



## Terms and Conditions

The provision of driver training by Sophie's Driving Skool is subject to the acceptance of these terms and conditions by the Client. Special meanings we have given to words in this agreement:

**Client** – Defined as any individual over the age of 17 years old and who can satisfy eligibility requirements in clause 1 below

**The Company** - Sophie's Driving Skool (SDS)

**Instructor** – Any driving instructor employed by SDS to provide driving tuition.

### 1. Driving licences and fitness to drive

The Client warrants that they:

1. Are on or over the age of 17 years
2. Hold a current valid UK provisional driving licence or a full EU driving licence (To be produced on or in advance of your first lesson)
3. Hold no criminal record relating to driving offences or currently disqualified from driving.
4. Fulfil all current legal and medical requirements.

For further information, please visit the **[Motoring Section on Direct.Gov.UK](http://www.direct.gov.uk/en/Motoring/DriverLicensing/MedicalRulesForDrivers/index.htm)**. [*Link to <http://www.direct.gov.uk/en/Motoring/DriverLicensing/MedicalRulesForDrivers/index.htm>*]

If a Client fails to declare;

1. Medical conditions which would preclude the Client from being able to drive or have control of the vehicle.
2. Any current disqualification / or criminal record due to driving offences

The Company reserves the right to terminate the agreement immediately and demand all outstanding payments and exonerate the Company of any liability.

The Client must declare immediately any change in medical conditions, health or any driving licence points

The Client must also declare any disability requirements

### 2. Payments and Cancellation

All lesson fees are payable in advance of first lesson. Payment can be made by cash or cheque. Any cheques offered for payment that are subsequently refused by the bank will be subject to an administration charge of £15.00. If payment fails to be made, then the Company reserves the right to suspend performance.

The client must provide the Company at least 48 hours' notice if cancelling a lesson. If the Client fails to give notice they will be charged for the cost of the lesson.

The Company will do everything possible to ensure that the lesson starts and finishes on time, but reserves the right to cancel, postpone or change lesson lengths and start/finish times under certain circumstances (e.g., dangerous weather conditions, heavy traffic and/or any technical/mechanical problems with a vehicle). In the event of postponement fees paid in advance will be carried forward.

The Company reserves the right to cancel a lesson at short notice if it is suspected that the student may be unfit due to the effects of alcohol, drugs (prescribed or otherwise) or any other condition that would cause his/her driving to be dangerous or illegal. In such circumstances the lesson fee will still be payable.

Block bookings are discounted at a special rate and must be paid for in advance, by agreeing to a block booking the Client is also agreeing that the payment is non-refundable.

All payments are non-refundable. Refunds are only possible if the Client becomes subject to a long-term medical illness or disability, which prevents them from driving. A medical note would need to be provided and the decision is at the Companies discretion.

Time is of the essence for payment.

### **3. Bookings and Lesson Duration**

On request, the Company will make best endeavours to maintain regular lesson slots at the same time each week. However, this cannot be guaranteed.

The minimum lesson period is one hour. If, for any reason, the Instructor is late for the lesson he/she will make a concerted effort to inform the pupil of the estimated time of arrival. If the delay is greater than 15 minutes this time will be credited to the pupil and when possible the lesson will be extended by the time due - if this is not possible the extra time will be carried forward to the next suitable lesson.

### **4. Training Location**

All sessions will start and finish at the same location unless alternative arrangements are made in advance. The Instructor will determine a location for practical lessons which ensures both the Client's and public safety - this means that the Instructor may need to drive the Client to and from the lesson location; this journey time forms part of the lesson as paid for.

### **5. Training Vehicles**

The Company obligations;

- Provide Company vehicle that is fit for operation, roadworthy and serviced regularly
- Up to date and compliant MOT, road tax and insurance for the motor vehicle and Advanced Driving Instructor (ADI) or Potential Driving Instructor (PDI) licence for the Instructor. (Copies of these can be provided upon request).
- If faults are detected then the vehicle will not be used and alternative arrangements will be made.

Damage to the Company vehicle

- All vehicles are covered with fully comprehensive insurance.
- In the event of an accident caused by the Client, the Company reserve the right to claim from the Client, any costs incurred including insurance excesses.
- If during a lesson a Client incurs a driving offence or speeding fine the Company reserve the right to claim from the Client.

Mobile phones must not be answered during the lesson.

Passengers can be carried during a lesson on prior arrangement agreed by the Company. However, the Company cannot accept any liability for any other persons in the vehicle.

### **6. Driving Tests and Bookings**

Your Instructor reserves the right to refuse use of a Company vehicle for test if they consider that provision of a vehicle could cause a risk to public safety.

Where a Company car is used for test purposes, the booking period will be based upon the Instructor's normal diary schedule. Depending on the time and location of the test this will require a minimum two hour booking and possibly longer.

The Company will make every effort to ensure that the vehicle supplied for test is fully road worthy and complies with all legal requirements at the start of the test. The Company cannot be held responsible for vehicle failure that occurs before or during the test and is not liable for consequential loss.

The Company cannot be held responsible for test appointments cancelled by the Driving Standards Agency (DSA) due to bad weather, sickness, staff shortages or other reasons. Such cancellations are beyond the control of the Company and therefore the lesson fee and 'use of car' fee for the booked period will be charged. The Company will advise about claiming compensation from the DSA.

## **7. Code of Conduct**

The Company agrees to abide by the conditions of the Professional Code of Practice for Approved Driving Instructors (see below). In the unlikely event of complaint or dispute the guidelines of the Code of Conduct will be adhered to.

## **8. Your Rights**

The Company reserves the right to change or alter any of the terms and conditions without notice, but will endeavour to inform students of any changes as soon as possible. Revisions to terms and conditions will always be published on this website and it is your responsibility to check the website for any changes to this agreement.

## **9. Termination**

The Company is entitled to terminate the Agreement if the Client fails to follow reasonable instructions from the Instructor and/or drives in a dangerous manner and not in accordance with The Highway Code.

## **10. Jurisdiction**

- Any dispute governed by the law of England and Wales.
- Parties agree that courts of England and Wales shall have jurisdiction to settle any dispute or claim in connection with these terms and conditions.

If the student is ever in breach of the agreement and in particular Clause 1, the company reserve the right to terminate the agreement and all monies will become immediately due.