

#### **Terms and Conditions**

The Terms & Conditions under which driving instruction will be provided are outlined below. These Terms & Conditions are a contract between the student and Learn with Louise Driver Training.

- Learn with Louise Driver Training will inform the student of any amendments to these Terms
   & Conditions, at least 7 days prior to the amendment
- By accepting lessons with Learn with Louise Driver Training, the student agrees to the Terms
   & Conditions

## **Code of Practice**

- Your instructor will abide by a Professional Code of Conduct which can be read in full at https://www.gov.uk/adi-voluntary-code-of-practice
- Your instructor will provide a car which is legally roadworthy, taxed, insured and with a valid MOT, where required.
- Your training vehicle will be clean, tidy and fitted with dual controls.
- Your instructor will be courteous, polite and will not use improper language or suggestion.
- Your instructor will not make or receive calls or messages during your lesson unless in an emergency and when the car is stopped in a safe place.

## **Entitlement to Drive**

- The student must hold a current, valid driving licence that entitles them to drive in the UK.
- The student must satisfy the requirements of medical fitness to drive, including compliance with the regulations for eyesight, being able to read a number plate at a distance of 20.5 metres (67 feet) with glasses/contact lenses if normally worn. Where glasses or contact lenses are required in order to meet the eyesight requirement for driving, the student must ensure they are worn at all times when driving.
- The Driving Licence must be provided to the instructor at or before the first driving lesson and may be checked at any time by the instructor. The student must notify the instructor immediately of any points, endorsements, bans, convictions or restrictions that are applied to their licence.

### Fitness to Drive

• It is the student's responsibility to ensure that they are fit to drive. The student must notify their instructor as soon as possible of any medical condition, disability or injury that may affect their ability or entitlement to drive. The student must inform their instructor if they feel unwell before or during a lesson.

- The student must ensure that they do not drive whilst under the influence of alcohol (including the day after consuming alcohol which may result in still being over the legal drink drive limit), or drugs (some prescription and 'over the counter' medicines can cause drowsiness). The student should ensure that they do not arrange driving lessons at times when they are likely to be tired, stressed or otherwise distracted.
- The student must wear suitable footwear and clothing that does not restrict movement or affect their ability to drive safely in any way.

#### Student Behaviour

- Learn with Louise Driver Training will not tolerate any form of verbal or physical abuse, whether directed at the instructor, a driving examiner, or any other road user.
- The instructor reserves the right to terminate a lesson at any point if in their opinion it is not appropriate to continue due to the student's behaviour, sobriety or state of mind. In these circumstances the lesson fee will be lost.

#### Lesson Fees

- Up to date lesson fees can be viewed at learnwithlouisedrivertraining.co.uk. Any change in lesson fees will always be notified to students in advance.
- Special Offers are provided at the discretion of Learn with Louise Driver Training and can be changed or withdrawn at any time and without notice.
- Payments must be made in cash or by bank transfer
- Learn with Louise Driver Training does not provide credit facilities and driving lessons will only take place when payment is received.

# Change of Training Vehicle

- The vehicle in which your training is undertaken may change, this may be due to permanent change or temporary change due to mechanical breakdown or other problems.
- Learn with Louise Driver Training will not be held responsible for any lost fees if the student declines lessons in the replacement vehicle.

### Driving lesson cancellations by the Instructor

- Driving lessons may need to be cancelled at short notice due to adverse weather conditions,
  a fault with the instructor's car, the instructor being ill or some other emergency or
  unforeseen circumstances. Every effort will be made to notify the student as soon as
  possible.
- The instructor will rearrange any appointment to a time suitable for both parties.

### Driving lesson cancellations by the Student

- The student must give 24 hours notice when cancelling a driving lesson, otherwise the driving lesson will be charged in full.
- Lessons can be cancelled by contacting the instructor by telephone or email. All contact details will be provided during the first lesson.
- Where the student is, in the opinion of the instructor, not fit to drive through alcohol, drugs or any other condition, the driving lesson will be cancelled and the lesson fee charged in full.
- Where a student repeatedly cancels lessons, the instructor reserves the right to impose a longer period of notice required for the cancellation of lessons, insist on prepayment for all lessons or discontinue lessons with the student.

### **Appointment Times**

- It is the responsibility of the student to keep a record of all lesson dates and times to avoid missed appointments
- The instructor will wait 10 minutes at the agreed pickup point before deeming the driving lesson to have been cancelled without notice.
- The instructor will make every effort to be punctual, however this may be affected from time to time by traffic conditions, so the student is asked to allow a 10 minute waiting period also.
- The lesson will commence either at the appointed time, or where the instructor arrives late, the student will be offered a reduced lesson rate, or where possible, the same length of lesson originally booked, or additional time on a subsequent lesson.

# **Driving Tests**

- Driving Tests should not be booked without first checking availability of the instructor and training vehicle, and agreement being reached between the instructor and student regarding readiness for the Driving Test.
- No responsibility will be taken by Learn with Louise Driver Training for Driving Tests booked by the student when the instructor is not available.
- The training vehicle will be available to the student for test purposes at the same rate as a normal 1 hour driving lesson.
- Students must notify the instructor of the time, date and location of their Driving Test. No responsibility will be taken by Learn with Louise Driver Training for incorrect Driving Test information provided by the student.
- Students will only be allowed to use the training vehicle for a Driving Test if the instructor agrees that the student is at test standard. The instructor reserves the right to refuse the use of their car for the Driving Test if in their professional opinion the student has not reached a sufficient level of competence, to take full responsibility for the safety of the vehicle and other road users. Where possible, the instructor may recommend further lessons if there is time available before the Driving Test date, however if the standard required is still not met, the instructor reserves the right to refuse use of their car for test purposes.
- If the instructor refuses use of the training vehicle, they will not be responsible for the loss of any test fee already paid by the student.

- Where a Driving Test is cancelled by the DSA, whatever the reason (eg bad weather/examiner availability) the full fees due to the instructor for driving lessons and use of the car for the test are still payable unless cancelled with the normal 24 hours notice.
- When the DSA cancel a test at short notice, it is possible to claim back a proportion of driving lesson fees and other expenses from the DSA. This is the responsibility of the student.
- When the Driving Test is cancelled due to a fault with the instructor's car, illness of the
  instructor or any other reason that is the responsibility of the instructor, the student will be
  entitled to the cost of their next Driving Test to be paid by the instructor, unless the student
  is given sufficient notice to cancel or amend their Driving Test date without loss of the fee.
- The instructor will not be responsible for any additional lesson costs incurred whilst waiting for the next Driving Test date.
- When a Driving Test is cancelled because the student's documents are not in order, because
  the student is ill, the student has given incorrect test information or for any other reason
  that is the responsibility of the student, the instructor is not responsible for the loss of
  driving test fees. The fees due to the instructor for driving lessons and the use of the car for
  the Driving Test are still payable in full, unless cancelled in accordance with the normal
  period of notice.

#### Supervision

- For the purposes of assessing, maintaining or improving standards, it may be necessary for a
  Driving Examiner to observe the instructor giving a driving lesson. The instructor will gain
  permission from the student before the supervised driving lesson starts.
- Driving Examiners are periodically supervised conducting Driving Tests. This is a legal requirement.
- The student will be asked before their Driving Test starts if they would like their instructor to accompany them on the Driving Test. This is entirely the students choice.

# **Students Property**

- The student is responsible for any property they have with them during a driving lesson and should ensure that they do not leave anything behind at the end of their lesson.
- Learn with Louise Driver Training will take no responsibility for any loss or damage to any property belonging to the student or in possession of the student.

# **Legal Liability**

- The student, in accordance with road traffic law, is legally responsible for any traffic offences that occur whilst they are in charge of the vehicle.
- The instructor will endeavour to train the student to the highest possible standard, however they cannot be held responsible for the standard of driving or any errors that are committed whilst the student is driving without the instructor's supervision, either before or after the student passes their Driving Test.

## **Complaints**

If the student is not happy with any aspect of the service received they must raise the matter immediately with the instructor. Every effort will be made by the instructor to resolve any issue or complaint.

If you have any queries with any aspect of the Terms and Conditions, please do not hesitate to contact us:

Learn with Louise Driver Training

278 Coniscliffe Road

Darlington

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