

# DRE Ysgol Ddreifio

## Terms and Conditions

These Terms and Conditions are an important part of your driving tuition. I, Digby Eade, am the proprietor and representative of DRE Ysgol Ddreifio and, by employing me as your driving instructor; you are agreeing to abide by these Terms and Conditions.

### **Fitness to drive:**

Certain medication and prescribed drugs will affect your driving. Please take advice from a pharmacist or GP if you take regular medication, or if you have had to take over the counter medicines for any reason, to make sure you are fit to drive.

**By taking driving lessons with me, you confirm that you are free of any prescription drugs that may affect your ability to drive.**

Although there is a legal blood alcohol limit in force in this country, it is not my policy to allow any of my pupils to drive if they have consumed any alcohol (or illegal drugs) within 24 hours of a driving lesson. Although you may well be under the legal alcohol limit, (there is a zero tolerance on illegal drugs), as a learner driver your reactions will already be slower than the average driver, and as an inexperienced driver, alcohol and illegal drugs may well have a different adverse effect on you. It is my duty to keep you, myself and other road users safe. Therefore, if I suspect that you are under the influence of any of the above, or anything that I feel will make you unsafe to drive, I reserve the right to cancel the lesson and the full lesson fee will still be payable by you.

**By taking driving lessons with me, you confirm that you are free of any alcohol, or illegal drugs.**

You must hold a current and valid provisional driving licence which must be produced on your first driving lesson, and at regular intervals throughout your training, upon request. Any changes to your driving licence due to medical conditions (including deterioration of eyesight) or driving convictions must be communicated to me immediately.

**By taking driving lessons with me, you confirm that you hold the appropriate licence, and there have been no changes to your entitlement since I last checked your licence.**

Please ensure that you present yourself in suitable clothing, particularly practical footwear.

On your first lesson, I will make sure that you can read a vehicle number plate at the distance required by law to drive (20.5 metres) It is also important to attend lessons with any appropriate glasses or contact lenses if you require these to read said number plate at the above mentioned distance, for reasons of road safety and the law. If I think you are unfit to drive for failing to meet any of these conditions, **the lesson will be cancelled and the full lesson fee will still need to be paid.**

**Lesson payments** must be made at or by the beginning of each lesson, and can be by cash or bank transfer. If paying by bank transfer, this must be done before the lesson commences.

Block bookings must be paid for in full on the first lesson of that block. Refunds will only be made in exceptional circumstances on "paid for" lessons only. Any refund will be calculated by deducting any lessons taken at the full lesson rate. Any remaining balance will be refunded minus an administration fee of 10%. This is because the discount applies to the block, therefore if the full block is not completed, the discount does not apply. Any special offers presented to you such as free lessons as part of a deal are to be taken at the end of the block and will not be part of any refund. If I am still able to deliver the lessons of the block you have paid for, a refund is highly unlikely.

If you suspend taking any pre-paid tuition for a period of 6 weeks or more, without any consultation with me, any remaining paid for tuition will be forfeited by you.

If booking intensive courses the course fee will be agreed with you prior to booking the course. At the time of booking a 20% non-refundable deposit will be required to be paid to secure the lesson dates. The remaining balance must be paid no later than one week before lessons are due to commence. **Failure to make the balance payment on time will result in you losing your deposit and the lesson slots that have been secured for you. Any loss of being ready for test is your responsibility.**

Prices may be varied at any time with reasonable notice and increases will usually only apply to new and not existing pupils.

If you are under 18 then it is your responsibility to ensure that a parent or responsible adult is made aware of these Terms and Conditions as they will become liable for any outstanding balance in the event you fail to pay. Their name and address will need to be supplied to me at the beginning of your training and they will be required to sign an agreement to acknowledge they are accepting responsibility of payment.

If payment is due under invoice, unless agreed otherwise, the terms of trade are 7 days from the date of invoice. The tax point is the date of the invoice. If payment in full is not received when due then:

- a) DRE Ysgol Ddreifio shall be entitled to charge Interest on any outstanding invoice balance at 3% above the Bank of England base rate calculated on a daily rate from the date the invoice became due.
- b) DRE Ysgol Ddreifio reserves its right to charge interest in the alternative under the Late Payment of Commercial Debts (Interest) Act 1988 if appropriate.
- c) DRE Ysgol Ddreifio shall be entitled to charge a collection fee of 10% of the balance due for the recovery of the same with a minimum charge of £27.
- d) DRE Ysgol Ddreifio shall be entitled to pursue legal action for recovery of the debt and cost incurred. You will have no entitlement to defer or reduce payment in the case of dispute or counterclaim against DRE Ysgol Ddreifio.

**By taking driving lessons with me, you are confirming that this is acceptable.**

**Cancellation:** 48 hours notice is required to cancel any driving lesson. If less than 48 hours notice is given, the full lesson fee must be paid.

If I have to cancel due to personal illness or family emergencies, I will endeavour to rearrange your lesson for a convenient time. Please understand that if I cancel your lesson, I am losing my only source of income, so do not do so lightly.

**By taking driving lessons with me, you are confirming that this is acceptable.**

I cannot be held responsible for any mechanical or electrical failure to my tuition vehicle, which may cause the prevention or termination of a lesson or driving test. If the weather is too severe to drive, I can re-arrange your lesson. The decision will be made considering your ability and any advice given by motoring organisations. If you decide to cancel at short notice due to weather, and the conditions are suitable to carry out the lesson in my opinion, the lesson will be chargeable.

Your driving lesson will be on a one to one basis. You will always receive the full lesson time you have paid for, to include any recap and debrief, which is essential to learning and progress.

I will be happy to start and finish your lesson from different locations, providing these are agreed in advance, and that both are within the usual area of my work.

**Penalties:** Whenever you are driving in the school vehicle, you will be under close supervision and I have a duty of care to do everything I can to avoid any infringement of the law. Any fines that may be incurred, in spite of my best efforts, will be the legal responsibility of the driver.

**Practical tests:** My aim is to make you a safe and responsible driver, who I would be happy to share the road with. By reaching this standard, you will be ready to pass the practical test.

Once you have reached that standard, you must try to maintain regular lessons leading up to your test, otherwise your test date might have to be moved back to give you more time to prepare. The only way to pass the driving test is to be properly prepared. In the interest of road safety I reserve the right to withdraw the use of my car for tests without prior notice, should you prove to be unsafe and not up to test standard.

**Damage to the School Car:** During lessons, I will make every effort to avoid damage to the car. However, if I consider that you were driving in a dangerous or unpredictable way during a lesson against my advice, and actual damage is caused despite best efforts made, you will be expected to pay for the repairs. This will be discussed at the time of the damage. In addition, during driving tests, the examiner will not prevent you, the candidate, from hitting the kerb or causing other similar minor damage to the car. Therefore, all damage caused by you whilst on test may be charged to you.

**Punctuality:** I will make every effort to contact you if I am going to be later than 10 minutes for your driving lesson. The time lost will be added to the end of the lesson if possible, or added to another lesson at a later date. If you are late for your lesson and I arrived at the agreed time, then that time will be lost.

**Communications:** To ensure that communication channels are in place, please ensure that I am aware of your current mobile and landline numbers.

**Holidays and Availability:** I will give you notice of holidays or days where I am unavailable. Please ensure that you do likewise. Please be sure to book your first lesson after your holiday or break in tuition, to retain your place on the diary and to maintain progress.

**CoVid 19:** With the outbreak of the CoVid 19 pandemic in the United Kingdom

1. If I or a student are displaying signs of CoVid-19 infection then the lesson will not proceed,
2. Only the student will be allowed in the car, no other accompanying persons - when presented for test this means the Examiner and the Candidate,
3. Long sleeved and long legged clothing must be worn,
4. On arrival to the car by the student, they will be assessed by a non-contact infrared thermometer and, if they show signs of elevated temperatures, again, the lesson will not proceed,
5. The car will be disinfected with antibacterial wipes and spray on all contact (and many non-contact) surfaces before and after each lesson,
6. Antibacterial hand gel will be used by both instructor and student before the start of the lesson and will be available during the course of the lesson if required,
7. The instructor will be wearing a face mask for the duration of the lesson and a disposable face mask will be available for the student to wear if they do not supply their own,
8. During the course of the lesson, the windows will be kept open to enable any risk of the virus to be sucked out of the car,
9. Gloves will not be used due to the increased risk of loss of control at potentially a safety-critical moment,
10. With the exception of where it is safety-critical (e.g. checking blind spots), the student and instructor will maintain a face-forward stance withing the vehicle.

**Code of Practice:** I will abide by the [Voluntary Code of Practice](#) which has been agreed between DVSA and the main bodies representing Approved Driving Instructors.

Complaints by clients should be made in the first instance to me.

Failing agreement or settlement of a dispute, reference may be made to DVSA's Registrar of Approved Driving Instructors who will consider the matter and advise accordingly. Should the Registrar not be able to settle the dispute he or she may set up a panel, with representatives from the ADI industry, to consider the matter further or advise that the matter should be referred to the courts or other statutory body to be determined.

Failure to read these Terms and Conditions does not absolve your responsibility to abide by them. Employing me acknowledges your acceptance.

**By taking driving lessons with me, you agree with all of the above terms and conditions.**