

# New Student

## TERMS & CONDITIONS

Your instructor is approved by the Driver and Vehicle Standards Agency (DVSA). As a professional, your instructor follows the strict code of practice included within this leaflet.

Learning to drive is an altogether safer, quicker and more relaxed experience if it is done under the guidance of a professional instructor in a car specially equipped for the purpose.

In order that your instructor may help you to achieve your goal, **it is important that you attend** your lessons on a regular basis. Missed lessons can result in your standards slipping, resulting in you requiring more tuition, which ultimately costs you more. It is therefore not in your interest to miss any lessons unless absolutely unavoidable.

### Legal requirements and responsibilities

You must hold a current provisional driving licence, which should be produced for inspection on the first lesson. If a photo card licence both the card and the paper element must be produced when required. You must be able to read a number plate from a distance of 20 metres. Corrective lenses must be worn if required. If your instructor suspects that you are under the influence of drink or drugs you will be refused permission to drive and you will be charged for the lesson.

### Client well-being

In the interest of comfort and safety, you are advised to wear suitable footwear and comfortable clothing which does not restrict movement. Please ask your instructor for any advice you may require.

### Continuity of instruction

Experience shows that continuity of instruction is an important factor in giving pupils confidence to achieve proficiency.

### Legal liability

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 unaccompanied; either before, during or after a successful practical driving test pass. You may be accompanied on your lesson (or driving test) by a supervising examiner, whose job it is to ensure that the tuition given (or instructor) meets the required standard. This is a legal requirement and in the public interest.

### Tuition fees

**Fees are per lesson (payable in advance).** You may pay by cash or bank transfer directly to your driving instructor. All accounts must be cleared before proceeding on an official driving test. Increases in the price of lessons will be notified well in advance of any changes.

### Your Driving Test

Please note that no two students are alike, each will have individual limitations and levels of progress. Your instructor will advise you when you are ready to apply for your driving test and that advice is given on the understanding that you should continue with your lessons up to your test date. The advice will be based on your 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. Failure to continue with regular lessons may result in you failing to reach the required standard.

You must be able to drive consistently well, with confidence and without help or guidance from your instructor. **If you can't, you are not ready for the test.** Waiting until you are ready will save you time and money.

### Pupils' personal property

The instructor takes no responsibility for loss of, or damage to, pupils' property in the tuition vehicle.

### Cars

All the tuition cars are fitted with dual controls to ensure maximum safety and to give confidence in the early stages of learning. The cars are regularly serviced and are maintained at high mechanical standards.

### Insurance cover

Both pupils and instructors are covered by comprehensive insurance during driving lessons.

### Vehicle checks

Before the start of your test your instructor will go over the 'Tell Me & Show Me' questions. This will ensure that all lights are working and no warning lights are illuminated on the display panel, a visual check of the tyres will also be made. In the event that, at the beginning, a faulty bulb is found the instructor will endeavour to replace the faulty bulb. If the examiner terminates the test at this point the instructor cannot be held responsible.

### Passengers

Passengers may be carried only at the discretion of the instructor.

### Pupils own cars

Lessons in a pupil's own car will be given only when there is an insurance policy in force covering use for driving instruction and if the car has a handbrake within reach of the instructor. The instructor's prior consent must be sought and there is no reduction in fees for lessons in a pupil's own car.

### Beware

Once you have passed your test, you are on probation for two years. If you get six or more penalty points on your licence, you will lose your licence. You will have to re-apply for a provisional licence and re-take (and pass) all the tests again.

### Security

For the safety of all pupils, UPWUS instructors are checked by the Disclosure and Barring Service (DBS).

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## Complaints

The instructor's official authorising document (licence) will be displayed on the windscreen of the car and may be inspected freely at any time.

If you are unhappy with any aspect of your tuition you should notify the school without delay and no later than seven days from the date on which the cause of complaint arose.

Every effort will be made by the school to satisfactorily deal with the complaint.

## The Data Protection Act

Under the terms of the Data Protection Act 2018, we have a legal duty to protect any information we collect from you. It will not be disclosed to any third party unless you give explicit permission, or there is a legal obligation to do so.

## CANCELLATIONS

### By the driving school

Driving tests take priority over lessons; therefore, booked lessons may have to be postponed if the instructor receives short notice of a driving test. If a lesson has to be cancelled due to a vehicle breakdown or other emergency, an alternative appointment will be made with mutual consent. If such a cancellation involves the loss of a driving test the instructor shall be responsible for the re-booking fee. **Please note:** that it may not always be possible to notify cancellation if a breakdown occurs on the way to a lesson.

### By the client

To cancel or postpone a lesson  
you **MUST** give the instructor **AT  
LEAST 48 hours notice** or you may  
incur costs

The DVSA require 3 working days notice for the postponement or cancellation of a theory or practical driving test. If circumstances arise that a change of instructor becomes necessary, the client shall have the right to decline and/or discontinue lessons, and a full refund of any unused fees paid in advance.

### By the DVSA

If lessons or tuition vehicle hire are cancelled at short notice because a test is cancelled by the DVSA, fees are still payable. The instructor cannot be held responsible for any cancellation or postponement of a driving test imposed by the DVSA.

### Lessons cancelled by the instructor

The instructor reserves the right to postpone lessons when conditions are considered unsuitable or dangerous, but in such cases no fees shall be charged and fees already paid will be carried forward.

### Tests cancelled by the Driver and Vehicle Standards Agency

The instructor accepts no responsibility for tests cancelled by the DVSA. In such cases, unless requisite notice of cancellation is received, or the car can be used by another pupil, the period booked must be paid for and a claim for an ex-gratia payment to defray expenses should be submitted to the DVSA.

## TARIFF

The duration of a normal lesson is approximately one and a half hours or more in duration. This can be changed by mutual agreement. Lessons will normally start from the client's home or other place again by mutual agreement. The driving school sets the cost of a lesson.

- Late cancellations may incur a cost payable to the instructor
- A missed lesson will incur costs payable to the instructor
- Theory Test fee is payable to the DVSA
- Normal Practical Driving Test fee is payable to the DVSA
- Lesson & car hire for the Practical Test is payable to the instructor
- Pass Plus courses are available, please ask your instructor for details
- Any price increase for lessons or DVSA tests: you will be given as much notice as is possible

I hereby sign to say I have read, and agree with the terms and conditions.

Name:

Date:

Signature: