



These terms and conditions of business are a contract of mutual agreement between Lancaster Driving Lessons and the client. They formally set out what is expected of each party and the procedure should these expectations not be met.

The Client

1.0 Licensing

1.1 The client must ensure that they have a valid signed driving license providing UK provisional entitlement to learn to drive a category B motor vehicle.

1.2 The client must produce their driving license before the commencement of their first lesson with Lancaster Driving Lessons.

1.3 The client is responsible for any traffic violations whilst they are in charge of the vehicle.

1.4 The client must inform Lancaster Driving Lessons if they commit any driving offence liable to result in court attendance or endorsements.

2.0 Fitness to Drive

2.1 The client must inform Lancaster Driving Lessons of any disability or injury they may have whether temporary or permanent which may affect their ability to drive.

2.2 The client must not present himself or herself for a lesson under the influence of alcohol or illegal drugs.

2.3 The client must inform Lancaster Driving Lessons if they feel unwell in any way before or during a lesson.

2.4 In the interests of safety the client must wear suitable footwear and clothing that does not restrict movement during lessons.

3.0 Behaviour

3.1 Lancaster Driving Lessons has the right to terminate the lesson at any stage if they feels that it is inappropriate to continue by reason of the client's behaviour, sobriety or state of mind. In these circumstances the lesson fee is forfeit and it is at the instructors discretion if they provide further transport for the client.

3.2 Lancaster Driving Lessons will not tolerate any form of verbal or physical abuse. See condition 3.1

4.0 Postponement or Cancellation of a Lesson.

4.1 Clients must give a minimum of 48 hours notice of postponement or cancellation of a lesson.

4.2 Late cancellations or postponements will be charged for at the normal lesson rate for the duration of the original booking. Exceptions will be considered.

4.3 Lancaster Driving Lessons will not enquire as to the nature of any illness for the client's privacy. It is therefore essential that you inform them when you are well again. If they do not hear from you then they will assume you are still sick and not attend your next lesson.

4.4 You have the right to stop receiving lessons from Lancaster Driving Lessons at any time, subject to conditions 4.1 to 4.3. Any monies paid for lessons in advance will be refunded by cheque within 28 days of notice being received at Lancaster Driving Lessons's premises.

4.5 Lancaster Driving Lessons will wait for 15 minutes from the start time of the lesson. Beyond this time the lesson will be deemed to have been cancelled and the fee for the entire period of the booking is forfeit.

4.6 Lessons that start late, through the client's fault, will finish at the time of the original booking and will be charged for at the full hourly rate. Exceptions may be considered.

5.0 Payment.

5.1 All lessons must be paid for in advance either in cash or by cheque made out to Lancaster Driving Lessons.

5.2 Cheques not cleared by the bank will be charged for; and any such charges will be passed on to the client. Any lessons or tests booked will not be undertaken until the payment, including additional bank costs, is made and cleared.

The Instructor.

6.0 Licensing

6.1 Lancaster Driving Lessons will be legally authorised by the Driving and Vehicle Standards Agency to give instruction for reward.

6.2 Lancaster Driving Lessons will display the authorising documents issued by the Driving and Vehicle Standards Agency in the windscreen at all times whilst undertaking instruction for reward.

6.3 Lancaster Driving Lessons will make available to anyone with a reasonable need all his/her authorising documents and driving licences.

7.0 Medical Fitness to Instruct

7.1 Lancaster Driving Lessons will not present herself for a lesson under the influence of alcohol or illegal drugs.

7.2 Lancaster Driving Lessons will inform the client if they feels unwell in any way before or during a lesson. Actions appropriate to the pupil's ability; confidence and the severity of the illness will be taken as appropriate. Where necessary alternative transport for the client will be arranged and the lesson postponed or cancelled. The cost of any test and lesson fees will be refunded to the client or another test and lesson booking will be made for them.

7.3 Lancaster Driving Lessons will present themselves in a smart and tidy manner for all lessons.

8.0 Behaviour

8.1 Lancaster Driving Lessons will comply with the Driving Standards Agency Code of Conduct at all times. (Details available on request).

9.0 Postponements and Cancellations

9.1 In the event of an instructor being unable to provide lessons, for whatever reason, Lancaster Driving Lessons will undertake to find another instructor. Where this is not possible Lancaster Driving Lessons will give at least 24 hours notice to the client and another appointment will be made made mutual consent. Clients should be aware that it may not be possible to notify them of cancellation if a breakdown occurs on the way to the lesson. Lancaster Driving Lessons cannot be held responsible for costs arising from short notice cancellations.

9.2 Lancaster Driving Lessons will endeavour to arrive on time for the client's lesson. When delayed for less than 15 minutes this time will be added to the original booking.

Lancaster Driving Lessons Driving

10.0 Payment

10.1 The cost per lesson for learner driver instruction will be made clear on first enquiry about lessons. See condition 4.6. Where possible two weeks notice will be given of any price changes.

12.0 Postponements and Cancellations

12.1 Driving Tests take priority over lessons, therefore a lesson already booked may have to be cancelled or postponed if Lancaster Driving Lessons receives short notice of a driving test.

12.2 The attention of clients is drawn to the statutory period of notice required by the Driving and Vehicle Standards Agency for the cancellation or postponement of a driving test.

12.3 Where possible pupils will be told in good time of the advisability of cancelling their test. Lancaster Driving Lessons cannot be responsible for the loss of the test fee if a client fails to notify the test booking office. The telephone number is given on the test appointment form.

12.4 Lancaster Driving Lessons cannot be held responsible for the postponement or cancellation of any driving test by the Driving and Vehicle Standards Agency no matter how short the notice.

12.5 Clients should note that where lessons, tuition, or vehicle hire are cancelled at short notice, because of a cancellation by the Driving and Vehicle Standards Agency all fees are forfeit. It may be possible to claim some of the lost fees from the Driving and Vehicle Standards Agency.

12.6 Clients who miss lessons immediately prior to their driving test are advised to book additional lessons, as necessary, to ensure they are at test standard. See section 13.3

13.0 Assessment and Monitoring

13.1 Clients may be accompanied on their lesson by a supervising examiner from the Driving and Vehicle Standards Agency, whose job is to ensure that the tuition given meets the required standard. This is a legal requirement and is in the public interest.

13.2 Lancaster Driving Lessons reserves the right to withhold the use of the car for a test or a lesson if in the opinion the client is:

- Not licensed to drive.
- Under the influence of alcohol or drugs.
- Medically unfit (including eyesight).
- Not at the driving test standard.
- Consistently fails to keep or is late for appointments.
- Falls into arrears with payment.
- For any other reason, Lancaster Driving Lessons considers the client will be unsafe to handle a motor vehicle.

14.0 Insurance

14.1 Lancaster Driving Lessons is a member of the Driving Instructors Association and holds Professional Indemnity insurance.

14.2 Lancaster Driving Lessons is a member of the Driving Instructors Association and holds Public Liability insurance.

14.3 Lancaster Driving Lessons's car is fully insured for driving tuition and driving tests. A certificate of insurance is available for inspection on request.

14.4 No liability of any kind can be accepted by Lancaster Driving Lessons for loss of or damage to any property belonging to or in the possession of the client.

15.0 Test Applications

15.1 Lancaster Driving Lessons will advise the client of the appropriate time to apply for a driving test. The advice will be based on the client's progress to date and the current waiting time for test appointments. It does not imply that the client has reached the necessary standard or that the standard will be reached by the appointed test date.

15.2 Lancaster Driving Lessons will not hesitate to advise the client should it become necessary to postpone their driving test. This condition will avoid expense and unnecessary failure and the delay in waiting for additional tests.

16.0 The Driving Test

16.1 Clients must ensure that they have all the required documents with them for the driving test. Failure to comply with this condition will mean the examiner will cancel the test and the test, and lesson fees will be forfeit.

16.2 Clients may be accompanied on test by a supervisory examiner whose job is to ensure that the official standards of testing are observed by examiners. This is a legal requirement and is in the interests of the public.

16.3 Clients may request the examiner to allow Lancaster Driving Lessons to accompany them on a driving test. This is at the discretion of the examiner. Lancaster Driving Lessons will not be able to help you in any way during the test.

Liability

17.0 Legal liability

17.1 The client should be aware that Lancaster Driving Lessons's primary objective is to promote road safety and in so doing they will have to issue instructions which clients must be prepared to carry out without undue argument.

17.2 Lancaster Driving Lessons will make every effort to train you to the highest standard but can in no way be held liable for any driving errors you commit whilst driving with and/or unaccompanied by Lancaster Driving Lessons either before or after a test pass.