

# Terms and Conditions

## Introduction

The following terms and conditions represent the basis upon which driving lessons and courses are offered to you by Driving with Alex. Alex as an LDC instructor operates his business under franchise from Teaching Driving Ltd. And has agreed to be bound by the following terms and conditions.

## 1. General Conduct

Alex is bound by a professional code of conduct. He will be courteous, polite, tidy and punctual. He will also behave in a professional and ethical manner at all times. His car will be well maintained, clean and tidy. His car will be fitted with dual-controls as part of their standard equipment. The car will of course be fully insured for driving tuition. It is a non smoking car and he will not use your time for his own private business.

## 2. Qualifications

As a minimum he will be licensed by the Driving Standards Agency (DSA) to give driving tuition. He will also be proficient in the use of the Learner Driving System of tuition.

## 3. Driving Licence \ Eyesight

The Learner must hold a current, valid driving licence (provisional or full) which must be produced on or in advance of their first lesson. They must also check that they can read a number plate at a distance of 20.5 metres (i.e. 67Feet ) with glasses if normally worn.

## 4. Lesson Postponement

A minimum of 24 hours is required for any lesson cancelation. If Alex can easily obtain additional work for any lessons postponed, no penalty will be incurred. If this is not possible the full training fee for the period in question may, at the total discretion of Alex, be lost or charged. He reserves the right to postpone lessons if he feels that the weather or road conditions are unsuitable or dangerous. He cannot be held responsible for any costs incurred as a result of him having to postpone any lessons, for whatever reasons.

## 5. Driving Test

### a) Bookings

Your driving test will be booked by Alex on your behalf. Driving test bookings always take priority over other lessons. Therefore your lesson may be postponed to allow for someone else's driving test and vice-versa. Changes to lesson bookings as a result of this will be notified immediately.

### b) Use Of Vehicle

In the interests of customer and public safety Alex reserves the right to withhold the use of his car for the test, if in his opinion, your driving is actually or potentially dangerous.

### c) Test Cancellation

Three clear working days notice of cancellation or postponement is required by the DSA. Failure to provide the required notice will result in the loss of your test fee. Alex cannot be held responsible for any postponement or cancellation of tests by the DSA. However he will do all that is possible to arrange another test as quickly as possible and to help you to reclaim expenses from the DSA.

## 6. Punctuality

In their own interests learners are advised to be punctual for their lesson appointments. Alex would normally wait for a maximum of 15 minutes before the lesson would be abandoned and the lesson fee forfeited or become due for payment. A reciprocal waiting time may become necessary if Alex is delayed due to unforeseen circumstances. Any lesson time lost as a result of this would be made up by him either at the end of the lesson if possible or at a later date.

## 7. Learner Comfort and Safety

In the interests of comfort and safety, learners are advised to wear suitable footwear and

clothing which does not restrict movement.

Learners must also take note of any medication they are taking that may effect their ability to drive safely and advise their instructor accordingly before taking any lesson booked.

## 8. Your Statutory Rights

Nothing in these terms and conditions will reduce your Statutory right relating to faulty or misdescribed goods or services provided. Alex has a statutory obligation to provide you with goods and services fit for the purpose for which they were bought and as described. If you have any doubts about your statutory rights please contact your local Trading Standards Department or Citizens Advice Bureau.

## 9) Payment Terms

Please note that payment for any course or block booking must be paid in advance by bank transfer or sending a cheque payable to A Orchiston at the time of booking so as to hold the lesson times booked. If payment is not received then we cannot guarantee your pre booked dates. If you wish to pay weekly then you will need to send a cheque for the first lesson at time of booking and on the first lesson pay for the next in advance. Alternatively you can pay for 2 (two) lessons on your first lesson.

**I do/Do not accept the above terms and conditions. (please delete as appropriate)**

**Signed**.....

**Date** .....