



Terms and conditions for driving lessons provided by

**Darius' Driving School Falkirk.**

**Introduction:** The following terms and conditions represent the basis upon which driving lessons and courses are offered to you by Darius' Driving School.

**Definitions:**

'you' and 'pupil(s)' means the person taking the course, ie you.

'we', 'us' and 'your instructor' means Darius' Driving School.

**1. General conduct**

Your instructor is bound by the DVSA code of conduct. He will be courteous, polite, tidy and punctual. He will also behave in a professional and ethical manner at all times. Your instructor's car will be well maintained, clean and tidy. The car is fitted with dual-controls.

**2. Qualifications**

Your instructor is licensed by the Driver and Vehicle Standards Agency (DVSA) to give driving tuition. He also has a current CRB.

**3. Driving license, eyesight and health**

You must be of legal age to drive and produce a valid UK/Northern Ireland provisional Category B driving licence. In Great Britain, both the photocard (or old style paper licence) and a check code to verify the licence online must be produced.

For motorway, Pass Plus or refresher lessons a full valid licence and check code must be produced.

You must meet the minimum eye test requirements, which means you must be able to read a standard UK approved number plate at a minimum distance of 20 metres (67 feet).

If you need to wear glasses or contact lenses in order to meet this requirement then by law you must wear them whenever you drive.

Pupils are reminded of the laws regarding alcohol and drugs, and should present themselves for a lesson in a fit state to drive. We reserve the right to cancel the lesson if we think the pupils judgement is impaired. In this instance, the full lesson fee will be payable.

**4. Payments and cancellation**

We will do everything possible to ensure that your lessons start and finish on time, but we reserve the right to cancel, postpone or change lesson lengths and start/finish times under certain circumstances (e.g., dangerous weather conditions, traffic disruption). In the event of postponement any fees paid in advance will be carried forward.

First lesson /checking lesson/ must be paid min 1 week before the date. Next prepayment covers min 4 consecutive lessons or all agreed lessons under 5.

Learner can cancel his lesson min 24 hours before the lesson date without charging. Less than the 24hours he will be charged for lesson.

In justified events - illness, accident once is allowed to waive payment for lessons.

We will cancel a lesson if it is suspected that the pupil may be unfit due to the effects of alcohol, drugs (prescribed or otherwise) or any other factor that would cause his/her driving to be dangerous or illegal. In such circumstances the full lesson fee will be payable.

Block bookings and gift vouchers are valid for a period of six months. After that time, any lessons not taken will be refunded with block booking discount not included.

#### **4 (a) Weekly driving lessons**

Tuition fees are payable in advance or before the lesson commences.

Minimum payment – 5 hours advance minimum 3 days before first lesson.

The fixed amount per hour of driving is valid for 6 months from the first lesson. After that, a new amount or continuation of the existing rate for another 6 months may be proposed.

Payment can be made by cash or bank transfer.

If you need to cancel a lesson at least 25 hours notice is required. If less than 48 hours notice is given for whatever reason – including sickness – you may be charged for the missed lesson.

#### **4 (b) Intensive courses**

Full payment for intensive courses must be paid two weeks prior to the commencement date of the course.

If you cancel the course due to unforeseeable circumstances we will not be able to refund the cost of the course. We will, however, make every effort to reschedule the course but if this cannot be done within six months, the course will be cancelled and the cost of the course as well as the tuition hours will be forfeit and no refund will be given.

If you fall ill during the course (or cannot complete the course for any other reason) the course fee will be forfeit and your driving test will be cancelled.

Whilst every effort is made to get the pupil to the required level to take the driving test, if the pupil's standard of driving falls below the required standard the pupil will not be allowed to take the test to protect the health and safety of the pupil, examiner and general public. The instructor's decision in these matters is final. No refund will be made in these circumstances. If the test has to be cancelled at short notice and the test fee cannot be recovered from the DVSA, the pupil will have to pay for any rearranged test.

### **5. Damage to the vehicle**

During lessons, your instructor will make every effort to avoid damage to the car but during driving tests the examiner will not prevent you 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.

### **6. Driving Tests**

#### **6 (a) Bookings**

Driving tests can be booked by you or by your instructor. Driving test bookings always take priority over other lessons. Therefore, your lesson may be postponed to allow for someone else's driving test

and vice-versa. Changes to lesson bookings as a result of this will be notified immediately. Test appointments must be notified to your instructor as soon as they are known, otherwise he cannot guarantee to provide a vehicle for the test.

### **6 (b) Use of Vehicle**

Your driving instructor will ensure the test vehicle is fully roadworthy and complies with the legal requirements for taking driving tests. However, the instructor cannot be held responsible for vehicle failures that may occur during the test and is not liable for consequential loss.

In the interests of customer and public safety your instructor reserves the right to withhold the use of a car for the test if, in their opinion, your driving is not up to test standard.

There is a minimum two hour charge for the use of our car during the test.

The minimum number of hours after which the vehicle will be provided for a practical test is 10 /5 lessons/;

- the condition for making the vehicle available is passing the 45-minute MOCK test /a/ no more than 14 minor errors, b/ minor errors can not be repeated more than 4x; no serious and dangerous faults/.
- Lack of driving the minimum number of hours and failed MOCK test - The vehicle will not be made available to the student during his practical test and will be branded with the instructor's card.

We do allow driving lessons to be conducted in the learners own car if required although the learner must be of a particular level of driving experience, the car must be fully insured, taxed and if appropriate have a valid MOT. These documents may be required to be shown to the driving instructor before the lesson commences.

### **6 (c) Test cancellation**

Your instructor cannot be held responsible for any postponement or cancellation of tests by the DVSA. In that event, the two hour fee for hiring the car for the test is still payable. However, he or she will do all that is possible to arrange another test as quickly as possible and to help you to reclaim expenses from the DVSA.

### **7. Punctuality**

The minimum lesson period is one hour only in agreed cases. One lesson lasts 2 clock hours. Lessons can be 1.5 hours, but this requires an agreement with the instructor and a change in pay rate. If, for any reason, your instructor is late for the lesson he will make every effort to inform you of the estimated time of arrival. If the delay is greater than 5 minutes this time will be credited and when possible the lesson will be extended by the time due – if this is not possible the extra time will be carried forward to the next suitable lesson or the payment due for the lesson may be reduced accordingly. If you are late for your lesson, then that time will be lost.

### **8. Learner comfort & safety**

In the interests of comfort and safety learners are advised to wear suitable footwear and clothing which does not restrict movement.

Learners must also take note of any medication they are taking that may affect their ability to drive safely and advise their instructor accordingly before taking any lesson booked.

### **9. Complaints procedure –**

We place a real emphasis on communication and there's always a way to get in touch with us, should you need any help or advice.

But in the unlikely event you feel things aren't going as well as you would like, please follow the complaints procedure detailed below.

Should you have a complaint regarding your driving instructor you should, where possible, direct your complaint(s) to them in the first instance.

Should you not receive satisfaction, or if you feel that the relationship has broken down to a position where you feel you cannot discuss matters with the instructor, please contact:

Darius Chycko

Owner

Darius' Driving School

154 Glasgow Rd

Falkirk

FK14JA

07471269414

ddsmydriving@gmail.com

Signed:

PRINT NAME:

Date:

Darius Chycko