

Stewart's Driving School Terms and Conditions

Introduction

The following terms and conditions basis upon which I offer driving lessons and courses to you (the student)

General Conduct

I will be courteous, polite, tidy and punctual. I will behave in a professional and ethical manner at all time. My training car will be well maintained, clean and tidy (weather permitting). My car is fitted with dual-controls and is fully insured for driving tuition purposes. I will not use your lesson time for any other form of business, personal or otherwise without your express permission.

Qualifications

I am a legally authorised to give driving tuition in the UK by the Driver and Vehicle Standards Agency (DVSA). I am also proficient in the use of the LD system of driving tuition.

Driving License and eyesight

As required by law, you must hold a current, valid driving license (provisional or full), which must be produced on or in advance of your first driving lesson. You must also check you can read a number plate at a distance of 20.5 metres with prescribed visual aids if normally worn. Please note if you need contact lenses or glasses to achieve this you must make sure you wear them on each and every driving lesson.

Safety, Comfort and well being

Safety is a shared responsibility as identified below:

- a) In the interests of comfort and safety you are advised to wear suitable clothing and footwear.
- b) It is important you act responsibly at all times and give your undivided

attention to the driving task at hand.

Should anything be distracting you during the lesson it is important.

Should anything be distracting you during your lesson it is important you make me aware of this fact even if it something I am doing. Similarly, if you are feeling uncomfortable or uneasy about any driving task please let me know. I will be grateful for your feedback and I think no less of you for doing this.

- c) In an emergency situation it is important to follow my instructions and allow me to take control of the steering wheel and/or the dual controls if necessary to avoid an incident. I will advise you why my actions were necessary and help you to calm down and discuss what can be learned rather than who was to blame.
- d) I will do my best to deliver any instruction in a calm and measured manner. You can be assured I will not use suggestive behaviour and/or physical contact.
- e) You must note and advise me of any medication you are taking which may affect your ability to drive safely.
- f) In the event it becomes apparent you are unable to concentrate due to illness, tiredness and your emotional state of mind I reserve the right to terminate the lesson early or choose an alternative learning activity which can be undertaken safely.

Driving under the influence

to ensure the safety of you, me and other road users I reserve the right to cancel any lesson if you are or I suspect you are under the influence of drugs or alcohol. If this occurs the full lesson fee for that period will be lost.

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Lesson postponement

You may lose payment for any lessons booked in my diary which are cancelled by you if it is within a 48 hour period prior to the planned lesson especially if I am unable to obtain a new replacement for these appointment times. I reserve the right to postpone lessons if I consider the weather or road conditions to be unsuitable or dangerous, I will do my best to rearrange them. If a new appointment time cannot be agreed costs will be incurred for the postponement.

Punctuality

You should be punctual for your lesson appointment. I would normally wait 15 minutes before abandoning the lesson and lesson fee will be forfeited. A reciprocal waiting time may become necessary. If I am delayed due to unforeseen circumstances, I will do my best to contact you to let you know as early as I can and will make up the lesson time.

Payments

Payments for all types of lessons and courses must be made at least 48 hours in advance of the lesson appointment. This payment can be made either in cash, bank transfer, paypal or card payment. Refunds are not available including block booking payments. In the event you decide to cancel the training once the booking has been accepted by me and placed in my diary.

The Driving Test

- a) Bookings: Driving tests can be booked by you or me. Driving tests always take priority over lessons therefore, your lesson may be postponed to allow for someone else's driving test and vice-versa. Changes to lesson bookings will be notified immediately. Test appointments must be agreed with me first otherwise there is no guarantee my car can be provided.
- b) Use of vehicle: in the interest of safety I reserve the right to withhold the use of my training car for the test if, in my opinion your driving is actually or potentially dangerous – behaviour which if repeated on the test would result in a test failure.
- c) Test Cancellation: three working days (Sundays and public holidays don't count as working days) notice of test cancellation or postponement is required by the DVSA. Therefore, to cancel a test booked for Friday you need to do this online no later than the preceding Monday thus giving three clear working day. 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 you of the DVSA.

Acknowledgement

By agreeing to book a lesson appointment you have confirmed that you agreed to adhere to the terms and conditions of Stewart's Driving School. Nothing in these terms will reduce your statutory rights. If you have any doubts about your statutory rights please contact your local Trading Standards Department of Citizen's Advice Bureau.