



Terms and conditions for the supply for driver instruction

Please read these terms and conditions carefully as they are the basis of your contract with me for driving tuition. By booking a driving lesson with me, you agree to these terms and conditions.

In these terms and conditions: “I” or “me” refers to your OK Drive instructor, and Vehicle Standards Agency Approved Driving Instructors, business address Greenfields, Westmancote, Gloucestershire GL20 7EP; and “You” refers to the pupil who is to receive instruction.

Introduction

The terms & conditions of business under which driving instruction is provided are outlined below.

These terms & conditions of business are a contract between the client and the Driving Instructor & The Driving School (OK Drive).

These terms and conditions shall be construed under the laws and subject to the sole jurisdiction of the courts of England & Wales.

These terms and conditions of business do not affect your statutory rights.

Code of Conduct

The driving instructor and the driving school abide by a Professional Code of Conduct, copies are available on request.

Entitlement to Drive

In order to have driving lessons you must:

- Be aged 17 or older (16 or over if disabled)
- Hold a driving licence that is valid for the UK (provisional, full or an appropriate foreign licence)
- It is your responsibility to provide your instructor with proof that you have a valid licence to drive before the commencement of your first driving lesson.
- If you fail to provide this proof, your instructor is entitled to refuse to conduct the driving lesson but may still charge you for such driving lesson.
- It's your responsibility to ensure you are fit to drive.
- You must inform the instructor of any medical condition, disability or injury that may affect your ability to drive.

Behaviour

The driving instructor will not tolerate any form of verbal or physical abuse, whether directed at themselves, a driving examiner, or any other road user.

The driving instructor reserves the right to terminate any lesson at any stage should in their sole opinion they feel that it is inappropriate to continue because of the client's behaviour, sobriety or state of mind. The lesson fee will be forfeit.

Lesson Fees and Payments

Before or on the first driving lesson, the client will be supplied with details of tuition fees. Any alteration of tuition fees will always be notified in advance.

- All lessons must be paid for either in advance, or at the start of the lesson, credit is not offered.
- Any client booking an intensive course of 3 days or above will be asked to pay in full at least 14 days prior to the course start date. This will be treated as an affirmed booking, and if any of the time booked is cancelled less than 14 days before the first day of the course, the fee will be forfeit.
- Payments may be made by cash, bank transfer, credit, or debit card

(You will be advised whether the driving school has the facility to accept payment by credit or debit card)

Where a client falls into arrears with payments, the driving school reserves the right to discontinue tuition until such time as the client's account is brought up to date, this may include withholding the use of the driving school car for a driving test.

In the event of further action being needed to recover any monies owed, further charges may be made to cover costs and administration. The client will be given written notice of other charges added.

Cancellations

You must give at least 48 hours' notice to your instructor if you wish to cancel or re-arrange a booked driving lesson.

Failure to do so may result in your instructor charging you the full amount for that driving lesson.

Lessons might sometimes need to be postponed at short notice due to illness, mechanical breakdown or some other emergency or unforeseen occurrence, a mutually agreeable alternative appointment will be made.

Refunds

When a client pays in advance for lessons, they shall be entitled to a refund at any time of any monies for unused lessons, for accounting purposes this refund will normally be made by the method paid.

When a discount has been given for the prepayment of lessons, and a refund is requested, the lessons taken by the client will be charged at the full single lesson hourly rate, and the balance refunded.

Change of Vehicle/Instructor

Tuition vehicles are periodically changed, either sold, or unavailable due to mechanical or other problems.

- If a replacement vehicle for a driving test, the client will be given as much notice as possible, to familiarise with the new vehicle, however, in the case of replacement due to mechanical problems this may not always be possible.

The driving school will not be responsible for any losses (e.g. test fees) if the client chooses to decline these lessons.

- It is the aim of the driving school to have one driving instructor conduct all of your tuition, however it might sometimes be necessary that a change of driving instructor occurs.

The driving school will not be responsible for any losses (e.g. test fees) if the client chooses to decline these lessons.

Driving tests

Driving Tests should not be booked without first ascertaining the availability of your driving instructor and car, and agreement being reached with your driving instructor as to your readiness for the driving test.

- Clients should notify their driving instructor of the time, date and location of their driving test as soon as practicable, and the email must be shown to your driving instructor for verification on the next driving lesson.
- No responsibility will be taken by the driving school for incorrect bookings unless the driving test email is produced.
- No responsibility will be taken by the driving school for driving tests booked when the driving instructor is unavailable.
- In the interests of road safety, the driving school reserves the right to withdraw the use of car for the driving test, when in the driving instructor's opinion, the client is not at test standard.
- Please see DVSA government guidelines <https://readytopass.campaign.gov.uk/>

Where the use of the driving school car is withheld for a driving test, the driving instructor will where possible give the client sufficient notice to enable them to cancel the test without loss of the test fee, this may not always be possible when the course of tuition is of an intensive nature.

No responsibility will be taken by the driving school for withdrawing the use of car for the driving test when, in their sole discretion the driving instructor assesses the client as not being ready for test.

When a driving test is cancelled due to mechanical failure of the driving school car, illness of the driving instructor or any other reason that is the responsibility of the driving school then the client will be entitled to the cost of their next driving test fee to be paid for by the driving school. The driving school will not be responsible for any additional tuition fees incurred whilst waiting for the next driving test appointment.

The Driving School has no control over driving tests cancelled by DVSA.

When a driving test is cancelled by DVSA the full fees due to the driving school for driving lessons and the use of the car for the driving test are still payable in full, unless cancelled in accordance with the normal period of notice.

When DVSA cancel a driving test because there is not an examiner available it can be possible to claim back any losses incurred by the client, including a proportion of lesson fees, this is the responsibility of the client, not the driving school.

When a driving test is cancelled because the client's documents are not in order the full fees due to the driving school for driving lessons and the use of the car for the driving test are still payable in full, unless cancelled in accordance with the normal period of notice.

If the client is not successful in passing their driving test and would still require the use of a driving school car for any future tests then they would be expected to maintain their lesson schedule to secure the use of the driving school's vehicle.

Data Protection

Under the Data Protection Act 2018, the driving school will only:

- collect information that they need for a specific purpose
- keep it secure
- ensure it is relevant and up to date
- only keep as much as they need, and only for as long as needed
- allow the client to see information they have

All personal information and details given to the driving school is used to deliver the service intended and records are kept strictly confidential. Occasionally your information may need to be shared with third parties, in order for us to provide you with the requested service. For further information or to opt out please ask your instructor for details.

Legal Liability and Complaints

The client, in accordance with road traffic law, is legally responsible for any traffic offences that occur whilst they are in charge of the vehicle. The driving instructor will endeavour to train the client to the highest possible standard, however they cannot be held responsible for the standard of driving or any errors that are committed whilst they are not giving tuition, either before or after the client passes a driving test.

If the client is not happy with any aspect of tuition, or of the standard of service offered, they should either raise the matter with their driving instructor, or the driving school, with the minimum delay, and not later than seven days from the date of the cause of the complaint.

Every effort will be made by the driving instructor / driving school to resolve any complaint or issue.

If the client and The Driving School cannot reach a satisfactory agreement then the client can

approach 'The Approved Driving Instructors National Joint Council (ADINJC)' for non-binding arbitration.

Driving School Details

Driving School: OK Drive Greenfields Westmancote, Gloucestershire GL20 7EP