These are the Terms of Business of Alec Automatic Driving School

TERMS OF BUSINESS

1) Lesson Appointments
a) When appropriate A lesson appointment should be written down either before, or on the first lesson. Clients are advised to carry a form so that at the end of a lesson the next appointment/s can be entered. Where further appointments have been arranged by telephone/text, email or other messaging services it is the client's responsibility to remember appointments.

2) Driving Licence
a) Clients MUST personally ensure that they are the holders of a valid, current driving licence, which must be produced on the first lesson and will be regularly checked by their driving instructor. The picture on photo card licences expire after ten years, your photo card licence must be up to date.
b) Clients MUST inform their driving instructor if they receive any endorsements on their licence during the period that they are receiving tuition. Including any short period disqualifications (SPD).
c) Clients MUST inform their driving instructor of any special needs or medical conditions they have that might affect their ability to drive.

3) Client Health, Fitness to Drive and Wellbeing
a) In the interest of comfort and safety, clients are advised to wear suitable footwear and comfortable clothing which does not restrict movement, please ask your instructor for any advice you may require.
b) If the client is unwell or has any medical condition and is unfit to drive, they should immediately inform the driving instructor of this and where necessary cancel the lesson. The client will still be liable to pay for the lesson if the cancelation falls within the minimum 48 hours cancellation period.
c) If the driving instructor believes the client is unfit to drive for any reason including being under the influence of alcohol, illegal or prescription drugs, excess tiredness, poor eyesight, any medical or psychological conditions or any other reason the instructor believes may cause the client to be unsafe to drive, the instructor has the right to terminate the lesson and the client is still liable for tuition fee.
d) the driving instructor may check the clients eyesight from time to time, if the client fails the eyesight check the driving instructor has the right to terminate the lesson and any future lessons until the client has renewed their eyesight prescription and is wearing the correct prescription and can pass the eyesight test.

4) Tuition Fees
a) First lessons should be paid for by a minimum of 2 days before the first lesson by bank transfer or online link, which will be provided when the appointment is confirmed, unless otherwise agreed to pay at the start of the lesson with the instructor's discretion.
b) Tuition fees must be payable in advance either before a lesson begins or at the beginning of the lesson.
c) Where clients arrive at an appointment with no means of payment for the lesson and cannot obtain the correct full fee to commence the lesson, then the lesson will be terminated by the instructor, and the client must still pay the full fee before further lessons can take place.
d) Use of the car for the driving test is charged at the same rate as a normal lesson. The fee for pre-driving test lesson and use of the car for the driving test is charged by amount of time the appointment takes.
e) The fee which is paid to the DVSA to book the driving test is not a payment to the instructor and the client will need to pay the instructor in the same way they would for a lesson by the start of the appointment.
f) Advanced payments for discount rate block booking must be made in full before the arranged group of lessons start. If part payment is received then it shell be treated as payment for a single lesson and any remaining over-payment will be put in deposit towards future lessons and shell not be treated as a block booking discount rate payment until sufficient funds are in deposit before the beginning of a group of lessons.
g) Where a client has paid for a block of lessons and obtained a discount, any partial refund on the remaining hours will result in the used hours being charged at the standard original rate or next closest discount rate at the time of purchase and subtracted from the refund amount.

5) Postponement of a Lesson by the Driving Instructor
a) If by reason of a vehicle failure or other emergency a lesson has to be postponed at short notice, an alternative appointment will be made with mutual consent. If the postponement is a driving test, the instructor will be responsible for the test fee if it cannot be cancelled within the required time where the instructor cannot make alternative arrangements (regardless of the client's continuation of lessons with the instructor. Clients will appreciate that it may not always be possible to notify cancellation if a breakdown occurs on the way to a lesson.
b) Driving tests take priority over lessons, therefore, pre-booked lessons may have to be cancelled or postponed if the instructor receives short notice of a driving test appointment.
c) Except as provided for in a) above, the driving instructor will give notice of rearrangement or postponement of a lesson within the same time limit as the instructor imposes upon a client postponing or cancelling a lesson.
d) If by reason of vehicle failure or other emergency the driving instructor or vehicle are unavailable for the driving test, the instructor will endeavour to provide another suitable vehicle for the client to use for the driving test or ask another approved driving instructor colleague to provide use of their vehicle for the test. The driving instructor will not refund the test fee where suitable arrangements have been made and the client refuses the alternative.
e) The driving instructor cannot be held responsible if the pupil fails the driving test where replacement was provided.

6) Postponement or Cancellation of Lessons by Clients
a) **At least 48 hours clear notice of postponement or cancellation of a lesson is required. Please note that late cancellations will be charged for the full price of the lesson originally booked.**
b) Notice to the instructor (in writing, by telephone, e-mail or by text) shall be deemed to have been served on the day that the communication is received at the instructor's premises, where it will be timed and recorded.
c Refunds will not be given on lessons already taken or if cancelled inside the 48 hour notice period. Refunds for block bookings where some lessons have been taken will be refunded at the next cheapest block booking price based on the remaining balance of hours. Single lessons which were paid for at a discount price will be charged at the original full price and deducted from the remaining refund.

7) Postponement or Cancellation of a Test (Theory or Practical)
a) The attention of clients is drawn to the fact that a statutory period of notice is required under government regulations for the cancellation or postponement of a test.
b) If possible, the client will be advised in good time of the advisability of cancelling their test. The instructor cannot be responsible for the loss of the test fee if the client fails to immediately notify the test booking office. The address and telephone number are given on the test appointment document.
c) THE INSTRUCTOR CANNOT BE HELD RESPONSIBLE FOR ANY POSTPONEMENT OR CANCELLATION OF A TEST BY THE TESTING AUTHORITY - AT WHATEVER NOTICE.
d) Clients should note that where lessons or tuition vehicle hire are cancelled at short notice, because of a cancellation by the testing authority, fees are still payable. It may be possible for clients to claim lost fees from the testing authority and your instructor will be able to advise you how to do this.

8) Instructor Guarantee
a) The instructor guarantees that only legally authorised instructors will give tuition.
b) Instructors' official authorising documents will be displayed on the windscreen of the car, and may be inspected freely at any time.
c) Clients may be accompanied on their lesson by senior examiner, whose job is to ensure that the tuition given meets the required standard. This is a legal requirement and is in the public interest.
d) The driving instructor will at all times behave in a professional manner.

9) The Driving Test
a) Your instructor will advise the appropriate time to make an application for both the theory and practical driving tests. The advice will be based on the client's progress to date. It does NOT imply that the necessary standard has been reached, or that it will for certain be reached by the appointed test date, the instructor will not hesitate to advise, where necessary, the postponement of the test. This condition is intended to save the client expense, unnecessary failure, and the consequent delay in waiting for another test and obtaining a full licence.
b) The instructor reserves the right to withhold the use of the training vehicle for the test or a lesson, if in the opinion of the instructor the client is:
i) Not at driving test pass standard.
ii) Medically unfit (including eyesight).
iii) Under the influence of drugs or alcohol.
iv) Is not properly licenced to drive.
v) Consistently fails to keep, or is late for appointments.
vi) Falls into arrears over payment.
vii) If, for any other reason, the instructor considers the client will be unsafe to handle a motor vehicle.
c) Clients may be accompanied on their test by a senior examiner, whose job is to ensure that official standards of testing are observed by examiners. This is a legal requirement and is in the public interest.
d) You are reminded that when you attend for your theory or practical test, you MUST take the required documents with you; your instructor will advise you. Failure to comply with this regulation may result in your test being cancelled; you will forfeit your test fee and have to apply for a new test date and pay the fee again.
e) In the event of the test appointment being sent to the client, they are required to notify the instructor as soon as possible, of the date and time of the test and show the confirmation to their instructor on their next lesson. The instructor cannot accept any responsibility for booking an incorrect time or date for a test unless the appointment confirmation is produced. If the appointment is sent to the instructor, then an undertaking is given, to show the client the confirmation on their next lesson or notify them as soon as possible.
f) Clients should notify the instructor immediately if the testing authority contact them to alter the date or time of a practical test, if the client fails to do this, the instructor shall have no liability for any fees lost.

10) Lessons in Own Car
a) Lessons may be given in a client's own car if the instructor is willing to do so, on condition that it is clearly understood:
i) The car is fully insured for teaching for reward - and this must be confirmed, in writing, by the vehicle underwriters.
ii) The instructor is covered by such insurance to drive the car - to be confirmed as above.
iii) The car is fully roadworthy. The driving instructor will carry out a visual check of the vehicle, if the car has any defect that the driving instructor deems to be unsafe the lesson will not go ahead and the client will still be liable for the full lesson fee.
iv) The client is fully responsible for ensuring the car has vehicle tax, MOT and any other documentation is fully up to date.
v) The instructor can in no way be held liable for any damage or accident. While the instructor will make every effort to prevent the client having an accident, or damaging the car, it will be realised that their control is very limited. If clients wish to have lessons in their own car, then a second rear view mirror must be provided for the instructor. In view of the extra responsibility entailed, there will normally be no reduction in lesson charge.

11) Insurance
a) The Driving School car is fully insured for tuition and driving tests, the insurer's name is: KGM
(The certificate of insurance is available for inspection)
b) No liability of any kind can be accepted by the instructor for the loss of, or damage to any property belonging to, or in the possession of the client.

12) Client conduct a) Clients must at all times behave appropriately towards the driving instructor examiners and members of the public. This driving school has a zero-tolerance policy on any form of threating behaviour or violence, where this occurs the lesson and all future appointments will be terminated.

13) Legal Liability

a) Clients should be aware that their instructor's primary objective is to promote road safety, and in doing so, he will have to issue instructions which clients must be prepared to carry out without undue argument.
b) The instructor will make every effort to train you to the highest standard, but can in no way be held liable for any errors you commit whilst driving and not accompanied by your instructor either before or after a test pass.
c) During an official driving test, the client is in charge of the vehicle and is liable for any fines or charges levied as a result of any motoring offence committed

14) Complaints

a) If you are unhappy with any aspect of your tuition you should notify the instructor without delay, and not later than seven days from the date on which the cause of the complaint arose. Every effort will be made by the instructor to satisfactorily deal with the complaint, these "Terms of Business" and the "Code of Practice for Approved Driving Instructors" forming the basis for negotiations.
b) Should any dispute be unresolved mutually, then the client has the right to refer the matter to the Motor Schools Association of Great Britain Ltd, 101 Wellington Road North, Stockport, Cheshire SK4 2LP

15) General Data Protection Regulation (GDPR)

a) It is necessary for this driving school to hold data about clients to ensure that the clients are legally and medically entitled to drive, to take driving lessons and to take tests for a specific class of vehicle, and to retain specific information for Tax purposes.
b) The processing of personal information to enable us to provide education and training to our customers and clients; to promote our services, to maintain our own accounts and records and to support and manage our clients.
c) The information this driving school holds may include, but is not limited to: Name; Address; Date of Birth; Email address; Phone numbers; Driving Licence Number; National Insurance Number; Medical Declaration Information, Dashcam recordings, either visual or audio or both from within the vehicle and outside the vehicle.
d) The driving school will only use this information to ensure that the client is legally entitled to drive a specific class of vehicle, to ensure that they will be covered by the required insurance to drive a specific class of vehicle. To book or assist you to book driving tests (theory or practical) for a specific class of vehicle.
e) The dashcam footage is used as precautionary measure for your own personal training development, or for potential evidence in the event of a legal matter, e.g. Road Traffic Collision or allegation of a driving offence.
f) We sometimes need to share personal information with the individual themselves and with other organisations. Where this is necessary, we are required to comply with all aspects of the Data Protection Act.
g) Payment processing is conducted via secure banking or on a mobile secure terminal or secure link. In this case, any receipts are kept solely for the purposes of Inland Revenue auditing and are kept secure.
h) Individuals have a right under the GDPR to have a copy of the information held about them. This is known as the right of subject access. If a subject access request is received, it must be dealt with promptly and in any case within 40 days of the date of receiving it. The individual will be sent a copy of the personal information that is held on them. The Driving School will provide information free of charge.

16)Fees etc.

Please refer to the prices page on www.alechatwooddriving.co.uk/driving-lesson-prices for the full price tariff.
Pass Plus – a six module positive driving course which may reward you with insurance
premium discounts with certain insurance providers.
All fees are subject to adjustment from time to time.
Lessons normally start from:
a) The client's home or a place agreed by mutual arrangement
In their own interest clients are advised to be punctual for appointments. The instructor will wait at least 15 minutes. A reciprocal waiting time may become necessary for the arrival of the instructor who may be delayed due to some unforeseen circumstance. The lesson will commence from the appointed time or the time of the instructor's arrival if that should be later.

If a client objects to these terms of business please inform the instructor at least 48 hours before any appointments so that the appointment can be cancelled.

Name_____

Address_____

Licence No._____

Declaration: I have received a copy of the Terms of Business and agree, in partnership with my instructor, to be bound by the terms contained in them.

Signiture_____

Day	Date	Time	Hours	Payment Taken	Balance Hours	Hours Remaining	Pupil Initials

Day	Date	Time	Hours	Payment Taken	Balance Hours	Hours Remaining	Pupil Initials