

## 1. INTERPRETATION

1. In these Terms and Conditions, the following words have the following meanings:

<b>Agreement</b>	The agreement between the School and the Client which incorporates these Terms and Conditions
<b>Instructor</b>	The instructor named within this Agreement, or such other properly qualified instructor as the School may provide
<b>Client</b>	The person identified as such within this Agreement
<b>Training</b>	Such driving lessons or any such other driving-related training agreed between the parties, and to be provided by the School to the Client for the duration set out in the Agreement and the frequency of which as agreed between the parties
<b>Training Session</b>	A singular unit of Training, the duration of which has been agreed between the parties, one or more of which is a constituent of the Training.
<b>Minimum Number of Training Sessions</b>	A minimum number of training sessions which the Client has agreed to book for a discounted price per Training Session as inserted in the Agreement
<b>Price</b>	The price per Training Session as stated in the Agreement or as may be notified to the Client by the School from time to time
<b>Agreed Price For Driving Test</b>	The price which the School will charge to Client for the use of the School Vehicle for the duration of the practical driving test as set out in this Agreement
<b>School</b>	The driving school identified within this Agreement
<b>School Vehicle</b>	The vehicle provided by the School in which the Client will take the Training Sessions (to the extent a vehicle is required for the Training Sessions)

2. The headings in these Terms and Conditions are inserted for convenience only and shall not affect its construction or interpretation.
3. Words imparting the singular include the plural (and vice versa) and words imparting a gender will include all genders.

## 2. PROVISION OF THE TRAINING

1. The School will provide the Client with the Training, in consideration for the Price.
2. The time, date and pick-up point (if applicable) for each Training Session will be agreed in advance between the Client and the School.
3. Unless otherwise agreed in accordance with clause 9, if the Training requires the use of a vehicle then it will be in the School Vehicle.
4. If the Training involves driving tuition, the School will only provide Instructors who are approved and licensed by the Driver and Vehicle Standards Agency ("DVSA") (which for the avoidance of doubt includes both DVSA Approved Driving Instructors and DVSA Potential Driving Instructors) and who the DVSA consider to be suitable and specially trained to teach people to drive.
5. The Instructor is bound by a voluntary DVSA Code of Practice and will be courteous, polite, tidy and, subject to matters outside of his/her control, punctual at all times.

## 3. THE CLIENT'S OBLIGATIONS IF THE TRAINING INVOLVES THE CLIENT DRIVING A MOTOR VEHICLE

1. The Client must hold a current, valid driving licence (provisional or full), which must be produced to the Instructor on or in advance of the first Training Session. In addition, an Instructor may carry out additional checks periodically to ensure the driving licence remains current and valid. If no driving licence is provided, the Instructor will not allow any practical driving Training.
2. The Client must be able to read a number plate at a distance of 20.5 meters (with glasses or lenses if normally worn) in good daylight.
3. The Client must ensure that they are in a fit state to drive safely, and at no time during Training are they under the influence of alcohol or any other substance (including but not limited to any illegal substances) or otherwise suffering a condition that may affect their ability to drive.
4. If at any time the Instructor, in his absolute discretion, considers that the Client is not in a fit state to drive safely, then the Instructor may refuse to proceed with the Training Session or stop the Training Session. No refund for that Training Session will be due or payable.
5. It is strictly prohibited for a Client or Instructor to use a mobile phone device (or any other electronic device) whilst driving in any Training Session. Mobile phones may only be used when the vehicle is parked, the engine is switched off and there is no key in the ignition.

## 4. PROCEDURE AND THE CLIENT'S OBLIGATIONS FOR TAKING A DRIVING TEST

1. Unless otherwise agreed in writing between the Client and the Instructor, the Instructor will inform the Client when, in the Instructor's opinion, the Client is ready to take their driving test. The Instructor will then book the practical driving test and the School will arrange for the School Vehicle to be available for the driving test in accordance with clause 7.1. If the driving test is not booked in accordance with this clause then the School Vehicle will not be provided for the Client's driving test.

- If, (in accordance with clause 4.1) the Instructor and Client have agreed in writing that the Client will book his/her own driving test, then the Client must give the Instructor notice of the practical driving test as soon as reasonably practicable so that the School can arrange for the use of the School Vehicle in accordance with clause 7.1. Failure to give adequate notice may result in the School Vehicle being unavailable for the practical driving test.

### 5. GUARANTOR

- In consideration for the School providing the Training to the Client, the Guarantor agrees as principal debtor, to guarantee all obligations of the Client under the Agreement and these Terms and Conditions, and to indemnify and keep the School indemnified against any default by the Client and all losses, costs, claims or expenses incurred by the School as a result of any breach by the Client of the Agreement or Terms and Conditions. The School need not pursue the Client before the Guarantor and the Guarantor, as principal debtor, will be liable under the Agreement and these Terms and Conditions as though it were the Client.

### 6. TRAINING CANCELLATION OR POSTPONEMENT

- Subject to clause 6.2, either party may cancel or postpone a Training Session upon providing at least 48 hours' notice. Failure to give such notice may result in the Client being charged the full Price for the Training Session. If the School/Instructor cancels a Training Session without giving 48 hours' notice or otherwise than in accordance with this Agreement and these Terms and Conditions, then provided it is not as a result of circumstances outside of the control of the School or under clause 6.4 or 6.4, the School may be liable to the Client for the Price. Provided enough notice is given in accordance with this Agreement then the Client will be entitled to a refund of any Price paid.
- If a Minimum Number Of Training Sessions comprising the Training has been agreed and inserted into this Agreement, and the client has been given a discounted rate for each Training Session in consideration for agreeing to pay for a Minimum Number Of Training Sessions then the Client shall pay for the agreed number of Training Sessions in advance of the commencement of the Training Sessions. If the Client cancels the Training before the Minimum Number Of Training Sessions has been completed then, subject to clause 10.4, the Client will be charged at the discount rate as detailed in this Agreement which has been applied to each Training Session for each Training Session, and in addition the Instructor may charge the Client an additional 5 GBP administration charge for each of the Training Sessions not completed up to the Minimum Number Of Training Sessions set out in this Agreement. Such amounts will be deducted from the price paid in advance and the remainder (if any) shall be repaid to the Client.
- For the purpose of clause 6.2, the School shall be entitled to treat the Client as cancelling Training Sessions if the Client: (a) postpones more than two (2) Training Sessions sequentially; (b) fails to agree to take a further Training Session at a time within the School's usual hours of business within one (1) calendar month of the last Training Session; or (c) if the Training involves driving, the Client is, in the Instructor's opinion, unfit to drive safely on more than one (1) occasion.
- The Instructor may postpone a Training Session if he, in his absolute discretion, considers the weather or road conditions to be unsuitable or dangerous. The Instructor will endeavour to provide the Client with as much notice as practicable. An alternative time and date for the Training will be suggested, and the School will have no further liability.
- The Client accepts that Training and Training Sessions may occasionally need to be postponed to allow another Client to use the School Vehicle for their driving test. The Instructor will endeavour to provide the Client with as much notice as practicable. An alternative time and date for the Training will be suggested, and the School will have no further liability.

### 7. THE DRIVING TEST

- The School will endeavour to provide the Client with the use of the School Vehicle for the practical driving test. Use of the School Vehicle for the practical driving test will be charged at the Agreed Price For Driving Test. Occasionally, the School Vehicle will not be available for a practical driving test for reasons outside of the control of the School, for which the School will have no liability. In such circumstances the School will endeavour, where practicable, to provide the Client with at least three (3) working days notice of the unavailability of the School Vehicle. The School Vehicle will not be supplied for a practical driving test if it is already booked for another practical driving test at the same time that the Client notifies the Instructor of the Client's practical driving test.
- Without prejudice to clause 7.1, the School will in any event, have no liability for failing to provide the Client with the School Vehicle for the practical driving test if the Client has not complied with clause 4.1 of these Terms and Conditions.
- The School may withhold the School Vehicle if the Client's driving, in the opinion of the Instructor, is actually or potentially dangerous or is otherwise not to test standard.

### 8. THE SCHOOL VEHICLE

- The School Vehicle will be fitted with dual controls and will be well maintained, clean and tidy at all times (subject to reasonable wear and tear).
- The School will not be liable for any failure of the School Vehicle during a Training Session or the practical driving test unless it is a direct result of negligence on the part of the School or the Instructor. The Client and the Instructor will check the School Vehicle prior to the practical driving test.
- In the event that the School Vehicle fails during a practical driving test, and there is no negligence on the part of the School or Instructor, the School will not be responsible for reimbursing any practical driving test fee.

### 9. THE CLIENT'S OWN VEHICLE

- If the Client wishes to have Training in his own vehicle or a vehicle supplied by him ("Client's Vehicle"), then the Client must bring this to the Instructor's attention at least 48 hours prior to commencement of the applicable Training Session. It is within the Instructor's sole discretion as to whether he agrees to Training taking place in the Client's Vehicle. If the Instructor does agree to Training taking place in the Client's Vehicle, then at least forty-eight (48) hours prior to commencement of the Training, the Client must provide the Instructor with evidence from a reputable insurer that the Client Vehicle is fully insured for the purposes of professional driver training and/or for use in a practical driving test and the Client warrants to ensure such insurance continues for the full duration of any Training with the School. If no evidence of sufficient insurance cover is provided, the Instructor will not agree to the use of the Client Vehicle.

2. If the Instructor agrees to the Training being conducted in the Client's Vehicle, then the Client warrants that the Client Vehicle is roadworthy, has a valid MoT certificate (if applicable) and is in good condition generally. The Client will supply the Instructor with a valid MoT certificate (if applicable) upon request. If the Client fails to supply the Instructor with a valid MoT certificate (if applicable) or if in the Instructor's reasonable opinion the Client Vehicle is not roadworthy or cannot be driven safely, then the Instructor may cancel the Training Session and no refund of the Price will be payable to the Client.
3. Prior to the commencement of any Training, the Instructor will check the Client Vehicle to ensure it meets the DVSA Minimum Test Vehicle requirements (which can be found on the Gov.uk website).
4. The Client Vehicle must display visible 'L' plates at all times during Training (unless the Client is already holding a full driving license in which case 'L' plates will not be required).

### 10. PRICE AND PAYMENT

1. The Price payable for the Training will be that set out in this Agreement or such other amount as is expressly agreed between the School and the Client from time to time.
2. Save where payment is made in advance where a Minimum Number Of Training Sessions are agreed, payment must be made prior to each Training Session to the Instructor, whose receipt will be a good discharge to the Client. The time for payment will be of the essence.
3. Subject to clause 10.4, the School may alter the Price upon giving the Client at least 48 hours' notice.
4. Where a discounted Price has been agreed in consideration of the Client agreeing to book a Minimum Number Of Training Sessions and provided payment has been made in full in cleared funds before the commencement of the Training Sessions, the School agrees not to alter the Price of the Training Sessions until the Minimum Number Of Training Sessions have been completed. The exception to this is where matters outside of the School's control (for example, fuel costs) have resulted in an increase of more than five (5) per cent in the cost of the School providing the Training Sessions. Should the School increase the Price of the Training Sessions in accordance with this clause, then the Client may cancel any outstanding Training Sessions at the increased Price and claim a refund without penalty.
5. Where vouchers are issued for Training Sessions, the Instructor must write an expiry date on each and every voucher and once expired such vouchers will no longer be valid or accepted.

### 11. LIMITATION OF LIABILITY

1. Nothing in this Agreement will limit the School's liability in any claim for death or personal injury caused by the School's negligence.
2. In no circumstances will the School be liable for any loss or damage if, and to the extent that, such loss or damage is caused by the Client's failure to comply with their obligations under this Agreement or these Terms and Conditions, or with the Instructor's reasonable instructions.
3. The aggregate liability of the School for direct loss resulting from the School's default will be limited to 100 GBP per claim.
4. The School will not be liable for any losses, costs, claims or expenses arising as a result of any event which is outside of the School's reasonable control or expectation.
5. The School will not be liable, whether based on contract or tort or any other legal ground, for any consequential, indirect or incidental loss of whatever kind and however caused.

### 12. GENERAL

1. The School will comply with the Data Protection Act 2018 at all times and will not pass the Client's details to any third party without the Client's consent (unless required to do so by law). The Client consents for their personal data to be: (a) used by the School for administrative and record keeping purposes; and (b) passed to the School's insurers in the event of an actual or potential claim and to allow the School and/or Instructor to arrange motor vehicle cover. The School confirms that it has adequate measures in place to protect the Client's personal data and that it will at all times adhere to its privacy policy (a copy of which will be provided to the Client).
2. Each right or remedy of the School under this Agreement and these Terms and Conditions is without prejudice to any other right or remedy of the School, whether under these Terms and Conditions or not.
3. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question will not be affected. Every provision is agreed to be severable from every other.
4. No waiver by the School of any breach of these Terms and Conditions by the Client will be deemed as a waiver of any subsequent breach of the same or any other provision, nor of the provision itself.
5. A person who is not a party to these Terms and Conditions will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
6. These Terms and Conditions will be governed and construed in accordance with the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

### 13. COMPLAINTS PROCEDURE

1. Any Client complaints should initially be directed in writing either: (a) by registered post and marked for the attention of the "Managing Director/Proprietor" of the School at the address written on the front of this Agreement, or (b) by email to the email address on the front of this Agreement. The Client's initial letter of complaint will be acknowledged within fourteen (14) days. The Client will thereafter be asked to supply information about the complaint. The Client will endeavour to supply to the managing director/proprietor as much information about the complaint as possible, as may reasonably be requested. Matters will then be fully investigated and, where practicable, the results of the investigation and the resolution proposals will be given to the Client in writing within twenty-eight (28) days of the Client providing the requested information.
2. Should the Client be unhappy with the outcome of the investigation and the handling of the complaint, then the Client may complain to the ADI registrar by writing to the Registrar at The Driver and Vehicle Standards Agency, The Axis Building, 112 Upper Parliament Street, Nottingham, NG1 6LP. The complaints procedure can be found on the Gov.uk website.