

# Terms & Conditions

All lessons booked between the instructor and the learner constitutes an agreement. Driving lessons will be conducted in the learner vehicle supplied by Sue D'Vaz (Instructor) from Learning to Drive with Sue who is a qualified DVSA approved driving instructor and has signed up to the DVSA code of practise (COP) and continued professional development (CPD). The Instructor's ADI badge will be displayed in the front windscreen at all times when tuition is being carried out.

## Prices and Payments

Unless agreed by the instructor, payment(s) for driving lessons must be paid 7 days prior to the lesson through either bank transfer or if paying by cash at the start of the lesson (subject to prior agreement from the instructor).

Lessons are charged at the instructor's advertised rate and can be found at [www.learningtodrivewithsue.co.uk](http://www.learningtodrivewithsue.co.uk) At times it may be necessary for the instructor to increase prices, learners will be given at least 1 weeks' notice, any prepaid lesson prior to the date of the increase will be honoured at the previous rate.

All lessons must be used within 6 months from first payment. Any unused lessons will be lost and no refunds made. (The instructor at her discretion may refund payments on unused lessons for which a £25 handling fee will apply, lessons already taken will be charged at the full rate at the time of the refund).

## Driving Licence

The learner must hold a current, valid driving licence, provisional, full or international. The driving instructor will carry out a licence check on the learner using the government website. The licence must be shown to the instructor for validation at the start of the first lesson.

The learner must inform the instructor if there is any reason why they cannot drive safely or legally. This includes the loss of their driving licence, and also includes but not limited to, being under the influence of drink or drugs, including prescribed medication that may affect their ability to drive.

The learner must ensure they are medically fit to drive. If they have any medical condition and are not sure if their ability to drive is affected, they can check here. Check if a health condition affects your driving – GOV.UK([www.gov.uk/health-conditions-and-driving](http://www.gov.uk/health-conditions-and-driving)) But also speak with their doctor and the DVLA to report any notifiable medical condition.

The learner must be able to read a number plate from a distance of 20.5 metres.

## **Cancelling your lesson**

48 hours' notice must be given before the start of your lesson in order to avoid being charged the full lesson fee, unless a doctor's certificate is produced.

The instructor may cancel the lesson if the learner is unfit to drive due to alcohol, drugs legal or illegal or any other condition which may affect their driving, or that of other road users which deem him/her to be unsafe to drive. In such circumstances the lesson fee will be chargeable.

If the instructor feels the learner's behaviour or attitude whilst driving is threatening, dangerous, or compromises safety, the instructor reserves the right to cancel the lesson in progress and any future lessons. The learner will not receive any refund for that lesson. Any monies paid for future lessons will be refunded.

If the learner has paid for a block booking and wishes to discontinue lessons for any reason, the instructor will refund the remaining hours at the hourly rate.

Refunds will only be made to the account /person who made the original payment.

The instructor reserves the right to postpone lessons in the event of dangerous /adverse weather conditions, mechanical breakdown or through illness. In the event of postponement, fees already paid will be carried forward.

## **Driving Tests**

Contact your driving instructor before booking your practical driving test to ensure that she confirms you are test ready.

The instructor reserves the right to withdraw their vehicle for test without notice if they deem the learner not to be test standard ready or

- (a) accepts a test outside of the local area (Shrewsbury) and will not amend it to the local area when requested by their instructor.
- (b) Hasn't informed the instructor when their test is and the instructor is unavailable on the day and or time of the test.
- (c) Not moved their test when advised to by the instructor.

If the learner wishes to use their own vehicle for tuition, the learner will be responsible for ensuring that the vehicle is insured for training and or test purpose, has a valid MOT certificate, and is roadworthy. The learner is responsible for all running costs incurred i.e., fuel, maintenance etc. there will be no reduction in lesson fees.

While every effort will be made to ensure the instructor's vehicle is fully roadworthy and complies with all legal requirements at the start of the test, the instructor cannot be held responsible for any mechanical or electrical failure that may occur during the test and is therefore not responsible for consequential loss.

Your driving instructor cannot be held responsible for test appointment cancelled at short notice (within 7 day of your test) by the DVSA due to bad weather, sickness, staff shortage

or other reasons which is beyond the control of the instructor. In such circumstances the lesson fee and use of the instructor's vehicle for the booked period will be charged. Your instructor will advise you about claiming compensation from the DVSA.

### **The Law**

The instructor will make every effort to avoid the learner from breaking the law or committing any traffic offence, the learner will be under close supervision by the instructor during lessons, the instructor may use controls such as speed limiters, verbal and or physical controls such as giving verbal instruction, taking the steering wheel or using dual control pedals where necessary to avoid dangerous situations or accident(s). However, the instructor cannot accept any responsibility if the learner breaks the law – this includes speeding, traffic offences, regulations, or laws that the learner could break whilst driving. Any fines or penalties are legally the sole responsibility of the driver. It is an offence on the instructor's part if they fail to give the driver's details to the police when asked to provide information as to who was driving at the time of the offence.

### **Money refund**

Any complaints should be made at the end of your lesson to the instructor and will not be accepted once you have paid and left the vehicle.

You can not claim for any refund from any other person or organisation other than from the driving instructor.

The Terms and Conditions stated below are to avoid misunderstanding and do not affect your statutory rights as a consumer.