



TERMS AND CONDITIONS OF BUSINESS

1) Lesson Appointment Card

- a) A lesson appointment card will be issued either before, or on the first lesson. Clients are advised to carry the card so that at the end of a lesson the next appointment/s can be entered.

2) Driving Licence

- a) Clients **MUST** personally ensure that they are the holders of a valid, signed, current driving licence - which must be produced at the first lesson, and will be regularly checked by their driving instructor.
- b) Clients **MUST** inform their driving instructor if they receive any endorsements on their licence during the time they are receiving tuition.
- c) Clients **MUST** inform their driving instructor of any disabilities they have that might affect their ability to drive.

3) Driving Tuition

Lessons normally start from the client's home, college or a place agreed by mutual arrangement

- a) In their own interest clients are advised to be punctual for appointments. The instructor will wait for up to 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.
- b) The instructor reserves the right to withhold the use of the training vehicle for a lesson, if in the opinion of the instructor the client is:
 - a. Medically unfit (including eyesight).
 - b. Under the influence of drugs or alcohol.
 - c. Is not properly licensed to drive.
 - d. Consistently fails to keep, or is late for appointments.
 - e. Falls into arrears over payment.
 - f. If, for any other reason, the instructor considers the client will be unsafe to handle a motor vehicle.

4) Client 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.

5) Tuition Fees

- a) Tuition fees are as stated and are payable in advance. All accounts must be cleared before taking the practical driving test.
- b) Block booking payments are valid for three calendar months from the date of payment.
- c) Promotional payment validity will be advertised within the promotion details.

JANUARY 2017

6) Postponement of a Lesson by the Driving Instructor

- a) If, due to a vehicle failure or other emergency a lesson must 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, regardless of the client's continuation of lessons with the instructor.
- 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 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.

7) Postponement or Cancellation of Lessons by Clients

- a) At least 24 hours' notice of postponement or cancellation of a lesson is required. Please note that Sundays and public holidays are not counted as working days. Late cancellations may be charged for at the published rate.
- b) Notice to the instructor (in writing, or by telephone) 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.

8) Postponement or Cancellation of a Test

- a) THE INSTRUCTOR CANNOT BE HELD RESPONSIBLE FOR ANY POSTPONEMENT OR CANCELLATION OF A TEST BY THE TESTING AUTHORITY - AT WHATEVER NOTICE.
- b) 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.

9) 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.

10) 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 tuition vehicle for test purposes.

11) Insurance

- a) School cars are fully insured for tuition and driving tests.
- 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) Legal Liability

- a) Clients should be aware that their instructor’s primary objective is to promote road safety, and in doing so, 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.

13) 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.

Signed

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For and on behalf of Freelance School of Motoring (FSM Driving)

Signed

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Pupil/Client (on behalf of a pupil under 18 years of age)

Date.....