity to resolve

the matter in the first instance. However, please do not let a problem linger.

11. Your Statutory Rights

Nothing in these terms and conditions will reduce your statutory rights relating to faulty goods or services provided I have a statutory obligation to provide you with goods and service 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.

Below you have my signature to acknowledge my acceptance of the above.

Instructor:

And I would be grateful if you would sign below to acknowledge the acceptance of above:

Student:

Date on which the above was accepted by both parties:

Date: