

## **Terms and conditions of business**

### **Lesson appointment and information booklets**

Lesson appointment and information booklet will be issued to each regular student.

Students are advised to read and carry the booklet so that at the end of the lesson the next appointment or appointments can be entered and any information from the lesson.

### **Driving license**

- a) Students must personally ensure that they are the holders of a valid signed and current driving license which must be produced on the first lesson and will be regularly checked by the driving instructor. Photo card license expires after 10 years; your photo card license must be current for you to take lessons and for the tests.
- b) Students must inform the driving instructor if they receive any endorsements on their license during the time they are receiving tuition.
- c) Students must inform the driving instructor of any special needs they have that might affect their ability to drive.

### **Student's well-being**

In the interests of comfort and safety students are advised to wear suitable footwear and comfortable clothing which does not restrict movement please ask your instructor for any advice you may require.

### **Tuition fees**

Tuition fees are as stated in the fees section of these terms of business and may be payable in advance. All accounts must be cleared before taking the official practical driving test.

### **Postponement of a lesson by the instructor**

If by reason of vehicle failure or other emergency a lesson has to be postponed at short notice an alternative appointment will be made with mutual consent. If the postponement is a driving test the instructor will be responsible for the test fee if it cannot be cancelled within the required time regardless of the student's continuation of lessons with the instructor.

Students will appreciate that it may not always be possible to notify cancellation if a breakdown occurs on the way to a lesson.

Driving tests must take priority over lessons therefore pre-booked lessons may have to be cancelled or postponed if the instructor receives sure notice of a driving test appointment.

Except as provided for above the instructor will give notice of the arrangement or postponement of a lesson within the same time limit as the instructor imposes upon student postponing or cancelling the lesson.

If circumstances arise is that a change of instructor becomes necessary the student shall have the right to decline and discontinue lessons with the school or instructor.

### **Postponement or cancellation of lessons by students**

At least three clear working days' notice of postponement or cancellation of a lesson is required. Please note that Sundays and public holidays are not counted as working days. Late cancellations will be charged for as Specified in the fees section.

Notice of instructor in writing, by telephone, email or by text shall be deemed to have been served on the day that the communication is received at the instructor's premises, where it will be timed and recorded.

### **Postponement or cancellation of a test Theory or practical**

The attention of students is drawn to the fact that a statutory period of notice is required under government regulations for the cancellation or postponement of a test.

If possible, the student will be advised in good time of the advisability of cancelling their test. The instructor cannot be responsible for the loss of the test fee if the student fails to immediately notify the test booking office. The address and telephone number is given on the test appointment document.

The instructor cannot be held responsible for any postponement or cancellation of a test by the testing authority at what ever notice.

Students should note that where lessons or tuition vehicle hire are cancelled at short notice, because of a cancellation by the testing authority, fees are still payable. It may be possible for student to claim lost fees from the testing authority and your instructor will be able to advise you how to do this.

### **Instructor guarantee**

The instructor guarantees that only legally authorised instructors will give tuition.

Instructor's official authorising documents will be available and may be inspected freely at any time.

Students may be accompanied on their lesson by supervising examiner, whose job is to ensure that the tuition given meets the required standard. This is a legal requirement and is in the public interest.

If an unauthorised trainee instructor is used, a student may expect a senior supervising instructor present during some of the lessons.

### **The driving test**

Your instructor will advise the appropriate time to make an application for both the theory and practical driving test.

The advice will be based on the student's progress to date. It does not imply that the necessary standard has been reached, or that it will for certain be reached by their appointed test date, the instructor will not hesitate to advise, where necessary, the postponement of the test. This condition is intended to save the student expense, unnecessary failure, and the consequent delay in waiting for another test and obtaining a full license.

The instructor reserves the right to withhold the use of the training vehicle for the test or a lesson, if in the opinion of the instructor the student is:

- a) Not at driving test pass standard
- b) Medically unfit including eyesight
- c) Under the influence of drugs or alcohol
- d) Is not properly licensed to drive
- e) Consistently fails to keep or is late for appointments
- f) Falls into arrears over payment
- g) If, for any other reason, the instructor considers the student will be unsafe to handle a motor vehicle

Students may be accompanied on their test by the supervising examiner, whose job is to ensure that official standards of testing are observed by examiners. This is a legal requirement and is in the public interest.

You are reminded that when you attend for your theory or practical test, you must take the required documents with you; you will forfeit your test fee and have to apply for a new test date and pay the fee again.

In the event of the test appointment being sent to the student, they are required to notify the instructor as soon as possible, of the date and time of the test and show the confirmation to their instructor on their next lesson. The instructor cannot accept any responsibility for booking an incorrect time or date for a test unless the appointment confirmation is produced. If the appointment is sent to the instructor, then an undertaking is given, to show the student the confirmation on their next lesson or notify them as soon as possible.

### **Lessons in own car**

Lessons may be given in a student's own car if the instructor is willing to do so, on condition that it is clearly understood:

- The car is fully insured for teaching for reward and this must be confirmed, in writing, by the insurance underwriters.
- The instructor is covered by such insurance to drive the car, to be confirmed as above.
- The instructor can in no way be held liable for any damage or accident. While the instructor will make every effort to prevent the student having an accident, or damaging the car, it will be realised that the control is very limited. If students wish to have lessons in their own car then a second rear view mirror must be provided for the instructor. In view of the extra responsibility entailed, there will normally be no reduction in lesson charges.

### **Insurance**

School cars are fully insured for tuition and driving tests.

No liability of any kind can be accepted by the instructor for the loss of, or damage to any property belonging to, or in the possession of the student.

### **Legal liability**

Students should be aware that their instructor's primary objective is to promote road safety, and in doing so, he or she will have to issue instructions which students must be prepared to carry out without undue argument.

The instructor will make every effort to train you to the highest standard, but can in no way be held liable for any errors you commit whilst driving and not accompanied by your instructor either before or after a test pass.

During an official driving test the student is in charge of the vehicle and is liable for any fines or charges Levied as a result of any motoring offence committed.

### **Complaints**

If you are unhappy with any aspect of your tuition you should notify the instructor without delay, and not later than seven days from the date on which the cause of the complaint arose. Every effort will be made by the instructor to satisfactorily deal with the complaint, these terms of business and the code of practice for approved driving instructor is forming the basis for negotiations.

### **Lesson duration**

Duration of the standard lesson will be approximately 60 minutes

**Fees:** All prices below are for lessons conducted Monday-Friday from 9am to 6pm. Any other days/times will be subject to additional premium.

Pay for	1 Lesson	5 Lessons-prepaid	10 Lessons-prepaid
Price / hour in Manual car	£35 per lesson	£34 per lesson <b>£170</b>	£33 per lesson <b>£330</b>
Price / hour in Automatic car	£40 per lesson	£39 per lesson <b>£195</b>	£38 per lesson <b>£380</b>

### **The Pass Plus Scheme**

A six module positive driving course which may award you with insurance premium discounts by certain insurance providers. Ask your instructor for full details.

All fees are subject to adjustment from time to time at two weeks' notice.

Cheques should be made payable to **(Rebal Elayan)**

Bank transfers to:

Account Name: **Rebal Elayan**

Account No. **40351768**

Sort Code: **20-85-13**

# Intensive Course Terms and Conditions

## 1. No guarantees

Any recommendation given or quotation provided by the Driving Instructor is an estimate for a course that is considered suitable based on the information given by the Pupil and the Driving Instructor's experience of the driver training industry. This is particularly important if the Pupil has a disability or special needs. There is no promise or guarantee:

- that any course will be suitable or sufficient for the Pupil's needs
- about the quality of the tuition provided
- about the date that a course or test will be arranged
- that the personality and temperament of the Pupil and the Instructor will be compatible
- of the result of any test conducted.

*Errors and omissions in any quotation are also expressly accepted.*

## 2. Deposits, Balances and Charges

It is a condition of all bookings that any **deposit** paid by or on behalf of a Pupil is non-refundable.

**Balances** are due payable no later than 30 days prior to course commencement. The Driving Instructor reserves the right to cancel any course without notice if the balance is not paid *in full* by the due date.

The following **Charges** may also be applied by the Driving Instructor as appropriate:

- where balances are not received on time from the Pupil
- where the arrangement or conduct of a course is not possible due to delay by the Pupil or the Instructor
- for additional work involved or consequences of the Pupil or Instructor failing to complete the course as contracted
- if a Pupil or Instructor requires a non-standard Support Service.

## 3. The course price includes:

- free online theory assistance to help the Pupil prepare for the theory test (if applicable)
- a defined number of lesson hours conducted one-to-one by an Instructor in their tuition vehicle, including all ancillary costs, e.g. fuel, insurance, etc., including a pick up from and return to one address on each pre-agreed lesson
- the cost of a single theory and/or practical test, provided that such a test was included in the quoted price when the booking was made
- the cost of administration of the Support Service and any additional elements described in the booking confirmation. .

## 4. The course price does *not* include:

- additional lessons over and above those specified in the course quotation
- any additional tests over and above those included in the quotation
- special requirements not notified to us on booking, such as, (but not limited to), an extended or weekend driving test
- accommodation or travel costs associated with residential courses
- out of pocket expenses incurred by the Pupil.

## 5. The Pupil must:

- make sure that their driving licence is accurate and up to date and appropriate for the vehicle they are learning in
- take their valid driving licence on any theory or practical test that is booked, and on their driving lessons
- notify the Driving Instructor prior to booking, (and advising the Instructor once allocated), of any disabilities or special circumstances that may affect the conduct of the lessons or any driving test
- complete the course within 6 months of the deposit having been paid otherwise any remaining lessons untaken may be forfeited with no further liability on the Driving Instructor to provide Support Service or on the Instructor to conduct lessons. Where the Driving Instructor is willing to continue Support Service or conduct lessons, an additional charge may be made.

## 6. The Instructor is responsible for:

- providing a suitably insured, dual controlled vehicle for the requisite number of hours for the Pupil to learn in
- ensuring that the vehicle will be fit for purpose throughout a course
- being licensed or registered by the DVSA for the provision of driving lessons
- making their best effort to get a pupil to the required standard during the course
- compensation or refunds for failure to provide driving lessons as booked
- any vehicle defect or failure that might reasonably have been anticipated.

## 7. The Driving Instructor is not responsible for:

- any test alterations made by the DVSA
- any consequences resulting in a course not being taken for any reason
- any matters affecting the conduct of the course that are outside the Driving Instructor's direct control.
- any Errors and Omissions howsoever caused.

In any event, the maximum claim that may be made against any party by a Pupil is limited to the value of the money paid by the Pupil for the course.

## 8. The Lesson schedule

(i) After a deposit is paid by a Pupil, the Driving Instructor will liaise with the Pupil to arrange a Lesson schedule, which will be confirmed by email, text or any means acceptable to both parties.

(ii) **It is a strict condition** that once confirmed, the Lesson schedule should not be changed by any party, but if any changes are later made directly between the Pupil and the Instructor, (by mutual consent), both parties must have been agreed. To avoid any dispute or misunderstanding, Pupils are strongly advised not to agree to any changes with their Instructor, (and vice versa), that both parties are not completely happy with.

## 9. Split courses

(i) If a Pupil books a Split Course, i.e. where the practical test date is not booked at the same time that the driving lessons are booked, (usually but not necessarily because the Pupil hasn't yet passed their theory test on booking a driving course and the Driving Instructor is therefore unable to apply for a practical test date until a theory pass certificate has been issued), then the Driving Instructor can not promise what dates will eventually be available from the DVSA for a practical test and Pupils must be aware that there may be a delay in obtaining an appropriate test date.

(ii) In a Split Course it is extremely unlikely that any driving lessons that are confirmed on booking the course will be altered, even if the only available practical test date is several weeks after the date that the driving lessons have been booked for, although it is normal practice for some hours of the course to be held back to cover the day of the practical test. Alternatively, additional driving lessons can be booked directly with the Instructor if a Pupil feels that they need to maintain their driving standard during any delay in sitting the practical driving test.

## 10. The driving test

(i) The Driving Instructor on request of the Pupil can forward a copy of the DVSA email confirmation of any test appointment to the email address provided by the Pupil. It is the Pupil's responsibility to advise the Driving Instructor in a timely manner if no test confirmation that they might reasonably be expecting from the Driving Instructor has been received. (Pupils should check their Spam box for receipt of such emails.) The Driving Instructor will advise the Pupil of any practical test booked. If the DVSA email conflicts in any way with the information provided by the Driving Instructor, it is the Pupil's responsibility to let the Driving Instructor know immediately so that the matter can be investigated. The Driving Instructor will not accept any responsibility for any consequences arising from a Pupil's failure to notify of any discrepancy as required in this condition.

(ii) Any driving test booked will only be taken if the Instructor feels that the Pupil stands a reasonable chance of passing it. The Driving Instructor will not promise that he/she will be able to give enough notice of cancellation to save a test fee if the Pupil doesn't get to the required standard, but if a test is cancelled, the Instructor will provide standard driving lessons as an alternative to whatever lesson hours had been booked to cover the test. Alternatively, a Pupil may make other arrangements to take the test in their own car, but the course test-lessons that would otherwise have been provided as part of the course will then be forfeit.

## 11. Additional lessons

Pupils are entitled to book additional lessons directly with their Instructor at a rate to be determined by the Instructor, which may be different from the course's hourly rate, but will be subject to the Instructor's terms and conditions.

## 12. Cancellation

(i) Cancellation of courses can only be made by the Pupil or the Instructor in person and must be made in writing. Cancellations will only be deemed to have been received once confirmed by the Driving Instructor.

(ii) A Cancellation form is provided at the end of these Terms, although the Pupil does not need to use this provided their instruction to cancel is clear to the Driving Instructor and can be relied upon. The Pupil should keep a copy of any notice of cancellation they have given for their own record as proof of same.

(iii) All cancellations by Pupil will be subject to our Refunds policy.

(iv) If cancellation is effected by the Instructor, the Driving Instructor may offer the Pupil an alternative course, (subject to availability), at no extra charge to the Pupil. The Pupil may or may not accept that offer at their own discretion, otherwise the Instructor must provide a full refund of any monies paid to them, whilst the Driving Instructor will refund any fees held by themselves, (less any disbursement already spent, such as, but not limited to, the cost of driving tests).

(v) If an alternative course is agreed by the Pupil, these Terms will apply to that alternative course.

## 13. Refunds

(i) In the event that a course is cancelled by the **Pupil** *after* the deposit but *before* the balance of the course has been paid, no refund of the deposit will be made, but the Pupil shall not be obliged to pay the balance. Where a course needs to be cancelled *after* a balance has been paid, the following refund will be made to the Pupil or, (at the sole discretion of the Driving Instructor), the person who originally paid for the course:

- more than 30 days prior to course commencement – full refund of the balance
- less than 30 days but 21 days or more prior to course commencement – 75% refund of the balance of the course
- less than 21 days but 14 days or more prior to course commencement – 50% refund of the balance of the course
- less than 14 days prior to course commencement – No refund.

(ii) If the **Driving Instructor** cancels a course *prior* to commencement, the Pupil shall be entitled to a full refund of the course fee, including the Driving Instructor's fee and any unused Disbursements, (unless the Pupil agrees and the Driving Instructor is able to reschedule the course with another Instructor). If the Driving Instructor cancels a course *after* commencement, the pupil shall be entitled to a refund of all unused lesson fees from the Instructor, plus the Driving Instructor's fee and any unused Disbursements.

(iii) No claim can be made by any party for more than the value of the course.

## 14. Exceptional circumstances

In exceptional circumstances, the Driving Instructor may at their sole discretion liaise with the Pupil to either:

- reschedule the course at the convenience of all parties, or
- make an ex-gratia refund of part or all of a balance greater than that proportion described in the Refunds clause above.

It is agreed by the Pupil and the Instructor that "exceptional circumstances" will be determined by the Driving Instructor, who will consider the reason for cancellation, the amount of notice that was given, and the impact any cancellation might have on the parties involved. If a course is to be rescheduled, there may be an additional fee to be paid.

## 15. Complaints

Any complaint about any matter must in the first instance be notified to the Driving Instructor in writing within 24 hours of any incident that has given rise to their complaint, and full relevant details provided so that the complaint can be properly investigated.

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**Schedule 1: INTENSIVE DRIVING COURSE CANCELLATION FORM**

**It is important that this form is completed and returned to us promptly as it is subject to our Terms and Conditions, which were provided on booking. If preferred, the Pupil can cancel by telephone and in order to avoid misunderstandings our calls may be recorded. (Cancellation can only be effected by the person who booked the course.)**

I hereby give you notice that I cancel that portion of my contract that I am able to cancel under the terms of the Consumer Contracts (Information, Cancellation and Additional Charges Regulations 2014, for the supply of the following service:

Course reference number, (if known): \_\_\_\_\_

Name of Pupil, (Consumer): \_\_\_\_\_

Booking made on, (date): \_\_\_\_\_

Address of course pick-up: \_\_\_\_\_

Signature of Pupil: \_\_\_\_\_  
(Simply re-type name if forwarded as an email attachment)

Capacity of Signatory if not Pupil: \_\_\_\_\_  
(Pupil must also have signed to confirm your authority to cancel for them)

Date of cancellation: \_\_\_\_\_

Reason for cancellation: \_\_\_\_\_

Amount due to be refunded: \_\_\_\_\_

Rebal Driving School