

Claire's Driving School

Terms and Conditions of Service

Introduction

The following terms and conditions represent the basis upon which I (the owner) offer driving lessons and courses to you (the student).

Please note, Claire's Driving School is independently owned and operated thus the contract for service is between you and me.

1. General conduct

I will be courteous, polite, tidy and punctual. I will behave in a professional and ethical manner at all times. My training car will be well maintained, clean and tidy (weather permitting). My car is fitted with dual-controls and is fully insured for driving tuition purposes. I will not smoke in the training car at anytime, nor will I use your lesson time for any other form of business, personal or otherwise without your expressed permission.

2. Qualifications

I am legally authorised to give driving tuition in the UK by the Driver and Vehicle Standards Agency (DVSA).

3. Course materials

When you purchase a course through me, I will supply you with either a Driving Skills Workbook or Driving Skills DVD (your choice, subject to availability).

4. Driving Licence and eyesight

As required by law, you must hold a current, valid driving licence (provisional or full), which must be produced on or in advance of your first driving lesson. You must prove your entitlement to drive by providing a licence check code. You must also check you can read a number plate at a distance of 20.5 metres (i.e. 67 feet - about 5 car lengths) with prescribed visual aids (i.e. contact lenses or glasses) if normally worn. Please note if you need contact lenses or glasses to achieve this, you must make sure you wear them on each and every driving lesson.

5. Safety, comfort and well being

Safety is a shared responsibility as identified below:

- a) In the interests of comfort and safety you are advised to wear suitable footwear and clothing.
- b) It is important you act responsibly at all times and give your undivided attention to the driving task at hand. Should anything be distracting you during your lesson it is important you make me aware of this fact even if it is something I am doing. Similarly, if you are feeling uncomfortable or uneasy about any driving task please let me know. I will be grateful for your feedback and I will think no less of you for doing this.
- c) In an emergency situation it is important you follow my instructions and allow me to take control of the steering wheel if necessary to avoid an incident. I may also need to make use of the dual controls (i.e. brake and or clutch pedals) and thus override your use of them. As soon as it is safe to do so I will advise you of why my actions were necessary and help you to calm down if required. Any subsequent discussion will focus on what can be learnt rather than who was to blame.
- d) I will do my best to deliver any instructions or take any actions (even in an emergency) in a calm and measured manner so as not to alarm you or make you feel uncomfortable or disheartened in any way. I will definitely not shout at you or make any sarcastic or derogatory remarks.
- e) You can be assured I will not use improper language or suggestive behaviour and/or physical contact.

f) You must take note of any medication you are taking which may affect your ability to drive safely and advise me accordingly before taking any lesson booked. Similarly, you should inform me of anything you feel might impact on your ability to undertake the proposed lesson safely.

g) In the event it becomes apparent you are unable to concentrate due to illness, tiredness, or your emotional state of mind I reserve the right to terminate the lesson early or require your agreement to choose an alternative learning activity which can still be undertaken safely.

6. Driving under the influence

To ensure the safety of you and other road users I reserve the right to cancel any lesson if you are or if I suspect you are under the influence of drugs, legal highs and/or alcohol (prescribed or otherwise). If this occurs the full training fee for the period in question will be lost or charged.

7. Lesson postponement

You may lose, or be required to pay for, any lessons booked in my diary which are postponed or cancelled by you, especially if I am unable to obtain new replacement work for those appointment time(s). I ask for a minimum of 48 hours notice if you wish to cancel or postpone a lesson. However, I reserve the right to postpone lessons if I consider the weather or road conditions to be unsuitable or dangerous. Unfortunately, I cannot be held responsible for any costs incurred as a result of me having to postpone any lessons, for whatever reason.

8. Punctuality

In your own interests you are advised to be punctual for your lesson appointments. All such appointments should be recorded (and checked where possible with me) to ensure mistakes are avoided.

I would normally wait for you for a maximum of 15 minutes before the lesson would be abandoned and the lesson fee forfeited or become due for payment. A reciprocal waiting time may become necessary if I am delayed due to unforeseen circumstances. I will make up any lesson time lost as a result of this at the end of the normal lesson time or as soon as possible. Any such shortfall should be recorded on the Student Record form and initialled by me.

9. Payments

- a) You are required to make payment for the course or the driving lessons in advance of the training.
- b) To book a course with an agreed amount of hours, a 50% deposit (or the full course fee if the course start date is within 2 weeks of the booking date) is required.
- c) The deposit or any subsequent training fees paid are not refundable in the event you decide to cancel the training once the booking has been accepted by me and placed in my diary. At this point a binding agreement is made between yourself and me. This does not in any way affect your statutory rights to be provided with the goods and services you have bought (please see terms 12 & 13).

10. The Driving Test

- a) Bookings
Driving tests can be booked by you, or me on your behalf. Driving test bookings always take priority over other lessons. Therefore, your lesson may be postponed to allow for someone else's driving test and vice-versa. Changes to lesson bookings as a result of this will be notified immediately. Test appointments must be notified to me as soon as they are known to you, otherwise I cannot guarantee to provide a vehicle for the test or any lessons just prior to it.
- b) Use of the vehicle
In the interests of customer and public safety I reserve the right to withhold the use of the training car for the test if, in my opinion, your driving is actually or potentially dangerous - behaviour which if repeated on the test would result in a test failure.

- c) Test cancellation
Ten clear working days (Sundays and public holidays don't count as working days) notice of test cancellation or postponement is required by the DVSA. Failure to provide the required notice will result in the loss of your test fee. I cannot be held responsible for any postponement or cancellation of tests by you or the DVSA. However, I will help to arrange another test as quickly as possible and to reclaim expenses from the DVSA if appropriate.

11. Gift Vouchers

All gift vouchers are only valid for 6 months from the date of purchase and are subject to the following terms:
The gift voucher can only be used by the recipient's name on the gift voucher and is not transferable;
The voucher is only valid for 6 months from date of purchase. This means that you must have started your driving lessons within the 6-month period, but not necessarily finished them. If the voucher has not been redeemed before the expiration date it will not be reissued;
The voucher is non-refundable;
The voucher has no cash value;
Please note that I do not accept any third-party vouchers that may claim to be accepted by any driving instructor. Such claims are usually false.

12. Complaints

In the event of a complaint, I would be extremely grateful if you would give me the opportunity to resolve the matter. Please do not let a problem linger.

13. Your statutory rights

Nothing in these terms and conditions will reduce your statutory rights relating to faulty goods or services provided. I have a statutory obligation to provide you with goods and services fit for the purpose for which they were bought and as described. If you have any doubts about your statutory rights please contact your local Trading Standards Department or Citizen's Advice Bureau.

Below you have my signature to acknowledge my acceptance of the above:

Instructor:

C Hall

and I would be grateful if you would sign below to acknowledge your acceptance of the above:

Student:

Date on which the above was accepted by both parties:

Date:

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Contact Details:

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