Provision of training is subject to acceptance of these terms and conditions. They are here to make arrangements between us as clear as possible and avoid misunderstandings during the time you are learning to drive with me. They may be varied from time to time - the latest version is shown here.

Your instructor

Lessons are with Leigh Bliss, DVSA ADI (Car) Registration No 271107, a sole trader, operating as Open Road Driver Training. Contact: <u>leigh@openroaddrivertraining.co.uk</u> or call 07787 515559.

Address: 39 Greenhills Park, Bloxham, Banbury, OX15 4TA

The certificate allowing me to teach for money or reward is displayed in my car windscreen at all times and I've signed up to the <u>DVSA Voluntary Code of Practice</u>.

Driving Licence

You must hold a current, valid UK driving licence, provisional or full, or an international licence if applicable, entitling you to drive a car (Category B), before your first lesson. You will be asked to share it with me electronically using the secure Send a Document facility on the web portal in advance for verification, and you should bring it to your first lesson.

Eyesight and Health for Driving

It is your responsibility to ensure that your eyesight and general health meet the guidelines set by the DVSA before starting lessons. Please visit an optician if you have any doubts about your sight. I will check that you can read a number plate from 20 metres at the first lesson. Government health guidance can be found here: <u>Health for Driving</u>

Lesson Prices and Duration

The current lesson rate is £35 for 1 hour, £50 for 1.5 hours, £70 for 2 hours. Rates are normally reviewed annually with changes coming into effect from 1st September, however I reserve the right to change prices at any time with 28 days' notice.

If prices increase, pre-paid lessons will be honoured at the original rate, and you may buy further lessons in advance if you wish, during the 28-day notice period, to minimise the effect of the increase.

Bookings, Reschedules, Cancellations

Individual lesson appointments may be changed or cancelled up to 24 hours in advance without penalty. Within 24 hours full fees are due.

For your convenience, 48 hours before each lesson you will receive a reminder of your upcoming appointment, by email and text. Until the 24-hour cut off you may cancel or reschedule online. After the cut off it will be necessary to contact me direct to make any changes.

Payments

Introductory First Lessons must be paid on booking to secure your place in my diary. Ongoing lesson fees are requested 24 hours in advance and must be paid not later than the start of your lesson. Where offered, any package deal must be paid in full on booking to secure any preferential terms.

Payments are preferred securely online by clicking through the appointment reminder, via the app/web portal, or by bank transfer to Mrs L Bliss 20-03-84 33719693. It is also possible to pay in car by card only. Cash is not accepted.

Pick-ups/Drop offs

I will pick you up from and drop you back at home at the end of each lesson, or wherever has been agreed in advance, prior to starting driving lessons with me.

If this needs to be changed for any reason for individual lessons, please let me know the day before, as it may affect my lesson planning for others. I will always try to be flexible, but a change of pick up/drop off cannot be guaranteed.

Running Late/No Shows

If I am going to be more than 5 minutes late, I will phone or text you to confirm the best course of action. Please do the same for me as a courtesy. If you are more than 15 minutes late and no contact has been made, I will leave the location and you will still be charged for the lesson.

If I am more than 15 minutes late, the rest of the lesson time will be given free of charge when I arrive. If possible, for both of us, the lesson may be extended beyond the allotted time to make up the full duration of the lesson booked.

Tests

Theory Tests – You are responsible for booking and managing your own theory test.

OPEN ROAD DRIVER TRAINING -TERMS AND CONDITIONS

Practical Driving Tests - You may book your own test; however, this is something I prefer to do for my students. Practical tests will be booked on payment of the DVSA examiner test fee, plus a fee for use of the tuition car and my time on the day – usually 2 hours. A suitable test will be booked in consultation with you, taking account of your current learning rate, expected lesson frequency and test centre waiting times.

This is an estimate of your test readiness only, taken in good faith. Fewer than expected lessons, or a variation in learning rate may affect your ability to take the scheduled test.

A mock test will be conducted 7-10 days before the driving test. Failure to take a mock or deficient performance during it, may result in a driving test being postponed until the required standard is reached. This is in the interests of road safety for all road users.

I cannot be held responsible for tests cancelled by the DVSA, as this is beyond my control. Where the DVSA cancels within my regular 24 hour cut off period, the booked lesson and fee for use of my car will still be charged, however compensation may be sought from the DVSA direct.

Tuition Car

My car is a Citroen C3. It is dual controlled, insured for driving tuition and tests, fully maintained and roadworthy. The vehicle is a no smoking environment in line with the law, as it is considered a workplace.

Mechanical Failure - If the car must be taken off road for maintenance or repair at any time, I will do my best to minimise disruption to your driving lessons. Cancelling lessons will be a last resort but cannot be ruled out. You will not be charged for cancelled lessons, however no other financial compensation will be due. If the car is expected to be off road for more than 7 days a temporary dual controlled vehicle will be provided of a suitable size for tuition, but it may be a different make and model, depending on availability of vehicles at the time.

Your own Car for Lessons - Should you require tuition in your own car, it must be insured for lessons when being supervised by a professional instructor in return for payment, and be fully roadworthy and legal.

Drink and Drugs

No lesson will be conducted should you appear to be under the influence of alcohol or drugs, including prescription drugs, at the start of a driving lesson. The fee for any lesson suspended or cancelled as a result of alcohol or drugs will not be refunded and you risk losing a place in the driving school diary for subsequent lessons.

Sat Nav on Loan

A sat nav may be borrowed to help you practice independent driving, using the same equipment as the examiners will use on your driving test. This is supplied free of charge but on the understanding that it is returned in good working condition not later than your driving test day. Should the sat nav or any of the accessories, be lost or not working on return, you will be liable for the replacement cost of a TomTom Start 52, or the latest equivalent available for purchase at the time.

Adverse Weather

When extreme adverse weather occurs, such as storms, dense fog, snow, and ice, it may be necessary to postpone lessons at short notice for your safety. In the event of postponement fees paid in advance will be carried forward.

COVID Safety Measures

This needs to be fluid, in line with government guidance.

Based on the latest government guidance, it is no longer necessary for you to wear a mask for your driving lessons or driving test however you may of course wear one if you prefer, given that we will be in close proximity, in a confined environment.

Testing positive for Covid-19 and self-isolation:

You must follow the rules based on government guidance at the time. Should this result in the need to cancel lessons any prepaid fees would be applied to your next lesson.

Your Rights

Complaints - In the first instance please discuss your concerns with me and I will do my best to make amends to your satisfaction. You may also email leigh@openroaddrivertraining.co.uk or write to Leigh Bliss, Open Road Driver Training, 39 Greenhills Park, Bloxham, OX15 4TA. If you are not satisfied with my response you may contact your local Citizens Advice Bureau for guidance in respect of my business dealings or if you are unhappy with my professional service, contact the ADI Registrar by emailing instructorconduct@dvsa.gov.uk

OPEN ROAD DRIVER TRAINING -TERMS AND CONDITIONS

The Law - The terms set out here are governed by the laws of England and Wales. Your protection under consumer rights laws will not be affected by anything stated here.