

Drivetronic Ltd

Terms and conditions of business

1. Interpretation

- 1.1. These terms should be read in conjunction with the details contained in the booking form ("the Booking Form") overleaf.
- 1.2. References to "you" are to the client, as named overleaf.
- 1.3. References to "your instructor" are to the instructor with whom the driving lesson has been booked, as named overleaf.
- 1.4. All references to a particular gender shall include the other gender.

2. Voluntary Code of Practice

- 2.1. Drivetronic school of motoring ("Drivetronic") follows the Driving Standards Agency ("DSA") Code of Practice for Approved Driving Instructors ("the Code").
- 2.2. If you require a full copy of the Code, please ask your instructor. If you have any cause for complaint, please speak to your instructor.
- 2.3. If you are still unhappy, please speak with Drivetronic. Also, the Code will give you information regarding the next steps to take in order to pursue your complaint if either your instructor or Drivetronic cannot resolve it to your satisfaction.

3. Driving Licence

- 3.1. You must hold a current and valid UK driving licence, provisional or full, and be able to produce it to your instructor on or before your first lesson and at any time thereafter.
- 3.2. You must immediately inform your instructor if you cease to hold your licence for any reason. You must also be able to read a number plate at the statutory distance on your first lesson.

4. Payment & Methods of Payment

- 4.1. Your instructor will provide you with driving lessons at his rate of £25.00 for the first 2 hours booked (provided they are taken on the same day and consecutively) and £17.50 per hour thereafter or at the student rate of £16.50 per hour upon proof of full time student status being provided to your instructor and your instructor being satisfied that this is reasonably sufficient proof.
- 4.2. An intensive course or block booking of 10 hours may be reserved at a cost of £160.00 or £150.00 for students (upon proof of student status as referred to in clause 4.1 above) or an intensive course or block booking of 20 hours may be reserved at a cost of £310.00 or £300.00 for students (upon proof of student status as referred to in clause 4.1 above).
- 4.3. Payment must always be by cash or by cheque with a valid cheque guarantee card. Cheques should be made payable to your instructor.

4.4. Where an intensive course or discounted block booking has been reserved, a deposit of £50 is required with the balance to be paid 10 working days before the date of the first lesson.

4.5. All non block booked lessons must be paid for 1 week in advance. All fees paid to your instructor for lessons and courses are non refundable in the event of cancellation by you other than in accordance with clause 6.1 below.

4.6. Your instructor will provide a full refund if:

4.6.1. he is unable to meet any reasonable special requirements that you have noted on the Booking Form; or

4.6.2. he has to cancel a lesson for any reason within 48 hours of the lesson time and a convenient alternative time and/or date cannot be arranged.

5. Training

5.1. Training will be on a one to one basis, unless otherwise agreed.

6. Postponement or cancellation of lessons

6.1. A minimum of 48 hours notice of any change to or cancellation by you of a lesson should be provided.

6.2. Your instructor will use his best endeavours to provide a minimum of 48 hours notice of any change to or cancellation of a lesson by him.

7. Lesson Duration

7.1. Lessons may be booked for durations of 60, 90 or 120 minutes unless an intensive course has been booked which may involve an all day training session/s in which case breaks will be provided.

7.2. The time and duration of breaks shall be mutually agreed between you and your instructor.

8. Car Insurance

8.1. The tuition vehicle ("the Vehicle") is fully comprehensively insured for tuition and driving tests with a reputable insurer.

9. Driving Tests

9.1. Your instructor will advise you when to apply for your theory and practical driving tests, taking into account local waiting times and a forecast of your potential for achieving the driving test pass standard.

9.2. Your instructor will not cancel or rearrange your driving test without your agreement.

9.3. The Vehicle may be used for your practical driving test at your instructor's normal hourly rate as specified above, pro rata, unless an all inclusive rate has been agreed as part of an intensive course or block booking for lessons and use of the Vehicle for your test.

9.4. If the Vehicle is used for your driving test, in the event of a fault with the Vehicle on the day of your test (that is not due to you) which results in the loss of the DSA test

fee, your instructor will pay for a further driving test on your behalf. Where you do not wish to undertake a further driving test at that time, your instructor will reimburse the DSA test fee that you have forfeited.

9.5. Your instructor reserves the right in the interests of safety to withdraw the use of the Vehicle if, in your instructor's opinion, you are not ready for a practical test. Your instructor will use his best endeavours to give you sufficient notice to avoid the loss of the DSA test fee.

9.6. Introductory or special offers cannot be used in conjunction with driving tests.

9.7. Your instructor has the right to refuse the service of driving tuition, but will not act in any way which contravenes legislation or discrimination.

9.8. If you wish to cancel your theory/hazard perception or practical test appointment, you should abide by the cancellation terms set out by the DSA.

9.9. In the event that your instructor books your driving/theory test on your behalf, you are required to reimburse your instructor in respect of the driving/theory test fee within 14 days, failing which your instructor reserves the right to cancel your test and obtain a reimbursement. If it is too late to obtain a refund, and you have not reimbursed your instructor, he may refuse to provide further lessons until payment is made and may take payment/part payment from any monies held in respect of future lessons.

10. Use of Personal Information

10.1. Information that you provide to your instructor or information that Drivetronic holds about you (whether or not under these terms and conditions) may be used by Drivetronic and/or your instructor to:

10.1.1 identify you when you contact them;

10.1.2 be passed to other Drivetronic instructors who may take your lesson in the event that your instructor is unable to do so;

10.1.3 book your driving test;

10.1.4 carry out marketing analysis, customer profiling and statistical information; and

10.1.5 for the purposes of preventing or detecting crime or as required by legislation or court order.

11. Law and jurisdiction

11.1 These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of England & Wales and each party hereby submits to the exclusive jurisdiction of the courts of England and Wales.