

# ***Driving Instructor Trainers***

## ***DVSA ADI Training & ADI CPD***

77 Selsey Road, Edgbaston, Birmingham B17 8JR

[www.drivinginstructortrainers.co.uk](http://www.drivinginstructortrainers.co.uk)

**0121 400 1155**

### ***Driving Instructor Trainers Terms & Conditions Of Business***

#### ***Introduction***

The terms & conditions of business under which driver or instructor training is provided are outlined below.

These terms & conditions of business are a contract between the client and the driving instructor & Driving Instructor Trainers.

Any alterations to these terms & conditions of business will always be notified to the client in writing, in advance of the change.

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.

#### ***Professional Code of Conduct***

The driving instructor and Driving Instructor Trainers abide by a Professional Code of Conduct, copies of which are available on request.

#### ***Documentation***

Before or on the first driving lesson, the client will be supplied with a copy of the 'Terms & Conditions of Business' of Driving Instructor Trainers, details of tuition fees, contact details of Driving Instructor Trainers and their Instructor, and an appointment card if required.

The client will be asked to sign a copy of the 'Terms & Conditions of Business' to state that they have read and agree to be bound by them.

#### ***Entitlement to Drive***

The client must hold a current, valid driving licence that entitles them to drive in the UK.

The client must satisfy the requirements of medical fitness to drive, including being able to read a number plate at the prescribed distance.

The driving licence must be produced at the client's first training session, and it will also be checked periodically by the driving instructor.

The client will allow and facilitate their driving instructor or Driving Instructor Trainers to check their entitlement to drive periodically with DVLA.

Any points, endorsements, bans, convictions, or restrictions of any kind on your licence must be notified to Driving Instructor Trainers immediately.

Any medical condition or disability that might affect your ability or entitlement to drive must be notified to Driving Instructor Trainers immediately.

#### ***Fitness to Drive***

It is the client's responsibility to ensure that they are fit to drive.

The client must inform their driving instructor or Driving Instructor Trainers as soon as possible of any medical condition, disability or injury that may affect their ability or entitlement to drive.

The client must inform their driving instructor if they feel unwell before or during a training session.

The client must ensure that they do not drive whilst under the influence of alcohol, or drugs (some prescription and 'over the counter' medicines can cause drowsiness).

The client should ensure that they do not arrange driving lessons at times when they are likely to be tired, stressed, or otherwise distracted.

The client must wear suitable footwear, and clothing that does not restrict movement, or impede their ability to drive safely in any way.

Where spectacles or contact lenses are required in order to meet the eyesight requirement for driving, they must be worn at all times while the client is driving.

#### ***Behaviour***

The driving instructor & Driving Instructor Trainers will not tolerate any form of verbal or physical abuse, whether directed at the driving instructor, a driving examiner, or any other road user.

The driving instructor reserves the right to terminate any training session 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. In these circumstances the training session fee is forfeit, and it is at the instructor's sole discretion as to whether further transport is provided.

*(Continued)*

# ***Driving Instructor Trainers***

## ***DVSA ADI Training & ADI CPD***

77 Selsey Road, Edgbaston, Birmingham B17 8JR  
[www.drivinginstructortrainers.co.uk](http://www.drivinginstructortrainers.co.uk)  
**0121 400 1155**

*(Continued)*

### ***Payments***

All training sessions must be paid for either in advance, or at the start of the session, credit is not offered.

Any Client booking a full day, or, two half day training sessions (including time for DVSA test appointments) in any 7 day period will be asked to pay in full at least 7 days in advance of the first training session of the booking.

This will be treated as an affirmed booking.

Cancellation of any of the time booked after the due payment date, the fee will be forfeit in full.

Any client booking two or more full day, or three or more half day training sessions (including time for DVSA test appointments) in any 7 day period, or any training session that requires accommodation to be booked by Driving Instructor Trainers in order to deliver the training will be asked to pay in full at least 28 days in advance of the first training session of the booking.

This will be treated as an affirmed booking.

Cancellation of the training sessions by the client giving more than 28 days notice prior to the start date will result in a full refund being given.

Cancellation of any of the time booked by the client giving more than 15 days notice before the first day of the course, a refund will be given equivalent to 50% of the course fee.

Cancellation of any of the time booked by the client giving less than 15 days notice before the first day of the course, the fee will be forfeit in full.

Payments may be made by cash, cheque, credit, or debit card.

Where a client falls into arrears with payments, Driving Instructor Trainers reserve 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 DVSA test.

In the event of a cheque or card transaction being returned by your bank, an additional charge will be made of £20.00 to cover bank charges and administration costs incurred.

In the event of further action being needed to recover any monies owed further charges may be made to cover costs and administration.

### ***Training Session Fees***

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, and a copy of the new fees supplied as soon as practicable.

### ***Change of Driving Instructor***

It is the aim of Driving Instructor Trainers to have one driving instructor conduct all of your tuition in order to aid continuity, however it might sometimes be necessary that a change of driving instructor occurs, in these circumstances the client shall have the right to decline training sessions from the replacement driving instructor.

Driving Instructor Trainers will not be responsible for any losses (e.g. test fees) if the client chooses to decline lessons from the replacement driving instructor.

### ***Change of Tuition Vehicle***

Tuition vehicles are periodically changed, either permanently, when a vehicle is sold, or temporarily, due to mechanical or other problems.

Driving Instructor Trainers will not be responsible for any losses (e.g. test fees) if the client chooses to decline training sessions in the replacement vehicle.

### ***Postponement of Training Sessions by Driving Instructor Trainers***

Training Sessions 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.

Every effort will be made to notify the client of the postponement as soon as practicable, however in some circumstances it may be difficult to notify the client in advance of their appointment time.

In all other circumstances Driving Instructor Trainers will endeavour to keep all appointments, however when it is necessary to alter an appointment a minimum of 24 hours notice will be given.

*(Continued)*

# ***Driving Instructor Trainers***

## ***DVSA ADI Training & ADI CPD***

77 Selsey Road, Edgbaston, Birmingham B17 8JR

[www.drivinginstructortrainers.co.uk](http://www.drivinginstructortrainers.co.uk)

**0121 400 1155**

*(Continued)*

### ***Postponement of Training Sessions by Client***

Any training session appointment which the client does not keep or does not give at least 24 hours notice of cancellation will be charged for in full.

Any Client booking a full day, or, two half day training sessions (including time for DVSA test appointments) in any 7 day period will be asked to pay in full at least 7 days in advance of the first training session of the booking.

This will be treated as an affirmed booking.

Cancellation of any of the time booked after the due payment date, the fee will be forfeit in full.

Any client booking two or more full day, or three or more half day training sessions (including time for DVSA test appointments) in any 7 day period, or any training session that requires accommodation to be booked by Driving Instructor Trainers in order to deliver the training will be asked to pay in full at least 28 days in advance of the first training session of the booking.

This will be treated as an affirmed booking.

Cancellation of the training sessions by the client giving more than 28 days notice prior to the start date will result in a full refund being given.

Cancellation of any of the time booked by the client giving more than 15 days notice before the first day of the course, a refund will be given equivalent to 50% of the course fee.

Cancellation of any of the time booked by the client giving less than 15 days notice before the first day of the course, the fee will be forfeit in full.

Notice of cancellation by the client can be given by telephone directly to your driving instructor or by telephone to the office of Driving Instructor Trainers.

The time of cancellation will be deemed to be the time when the message is received by either your driving instructor or by the office of Driving Instructor Trainers, (not when the message is sent)

When giving notice of cancellation of a driving lesson appointment please note that there may be a delay in the message being received if you are cancelling at weekends, bank holidays or out of office hours, so please allow extra time to avoid being charged.

Driving Instructor Trainers reserve the right to impose a longer period of notice required for the cancellation of appointments on any client who consistently cancels lessons and also to insist on prepayment for all appointments.

### ***Appointment Times***

The client should keep a record of appointment dates and times in order to avoid missed appointments (appointment cards are available)

The driving instructor will wait 15 minutes after the appointment time before deeming the training Session to have been cancelled with insufficient notice.

The driving instructor will make every effort to be punctual, however traffic conditions may sometimes make this difficult, so the client should allow a 15 minute waiting period.

The training session will commence either at the appointed time, or the time that the driving instructor arrives, if that is later.

### ***DVSA Tests***

DVSA 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 DVSA test.

Clients should notify their driving instructor of the time, date and location of their DVSA test as soon as practicable, and the appointment booking confirmation must be shown to your driving instructor for verification on the next training session.

No responsibility will be taken by Driving Instructor Trainers for incorrect bookings unless the DVSA test booking confirmation is produced.

No responsibility will be taken by Driving Instructor Trainers for DVSA tests booked at times when the driving instructor is unavailable.

Clients will only be allowed the use of the driving school car for a DVSA test if the driving instructor agrees that the client is at test standard.

In the interests of road safety Driving Instructor Trainers reserves the right to withdraw the use of car for the DVSA test, when in the driving instructor's opinion the client is not at test standard.

Where the use of the driving school car is withheld for a DVSA 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 Driving Instructor Trainers for withdrawing the use of car for the DVSA test when, in their sole discretion the driving instructor assesses the client as not being ready for test.

*(Continued)*

# ***Driving Instructor Trainers***

## ***DVSA ADI Training & ADI CPD***

77 Selsey Road, Edgbaston, Birmingham B17 8JR

[www.drivinginstructortrainers.co.uk](http://www.drivinginstructortrainers.co.uk)

**0121 400 1155**

*(Continued)*

### ***Cancelled DVSA Tests***

When a DVSA 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 Driving Instructor Trainers then the client will be entitled to the cost of their next DVSA test fee to be paid for by Driving Instructor Trainers, this is irrespective of whether the client continues to have training with Driving Instructor Trainers.

The next DVSA test fee will not be paid for by Driving Instructor Trainers if the client is given sufficient notice to cancel their DVSA test appointment without loss of the test fee.

Driving Instructor Trainers will not be responsible for any additional training fees incurred whilst waiting for the next DVSA test appointment.

Driving Instructor Trainers have no control over DVSA tests cancelled by DVSA.

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

When DVSA cancel a DVSA 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 training fees, this is the responsibility of the client, not Driving Instructor Trainers.

When a DVSA test is cancelled because the client's documents are not in order the full fees due to Driving Instructor Trainers for training sessions and the use of the car for the DVSA test are still payable in full, unless cancelled in accordance with the appropriate period of notice.

### ***Refunds***

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

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

### ***Supervision***

For the purposes of assessing, maintaining and improving standards, it may occasionally be necessary for another driving instructor or driving examiner to observe a driving instructor giving tuition. The client may expect an observer to be present on any of their training sessions, notice of this would usually be given in advance of the training session, however this might not always be possible.

Driving Examiners are periodically supervised conducting DVSA tests, therefore the client might be accompanied on their DVSA test by a supervising examiner, this is a legal requirement.

### ***Training Sessions in Clients Own Car***

Training sessions can be conducted in the driving school cars, or in the client's own car.

The client's car must be legally roadworthy, taxed, insured and mot'd (when necessary)

The client's car must be insured for the use of the driving instructor to give professional driving tuition, and for the driving instructor to drive, this must be confirmed in writing by the client's insurance company.

The use of the client's car is entirely at the client's own risk, and neither the driving instructor nor Driving Instructor Trainers will be held liable for any damage or accident howsoever caused.

There will be no alteration in fees payable in view of the increased risk and responsibility of giving tuition in a non dual controlled vehicle.

### ***Client's Property***

The client is responsible for the care of any property they have with them when attending a training session, and should ensure they do not leave anything behind.

The driving instructor and Driving Instructor Trainers will take no responsibility for any loss of or damage to any property belonging to, or in the possession of the client.

### ***Legal Liability***

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 can not 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 DVSA test.

### ***Complaints***

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 if they prefer with James Quinn at Driving Instructor Trainers, 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 Instructor Trainers to resolve any complaint or issue.

If the client and Driving Instructor Trainers cannot reach a satisfactory agreement then the client can approach The Approved Driving Instructors National Joint Council for non binding arbitration.

*(Continued)*

***Proprietor: James Quinn DVSA ADI, DipDI, Diamond Advanced Instructor & Examiner  
Member of IMTD, AIRSO, ADINJC, MSA, DIA***

***Driving Instructor Trainers***  
***DVSA ADI Training & ADI CPD***  
*77 Selsey Road, Edgbaston, Birmingham B17 8JR*  
*www.drivinginstructortrainers.co.uk*  
***0121 400 1155***

*(Continued)*

***Clients Details***

Name.....

Address.....

Licence Number.....

I Have Read These Terms & Conditions Of Business And I Agree To Be Bound By Them

Print Name.....

Signed.....

Date.....