

<<INSERT NAME>> DRIVING INSTRUCTOR

TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are to apply:

- A. to the provision of driving tuition to <<insert address>> of <<insert address>> to pupils that require such tuition; and
- B. where the Pupil is a "Consumer" as defined by 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 on by an individual, partnership, firm, company or other person/organisation;

"Consumer" means a natural person who is defined by the Consumer Rights Act 2015 as a consumer in relation to these Terms and Conditions and who is not a business customer of the Instructor who has entered into these Terms and Conditions for purposes wholly or mainly outside of his or her business;

"Data Protection Legislation" means the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) as amended or replaced from time to time;

"DVSA" means the Driver and Vehicle Standards Agency;

"Instructor/ I/Me/My" means <<insert name>> whose place of business and contact details are set out in [the above] OR <<insert address>> same address as above] **OR** <<insert address>>

"Price List" means the standard price list for driving tuition, which is available on the Instructor's website, or on request by email or otherwise;

"Pupil/You/Your" means the recipient of driving instruction; and

"Regulations" means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

1.2 Unless the context otherwise requires, each 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

1.2.2 a Clause or paragraph shall be a reference to a Clause of these Terms and Conditions;

1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of the Terms and Conditions;

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- 1.4 Words signifying the gender of a person shall include the plural and vice versa;
- 1.5 References to any gender shall include the other gender;
- 2. Driving Instructor**
- 2.1 I am a self-employed driving instructor and am not employed by a driving school [where I am employed under these Terms and Conditions]; and
- 2.2 I am registered with the DVSA as a Qualified Driving Instructor (ADI) and My current DVSA ADI registration is valid. My current DVSA ADI registration certificate in any vehicle category is valid, and I will ensure that that ADI certificate is kept up to date.
- 3. Driving Lessons – Booking**
- 3.1 A lesson will only be provided to You if You have a pre-booked appointment for it. You shall contact Me at My address or elsewhere as set out in Clause 3.2, or through My website<>. It shall be Your and My responsibility to ensure that all matters relating to each lesson are covered in My contract with You, including, but not limited to, the location, time and duration;
- 3.2 Your request to book a lesson will be for My consideration. Only if and when I tell You that I accept Your request will there be a binding contract between You and Me for that lesson(s);
- 3.3 If You wish to make more lessons by means of a single booking, and in My contract with You, My contract with You will be for all of the lessons booked;
- 3.4 I will not reserve any particular lesson slots to guarantee regularity of lessons over any period of time or on any particular day or time except that I will reserve a particular lesson slot to accept a booking for it from You. Nevertheless, I shall endeavour to make available regular lesson slots for You;
- 3.5 If You know You are unable to attend a lesson, You should contact Me to tell Me. If You arrive at My address for a lesson later than <<insert period>> after the scheduled start time, I will try to provide that lesson but if I decide that I cannot provide that lesson, that lesson will be treated as cancelled and I shall be entitled to make a charge for that lesson. My cancellation policy will apply;
- 3.6 You may cancel a lesson if You give Me at least <<insert period>> prior to the start of the lesson and if You do so I will refund to You any sum paid for that lesson;
- 3.7 If You do not give Me the <<insert period>> prior notice of cancellation as in Clause 3.6 >> I shall be entitled to charge You for any net financial loss that I incur as a result of that cancellation but not more than <<insert percentage>>% of the fee for that lesson. I will be entitled to deduct that charge from any sum paid for that lesson, and I shall refund the balance to You;
- 3.8 If, due to exceptional circumstances, including, but not limited to, illness, accidents and bereavement, You are unable to attend a lesson without giving Me at least <<insert period>> prior notice, I will consider the circumstances and decide whether to waive any charge for that lesson under sub-Clauses 3.5 and 3.7;

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3.9 If I wish to cancel a lesson (and You will not have to pay for it) if I give You at least <<insert time period e.g. 48 hours>> before the start of that lesson, I shall credit You with an additional lesson at no charge.

3.10 Notwithstanding sub-Clause 3.9, I shall not incur any liability to You, without incurring any liability to You, if I give You at least <<insert time period e.g. 48 hours>> before the start time of that lesson, where I do not give You at least that minimum notice, I shall credit You with an additional lesson at no charge.

3.10.1 due to my illness, injury, or other reason beyond My reasonable control, I shall not be available or able to provide the lesson fully or at all. In such circumstances, I will refund to You the amount of any payment that You have made to Me for that lesson.

3.10.2 I have reasonable grounds for believing that You are not fit to drive at the time of the lesson due to illness, injury, or other reason (whether physical or mental), but not limited to, alcohol, drugs, or other medical condition. If I cancel the lesson, You shall be entitled, at My discretion, to either to choose a new lesson or not to do so but in deciding reasonably;

3.11 I will use all reasonable endeavours to start a lesson at the time which You have booked but that time may be delayed by overrun of a previous lesson or by other circumstances. If the start time is at least <<insert time period, e.g. 15 minutes>>, after You or I arrive for a lesson I will notify You that there is a delay. If, after that time, You may cancel and I will refund to You in full any advance payment that You have made for that lesson. If, however, in those circumstances You do not cancel, I shall add on to the lesson the amount of any payment that You have made to You or, if that does not suit You, I shall add it to the next lesson. If You do not book a further lesson I will refund to You the amount of any payment that You have made for that lesson in proportion to the part of the lesson not added to the next lesson.

3.12 Where the contract is made on My premises, the Regulations give You the right to cancel this sub-Clause 3.12, and they will be in addition to the above provisions of this Clause 3. You may for any reason cancel any lesson(s) during the 14 day period after I accept the booking. If the booking includes any lesson(s) on a date which is within the 14 day period and if You have expressly requested Me to provide a lesson on that date and I do so, You may not cancel that lesson and You must pay for them in accordance with Clause 5, and You must pay for any other lesson(s) covered by that booking. If You do not cancel any other lesson(s) covered by that booking, You must confirm that booking in writing and You must pay for them in accordance with Clause 5, and You must pay for any other lesson(s) covered by that booking. If You do not confirm that booking in writing, You may cancel any lesson(s) as allowed by this Sub-clause 3.12. If You have made any payment(s) to Me for that lesson(s), I will refund to You within 14 days of receiving Your cancellation request for the lesson(s) that You have received.

4. Lessons – Location, length and time

4.1 I will agree the location of the lesson with You at the time of booking. I may choose a location other than My premises if that is in the interests of road safety. In such cases, I will provide a vehicle to be driven to that location and taken to that location by Me, travel time will be included in the lesson time.

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4.2 The minimum length of a lesson shall be <<insert period e.g. 1 hour>> and, if You and I agree, it may be extended in increments of <<insert period e.g. 30 minutes>> [up to a maximum of <<insert period e.g. 2 hours>>].

<<insert period e.g. 1 hour>> and, if You and I agree, it may be extended in increments of <<insert period e.g. 30 minutes>> [up to a maximum of <<insert period e.g. 2 hours>>].

5. Fees and Payment

5.1 You must pay My fees on an <<insert basis e.g. hourly>> basis. You shall obtain information on current lesson fees from <<insert source e.g. My website, or from Me etc>>;

and I will charge for lessons on an <<insert basis e.g. hourly>> basis. You shall obtain information on current lesson fees from <<insert source e.g. My website, or from Me etc>>;

5.2 I may change My fees at any time, but if I increase or reduce the fees between the time You book a lesson and the date of the lesson [and You pay the fees in advance of the lesson], the increase or reduction will not apply to that lesson but where I increase the fees I may in my discretion decide to refund You the amount of the original fee.

but if I increase or reduce the fees between the time You book a lesson and the date of the lesson [and You pay the fees in advance of the lesson], the increase or reduction will not apply to that lesson but where I increase the fees I may in my discretion decide to refund You the amount of the original fee.

5.3 You shall make payments in advance by <<insert methods e.g. debit card, credit card, cash>>. I shall give You a receipt for all sums that I receive.

in advance by <<insert methods e.g. debit card, credit card, cash>>. I shall give You a receipt for all sums that I receive.

6. My Obligations

I shall, at all times:

5.1 use My reasonable care and skill in providing driving instruction at the agreed lesson times;

provide driving instruction at the agreed lesson times;

5.2 use My reasonable care and skill to ensure that You are taught to a high standard, but shall not be responsible for a learner's failure to pass a driving test;

to ensure that You are taught to a high standard, but shall not be responsible for a learner's failure to pass a driving test;

5.3 be professional and courteous to You and other road users;

and other road users;

5.4 act in accordance with the Code of Practice for Approved Driving Instructors (a copy of which is available from Me on request); and

of Practice for Approved Driving Instructors (a copy of which is available from Me on request); and

5.5 act in accordance with the Highway Code.

7. Your Obligations

7.1 You confirm that, in requesting to receive driving tuition from Me, You are aware of the terms of this Agreement;

request(s) to receive driving tuition as defined in Clause 1 above;

7.2 You must hold a valid driving licence (either provisional or full);

either provisional or full);

7.3 You must always have your driving licence (photo card and paper counterpart) with you when attending lessons;

for driving licence (photo card and paper counterpart) with you when attending lessons;

7.4 If You have been banned from driving or are training for a retest, You must be legally entitled to drive the vehicle You are training for and must present proof to Me of that entitlement;

are training for a retest, You must be legally entitled to drive the vehicle You are training for and must present proof to Me of that entitlement;

7.5 You must demonstrate to Me that You can read a number plate from the distance specified in the Highway Code;

a number plate from the distance specified in the Highway Code;

7.6 You must always wear your seat belt and use approved glasses or contact lenses;

approved glasses or contact lenses;

7.7 You must inform Me if you are taking any medication or prescribed medication which may affect Your driving;

ns or prescribed medication which may affect Your driving;

7.8 If You fail to comply with any of the sub-Clauses 7.2 to 7.7 above, or I find that you are not a suitable person to receive driving tuition, I may immediately cancel Your booking and I do so, I may in My discretion still

sub-Clauses 7.2 to 7.7 above, or I find that you are not a suitable person to receive driving tuition, I may immediately cancel Your booking and I do so, I may in My discretion still

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charge for the cancellation of the test.

8. Vehicles and Insurance

8.1 I shall ensure that all vehicles are fully roadworthy, taxed and insured for the purpose of the test;

vehicles are fitted with dual controls, are taxed (where relevant), and are fully insured; [and]

8.2 [You may request that the vehicle used for the test is for My use only. You must provide proof to Me of Your vehicle's road tax and insurance for the purpose of the test.]

le. Whether You use Your own vehicle. You must provide proof to Me of MOT (where relevant) and suitable insurance.]

9. Driving Tests

9.1 I shall discuss driving theory and practical tests with You and inform You when I feel that You are ready to take a test;

form You when I feel that You are

9.2 [You] AND/OR [I] shall book theory and practical tests. It shall be Your responsibility to provide details of the test on Your DSA confirmation letter;

booking theory and practical tests. details of the test on Your DSA

9.3 [If You book a test, I shall advise You before booking to ensure that I consider that You are ready to take a test;

le before booking to ensure that I

9.4 You must inform Me of the test date and location at least 10 working days before the test date;

test including, but not limited to, its date. g. 10 working days>> before Your

9.5 When You attend a test, You must bring the required documentation with You. If You do not, Your test will be cancelled and You would then lose Your test fees;

required documentation with You. and You would then lose Your test

9.6 Unless I feel that My vehicle is suitable for a Pupil to use for their practical test or Clause 9.9 applies, I shall not permit Pupils to use My vehicle for their test, but whether I permit My vehicle for Your test will be in my discretion;

or a Pupil to use for their practical test Pupils to use My vehicle for their test will be in my discretion;

9.7 If I have given You My vehicle for Your test but it breaks down or is otherwise unusable on the date of the test, I shall use My reasonable endeavours to provide an alternative vehicle. If this is not possible, I shall [not] permit You to retake the test;

vehicle for Your test but it breaks down on the date of the test, I shall use an alternative vehicle. If this is not possible, I shall not permit You to retake the test;

9.8 If Your test is cancelled, I shall refund You the test fee. If You do not provide Me with the required documentation, You must still pay My test fee. In that case, I shall advise You of the cost of those fees; and

g You insufficient time to provide a booking, You must still pay My test fee. In that case, I shall advise You of the cost of those fees; and

9.9 If You have a test booked, I shall not permit You to cancel the test unless You have made progress in Your lessons. If You do not make the expected progress, I may decide not to permit You to retake the test and I will not be responsible for any fees for the test which are lost.

on, You do not make the expected progress of booking and the test date, I may decide not to permit You to retake the test and I will not be responsible for any fees for the test which are lost.

10. Cancellation and Termination

10.1 I may, in my discretion, terminate Your tuition if Your conduct, progress or commitment does not meet the standards that I reasonably expect;

tion if Your conduct, progress or standards that I reasonably expect;

10.2 You may, at any time, terminate Your tuition by giving notice to Me; and

ting the requirements of Clause 3 lessons, terminate Your tuition by

10.3 Where sub-clause 10.1 applies, I shall refund to You any fees for

shall refund to You any fees for

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lessons that You ha

11. Liability

11.1 I will be responsible as a result of My b negligence. Loss of My breach or negl contract with You is that is not foreseea

ss or damage that You may suffer and Conditions or as a result of My if it is an obvious consequence of plated by You and Me when My responsible for any loss or damage

11.2 I provide tuition onli liable to You for any for any loss of busin

private use/purposes. I will not be business, interruption to business or

11.3 Nothing in these T My liability for death fraudulent misrep

ntended to or will exclude or limit ed by My negligence or for fraud or

11.4 Furthermore, if you 2015, or a consum legislation, nothing exclude, limit, preju You, or Your rights

efined by the Consumer Rights Act f any other consumer protection Conditions is intended to or will any of Our duties or obligations to ty to You, under:

- 11.4.1 the Consum
 - 11.4.2 the Regulati
 - 11.4.3 the Consum
 - 11.4.4 any other co
- as that legislation is

or
ation;
me.

For more details of Advice Bureau or T

ase refer to Your local Citizens'

12. Changes to Terms and C

I may from time to time notice, but I will use My reasonably possible of any

nd Conditions without giving You s to inform You as soon as is

13. How I Use Your Personal

ection)

13.1 In so far as providi involves Me in colle obtained from You name and address accordance with an time, and the prov under that Data Pro

on and any other services for You or otherwise processing any Data (including, but not limited to, Your with Your express consent and in sonably given by You from time to ection Legislation and Your rights hese Terms and Conditions;

13.2 I may use Your pers

13.2.1 provide My t

to You;

13.2.2 process You

ices;

13.2.3 in certain o services on information

ample, You wish to pay for My onsent, I may pass Your personal encies. These agencies are also

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slation and should use and hold
y; and

13.2.4 I will not pa
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permission.

14. Regulations

I am required by the Regu
available to You as a Con
accept Your request to bo
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either in these Terms and C
You before I accept Your
required by the Regulation
Consumer.

certain information is given or made
ly contract with You (i.e. before I
where that information is already
ve included the information itself
e now, or I will make it available to
on. All of that information will, as
s of My contract with You as a

15. Information

As required by the Regulat

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- 15.2 any other informatio
which You take into
any other decision a

; and
out tuition or other services or Me
to book a lesson or when making
services;

will be part of the terms of

a Consumer.

16. Complaints

I always welcome feedback
endeavours to ensure that
nevertheless want to hear
any complaint about My t
please raise the matter with

whilst I always use all reasonable
d of tuition and service to Pupils, I
y cause for complaint. If You have
or any other complaint about Me,
phone or email or post>>].

17. No Waiver

No failure or delay by Me
Conditions means that I or
a breach of any provision
waive any subsequent brea

ny rights under these Terms and
ht, and no waiver by Me or You of
nditions means that I or You will
her provision.

18. Severance

If any provision of these T
be invalid or unenforceabl
these Terms and Condition
be affected.

eld by any competent authority to
validity of the other provisions of
the provision in question shall not

19. Law and Jurisdiction

19.1 These Terms and C
and Us (whether
construed in accord
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and the relationship between you
se) shall be governed by, and
gland & Wales] [Northern Ireland]

19.2 As a consumer, yo
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mandatory provisions of the law in
Clause 19.1 above takes away or

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reduces your rights
19.3 Any dispute, contro
to these Terms and
and Us (whether co
the courts of Englan
your residency.

those provisions.
claim between you and Us relating
t, or the relationship between you
shall be subject to the jurisdiction of
Northern Ireland, as determined by

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