



15 Brockwood Close, Northampton NN5 6LT
Business: 01604 759000
Free Landline: 0800 955 0759
Mobile: 07545 927012
Email: charles@drivecharles.com
www.drivecharles.com



Introduction

The terms and conditions of business under which driving instruction is provided are outlined below. These terms and conditions of business are a contract between the client and the driving instructor and Drive Charles Driving School.

Any alternations to these terms and conditions of business will always be notified to the client in writing in advance of the change.

These terms and conditions shall be construed under the laws and subject to the sole jurisdiction of the courts of England and Wales.

These terms and conditions of business do not affect your statutory rights.

Code of Conduct

The driving instructor and Drive Charles Driving School abide by a Professional Code of Conduct, copies of which are available on request.

Documentation

Before, or on the first driving lesson, the client will be supplied with a copy of the 'Terms and conditions of Business' of Drive Charles Driving School, details of tuition fees, contact details of Driving Charles Driving School and its instructor and an appointment card if required.

The client will be asked to sign a copy of the 'Terms and Conditions of Business' to state that they have read and agree to be bound by them.

Entitlement to Drive

The client must:

- hold a current, valid driving licence that entitles them to drive in the UK.
- satisfy the requirement of medical fitness to drive, including being able to read a number plate at the prescribed distance.

The driving licence must be produced at the client's first driving lesson, and it will also be checked periodically by the driving instructor.

Any points, endorsements, bans, convictions or restrictions of any kind on your licence must be notified to Drive Charles Driving School immediately. Any medical condition or disability that might affect your ability or entitlement to drive must be notified to Drive Charles Driving School immediately.

Fitness to Drive

It is the client's responsibility to ensure that they are fit to drive.

The client must:

- inform their driving instructor or Drive Charles Driving School as soon as possible of any medical condition, disability or injury that may affect their ability or entitlement to drive.
- inform their driving instructor if they feel unwell before or during a lesson.
- ensure that they do not drive whilst under the influence of alcohol or drugs (*some prescription and 'over the counter' medicines can cause drowsiness*).
- should ensure that they do not arrange driving lessons at times when they are likely to be tired, stressed or otherwise distracted.

- must wear suitable footwear and clothing that does not restrict movement or impede their ability to drive safely in any way.

Where spectacles or contact lenses are required in order to meet the eyesight requirement for driving, they must be worn at all times whilst the client is driving.

Behaviour

The driving instructor and Drive Charles Driving School will not tolerate any form of verbal or physical abuse, whether directed at the driving instructor, a driving examiner or any other road user.

The driving instructor reserves the right to terminate any lesson at any stage should, in their sole opinion, they feel that it is inappropriate to continue because of the client's behaviour, sobriety or state of mind. In these circumstances the lesson fee is forfeit and it is at the instructor's sole discretion as to whether further transport is provided. The instructor or Drive Charles Driving School is not liable for any cost of transport procured by the client or arising thereof.

Payments

All lessons must be paid for either in advance or at the start of the lesson. Credit is not offered.

Any client booking a 1 or 2 day intensive course, or 8 or more hours (including time for driving test appointments) in any 7 day period will be asked to pay in full at least 7 days in advance of the first lesson of the booking.

This will be treated as an affirmed booking and if any of the time booked is cancelled after the due payment date, the fee will be forfeit.

Any client booking an intensive course of 3 days or above will be asked to pay in full at least 22 days prior to the course start date.

This will be treated as an affirmed booking and if any of the time booked is cancelled less than 15 days before the first day of the course, the fee will be forfeit.

Payments may be made by cash, internet banking, cheque, PayPal, credit or debit card.

(You will be advised whether Drive Charles Driving School currently has the facility to accept payment by PayPal, credit or debit card).

Where a client falls into arrears with payments, Drive Charles Driving School reserve the right to discontinue tuition until such time as the client's account is brought up to date. This may include withholding the use of Driving Charles Driving School's car for a driving test.

PayPal, Credit or debit card payments for amounts of less than £50 will be subject to a surcharge of £3.

In the event of a cheque or card transaction being returned by your bank, an additional charge of £25 will be made to cover bank charges and administration costs incurred.

In the event of further action being needed to recover any monies owed, further charges may be made to cover costs and administration. The client will be given written notice of other charges added.



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Lesson Fees

Before or on the first driving lesson, the client will be supplied with details of tuition fees.

Any alternation of tuition fees will always be notified in advance and a copy of the new fees supplied as soon as practicable.

Change of Driving Instructor

It is the aim of Drive Charles Driving School to have one instructor conduct all of your tuition in order to aid continuity. However, it might sometimes be necessary that a change of instructor occurs. In these circumstances the client shall have the right to decline lessons from the replacement driving instructor.

Drive Charles Driving School will not be responsible for any losses (eg. test fees) if the client chooses to decline lessons from the replacement driving instructor.

Change of Tuition Vehicle

Tuition vehicles are periodically changed, either permanently, when a vehicle is sold, or temporarily, due to mechanical or other problems.

When it is necessary to use a replacement vehicle for a driving test, every effort will be made to give the client as much notice as possible, in order that time can be arranged for familiarisation with the new vehicle. However, in the case of replacement due to mechanical problems this may not always be possible.

Drive Charles Driving School will not be responsible for any losses (eg. test fees) if the client chooses to decline lessons in the replacement vehicle.

Postponement of Lessons by Drive Charles Driving School

Lessons might sometimes need to be postponed at short notice due to illness, mechanical breakdown or some other emergency or unforeseen occurrence and a mutually agreeable alternative appointment will therefore be made. Every effort will be made to notify the client of the postponement as soon as practicable, however in some circumstances it may be difficult to notify the client in advance of their appointment time.

In all other circumstances, Drive Charles Driving School will endeavour to keep all appointments. However, when it is necessary to alter an appointment, a minimum of 24 hours' notice will be given.

Postponement of Lessons by Client

Any driving lesson appointment which the client does not keep or does not give at least 24 hours' notice of cancellation will be charged for in full.

Any client booking a 1 or 2 day intensive course, or 8 or more hours (including time for driving test appointments) in any 7 day period will be asked to pay in full at least 7 days in advance of the first lesson of the booking.

This will be treated as an affirmed booking and if any of the time booked is cancelled after the due payment date, the fee will be forfeit.

Any client booking an intensive course of 3 days or above will be asked to pay in full at least 22 days prior to the course start date.

This will be treated as an affirmed booking and if any of the time booked is cancelled less than 15 days before the first day of the course, the fee will be forfeit.

Notice of cancellation by the client can be given by telephone directly to your driving instructor or by telephone to the office of Drive Charles Driving School.

The time of cancellation will be deemed to be the time when the message is received by either your driving instructor or by the office of Drive Charles Driving School (not when the message is sent).

When giving notice of cancellation of a driving lesson appointment, please note that there may be a delay in the message being received if you are cancelling at weekends, bank holidays or out of office hours, so please allow extra time to avoid being charged.

Drive Charles Driving School reserve the right to impose a longer period of notice required for the cancellation of appointments on any client who consistently cancels lessons and also to insist on prepayment for all appointments.

Appointment Times

The client should keep a record of appointment dates and times in order to avoid missed appointments (appointment cards are available).

The driving instructor will wait 10 minutes after the appointment time before deeming the lesson to have been cancelled with insufficient notice.

The driving instructor will make every effort to be punctual. However, traffic conditions may sometimes make this difficult, so the client should allow a 10-minute waiting period. Should the driving instructor not have arrived, or made contact with the client during the 10 minute waiting period, the client may assume the lesson to be cancelled.

The lesson will commence either at the appointed time, or the time that the driving instructor arrives, if that is later.

Driving Tests

Driving Tests should not be booked without first ascertaining the availability of your driving instructor and car, and agreement being reached with your driving instructor as to your readiness for the driving test.

Clients should notify their driving instructor of the time, date and location of their driving test as soon as practicable, and the appointment letter must be shown to your driving instructor for verification on the next driving lesson.

No responsibility will be taken by Drive Charles Driving School for incorrect bookings unless the driving test appointment letter is produced.

No responsibility will be taken by Drive Charles Driving School for driving tests booked at times when the driving instructor is unavailable.

Clients will only be allowed the use of Drive Charles Driving School's for a driving test if the driving instructor agrees that the client is at test standard. In the interests of road safety, Drive Charles Driving School reserves the right to withdraw the use of its car for the driving test when, in the driving instructor's opinion, the client is not at test standard.

Where the use of Drive Charles Driving School's car is withheld for a driving test, the driving instructor will, where possible, give the client sufficient notice to enable them to cancel the test without loss of the test fee. This may not always be possible when the course of tuition is of an intensive nature.



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No responsibility will be taken by Drive Charles Driving School for withdrawing the use of its car for the driving test when, in their sole discretion, the driving instructor assesses the client as not being test ready.

Cancelled Driving Tests

When a driving test is cancelled due to mechanical failure of Drive Charles Driving School car, illness of the driving instructor or any other reason that is the responsibility of Drive Charles Driving School, then the client will be entitled to the cost of their next driving test fee to be paid for by Drive Charles Driving School. This is irrespective of whether the client continues to have driving lessons with Drive Charles Driving School.

The next driving test fee will not be paid for by Drive Charles Driving School if the client is given sufficient notice to cancel their driving test appointment without loss of the test fee.

Drive Charles Driving School will not be responsible for any additional tuition fees incurred whilst waiting for the next driving test appointment.

Drive Charles Driving School have no control over driving tests cancelled by DSA. When a driving test is cancelled by DSA the full fees due to Drive Charles Driving School for driving lessons and the use of the car for the driving test are still payable in full, unless cancelled in accordance with the normal period of notice.

When DSA cancel a driving test because there is not an examiner available, it can be possible to claim back any losses incurred by the client, including a proportion of lesson fees. This is the responsibility of the client, not Drive Charles Driving School.

When a driving test is cancelled because the client's documents are not in order, the full fees due to Drive Charles Driving School for driving lessons and the use of the car for the driving test are still payable in full, unless cancelled in accordance with the normal period of notice.

Refunds

When a client pays in advance for lessons at full price, they shall be entitled to a refund at any time of any monies for unused lessons except that all lessons paid for in advance either at full or a discounted rate, by voucher or on-line must be taken within a period of 12 months from the date payment is received by Drive Charles Driving School.

Where a discount is given for the block purchase of lessons, either by or on behalf of the client or via a voucher, no refund will generally be given for unused lessons, should the client cease learning. In exceptional circumstances, any refund will be at the discretion solely of Drive Charles Driving School. Where such a discount has been given for the prepayment of lessons and a refund is granted, the lessons taken by the client will be charged at the full single lesson hourly rate, before any balance is refunded. For accounting purposes any refund will normally be made by cheque.

Special Offers and Discounts

The terms of any special offer such as a 'Pass 1st Time Guarantee' or block booking purchase discount will be fully explained to the client and displayed on the Drive Charles Driving School Website.

The Pass 1st Time Guarantee is only available to those who have not driven before and take all their lessons with Drive Charles Driving School and sit their practical driving tests at a time that the driving instructor considers them ready and to have had sufficient lessons. In the event that the client

fails their first practical driving test the Drive Charles Driving School will pay for the second DVSA test fee only. Drive Charles Driving School will not be responsible for any other losses incurred by the client.

Supervision

For the purposes of assessing, maintaining and improving standards, it may occasionally be necessary for another driving instructor or driving examiner to observe a driving instructor giving tuition. The client may expect an observer to be present on any of their lessons. Notice of this would usually be given in advance of the lesson, however this might not always be possible.

Driving Examiners are periodically supervised conducting driving tests, therefore the client might be accompanied on their driving test by a supervising examiner. This is a legal requirement.

Lessons in Client's Own Car

All driving lessons are normally conducted in the Drive Charles Driving School car. On rare occasions tuition may be given in the client's own car. This will only be done if the individual driving instructor is willing to do so and they may require an initial driving assessment in the dual controlled driving school car before doing so.

The client's car must:

- be legally roadworthy, taxed, insured and have an MOT certificate (when necessary).

- be insured for the use of the driving instructor to give professional driving tuition and for the driving instructor to drive. This must be confirmed in writing by the client's insurance company.

The use of the client's car is entirely at the client's own risk and neither the driving instructor nor Drive Charles Driving School will be held liable for any damage or accident howsoever caused.

There will be no alternation in fees payable in view of the increased risk and responsibility of giving tuition in a non-dual controlled vehicle.

Client's Property

The client is responsible for the care of any property they have with them when attending a driving lesson and should ensure that they do not leave anything behind.

The driving instructor and Drive Charles Driving School will take no responsibility for any loss of, or damage to, any property belonging to, or in the possession of, the client.

Legal Liability

The client, in accordance with road traffic law, is legally responsible for any traffic offences that occur whilst they are in charge of the vehicle. The driving instructor will endeavour to train the client to the highest possible standard, however they cannot be held responsible for the standard of driving or any errors that are committed whilst they are not giving tuition, either before or after the client passes a driving test.

Complaints

If the client is not happy with any aspect of tuition, or of the standard of service offered, they should either raise the matter with their driving instructor or, if they prefer with Drive Charles Driving School, with the



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minimum delay and not later than 7 days from the date of the cause of the complaint.

Every effort will be made by the driving instructor/Driving School to resolve any complaint or issue.

If the client and Drive Charles Driving School cannot reach a satisfactory agreement, then the client can approach 'The Approved Driving Instructors National Joint Council (ADINJC)' or 'The Driving Standards Agency' for non-binding arbitration.

Driving School Details

Drive Charles Driving School
15 Brockwood Close
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01604 759000

Drive Charles and Drive Charles Driving School are trading names of Charles Moffat Consultancy Ltd.
Registered Office: 7 St Pauls Yard, Silver Street, Newport Pagnell, MK16 0EG
Company Registration Number 6966432. Registered in England & Wales.

Client's Details

Name

Address

Licence Number

I have read these Terms and Conditions of Business and I agree to be bound by them

Print Name

Signed

Date

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