

e. hello@TavistockDrivingSchool.co.uk

w. www.TavistockDrivingSchool.co.uk

t. 07386 219577

By booking or taking a lesson, you are agreeing to these terms of business. If you have any questions, please contact us at hello@TavistockDrivingSchool.co.uk before booking or taking any lessons.

If in doubt, please seek proper external legal advice.

Agreement

This agreement is made between the instructor, herewith referred to as the “Instructor” and the learner/driver taking driving lessons, herewith referred to as the “Learner”. If you are booking lessons on behalf of another individual, you are also bound by this agreement – and are also referred to as the “Learner”.

Privacy policy

The Learner confirms that they have read & understood the Instructor’s privacy policy. This is available on request or online at <https://www.TavistockDrivingSchool.co.uk/Files/Privacy.pdf>.

The Instructors responsibilities

- The Instructor will provide a road-worthy car, unless the Learner wishes to use their own car.
- Should the Learner wish to use their own car, it is at the Instructor’s discretion which car to use.
- Where the Instructor’s car is used, it will be equipped with dual controls, be taxed & insured.
- The Instructor will act professionally and follow the DVSA code of practice.

The Learner's responsibilities

- The Learner must ensure they have a valid and current provisional or full licence for the vehicle category being driven. This must be presented at the first lesson and may be checked periodically.
- The learner must meet the statutory eyesight requirement and be generally fit to drive.
- The learner must wear suitable footwear.
- The Learner must disclose any condition that they believe could or does affect their ability to drive.

Termination

- The Instructor reserves the right to cancel an individual lesson if...
 - The Instructor has waited a total of 15 minutes or more at the pickup location and the Learner has not arrived. This will then be treated as a no-show.
 - The Instructor feels the Learner to be too unwell to drive.

In this case, at the Instructor's discretion, a charge for that lesson may be made.

- The Instructor reserves the right to cancel a lesson *and any/all future booked lessons* if...
 - The learner is consistently late, behaves inappropriately, or is unsafe.
 - The instructor considers the learner to be over the drink/drive limit for alcohol, or under the influence of any drugs.

In these cases, the full fee will still be payable, either for the lesson, or in the case of a prepaid block booking, the entire block booking. No further bookings can or will be made.

Liability & insurance

- The Instructor will provide a fully insured vehicle for the purposes of driving lessons & the practical driving test.
- If the Learner wishes to use their own vehicle, and the Instructor agrees, it is the Learner's responsibility to ensure the vehicle is insured and taxed accordingly.
- Under UK road traffic law, the Learner is legally responsible for any motoring offences or fines incurred while they are in charge of the vehicle, even during a lesson or test.
- The Instructor accepts no liability for any loss or damage to the Learner's personal property left in the vehicle.

Booking

- Lessons must be booked in advance by phone, WhatsApp, text message, email, or direct during a previous lesson.
- You must be in possession of a valid provisional (or full if applicable) driving licence before attending a lesson. If you are not, the lesson will not go ahead, but will be charged.
- You must be ready at the agreed pickup location and on time; the lesson will be deemed to have started at the agreed time & will be charged accordingly, regardless of whether you are present or not.
- In the event the Instructor arrives late, e.g. due to traffic issues, every effort will be made to extend the lesson or offer an alternative lesson to complete the hours booked.
- The Instructor may have other lessons to deliver and therefore may not be able to extend a lesson in the event of a late start.
- The total lesson time includes any breaks that the Instructor feels necessary for the safety of both the Learner and the Instructor, in accordance with any regulation or legislation.
- You must be in a fit state to drive a car.
 - If I consider you to be too unwell to drive, the lesson will be cancelled, but will be charged.
 - If I consider you to be over the drink/drive limit, or under the influence of any drugs, the lesson will be terminated and will be charged. No further lessons will take place and any upcoming bookings cancelled & refunded. You will not be able to book future lessons with me in this case.
 - You must disclose any condition that you believe could, or does affect your ability to drive.
- I reserve the right to refuse use of the car, for example, if it is felt you are not ready for a test.
- Bookings are not transferable between Learners unless agreed specifically and in writing by the Instructor.

Cancellation by the Learner

- Lessons can be cancelled by the Learner at any time.
- Where the lesson is cancelled more than 48 hours before the start time, the lesson will be rescheduled free of charge or a refund issued, as appropriate.
- Where a lesson is cancelled by the Learner within 48 hours of the start time, the entire lesson will be charged.

Cancellation by the Instructor

- Every effort will be made by the Instructor to ensure the lesson goes ahead. If it can't, every effort will be made to give you as much notice as possible.
- The Instructor reserves the right to cancel or postpone a lesson at any time in the event of illness, an issue with the car or in particularly adverse weather conditions.
- Every effort will be made to rebook a previously cancelled lesson to best suit your needs.

Block bookings

- Block bookings of 10 hours can be made at the above rate.
- All hours within the block must be taken within 3 months of the first lesson within the block. Refunds will not be given after this time.
If one or more hours are not needed within the block, a refund for the remainder of the time will be given, as long as this is within a 3 month period from the first lesson within the block.

Fees & payment

- Individual lessons must be paid for at least 24 hours in advance.
- From time to time, block bookings may be offered at a discounted rate. For these bookings, the entire block must be paid for at least 24 hours before the first lesson is delivered. Block bookings must be redeemed within 3 months (12 weeks) of the first lesson.
- The Learner is responsible for booking the driving test and paying the DVSA the appropriate test fees.
- The Instructor is not liable for test fees in the event the test is cancelled by the DVSA (e.g., due to examiner illness or weather).
- Payment must be made using a bank transfer.
- Credit is not available and will not be given.
- The Instructor will provide at least 2 weeks' notice in the event tuition fees are to change. Changes will not affect any payments already made as part of an advanced block booking.

The DVSA driving test

- The Instructor will discuss driving tests with the Learner and inform them when I feel that they are ready to take a test.
- The Learner is responsible for booking theory and practical tests. It is the Learner's responsibility to check the details of the test on Your DSA confirmation letter.
- The Learner must inform the Instructor of all details of their test including, but not limited to, its date and location at least 14 days before the test date.
- When the Learner attends a test, they must take all required documentation with them. If they don't, their test may be cancelled and the Learner would then lose their test fees.
- The use of the Instructor's vehicle for a driving test is at the Instructor's discretion.
- If the Learner's test is cancelled by the DVSA giving the Learner insufficient time to provide the Instructor with the required cancellation notice of a booking, the Learner must still pay the Instructor's fees for their time and use of their vehicle. In that case, the Instructor will advise the Learner on claiming compensation from the DVSA for the cost of those fees.
- The Instructor can and will refuse to let the Learner use the Instructor's car in order to take a driving test if the Instructor considers the student to be unsafe.

The Learner's data

Any personal data that the Learner, or the 3rd party booking on behalf of the Learner provide will be held securely and in accordance with the Data Protection Act 1998. We will use your personal data for the purpose(s) for which you have provided it.

Complaints & feedback

The Instructor will use all reasonable endeavours to ensure that high standards of tuition and service to the Learner and all feedback is welcome.

If the Learner has any cause for complaint. They should raise the matter with the Instructor, either in person or by email to hello@TavistockDrivingSchool.co.uk.

General terms

- The terms of this agreement are not flexible.
- The Instructor reserves the right to refuse any booking request.
- This agreement is subject to English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- As a consumer, the Learner will benefit from any mandatory provisions of the law in their country of residence. Nothing reduces the Learners rights as a consumer to rely on those provisions.

Other terms

The Instructor is self-employed and operates independently from DRIVE. However, DRIVE is the Instructor's sponsor and you may therefore have booked through them. In this case, DRIVE's terms & conditions are available direct from them and must also be adhered to.