



DRIVE WITH ESTHER

Terms and Conditions of Service

1. Introduction

The following terms and conditions represent the basis upon which I (the driving instructor and owner of Esther's Driving School) offer driving lessons to you (the student/client).

2. Qualifications

I am legally authorised to give driving tuition in the UK by the Driver and Vehicle Standards Agency (DVSA).

3. Entitlement to Drive

In order to have driving lessons you must: be aged 17 or older (16 or over if disabled) and hold a driving licence that is valid for the UK (provisional, full or appropriate foreign licence). It is your responsibility to provide proof that you have a valid licence to drive. It is your responsibility to inform me of any medical condition, disability or injury that may affect your ability to drive.

4. Eyesight

You must check you can read a number plate at a distance of 20.5 metres (about 5 car lengths) with any prescribed visual aids if normally worn. Please note that if you need contact lenses or

glasses to achieve this you must make sure you bring and wear them on any driving lesson.

5. General Conduct

I promise to always be polite, courteous, tidy and punctual. I will always act in a professional and ethical manner. My training car will always be well maintained, clean and tidy (weather permitting). The car used on your lessons is fitted with dual controls and is fully insured for the purpose of driving tuition. The vehicle is strictly a no smoking environment. No lesson time will ever be used for any other form of business, personal or otherwise without your express permission.

6. Safety

Safety in lessons is paramount at all times. The responsibility for this safety is shared at all times between the driving instructor and student

* suitable footwear and clothing must be worn.

* It is important to act responsibly at all times and give the task in hand your undivided attention. Should anything be distracting you during your lesson or you feel uncomfortable or uneasy about any driving task please let me know.

* In an emergency situation it is important that you follow instructions and allow me to take control if I need to. This may be in the form of verbal instructions, taking control of the steering wheel or using the dual controls to avoid an incident. Please remain calm and I will find a safe place to pull up and discuss the situation and help you calm down if needed. There is no blame and any subsequent discussion will focus on what can be learnt.

* I promise to deliver any instructions in a calm and

measured manner and not to use improper language.

* You must advise me of any medication that you are taking that may affect your ability to drive.

* In the event it becomes apparent that you are unable to concentrate due to illness, tiredness or your emotional state of mind I reserve the right to end the lesson early.

* To ensure the safety of you and other road users I reserve the right to cancel any driving lesson if I suspect you are under the influence of alcohol, drugs or legal highs. If this occurs the full lesson cost will be charged.

7. Behaviour

I will not tolerate any form of verbal or physical abuse, whether directed at me, a driving examiner or another road user. I reserve the right to terminate any lesson at any stage if I feel it is inappropriate to continue because of your behaviour, sobriety or state of mind. The lesson fee will be forfeit.

8. Lesson Fees and Payment

Before lessons commence all lesson fees will be agreed. Any alteration in training fees will be notified in advance.

All lessons must be paid for in advance of the lesson either by bank transfer or cash by arrangement.

Any payments made in advance are non-refundable in the event you decide to cancel the training once the booking has been accepted by me and placed in my diary. This does not in any way affect your statutory rights. I have a statutory obligation to provide you with the goods and services fit for the purpose they were bought and as described.

9. Cancellations and Postponements

If you need to cancel or rearrange a booked driving

lesson (e.g. for a hospital visit) I appreciate as much advanced warning as possible. If you give me less than 48 hours' notice, and I am unable to obtain replacement work for that appointment time, you will be charged the full amount for that lesson.

Lessons might sometimes be postponed by me at short notice due to illness, weather, mechanical breakdown or some other emergency or unforeseen circumstance. In this case a mutually agreeable alternative lesson will be offered.

10. Punctuality

It is in your own interest to be punctual for lesson appointments. I will normally wait for you for a maximum of 15 minutes before the lesson is abandoned and the fee forfeited. Unfortunately, it is not possible to make up lesson time if you are late.

If I am late or delayed due to unforeseen circumstances I will make up any lesson time lost at a mutually agreeable time.

11. The Driving Test

* Bookings. Driving test bookings are normally made by the student for a mutually agreeable time and date. Test appointments must be notified to me as soon as they are known to you. 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. Any changes to lessons as a result of this will be notified immediately.

* Use of vehicle. In the interest of customer and public safety I reserve the right to withhold the use of the training car for the test if, in my opinion, I do not consider you ready for the test.

* Test Cancellations. Three clear working days (Sundays and public holidays do not count as working

days) notice of cancellation or postponement is required by the DVSA. Failure to provide the required notice will result in the loss of your test fee.

If a driving test is cancelled due to the mechanical failure of the car, illness of the instructor or any other reason that is my responsibility the client will be entitled to the cost of their next driving test to be paid by the instructor. However, I will not be responsible for any additional tuition fees incurred whilst waiting for the next test appointment.

* Cancellations

I cannot be held responsible for any cancellation or postponement of tests either by you or the DVSA. When a test is cancelled by you or the DVSA the full fees are still payable for any driving lessons booked and the use of the car for the driving test unless cancelled in accordance with the normal period of notice. When DVSA cancel a driving test because there is not an examiner available it can be possible to claim back any losses incurred by the client. This is the responsibility of the client not the driving school.

When a driving test is cancelled due to the client's documents not being in order, or for failure of the eyesight test, the fees for the lesson and use of car are still payable in full.

12. Complaints

If you are not happy with any aspect of tuition, or the standard of service offered please raise this with me (within seven days of the date of the cause of complaint) and I will do my utmost to resolve the matter.

Thank you.

Below you have my signature to acknowledge my acceptance of the above:

Instructor:

Date:

And I would be grateful if you would sign below to acknowledge your acceptance of the above:

Student:

Date:

Counter signature by parent or guardian if student below 18 years of age:

Name:

Signature:

Date:

Esther Eatwell
1st June 2024