

MARK LANE Plymouth Driving Instructors

TERMS AND CONDITIONS

Introduction

An **Approved Driving Instructor** who gives **lessons** in a motor car in return for payment must be on the **Register of Approved Driving Instructors (ADI's)**. To gain entry to the register, prospective **instructors** must pass a series of examinations administered by **The Driving & Vehicle Standards Agency (DVSA)**. People training to become **ADI's** who have part completed the examinations can obtain from the agency a licence to acquire **practical experience** which is strictly limited to six months. Once **fully qualified** and on the **register**, **ADI's** are regularly tested by the DVSA to check their continued **ability to give instruction** to the **required standards**. DSA and the driving instruction industry place great emphasis on **professional standards** and business ethics. **The Code of Practice** set out here has been agreed between the DVSA and the main bodies representing **ADI's**. It is a framework within which all **instructors** should operate.

PERSONAL CONDUCT:

The **Instructor** will always behave in a professional manner towards clients.

Clients will be treated with respect and consideration.

The **Instructor** will try to avoid physical contact with the client, except in an emergency or in the normal course of greeting.

Whilst reserving the right to decide against giving tuition, the instructor will not act in any way which contravenes legislation on discrimination.

BUSINESS DEALINGS:

The Instructor will safeguard and account for any monies paid in advance by the client in respect of driving lessons, test fees or for any other purpose and will make the details available on request. The instructor should provide clients with a written copy of their **terms and business** to include:

- legal indemnity of the school/instructor with full address and telephone number at which the instructor or their representative can be contacted.
- The price and duration of the **lessons**.
- The price and conditions for use of the school car for the **practical driving test**.
- The terms under which cancellation by either party may take.

PROCEDURE FOR COMPLAINTS:

The Instructor should check a client's entitlement to drive the vehicle and their ability to read a number plate at the statutory distance on the first **lesson**. When presenting a client for the

practical driving test, the instructor should check that the client has all the necessary documentation to enable them to take the test and that the vehicle is roadworthy. Instructors will advise clients when to apply for the theory and **practical driving tests**, taking into account local waiting times and forecast of the client's potential for achieving the **driving test pass standard**. The **instructor** will not cancel or rearrange the driving test without the client's agreement. In the event of the instructor's decision to withhold the use of the school car for **the driving test**, sufficient notice should be given to the client to avoid the loss of the DSA fee. The instructor should at all time, to the best of his/her ability, endeavour to teach the client the correct driving skills per **DVSA's recommended syllabus**.

ADVERTISING:

Advertising of driving tuition shall be honest; claims made shall be capable of verification and comply with the codes of practice set down by the advertising standards authority. Advertising that refers to **clients pass rates** should not be open to misinterpretation, and the basis for which the calculation is made should be clear.

TERMS AND CONDITIONS:

All trainees must be in possession of a signed **provisional driving licence** on commencement of training, and must satisfy the eyesight requirement. **INSURANCE:** Fees include trainees cover for insurance liability claims whilst driving the **school's vehicle**, providing the trainee is duly licensed to drive and is accompanied by or under instruction of the instructor. **PAYMENTS:** The school reserves the right to charge for any training **NOT CANCELLED** at least **48 HOURS BEFORE** the date booked. Payment for training **MUST** be made in **ADVANCE**. By signing the contract, you are bound by it. Courses must be completed, or, unless there is a legitimate reason, there will be no refund. Prepayments are refundable at the discretion of the management, on production of an official receipt, and any previous block bookings or late cancellation will be charged at the full rate of **£25 per hour**. Any Learning Material Withheld Or Returned Used will be Charged at The full Recommended Retail Price. (RRP.)

BLOCK BOOKING/BUNDLES:

Offers where the **Theory Test or Practical Test** are Included **MUST BE USED WITH THIS SCHOOL and with Lessons Paid in Advance**. These Tests are **NOT REFUNDABLE in ANY EVENT** of Early Termination of Training.

BLOCK BOOKING INSTALLMENT ARRANGEMENTS: The Total Pre-Arranged Agreement **Must be Paid** in Full by the End of the Hours Used, and within a 6 month period from date of payment.

CANCELLATION OF BOOKED LESSONS:

At least **48 HOURS** notice must be given by you or your instructor if there is a need to to cancel or arrange a lesson booking. Failure to give this notice will result in a valid claim for an equivalent value of compensation. If after 2 Weeks, any late payment due, will incur a 25% weekly charge. **OFFICIAL DRIVING TESTS:** The school reserves the right to withhold training vehicles for the driving test if, in the instructors opinion, the trainee does not meet the required standard. The test fee will be forfeited if ten clear days notice is not given. This does not include weekends, bank holidays, the day of cancellation or the day of the test. **The Instructor** will provide sufficient notice for the client to make alternative arrangements if they wish to continue with the test appointment.

No monetary refunds will be made for cancelled lessons. Refunds will be given by way of lesson vouchers or lesson credits

APPOINTMENTS: Students are responsible for turning up on time. The Instructor will wait 10 minutes and a text reminder will be sent. Failure to respond and the lesson will be forfeited. Whilst every care will be taken to ensure that that receive the training at the requested time and with the instructor as booked, all bookings are made on the understanding that the school is **not responsible** for the postponement of training due to adverse weather conditions, mechanical breakdown of equipment, absence or sickness of staff or any other cause beyond our control. Neither can the school be responsible for driving tests appointments postponed by the **Driving & Vehicle Standards Agency**.

PERSONAL PROPERTY:

Naturally every endeavour is made to safeguard the personal property of any trainee, but I point out that the school accepts **no liability** whatsoever for jewellery, cash, clothing, mobile phones or any other property left in the training vehicle or on their premises, unless the loss is caused by our own negligence.

Please print full name.....

Parent/ Guardian of

Agree to the terms and conditions of **Mark Lane Plymouth Instructors**

Signed

Date.....