

Anna's Driving Academy

Terms and Conditions of Service

Introduction

The following terms and conditions represent the basis on which I (the owner of Anna's Driving Academy) offer driving lessons and courses to you (the student).

1. General Conduct

I will behave in a professional, polite and punctual manner at all times. The training car will always be clean and tidy, also fitted with dual controls in order for me to conduct your lessons safely.

2. Qualifications

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

3. Driving Licence and Eyesight

You must hold a current, valid driving licence (provisional or full). This must be presented on or prior to your first driving lesson. You will also need this for each lesson as this is a legal requirement. You must also check that you can read a number plate at a distance of 20.5 metres (67 feet) with glasses or contacts if normally worn. If you need glasses to do this, you will need to wear them on each lesson.

4. Safety, comfort and well being

Safety is a shared responsibility as stated below:

- a) You are advised to wear comfortable and practical footwear and clothing which doesn't restrict movement or cause embarrassment.
- b) It is important that you give your direct attention to the driving task in hand at all times. If at some point you are distracted by something it is important to make me aware of this, also if it relates to something I am doing. I would be grateful for your feedback and not think less of you for doing this.
- c) If an emergency situation occurs, it is important that you follow any instructions and allow me to take control of the wheel if necessary. I may also need to use the dual controls (brake and or clutch pedals). As soon as it is safe to do so I shall inform you of why my actions were necessary and help you to calm down if required. Following this we will focus on what can be learnt rather than who was to blame.
- d) You can be assured that I will not use improper language, suggestive behaviour or physical contact.
- e) You must take note of any medication you are taking that may affect your ability to drive safely and advise me accordingly before taking any lesson booked. Similarly, you should inform me of anything that might have an impact on your ability to undertake a lesson safely.
- f) In the event it becomes apparent that 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.

5. 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 I suspect you are under the influence of drugs, legal highs and or alcohol. If this occurs the full training fee for the period in question will be lost or charged.

6. Lesson postponement

a) You may lose, or be required to pay for, any lessons booked in my diary which are postponed or cancelled by you within 48 hours prior to your lesson, unless I am able to find replacement work for those appointment time(s). 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.

b) If for any reason lessons are postponed by you, if you have already paid, you will need to use these hours within 6 months of the previous lessons booked in the diary. If it is longer than this period, the funds will be lost. You of course however have the right within this time period to request a refund and to rebook when you can commit to the lessons.

7. Punctuality

In your own interests you are advised to be punctual for your lessons. I would normally wait for a maximum of 15 minutes before the lesson would be abandoned and 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 for any lesson time lost as a result of this at the end of the lesson or as soon as possible. Any such shortfall will be recorded.

8. Payments

a) You are required to make a payment for the course or driving lessons in advance of the training. This will be required at a minimum time frame of two weeks prior to your lesson(s) or course beginning.

b) Any 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 contract between yourself and me. This does not in any way affect your statutory rights to be provided the goods and services you have bought (please see term 11)

c) Payments are made by simple bank transfer to a business account. As this is fully recorded and protects you as the student and me as your Instructor.

9. The Driving Test

a) Bookings

Driving tests can be booked by you or me on your behalf. Driving tests always take priority over other lessons. Therefore, your lesson maybe 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 prior to it.

b) Use of the vehicle

In the interest 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

Three clear working days (Sundays and public holidays don't count as working days) notice of test cancellation or postponement is required by the DVSA. Therefore to cancel a test booked for Friday you need to do this online no later than the preceding Monday thus giving three clear working days (i.e. Tuesday, Wednesday and Thursday). Failure to do so 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 do all that is possible to arrange another test as to reclaim expenses from the DVSA if appropriate.

d) Damages to vehicle

Any damages that have occurred during the test will be charged to you if you are found at fault, this is your responsibility once we decide together that you are safe to drive the car yourself.

10. Complaints

In the event of a complaint I would be extremely grateful if you would give me the opportunity to resolve the matter in the first instance. However, please do not let the problem linger. I will always do my utmost best to resolve any problem regarding your driving tuition.

11. 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.

12. Updating terms and conditions

I reserve the right to modify or update the terms and conditions at any time.

By following through with this enquiry, or accepting invite to the Total Drive App, you agree to these terms and conditions.