

Terms of Service – Student Copy

Introduction;

The following terms and conditions represent the basis upon which driving lessons and courses are offered to you by your local Surviving Driving (SD) instructor. Please note the contract for service is between yourself and the local SD instructor. Each SD instructor operates his or her own business under franchise from Surviving Driving and has agreed to be bound by the following terms and conditions. **Please note that all major driving schools in the UK (e.g. BSM and the AA) operate in this way with self-employed franchised instructors**

1.General Conduct:

All SD instructors are bound by a professional code of conduct. Your instructor will be courteous, polite, tidy and punctual. He or she will also behave in a professional and ethical manner at all times. Your instructor's car will be well maintained, clean and tidy. All cars used are fitted with dual-controls as part of their standard equipment. The cars are of course fully insured for driving tuition. SD instructors will not smoke in the car while giving tuition, nor will they use your lesson time for any other form of business, personal or otherwise.

2.Qualifications

As a minimum your SD instructor will be licensed by the Driving Standards Agency (DSA) to give driving tuition.

3.Driving License & 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

Payment must be made by the pupil to the instructor in full on completion of the lesson. All block bookings must be paid for in full at the time of booking.

5.Postponement

Provided the SD instructor 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 of the instructor, be lost or charged. Your instructor reserves the right to postpone lessons if he or she feels that the weather or road conditions are unsuitable or dangerous. The SD instructor cannot be held responsible for any costs incurred as a result of him or her having to postpone any lessons, for whatever reason.

6.Driving Tests

A. Bookings

Driving tests can be booked by you or by your instructor. 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 your instructor as soon as they are known, otherwise he or she cannot guarantee to provide a vehicle for the test.

B. Use of Vehicle

In the interests of customer and public safety your instructor reserves the right to withhold the use of a car for the test if, in their opinion, your driving is actually or potentially dangerous. There is also a two hour charge for car rental during the test.

C. Test Cancellation

Three clear working 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. Your instructor cannot be held responsible for any postponement or cancellation of tests by the DSA. However, he or she 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 their own interests learners are advised to be punctual for their lesson appointments. All such appointments should be recorded (and checked where possible by their local SD instructor) in their Appointment Record Card to ensure that mistakes are avoided. The instructor would 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 the instructor is delayed due to unforeseen circumstances. Any lesson time lost as a result of this would be made up by the instructor either at the end of the normal lesson time if possible or at a later date.

8.Learner Comfort & Safety

In the interests of comfort and safety learners are advised to wear suitable footwear and clothing which does not restrict movement. Learners must also take note of any medication they are taking that may affect their ability to drive safely and advise their instructor accordingly before taking any lesson booked.

9.Your Statutory Right

Nothing in these terms and conditions will reduce your statutory rights relating to faulty or misdescribed goods or services provided. SD instructors 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.

Instructors Signature	Pupils Signature
Date	Date