

<<INSERT NAME>> D RIVING SCHOOL TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are to apply:

A. to the provision of driving tuition for Pupils working with <<Insert name of Driving School>> [of <<Address>>] of <<Company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Address>>] to <<Company Name>> for the purpose of driving tuition.

B. where the Pupil is a “Consumer” as defined in the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

“Business” means any trade, craft, or profession carried out by an individual or a person/organisation;

“Consumer” means a natural person as defined by the Consumer Rights Act 2015 who has entered into these Terms and Conditions as a customer of the Instructor who is not acting as the Instructor for the customer’s purposes wholly or mainly outside of his/her business;

“Data Protection Legislation” means the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any law or regulation made or replaced from time to time under the powers conferred by either of them;

“Instructor” means the Instructor(s) assigned by Us to the Pupil;

“Price List” means the standard price list for driving tuition. The Price List shall be available on <<insert location e.g. Instructor, website, or on request by email or otherwise>>.

“Pupil/You/Your” means the recipient of driving instruction;

“Regulations” means the Motor Vehicle (Driving Instruction) Contracts (Information, General Conditions and Additional Charges) Regulations 2013;

“School/We/Us/Our” means <<Name of Driving School>> whose place of business and registered office address is [the same address as <<Address>>] or <<Address>>].

1.2 Unless the context otherwise requires, any reference in these Terms and Conditions to:

1.2.1 “these Terms and Conditions” shall be a reference to these Terms and Conditions as amended or replaced from time to time and in force at the relevant time; and

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- 1.2.2 a Clause or Conditions;
- 1.3 The headings used and shall not affect the
- 1.4 Words signifying the include the plural and vice versa;
- 1.5 References to any gender.

2. Driving Instructors

- 2.1 The Instructor is a free and is not employed by the School. As such, he/she is not bound by any contract that might exist between the Instructor and liability for his/her actions. Clause 11.5 as to Our responsibility and
- 2.2 The Instructor is registered as an approved driving instructor (ADI) and his/her certificate is up to date. He/she shall display his/her current DVSA certificate in any vehicle that he/she uses for a lesson, and the ADI certificate is kept up to date at all times.

3. Driving Lessons

- 3.1 A lesson will only be provided if You have a pre-booked appointment for it. You must arrive at Our address or email address at the time specified [following an initial booking confirmation from the Instructor's res]. It shall be Your and Our responsibility for all matters relating to each lesson including, but not limited to, the time and duration;
- 3.2 Your request to the Instructor will be an offer, but whether to accept any request is for the Instructor to decide in his/her discretion. Only if and when he/she accepts Your request for any particular lesson(s) will a contract between You and Us for that/those lesson(s) be entered into;
- 3.3 If You wish to make a booking and in his/her discretion the Instructor accepts that booking, Our contract with You will be entered into;
- 3.4 Neither We nor the Instructor can guarantee any lesson slots or guarantee the regularity of lesson slots on any particular date and/or time except that We will endeavour to make available regular lesson slots for You if and when You reserve a particular lesson slot for a booking for it from You. We will make reasonable endeavours to make available regular lesson slots for You;
- 3.5 If You know You are unable to attend a lesson, You should contact the Instructor (if You are not ready) later than <<insert time period>> after the start of the lesson. If You do not contact the Instructor before our booked lesson, the Instructor will try to provide the lesson. If the Instructor decides that he/she cannot do so, the lesson will not be provided. If the Instructor then decides to cancel the lesson without notice by You and, if the lesson is cancelled without notice, sub-Clause 3.6 shall apply;
- 3.6 You may cancel a lesson if You give the Instructor at least

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<<insert period e.g. 24 hours>> of the cancellation and if You do so We will refund to You (or the Instructor does so) any sum You paid in advance;

3.7 If You do not give the Instructor >> prior notice of cancellation, we will be entitled to charge You for any net financial loss (including any sum for which We are liable) (including any sum for the lesson cancelled) but not more than <<insert period e.g. 24 hours>> full price of the lesson. We will be entitled to deduct that sum from any You paid Us in advance, and We shall refund the balance to You;

3.8 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a lesson without giving the Instructor <<insert period e.g. 24 hours>> prior notice, he/she will in his/her discretion decide whether to waive any charge for late cancellation. We are entitled to make under sub-Clauses 3.5 and 3.7 a charge for that lesson;

3.9 If We or the Instructor are unable to attend a lesson, We or he/she may do so without incurring any charge (including any charge for that lesson) if We or he/she give You <<insert period e.g. 48 hours'>> prior notice, but if he/she does not give You at least that minimum notice, We shall be liable to You for that lesson with an additional lesson at no charge;

3.10 Notwithstanding sub-Clause 3.9, the Instructor may, without incurring any liability to You, cancel a lesson at any time before the start time of that lesson, where either:

3.10.1 due to the unavailability of a suitable vehicle, or other reasons beyond the Instructor's reasonable control, he/she is not available or unable to provide the lesson fully or properly. If the Instructor does so in such circumstances, We will refund (or will ensure that the Instructor does so) to You in full any sum paid in advance for that lesson; or

3.10.2 the Instructor cancels the lesson because that You are not fit to drive at the time of the lesson (including, but not limited to, because of alcohol, drugs or otherwise), illness or other medical condition. If the Instructor cancels the lesson for such reason, We shall be liable to You for that lesson in the Instructor's discretion, either to charge You for that lesson or to provide You with an additional lesson at no charge You;

3.11 the Instructor shall not be liable to You for a lesson which You have booked if the lesson is delayed by overrun of a previous lesson or by other circumstances. If the delay to the start is at least <<insert period e.g. 15 minutes>> prior time period, e.g. 15 minutes, before or after You or the Instructor arrives for the lesson, the Instructor shall notify You that there will be a delay of at least <<insert period e.g. 15 minutes>> and will not have to pay for that lesson and We will refund (or will ensure that the Instructor does so) to You in full any advance payment made for that lesson. If, however, in those circumstances the lesson is delayed at no charge to You or, if those circumstances do not suit You, the Instructor shall add on to the lesson the time lost (including any time lost to a subsequent lesson, or if You do not book a further lesson, the Instructor shall do so) a part of that sum (or will ensure that the Instructor does so) a part of that sum (or will ensure that the Instructor does so) a part of that sum not added on; and

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3.12 Where the contract Regulations give You the right to cancel any booking, this sub-Clause 3.12, and they will be in addition to the above provisions of this Clause 3. You may for an hour or more before the lesson(s) during the 14 day period after the Instructor has been notified of the booking, but if the booking includes a lesson(s) on a date that is the end of that period and if You have expressly requested that we provide any such lesson(s) and We or he/she does not provide that or those requested lesson(s) and You must pay for the lesson(s) with Clause 5, and You may then only cancel any other booking made at that booking. If You request that any lesson be cancelled, we will do this in any way convenient to You. If You cancel any lesson(s) under this Sub-clause 3.12, and You have already made any payment for the lesson(s), We will refund (or will ensure that the Instructor is paid) to You within 14 days of receiving Your cancellation request, unless the Instructor has already received payment for the lesson(s) that You have received.

4. Lessons – Location, length and time

4.1 The Instructor will arrange to meet You at the time of each lesson with You at the time of booking. He/she may require that each lesson requires additional travel in the interests of road safety and that you wish to be picked up and taken to that location by taxi or car. We will form part of the lesson time; and

4.2 The minimum length of a lesson shall be as agreed between You and the Instructor. The minimum period e.g. 30 minutes and the maximum period e.g. 2 hours>>].

5. Fees and Payment

5.1 You must pay Our fees for lessons on an <<insert basis e.g. per lesson or per hour>> basis. You may obtain information on current lesson fees from <<insert website, or from the Instructor>>;

5.2 We may change Our fees between the time of booking and the date of the lesson [and You must pay for it in advance]. Any price increase or reduction will not apply to that lesson unless You agree. We may in Our discretion decide to refund You if the price increases; [and]

5.3 You shall make payment in advance by <<insert methods e.g. debit card, credit card, cash>> subject to sub-Clause 5.4]. The Instructor shall give You a receipt for the amount that he/she receives from You; [and]

5.4 [You may pay Our fees by <<insert methods e.g. debit card, credit card, cash>> or (by <<insert methods e.g. debit card, credit card, cash>> if You do so You should obtain a receipt from the Instructor to account to Us for the payment.]

6. Instructor's Obligations

The Instructor shall, at all times, use his/her reasonable endeavours to provide safe driving instruction at the agreed

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lesson times;

- 6.2 use his/her reasonable care to you to a high standard, but shall not be responsible for any damage to the vehicle or other road users;
- 6.3 be professional and courteous to you and other road users;
- 6.4 act in accordance with the Code of Practice for Approved Driving Instructors (a copy of which is available from Us on request); and
- 6.5 act in accordance with the relevant regulations.

7. Your Obligations

- 7.1 You confirm that in making a request(s) to receive driving tuition from Us and any Instructors you will be a "consumer" as defined in Clause 1 above;
- 7.2 You must hold a valid driving licence (either provisional or full);
- 7.3 You must always have your driving licence (photo card and paper counterpart) with you when you are training for a retest, You must present proof to the Instructor of that entitlement;
- 7.4 If You have been b... be legally entitled to that entitlement;
- 7.5 You must demonstrate a number plate from the distance specified in the H... distance>> at the date of these Terms and Conditions;
- 7.6 You must always wear your glasses or contact lenses;
- 7.7 You must inform Us of any medical conditions or prescribed medication which may affect your ability; and
- 7.8 If You fail to comply with any of sub-Clauses 7.2 to 7.7 above or We or the Instructor find you are not a "consumer" (as defined in Clause 1 above), We or the Instructor may cancel one or more lessons. If the Instructor does so, We/ discretion still charge for the cancelled lessons.

8. Vehicles and Insurance

- 8.1 We shall ensure that all vehicles used by Us and/or the Instructor are fitted with dual controls, are taxed, have a valid MOT (where relevant), and are fully insured for the purposes of driving instruction; and
- 8.2 [You may request to use your own vehicle. Whether You use Your own vehicle is for the Instructor's sole discretion. You must provide proof to the Instructor of its suitability, worthiness, tax, valid MOT (where relevant) and suitable insurance for the purposes of driving instruction.].

9. Driving Tests

- 9.1 The Instructor shall contact You and shall inform You when he/she feels that You are ready for a test;
- 9.2 [You] AND/OR [We] shall be responsible for booking the test.

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not be liable to You for any loss of business, interruption to business or for any injury to You or any property of Yours;

11.3 Nothing in these Terms and Conditions intended to or will exclude or limit Our or the Instructor's liability for personal injury caused by Our or the Instructor's negligent or fraudulent misrepresentation;

11.4 Furthermore, if you are protected by the Consumer Rights Act 2015, or a consumer protection law of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice or restrict Your rights or remedies under that legislation, or Your rights or remedies under any other applicable law.

11.4.1 the Consumer Rights Act 2015;

11.4.2 the Regulations made under the Consumer Rights Act 2015;

11.4.3 the Consumer Protection (Distance Selling) Regulations 2008;

11.4.4 any other consumer protection legislation.

For more details of the consumer protection legislation as that legislation is amended from time to time.

For more details of the consumer protection legislation, please refer to Your local Citizens' Advice Bureau or Trading Standards.

11.5 Subject to these Terms and Conditions (including Clause 2.1), we cannot be held responsible for any loss or damage of any kind (including loss of profits, business, data, or other intangible loss) suffered by You as a result of the use of the Services.

11.5.1 negligent or reckless acts or omissions of the Instructor for which, if the Instructor were an employee of the School, the School would be responsible;

11.5.2 act or omission of the Instructor which, if it were Our act or omission, would be a breach of Our duty of care to You.

In any such case, Our liability shall be no less or greater or shall be limited in any way than if the act or omission had been that of the Instructor as an employee of the School or its employees.

12. Changes to Terms and Conditions

We may, from time to time, amend these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

13. How We Use Your Personal Information (Data Protection)

13.1 In so far as providing the Services to You involves Us in collecting, storing, using, disclosing or otherwise processing any data about You (including, but not limited to, Your name, address, contact details, and payment information), we will do so in accordance with applicable data protection legislation and Your rights under that Data Protection Legislation.

13.2 We may use Your personal information for the following purposes:

13.2.1 provide tuition to You;

13.2.2 process Your payments;

13.2.3 in certain circumstances, to pass Your personal information to third parties, for example, You wish to pay for Our Services through a payment provider. For Your consent, We may pass Your

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personal information
are also bound by
hold Your personal

reference agencies. These agencies
on Legislation and should use and
accordingly; and

13.2.4 We will not provide
(except, for the purposes of
Instructor), with

information to any other third parties
Terms and Conditions, to the
our express permission.

14. Regulations

We are required by the Regulations to make available to You as soon as possible before We or the Instructor provides that information is already included in the information included in the Terms and Conditions now, or We will make it available to You as soon as possible before We or he/she accepts Your booking. We will make it available to You as required by the Regulations for a Consumer.

at certain information is given or made available to You (i.e. before We or the Instructor provides that information is already included in the information included in the Terms and Conditions for You to see that the Instructor does so before Your booking. All of that information will, as required by the Regulations for a Consumer as a

15. Information

As required by the Regulations

- 15.1 all of the information included in the Terms and Conditions;
- 15.2 any other information which You are required to provide to the School which You are required to provide when making any booking.

; and
about tuition or other services or when deciding to book a lesson or tuition or other services;

will be part of the terms of Our contract with You as a Consumer

a Consumer

16. Complaints

We always welcome feedback and will make reasonable endeavours to meet the highest standard of tuition and services. If You have any cause for complaint about our services or any other complaint, please raise the matter with << name of representative >> by phone or email or post<>>].

and, whilst We always use all reasonable endeavours to meet the highest standard of tuition and services, Our Instructors provide a high standard of tuition and services. Nevertheless we would like to hear from You if you have any complaint about tuition or other services or any Instructor, please raise the matter with << name of representative >> [<< in person or by post >>].

17. No Waiver

No failure or delay by Us in enforcing any provision of these Terms and Conditions means that We will not be deemed to have waived any subsequent breach of any provision of these Terms and Conditions.

any rights under these Terms and Conditions, and no waiver by Us or You in enforcing any provision of these Terms and Conditions means that We or You will not be deemed to have waived any other provision.

18. Severance

If any provision of these Terms and Conditions is held to be invalid or unenforceable, the validity of the other provisions of these Terms and Conditions shall not be affected.

held by any competent authority to be invalid or unenforceable, the validity of the other provisions of these Terms and Conditions shall not be affected.

19. Law and Jurisdiction

19.1 These Terms and Conditions shall be governed by the law of England and Us (whether or not the parties are domiciled in England or Us).

and the relationship between you and Us (whether or not the parties are domiciled in England or Us) shall be governed by, and the jurisdiction of the courts of England and Us shall apply.

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construed in accordance with the law of
[Scotland].

19.2 As a consumer, you shall not be bound by any mandatory provisions of the law in your country of residence if Clause 19.1 above takes away or reduces your rights under those provisions.

19.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or not) shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

[England & Wales] [Northern Ireland]

mandatory provisions of the law in Clause 19.1 above takes away or reduces your rights under those provisions.

claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or not) shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

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