

<<INSERT NAME>> DRIVING SCHOOL TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are to be read in conjunction with the following 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 <<Registration Number>> whose registered office is at <<Address>>] to provide tuition.

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"

trade, craft, or profession carried out by a person/organisation;

"Consumer"

as defined by the Consumer Rights Act 2015 in relation to these Terms and Conditions; a person who is a customer of the Instructor who uses the Instructor for the customer's purposes wholly or mainly outside of business;

"Instructor"

the Instructor(s) assigned by Us to the Pupil;

"Price List"

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"

the recipient of driving instruction;

"Regulations"

the Motor Vehicle (Information, Insurance and Additional Charges) Regulations 2013;

"School/We/Us/Our"

<<Insert name of Driving School>> whose place of business address is [the same address as the registered office address].

1.2 Unless the context of these Terms and Conditions to:

1.2.1 "these Terms and Conditions" shall mean these Terms and Conditions as amended from time to time;

shall mean a reference to these Terms and Conditions as amended from time to time; and

1.2.2 a Clause or Paragraph shall mean a Clause or Paragraph of these Terms and Conditions;

shall mean a reference to a Clause of these Terms and Conditions;

- 1.3 The headings used in this document are for convenience only and shall not affect the interpretation of the Terms and Conditions;
- 1.4 Words signifying the singular shall include the plural and vice versa;
- 1.5 References to any gender shall include the other gender.

2. Driving Instructors

- 2.1 The Instructor is a self-employed individual and is not employed by the School. As such, there shall be no liability to any contract that might exist between the Instructor and the School, and liability for his/her actions shall remain with the Instructor pursuant to Clause 11.5 as to Our responsibility and liability.
- 2.2 The Instructor is required to be an approved driving instructor (ADI) and his/her ADI certificate must be kept up to date. He/she shall display his/her current DVSA ADI 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 an appointment for it. You must contact the Instructor at Our address or email address or by phone, or email, or through Our website>>. [following an initial consultation with the Instructor's representative]. It shall be Your and the Instructor's responsibility to agree the matters relating to each lesson including, but not limited to, the location, time, and duration;
- 3.2 Your request to the Instructor to provide a lesson will be an offer, but whether to accept or to decline is for the Instructor to decide in his/her discretion. Only if and when the Instructor accepts Your request for any particular lesson(s) shall a contract be formed between You and Us for that/those lesson(s).
- 3.3 If You wish to make a booking, You must contact the Instructor by means of a single booking and in his/her discretion, the Instructor accepts that booking, Our responsibility shall be concerned;
- 3.4 Neither We nor the Instructor shall guarantee any lesson slots or guarantee the regularity of lessons on any particular date and/or time except that We shall endeavour to provide a lesson for You if and when You book a lesson. We reserve a particular lesson slot for You if and when You book a lesson. Nevertheless, We shall make reasonable endeavours to make a lesson available for You if and when You book a lesson.
- 3.5 If You know You are unable to attend a lesson, You should contact the Instructor as soon as possible (but not later than <<insert period>> after the scheduled lesson time). If You do not, the Instructor will try to provide the lesson for You. If the Instructor decides that he/she cannot do so, the lesson will be cancelled without notice by You and, if the Instructor then decides to provide a lesson for that lesson cancelled without notice, sub-Clause 3.6 shall apply.
- 3.6 You may cancel a booking at any time. If You give the Instructor at least <<insert period e.g. 48 hours>> of the cancellation and if You do so We will refund to You (or to the Instructor does so) any sum

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- 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) for the lesson cancelled) but not more than <<insert period e.g. 48 hours'>> full price of the lesson. We will be entitled to deduct the amount charged from any advance payment 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 are unable to attend a lesson without giving the Instructor at least <<insert period e.g. 48 hours'>> prior notice, he/she will consider the circumstances 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.
- 3.9 If We or the Instructor are unable to attend a lesson, We or he/she may do so without incurring any liability to You (including any charge for that lesson) if We or he/she gives You <<insert period e.g. 48 hours'>> prior notice, but if he/she does not, We shall be liable to charge You for that lesson.
- 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 reason 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, We will refund (or will ensure that the Instructor does so) to You in full any advance payment made for that lesson; or
- 3.10.2 the Instructor considers that You are not fit to drive at the time of the lesson for reasons including, but not limited to, drink or drug consumption (or otherwise), illness or other medical condition. If the Instructor cancels the lesson for such reason, We shall be liable to charge You for that lesson. In the Instructor's discretion, either to charge You for that lesson, or to do so, but in deciding whether to do so, reasonably;
- 3.11 the Instructor shall endeavour to start a lesson at the time which You have booked, even 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'>> before or after You or the Instructor arrives for the lesson, You will not have to pay for that lesson and will not have to pay for that lesson (if 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 the lesson is delayed at no charge to You or, if You do not book a further lesson, the Instructor shall add on to the lesson the time lost (or will ensure that the Instructor does so) a part of the lesson not added on; and
- 3.12 Where the contract is not made on Our premises, the

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cancel any lesson(s) during the 14 day period
the booking for it/them, but if the booking includes
n is before the end of that period and if You have
structor or Us to provide any such lesson(s) and
may not cancel that or those requested lesson(s)
n accordance with Clause 5, and You may then
(s) covered by that booking. If You request that
must confirm this in any way convenient to You.
s allowed by this Sub-clause 3.12, and You have
) for the lesson(s), We will refund (or will ensure
the payment(s) to You within 14 days of receiving
amount due for the lesson(s) that You have

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a location which requires additional travel in the
each cases, if You wish to be picked up and taken
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son will be <<insert period e.g. 1 hour>> and, if
, it may be increased by increments of <<insert
> to a maximum length of <<insert period e.g. 2

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lesson], the price increase or reduction will not
e there is a decrease We may in Our discretion
unt of the decrease; [and]

Our fees in advance by <<insert methods e.g.
h, cheque>>[subject to sub-Clause 5.4]. The
ceipt for all sums that he/she receives from You;

t to the Instructor (by <<insert methods e.g. debit
que>>) but if You do so You should obtain a
d it will be for the Instructor to account to Us for

6. Instructor's

The Instruct

- 6.1 use his
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ours to provide driving instruction at the agreed

- 6.2 use his/her own vehicle for training You to a high standard, but shall not be responsible for any damage made by You;
- 6.3 be properly insured towards You and other road users;
- 6.4 act in accordance with the DVSA Code of Practice for Approved Driving Instructors (which You can obtain from Us on request); and
- 6.5 act in accordance with the relevant regulations.
- 7. Your Obligations**
- 7.1 You shall be responsible for providing information with your request(s) to receive driving tuition from Us. You are and will be a “consumer” as defined in Clause 1.
- 7.2 You shall hold a valid driving licence (either provisional or full);
- 7.3 You shall provide a valid driving licence with You during lessons;
- 7.4 If You are currently disqualified from driving and are training for a retest, You must provide evidence of your disqualification and must present proof to the Instructor of your ability to read a number plate from the distance specified in the relevant code (<<insert distance>> at the date of these Terms (<<insert date>>);
- 7.5 You shall provide evidence of your ability to read a number plate from the distance specified in the relevant code (<<insert distance>> at the date of these Terms (<<insert date>>);
- 7.6 You shall provide evidence of any relevant prescribed glasses or contact lenses;
- 7.7 You shall provide evidence of any medical conditions or prescribed medication that may affect your driving ability; and
- 7.8 If You fail to provide any or more of sub-Clauses 7.2 to 7.7 above or We determine that You are not a “consumer” (as defined in Clause 1) then We may immediately cancel one or more lessons. If We do so, We (she may in his/ discretion still charge for the cancelled lesson(s).
- 8. Vehicles and Insurance**
- 8.1 We shall ensure that all vehicles provided by Us and/or the Instructor are fitted with dual controls, are roadworthy, taxed, have a valid MOT (where relevant) and are suitable for the purposes of driving instruction; and
- 8.2 [You may use either Your own vehicle or a vehicle provided by Us. You decide at his/her sole discretion. You must provide evidence of your vehicle's roadworthiness, tax, valid MOT (where relevant) and insurance for the purposes of driving instruction.].
- 9. Driving Tests**
- 9.1 The Instructor shall conduct driving tests with You and shall inform You when he/she is available to take a test;
- 9.2 [You] shall be responsible for booking the test. [The Instructor] shall be responsible for booking the test. It shall be Your responsibility to check the details of the test in the confirmation letter;

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- 9.3 [If You check with the Instructor before booking to ensure that the Instructor is satisfied that You are ready for a test;]
- 9.4 You must provide the Instructor with details of all details of Your test including, but not limited to, the date, time and location of the test at least <<insert period e.g. 10 working days>> before the test;
- 9.5 When You book a test, You must take all required documentation with You. If the test is cancelled and You would then lose Your test fees;
- 9.6 Unless Our or his/her vehicle is unsuitable for a Pupil to use for their test, clause 9.9 applies, We generally permit Pupils to use Our or his/her vehicle for their test, but whether the Instructor permits the use of the vehicle will be in his/her discretion;
- 9.7 If the Instructor gives You permission to use Our or his/her vehicle for Your test but the vehicle is otherwise unavailable or unusable on the date of the test, You must use reasonable endeavours to arrange an alternative vehicle. If possible, We shall [not] pay for the replacement test;
- 9.8 If Your Instructor gives You insufficient notice of a booking to the Instructor, You must provide the Instructor's time and/or the use of his/her or Our vehicle for the test. The Instructor will advise You on claiming compensation for those fees; and
- 9.9 If You book a test in the Instructor's opinion, You do not make the booking, You must not permit You to use his/her or Our vehicle for the test. You will be responsible for any fees that You pay for the test which are not covered by the Instructor's fees.

10. Cancellation

- 10.1 The Instructor, in his/her sole discretion, terminate Your tuition if Your performance consistently falls below the standards that the Instructor sets for the test;
- 10.2 You must meet the requirements of Clause 3. If You fail to meet the requirements of Clause 3, cancellation of lessons, terminate Your tuition by the Instructor.
- 10.3 Where clause 10.2 applies, We shall refund to You any fees for lessons booked in advance.

11. Liability

- 11.1 We shall not be liable for any foreseeable loss or damage that You may suffer as a result of these Terms and Conditions by Us or the Instructor, except in the case of Our or his/her negligence. Loss or damage is the direct and obvious consequence of Our or his/her breach or negligence. The liability of the Instructor is limited to the amount of the fee payable by You and Us or him/her when Our or his/her negligence is proven. We will not be responsible for any loss or damage suffered by You as a result of the use of the vehicle;
- 11.2 We shall not be liable for any loss or damage suffered by You as a result of the use of the vehicle for Your personal and private use/purposes. We will not be liable for any loss of profit, loss of business, interruption to business or loss of business opportunity;

- 11.3 Nothing in these Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our or the Instructor for fraud or fraudulent misrepresentation;
- 11.4 Further, these Conditions shall not derogate from the rights of the "Consumer" as defined by the Consumer Rights Act 2015. The purpose of any other consumer protection legislation and these Terms and Conditions is intended to or will not otherwise affect any of Our duties or obligations to You, or Our liability to You, under:
- 11.4.1 the Consumer Rights Act 2015;
- 11.4.2 the Consumer Protection Act 1987; or
- 11.4.3 any other consumer protection legislation;
- as they may change from time to time.
- For legal rights, please refer to Your local Citizens' Advice Bureau or the Standards Office.
- 11.5 Subject to these Conditions (and in particular without affecting the School's liability, the School will be responsible and liable for any:
- 11.5.1 act or omission of the Instructor for which, if the Instructor is 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 Us of Our contract with You;
- In any event, Our liability or liability shall be no less or greater or shall not have been had the act or omission been that of the Instructor acting in the course of their employment.
- 12. Changes to these Terms and Conditions**
- We may, from time to time, amend these Terms and Conditions without giving You notice, but we will make reasonable endeavours to inform You as soon as is practicable of any changes.
- 13. How We Use Your Information (Data Protection)**
- We will only use Your information as set out in Our <<insert document name>> and we will make reasonable endeavours to inform You from <<insert location(s)>>.
- 14. Regulations**
- We are required by law to ensure that certain information is given or made available to You either before We make Our contract with You (i.e. before We accept Your request to book any lesson) except where that information is not relevant to the context of the transaction. We have included the relevant information in these Terms and Conditions for You to see now, or We will make reasonable endeavours to ensure that the Instructor does so before You book a lesson. All of that information will, as part of the terms of Our contract with You as a Consumer.
- 15. Information**
- As required

- 15.1 all of the services or other services provided in Clause 14; and
- 15.2 any of the services or other services that We give to You about tuition or other services or into account when deciding to book a lesson or on about Our tuition or other services;
- will be part of the contract between Us and You as a Consumer
- 16. Complaints**
- We always use all reasonable endeavours to ensure that We and Our Pupils and, whilst We always use all reasonable endeavours to ensure that We and Our Pupils provide a high standard of service to You, We nevertheless want to hear from You if You have any complaint about tuition or other services or other services provided by the School or any Instructor, please raise the matter with the Manager/proprietor of School>> [<< in person or by phone or email]
- 17. No Waiver**
- No failure of Us to exercise any rights under these Terms and Conditions or no exercise by Us of any rights under these Terms and Conditions means that We or You will waive any rights under the same or any other provision.
- 18. Severance**
- If any provision of these Terms and Conditions is held by any competent authority to be invalid or in part 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, the Contract, and the relationship between you and Us (whether or not written or otherwise) shall be governed by, and shall be subject to the law of [England & Wales] [Northern Ireland] [Scotland]
- 19.2 As a result of this clause, nothing in Sub-Clause 19.1 above takes away or reduces your right to rely on those provisions.
- 19.3 Any proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether or not written or otherwise) shall be subject to the jurisdiction of the courts of England and Wales, Scotland, or Northern Ireland, as determined by the law of the jurisdiction in which you are domiciled or habitually resident.

SCHEDULE

[copy of Our Privacy Notice]

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