

Tim Simms Driving School

Your Route to Driving Freedom

Terms and Conditions

By paying for and agreeing to take driving lessons with Tim Simms Driving School you are agreeing to the terms and conditions in this agreement.

Driving Licence Requirement:

Tuition is only available to people who:

- Are aged 17 or over or aged 16 or over and in receipt of the higher rate of Disability Living Allowance (mobility component)
- Hold a valid UK provisional driving license
- Are legally entitled to drive in the UK
- You must provide proof of your entitlement to drive and declare and penalty points or disqualifications and agree to share your driving license information with your driving instructor via one of the approved license information sharing methods.
- You will immediately notify your instructor if there are any changes in your entitlement to drive or if you are issued with penalty points.

Payments:

- All lessons must be paid for in full a minimum of 48 hours before the scheduled lesson time.

- Payment can be made by cash, cheque, Pay-Pal, BACS, credit card or debit card (note that some cards may not be accepted). In the event of a cheque or electronic payment being refused by the bank an administration fee of £20 will be charged.

Bookings and Lesson Duration:

- The minimum lesson period is one hour
- If, for any reason your instructor is late for a lesson he will do his utmost to inform you of the delay and revised lesson start time. When possible, lessons that start late will be extended to ensure the full lesson period is completed. If this is not possible and the delay is over 15 minutes, the time missed will be credited towards a future lesson or a pro-rata refund given.
- If you are late for a lesson the instructor will not be liable for the time lost and the full lesson fee will apply.

Training location:

- All lessons will start and finish at the same location unless agreed in advance by your instructor.
- Depending on the lesson start/finish points the instructor might need to drive the vehicle to and from a suitable location for practice to ensure both your safety and the safety of the public; any traveling

time in this regard forms part of the lesson and will be used for active discussion and instruction relevant to the lesson.

Vehicles used for tuition:

- Your instructor will provide a training vehicle that is fully compliant with all legal requirements, is fully roadworthy and fitted with dual controls.
- Tuition may be available in your own vehicle at the instructor's discretion. Before lessons can be given in your own vehicle you must provide written evidence from your insurance provider stating that the vehicle is fully insured while you are being supervised by a professional instructor in return for payment. Your vehicle must be fully roadworthy and compliant with all legal requirements for use on public roads.

Lesson prices:

- Lesson prices may be increased or decreased at any time. You will be given a minimum of four weeks notice of any price changes.
- Lessons that are prepaid will remain unaffected by lesson price changes for a period of six months – if prepaid lessons are not used within six months of payment period the account balance will be credited towards lessons at the current standard price.

Cancellation policy:

- If you or your instructor wish to cancel or re-arrange a lesson a minimum of 48 hours' notice should be given for lessons of up to two hours duration and five days' notice for lessons that are longer than two hours. Failure to give notice will result in a claim for an equivalent value in compensation

Offers and Refunds

- The introductory web offer comprises of 10 hours tuition for a discount price of £195 – this price is subject to all lessons being taken. If you cancel the course then hours taken will be charged for at the full lesson rate of £23 with the balance of the introductory fee being refunded.

Complaints:

- In the unlikely event that you should have any concerns or complaints about any part of your driving tuition please discuss these with me immediately or address them to info@timsimmsdrivingschool.co.uk. If the issue cannot be resolved you can address your complaint to an independent arbitrator.

Driver's Responsibility:

- While driving the vehicle you are subject to the same rules and regulations as all other drivers in addition to the supervision restrictions and additional rules that apply if you are a provisional

license holder. This means that you are liable for any fines or other penalties that arise as a result of your driving.

- Tim Simms Driving school expects you to follow the advice given by your instructor at all times and reserves the right to terminate a lesson without compensation if it is deemed to be in the interests of both your own and the public safety.
- When attending lessons you must be legally fit to drive. Your instructor may refuse to give a lesson and reserves the right to charge for the booked period in the interest of your own and public safety if he/she considers or suspects that your ability to drive is impaired for any reason and specifically:
 - Excessive tiredness
 - Over the legal alcohol limit or affected by alcohol
 - Affected by drugs – both legal and illegal – including prescription drugs and over counter medicines
 - Affected by illness that may adversely affect concentration or control.

Driving Tests:

- Your instructor will advise you when you are ready to take your practical driving test and will help you to make the test booking if necessary.
- If you book a test appointment without prior consultation with your instructor the

provision of a car for test cannot be guaranteed.

- Most test booking will require a minimum two hour lesson to allow for travel to the test centre, the test period and the journey home. The length and cost of the booking on the test day will be determined by the time of the test and the test centre location.
- Your instructor cannot be held responsible for test appointments cancelled by the DVSA due to bad weather, sickness, staff shortages or other reasons. Such cancellations are beyond the control of your instructor and therefore any fees for booked period will be charged. Your instructor will advise about claiming compensation from the DVSA

Code of conduct:

- I will abide by the voluntary code of practice set out by the UK Driving and Vehicle Standards Agency you can find full details of this exacting code of practice enclosed and on the government web site at: <https://www.gov.uk/adi-voluntary-code-of-practice>

Privacy and data protection:

- Any information supplied by you is held to be confidential and will not be shared with any third party without your express consent.

Consumer rights:

- Nothing in these terms and conditions will affect any statutory rights you may have as a consumer.