

# Terms and Conditions – Sean's Driving School



*The person taking driving tuition will be referred to as the pupil or the student and the instructor will either be referred to as the instructor or Sean.*

- Your Driving Instructor is Sean who is licensed and regulated by the Driver Vehicle Standards Agency (DVSA), an executive agency of the Department for Transport to give driving tuition for reward in the United Kingdom. Sean also holds an enhanced DBS certificate to work with under 18's and vulnerable adults.
- Cancellation Policy - The student must give **at least 72 hours notice to cancel any lesson for any reason**. This is a zero tolerance policy without exception and any lesson cancelled for sickness or any other reason will be charged at a rate of 100% of the total lesson fee if Sean is unable to fill the slot with another pupil. It is the pupil's responsibility to make sure Sean is aware of the lesson to be cancelled and Sean must have been informed before this 72hr window closes. It is the student's responsibility to ensure the instructor has received a request to cancel or the lesson fee is still due. As soon as the instructor receives a request to cancel, the instructor will acknowledge its receipt as soon as is possible. The only time the cancellation fee will not be charged is in the unlikely event that the instructor is able to fill the slot with another appropriate student who is paying for the full lesson fee so it is important the pupil informs the instructor as soon as possible. Your instructor can be contacted on the following phone number, though this is subject to change: 07885566780.
- Payment – The pupil may pay by cash or bank transfer for lessons and each lesson or course of lessons **must be paid at least 72hrs in advance of the scheduled lesson start time**. Sean reserves the right to cancel lessons without warning for lessons not paid within this time frame. Sean therefore recommends that if the pupil pays for weekly lessons that the pupil pays for each lesson a lesson in advance. Sean also accepts cheque payments, but this must be made at least 2 weeks in advance to allow time to be banked and cleared before the first lesson. If paying a block-booking fee, the payment must be made in full in one complete payment, at least 72hrs before the first lesson to be used from the block is to be taken. Otherwise the standard hourly fee applies. If this cannot be afforded for any reason, it is the pupil's responsibility to inform the instructor who will inform the pupil of their choices but any decision made by Sean in terms of payment will be final.
- The car will be as clean and tidy as possible, but this will be weather-dependent. Sean also ensures the car is maintained to a high standard and that where this is not possible, faults will be fixed as soon as is reasonably possible. The car will however only be used for tuition if it is both safe and road legal.
- Your instructor, Sean, will remain professional throughout the course of lessons and will also adhere to the voluntary Driving Instructor Code of Practice and follow the rules governing this agreement to ensure professionalism and the highest standards of respect as set out by the DVSA. The student's details are held securely under the GDPR data protection rules. Data received is solely for the use for Sean's Driving School and will never be given to third parties except for when required by law and are destroyed when data is no longer required for any purpose. Should the pupil pass their test, they have the option to have their photo taken with their pass certificate and/ or write a testimonial on their experience. If the pupil would like to do this, the pupil agrees to its publication on social media and the driving school's webpage, though the pupil has the right to request this to be removed at any time. Sean is not responsible for any external sites.
- Refunds - you may request a refund at any time for any untaken lesson duration and will be asked to complete a refund form which can be sent to you on request. Remaining lessons will only be refunded if they do not contravene the cancellation policy above. If part of a block booking is being refunded, the lessons already taken in that booking will be charged at the higher, standard rate at the time and the remainder will be refunded. Refunds can normally only be made via bank transfer and should reach the pupils account within 7 days.
- Punctuality – Sean will wait at the agreed pick up point for up to 20 minutes past the agreed pick up time before terminating the lesson with the full slot being chargeable. Sean will attempt to contact you via phone call as well as text or email before terminating the lesson. If the pupil is late to the lesson, the lesson will still finish as scheduled with the full lesson fee chargeable. If the instructor is late due to traffic, the instructor will only charge for the lesson taken, or may extend the lesson if agreed with the pupil. Due to the needs of the pupil, it may be necessary for the instructor to increase the duration of a specific lesson and either charge an extra fee or take the remaining time off of a future lesson. This will only be done with the consent of the pupil.
- Lesson prices may be increased at any time for all new students who have not yet had their first lesson without warning. In the event of a price rise however, current students who've taken at least one lesson before the decision will be given at least 2 calendar months notice and in the meantime prices will be frozen at the current or previous rate for all current students. This 2-month notice period will be made in writing by text or email to the number the instructor currently holds for the student.

- All pupils must have surpassed their 17th birthday and be in possession of a Provisional License, Full UK Driving License or International Driving License to drive the tuition vehicle. This original license must be presented to Sean on the first lesson and it is the student's responsibility to inform Sean if you should lose your license or have it revoked for any reason. You must also inform Sean if there is any change in your health or medication that means you are no longer entitled to drive. If Sean is not informed of a change to the pupil's license validity or health, and this then subsequently invalidates Sean's ADI car insurance, the pupil then agrees to pay the total cost of damage or claim for any party that is affected.
- The pupil will ensure they comply with the law whilst on a lesson, which includes but is not limited to alcohol consumption, any form of drug as well as the use of electronic devices and use of speed/ other road laws. If Sean considers that the pupil may be under the influence of any substance, the lesson will be terminated and the full lesson fee charged and Sean may cancel all future lessons. It is important to note that under UK law, the driver is the one who is normally legally responsible for breaking the law, not the instructor. As above, should alcohol or drug consumption invalidate Sean's insurance, the pupil agrees to pay the total cost of damage or claim for any party that is affected.
- As an instructor, Sean is able to estimate when you the student will be ready to take your test. Please ensure you ask Sean before booking a test so he is able to estimate when you the student will likely be ready and ensure availability. It may be necessary to change or cancel a test booking if Sean does not believe the student will be ready for test on the date and time it has been booked for, particularly if it was initially booked with high waiting times. It is the student's responsibility to ensure the test is booked or changed for a time and date both the student and instructor can do and that you inform the instructor as soon as it has been booked to ensure double booking does not occur.
- As a last resort, the instructor reserves the right to withhold the tuition vehicle for a driving test as required by the DVSA should the instructor not believe the student is ready to take their driving test. It is the student's responsibility to ensure the test is cancelled or rearranged in the required time to ensure the student receives a refund from the DVSA.
- Lessons cannot be transferred to any other person or party and must be taken by the student the lessons were booked for. In this circumstance, you may request a refund but the refund policy will still apply.
- In the unfortunate event that the test is terminated due to the condition of Sean's Driving School's tuition vehicle, (e.g. an unfortunate and unforeseen problem such as a puncture on the way to test that cannot be rectified in the required time), a goodwill gesture will be applied where the student will have the next driving test fee paid by Sean's Driving School and will also be given 4hrs of lesson time from Sean's Driving School which includes the time for the next test, free of charge. Any additional time taken will be charged at the standard rate, as the goodwill gesture is limited to 4hrs and £62 for the driving test fee.
- Damage to any property including the tuition vehicle should be covered by Sean's Approved Driving Instructor Insurance apart from those listed above. If however the student causes damage maliciously or deliberately, the student will be responsible for the full cost. During the driving test however, as is standard damage to the vehicle or property does transfer to the student and damage caused will be claimed from the student.
- If the instructor has a waiting list, whilst the pupil is waiting for lessons to commence, it may be necessary to pay a £10 refundable deposit to remain on the waiting list. This helps ensure the pupil's place on the waiting list and will be refunded on either the first lesson or so long as 72hrs notice is given before a lesson is due to start, 72hrs before a 'penciled in lesson'. The student will however lose the fee if they start lessons with another instructor without informing Sean or for cancelling within 72hrs of a lesson being due to start.
- If the instructor is running late, where possible if it is more than 15 minutes, the instructor will try to inform the student and give an estimated time of arrival. This is only possible however where legal and when the instructor is able to pull over to comply with the law. The instructor reserves the right to cancel a lesson for any reason including mechanical failure at any time without charge.
- If a student has not yet reached their 18th birthday, the student's parents or another over 18 year old will be required to signing adhere to these terms and conditions on the student's behalf until the student reaches their 18th birthday.
- In the unusual case that you have any complaints or concerns, your first port of call is your instructor, Sean who will do his best to rectify your concern or complaint. It is essential you let your instructor know by any means necessary first, who will be happy to try and resolve them or any concerns.

<b>Pupil:</b>		<b>Instructor:</b>	
Full name (print):	x	Full name (print):	<b>SEAN FAGG</b>
Date:	X / /	Date:	/ /
Signature: x		Signature:	