

‘Terms and conditions’ document.

The following terms and conditions represent the basis upon which training is offered by Harriet Miller Driving Academy.

The provision of training is subject to the acceptance of these terms and conditions.

1. Driving licenses and fitness to drive:

You must hold a current, valid driving license, provisional, full or international, and produce it on (or in advance of) your first training session.

2. Fitness to drive

You must be fit to drive with regard to legal and medical requirements. It is *your* responsibility to ensure that you are fit to drive on each of your lessons or test. Sickness, tiredness, alcohol, illegal and prescribed drugs may affect your driving; any of these could put you and other

road users in serious danger. Please note that some over the counter drugs may affect levels of concentration; always read the instructions on the packet. If you are taking any drugs please check with your doctor or pharmacist to make sure they will not affect your driving.

If you have recently taken alcohol or drugs (legal or illegal) please inform your Driving Instructor. In the interests of public safety, we reserve the right to cancel your driving lesson or refuse the use of the school car for the driving test if there is any suspicion of impairment because of illness, drugs or alcohol.

You may face action from the Police or the Crown prosecution service if you choose to ignore the law with regarding fitness to drive.

3. Payments and Cancellation:

Tuition fees are normally payable in advance. Payment can be made by cash or cheque.

If either you or your instructor needs to cancel or re-arrange a lesson at least 48 hours notice will be required for single lessons of up to two hours duration. Longer lessons need a minimum of four days notice. Failure to give notice will result in a valid claim for an equivalent value in compensation (i.e., a cancellation fee will be charged or credited)

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

The instructor reserves the right to cancel a lesson at short notice if it is suspected that the pupil may be unfit due to the effects of alcohol, drugs (prescribed or otherwise) or any other condition that would cause his/her driving to be dangerous or illegal. In such circumstances the lesson fee will be payable.

4. Bookings and Lesson duration

Your instructor will endeavour to maintain regular lesson slots at the same time each week to ensure continuity of learning, however, this cannot always be guaranteed.

The minimum lesson period is one hour. If, for any reason, the instructor is late for the lesson he/she will make a concerted effort to inform the pupil of the estimated time of arrival. If the delay is greater than 15 minutes this time will be credited to the pupil 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.

5. Training Location:

All sessions will start and finish at the same location unless alternative arrangements are made in advance.

The instructor will determine a location for practical lessons which ensures both the pupils and public safety. This means that the instructor may need to drive the pupil to and from the lesson location; this journey time forms part of the lesson as paid for.

6. Training vehicles:

Training vehicles provided by the school are taxed, insured for the purposes of driving tuition, fully roadworthy and fitted with dual controls.

Pupils who require tuition in their own vehicle must supply evidence from their motor insurer that the car is covered for lessons when being supervised by a professional instructor in return for payment; the car must also be taxed and hold a current MOT certificate where appropriate.

7. Driving tests and bookings

Your instructor reserves the right to refuse use of a driving school vehicle for test if he/she considers that provision of a vehicle could cause a risk to public safety.

Where a school car is used for test, the booking period will be based upon the instructor's normal diary schedule. Depending on the time of the test this will require a minimum two hour booking and possibly longer.

While your instructor will make every effort to ensure that the vehicle supplied for test will be fully roadworthy and comply with all legal requirements at the start of the test, he/she cannot be held responsible for vehicle failure that occurs during the test and is not liable for consequential loss. Your instructor cannot be held responsible for test appointments cancelled by the DSA due to bad weather, sickness, staff shortages or other reasons. Such cancellations are beyond the control of your instructor and therefore the lesson fee and use of car fee for the booked period will be charged. Your instructor will advise about claiming compensation from the DSA.

8. Code of conduct

Your instructor agrees to abide by the conditions of the **Professional Code of Conduct** (a copy of which will be provided on request). In the unlikely event of complaint or dispute the guidelines of the Code of Conduct will be adhered to.

9. Your rights:

These conditions do not affect any protection that you have under consumer legislation. We reserve the right to change or alter any of the terms and conditions without notice, but will endeavour to inform pupils of any changes as soon as possible.

Acceptance:

I hereby confirm that I have read, understood and accept the terms outlined in this document.

Signed: Date:

On behalf of (if student is under 18)

Instructor's contact details:

Harriet Miller Driving Academy

07967 580 097

Email to be confirmed