

## **Tim Simms Driving School**

### **Terms and Conditions**

#### **Introduction**

The following terms and conditions represent the basis upon which driving lessons and courses are offered to you by your instructor Timothy F Simms.

#### **1. General Conduct**

I will work to a professional code of conduct and will be courteous, polite, tidy and punctual. I will also behave in a professional and ethical manner at all times. The car will be well maintained, clean and tidy, and is fitted with dual-controls. The car is of course fully insured for driving tuition.

I do not smoke in the car (or otherwise) while giving tuition, nor will I use your lesson time for any other form of business, personal or otherwise.

#### **2. Qualifications**

I have been licensed by the Driving Standards Agency (DSA) to give driving tuition. I have also been awarded Level 3 NVQ in Driving Instruction and I am committed to a programme of Continual Professional Development (CPD) to ensure that I am always up to date with the latest standards and methods of teaching and driving.

#### **3. Driving Licence and Eyesight**

The learner must hold a current, valid driving licence (provisional or full), which must be produced on or in advance of their first lesson.

The learner must also check that they can read a number plate at a distance of 20.5 metres (i.e. 67 feet - about 5 car lengths) with glasses if normally worn.

#### **4. Payments**

Please note payments must be made in advance of the training.

To book a course, a 50% deposit or the full course fee (if the course start date is within 4 weeks of the booking date) is required. Please note the deposit or any subsequent training fees paid are not refundable in the event that you decide to cancel the training once the booking has been accepted. This does not in any way affect your statutory rights to be provided with the goods and services

you have bought (please see term 10).

#### **5. Lesson Postponement**

Provided I can easily obtain additional work for any lessons postponed no penalty will be incurred. If this is not possible the full training fee for the period in question may, at the total discretion myself, be lost or charged. I reserve the right to postpone lessons if I feel that the weather or road conditions are unsuitable or dangerous.

I cannot be held responsible for any costs incurred as a result of my having to postpone any lessons, for whatever reason.

#### **6. The Driving Test**

##### **a) Bookings**

Driving tests can be booked by you, or myself 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, otherwise I cannot guarantee to provide a vehicle for the test.

##### **b) Use of the vehicle**

In the interests of customer and public safety I reserves the right to withhold the use of the car for the test if, in my opinion, your driving is actually or potentially dangerous.

##### **c) Test cancellation**

Three clear days notice of cancellation or postponement is required by the DSA. 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 the DSA. However, will do all that is possible to arrange another test as quickly as possible and to help you to reclaim expenses from the DSA.

#### **7. Punctuality**

In your own interests you are advised to be punctual for your lesson

appointments. I will normally wait 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. Any lesson time lost as a result of this would be made up by myself either at the end of the normal lesson time if possible or at a later date. Any such shortfall will be noted in your pupil record.

#### **8. Learner Comfort and Safety**

In the interests of comfort and safety you are advised to wear suitable footwear and clothing which does not restrict movement. You must also 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.

#### **9. Complaints**

In the event of a complaint all efforts must be made to resolve the problem directly with myself. However, please do not let a problem linger.

failing agreement or settlement of a dispute, reference may be made to DSA's Registrar of Approved Driving Instructors who will consider the matter and advise accordingly

should the Registrar not be able to settle the dispute he or she may set up a panel, with representatives from the ADI industry, to consider the matter further or advise that the matter should be referred to the courts or other statutory body to be determined

#### **10. Your Statutory Rights**

Nothing in these terms and conditions will reduce your statutory rights relating to faulty or misdescribed 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.