

<<INSERT NAME>> DRIVING INSTRUCTIONS - 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 to <<insert name>> 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"

trade, craft, or profession carried on by an individual person/organisation;

"Consumer"

as defined by the Consumer Rights Act 2015, in relation to these Terms and Conditions, a natural person who is not a business customer of the Instructor for the customer's purposes wholly or mainly outside of their business;

"DVSA"

Driver and Vehicle Standards Agency;

"Instructor/I/Me/My"

<<insert name>> whose place of business and home address is <<insert address>> [same address as above] **OR**

"Price List"

the standard price list for driving tuition. It shall be available on <<insert location e.g. website, or on request by email or

"Pupil/You/Your"

the recipient of driving instruction; and

"Regulations"

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 mean a reference to these Terms and Conditions as amended at the relevant time; and

- 1.2.2 a Clause or Clauses shall mean 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;

- 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 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 ADI registration is up to date. My current DVSA ADI registration certificate in any vehicle category, and I will ensure that that ADI certificate is kept up to date.
- 3. Driving Lessons – Booking**
- 3.1 A lesson will only be booked with Me if You have a pre-booked appointment for it. The appointment shall be at My address or elsewhere, or through My website>>. It shall be Your and My responsibility to discuss all matters relating to each lesson including, but not limited to, the location, time and duration;
- 3.2 Your request to book a lesson with Me is an offer, but whether I accept any request will be for Me to decide. 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 will be for all of the lessons booked;
- 3.4 I will not reserve any particular lesson slot for You to ensure regularity of lessons over any period of time or on any particular day or time except that I will reserve a particular lesson slot for 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 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 will be entitled to make a charge for that lesson. The charge will apply;
- 3.6 You may cancel a lesson with Me if You give Me at least <<insert period>> prior notice of cancellation and if You do so I will refund to You any sum paid to Me;
- 3.7 If You do not give Me notice of cancellation <<insert period>> prior to the lesson, I will 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 to Me, and I shall refund the balance to You;
- 3.8 If, due to exceptional circumstances, including, but not limited to, illness, accidents and bereavement, I am unable to provide 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;
- 3.9 If I wish to cancel a lesson with You without incurring any liability to You (and You will not have any liability to Me) if I give You at least <<insert period>> prior notice;

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- #### 4. Lessons – Location, length

- 4.2 The minimum length of the period of time between the end of one transmission and the start of the next transmission shall be the greater of the following: <<insert period e.g. 1 hour>> and, if You and I agree, it shall be the greater of the following: <<insert period e.g. 30

minutes of length of <<insert period e.g. 2 hours>>].

5. Fees and Payment

- 5.1 You shall pay Me for all lessons, and I will charge for lessons on an hourly basis. You can obtain information on current fees and My rates of charge from Me or from Me etc>>;
- 5.2 I may increase or reduce the fees at prior notice but if I increase or reduce the fees between the time of booking a lesson and the date of the lesson [and You pay for it in advance], the price increase or reduction will not apply to that lesson. If there is a decrease I may in my discretion decide to refund the difference; or if there is a decrease I may in my discretion decide to decrease;
- 5.3 You shall pay Me of My fees in advance by <<insert methods e.g. cash, cheque>>. I shall give You a receipt for all sums paid;

6. My Obligations

- I shall, at all times, use My reasonable endeavours to provide driving instruction at the agreed times and to train You to a high standard, but shall not be responsible for any accidents or damage caused by You;
- 5.1 use My reasonable endeavours to provide driving instruction at the agreed times and to train You to a high standard, but shall not be responsible for any accidents or damage caused by You;
- 5.2 use My reasonable endeavours to provide driving instruction at the agreed times and to train You to a high standard, but shall not be responsible for any accidents or damage caused by You;
- 5.3 be properly insured towards You and other road users;
- 5.4 act in accordance with the DVSA Code of Practice for Approved Driving Instructors (which you can obtain from Me on request); and
- 5.5 act in accordance with the relevant regulations.

7. Your Obligations

- 7.1 You shall be a "consumer" as defined in Clause 1 above;
- 7.2 You shall hold a valid driving licence (either provisional or full);
- 7.3 You shall not drink alcohol while driving with You during lessons;
- 7.4 If You are already driving and are training for a retest, You must be licensed to drive that vehicle and must present proof to Me of that entitlement;
- 7.5 You shall have the ability to read a number plate from the distance specified in the relevant regulations;
- 7.6 You shall wear relevant prescribed glasses or contact lenses;
- 7.7 You shall not have any medical conditions or prescribed medication which may affect your ability to drive; and
- 7.8 If You breach one or more of sub-Clauses 7.2 to 7.7 above, or I find You to be a "consumer" (as defined in Clause 1 above), I may refuse to provide more lessons. If I do so, I may in My discretion still charge You for the lessons.

8. Vehicles and

- 8.1 I shall ensure that I provide vehicles that I provide are fitted with dual controls, are fully insured, have a valid MOT (where relevant), and are fully qualified to give driving instruction; [and]
- 8.2 [You may use either My or your own vehicle. Whether You use Your own vehicle is at My sole discretion. You must provide proof to Me of Your vehicle's insurance, tax, valid MOT (where relevant) and suitable driving instruction.]

9. Driving Test

- 9.1 I shall discuss with You and inform You when I feel that You are ready for a test.
- 9.2 [You are responsible for booking theory and practical tests. It shall be Your responsibility to check the details of the test on Your DSA confirmation.]
- 9.3 [If You book a test, I shall not check with Me before booking to ensure that I am available for a test;]
- 9.4 You must book the details of Your test including, but not limited to, its date and time, at least a minimum period e.g. 10 working days>> before Your test date.
- 9.5 When booking, You must take all required documentation with You. If You fail to do so, the test may be cancelled and You would then lose Your test fees; and
- 9.6 Unless I agree otherwise, it is unsuitable for a Pupil to use for their practical test. I shall generally permit Pupils to use My vehicle for their practical test, but I shall not do so for Your test will be in my discretion;
- 9.7 If I have to stop using My vehicle on the date of the test, I shall not be responsible to use My vehicle for Your test but it breaks down or is unavailable or unusable on the date of the test, I shall be responsible to arrange an alternative vehicle. If this is not possible, I shall be responsible for the replacement test;
- 9.8 If You book a test with Me and the DVSA giving You insufficient time to provide notice of a booking, You must still pay My fees for the use of My vehicle. In that case, I shall advise You of the fees payable to the DVSA for the cost of those fees; and
- 9.9 If You book a test with Me and, in My opinion, You do not make the expected progress between the date of booking and the test date, I may decide to cancel the test and use My vehicle for Your test and I will not be responsible for the test which are lost.

10. Cancellation

- 10.1 I may terminate Your tuition if Your conduct, progress or performance is below the standards that I reasonably expect;
- 10.2 You may terminate Your tuition by failing to meet the requirements of Clause 3 or by the cancellation of lessons, terminate Your tuition by failing to meet the requirements of Clause 3;
- 10.3 Where I terminate Your tuition under Clause 10.2 applies, I shall refund to You any fees for lessons booked in advance.

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- I may from time to time modify these Terms and Conditions without giving You notice, but I will make reasonable endeavours to inform You as soon as is practicable of any such changes.

I will only use [REDACTED] information as set out in My <<insert document name, e.g. Privacy Policy>> <<insert location(s)>>.

I am required to ensure that certain information is given or made available to you before I make My contract with You (i.e. before I accept Your lesson) except where that information is already apparent from a transaction. I have included the information itself either in this document for You to see now, or I will make it available to You before I book a lesson. All of that information will, as required by part of the terms of My contract with You as a Consumer.

As required

- 15.1 all of which will be part of the Contract with You as a Consumer.
- 15.2 any of which will be part of the Contract with You as a Consumer.
16. **Complaints**
- I always welcome feedback from Pupils and, whilst I always use all reasonable endeavours to provide a high standard of tuition and service to Pupils, I nevertheless acknowledge that I may not always get it right. If You have any complaint about my services or any other complaint about Me, please raise it with Me as soon as possible by email or post or << by phone or email or post>>].
17. **No Waiver**
- No failure of Me to exercise any rights under these Terms and Conditions shall constitute a waiver of that right, and no waiver by Me or You of any right under these Terms and Conditions means that I or You will not be deemed to have waived any other provision.
18. **Severance**
- 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 shall not be affected.
19. **Law and Jurisdiction**
- 19.1 These Terms and Conditions, the Contract, and the relationship between you and Me (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 Sub-Clause 19.1 above nothing in Sub-Clause 19.1 above takes away or restricts your right as a consumer 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 Me (whether or not written or otherwise) shall be subject to the jurisdiction of the courts of England, Scotland, or Northern Ireland, as determined by the law of the country in which you are domiciled or your habitual residence.

SCHEDULE

[copy of Our Privacy Notice]