

### **Nicky's Driving School Terms and Conditions**

The following terms and conditions represent the basis upon which I offer driving lessons and courses to you (the student).

#### 1. General conduct.

I will be courteous, polite, tidy, and punctual. I will always behave in a professional and ethical manner. My training car will be well maintained, clean and tidy (weather permitting). My car is fitted with dual controls and is fully insured for driving tuition purpose. I will not smoke in the training car at any time, nor will I use your lesson time for any other form of business, personal or otherwise.

You the student, will be punctual and behave in a polite manner.

#### 2. Qualifications

I am legally authorised to give driving tuition in the UK by the Driver Vehicle Standards Agency (DVSA)

### 3. Driving Licence and eyesight

As required by law, you must hold a current, valid driving licence (provisional or full) which must be produced on or in advance of your first driving lesson. You must also check you can read a number plate at 20.5 metres (ie. 67 feet – about 5 car lengths), either with the use of prescribed visual aids or normally. Please note if you require glasses or contact lenses to view this you must wear them for every lesson.

## 4. Safety, Comfort and Wellbeing

Safety is a shared responsibility. In the interests of comfort and safety you are advised to wear suitable footwear and clothing. It is important that you always act responsibly and give your undivided attention to the driving task at hand. Should anything be distracting you during your lesson it important that you make me aware of this fact even if it something I am doing. Similarly, if you are feeling uncomfortable or uneasy about any driving task, please let me know.

In an emergency it is important that you follow my instructions and allow me to take control of the vehicle, if necessary to avoid an incident. I may also need to make use of the dual controls (ie. Brake and clutch pedals) and override your use of them. As soon as it is safe to do so I will advise why my actions were necessary.

I will do my best to deliver any instructions or take any actions in a calm and measured manner so as not to alarm you or make you feel uncomfortable.

You must advise me of any medication you may be taking which may impede your ability to drive safely.

If I feel it is apparent you are unable to concentrate, due to illness, tiredness etc I reserve the right to terminate or adapt the lesson.

### 5. Driving Under the Influence

To ensure the safety of you and other road users I reserve the right to cancel your lesson if I believe you are under the influence of drugs, or alcohol (prescribed or otherwise). If this does occur the full fee for the lesson will be lost.

## 6. Lesson Postponement

You may lose or be required to pay for any weekly lessons booked in my diary which are postponed or cancelled by you with less than 48 hours notice, especially if I am unable to book replacement work for those times. I reserve the right to postpone your lessons if I consider the weather or road conditions to be unsuitable or dangerous. I am not responsible for any costs incurred because of me having to postpone your lesson.

## 7. Punctuality

You should be punctual for all your lessons. I will wait up to a maximum of 15 minutes from start of lesson before the lesson will be abandoned and forfeited for a no show. If for any reason I am late to your lesson, the time will be added onto the end of your lesson or made up on a further appointment.

### 8. Payments

You are required to make payment for your driving lessons a minimum of 48 hours prior.

Should you book a block of lessons, then decide to cancel, the block payment is non-refundable due to time I have taken out of my diary. A binding agreement is in place once you make your payment.

# 9. The Driving Test

Your driving test will be booked by me. Driving test bookings always take priority over other lessons, therefore your lesson may be postponed allowing for someone else's driving test, and vice-versa. If your lesson needs to be changed due to someone else's tests you will be advised asap.

In the interests of customer and public safety I reserve the right to withhold use of my vehicle for your test, if in my opinion you are not ready for your test and your behaviour on a test could be deemed dangerous and result in a test fail.

Three clear working days (Sundays and Public Holidays do not count) notice of test cancellation or postponement is required by the DVSA. Therefore, to cancel a test booked for a Friday you need to do this online no later than the preceding Monday. Failure to provide the required notice will result in a loss of your fee. If your test is cancelled by the DVSA, your test fee will still be due to me, and you must claim the cost back directly from DVSA.

### 10. Accidents

I will make every effort to avoid you breaking the law or committing any traffic offence. I will take every reasonable precaution to prevent this. However, any fines or penalties remain the sole responsibility of you the driver. It is an offence on my pat if I fail to give your details to the Police when asked to provide information on who was driving at the time of an offence.

SIGNED:	
Student:	
Parent/Guardian:	
Date:	