

# PERFECT DRIVING

## TERMS AND CONDITIONS

These Terms and Conditions are the standard terms which apply to the provision of driving tuition by Saphal Acharya is an "Instructor" of Perfect Driving, Hinckley, LE10 1EG to students that require such tuition; and where the Student is a "Consumer" as defined by the Consumer Rights Act 2015.

### DRIVING INSTRUCTOR

1. I am a self-employed independent driving instructor and am not employed by a driving school; and
2. I am registered with the DVSA as an Approved Driving Instructor (ADI) and My ADI registration is up to date. I shall display My current DVSA ADI registration certificate in any vehicle that I use for a lesson, and I will ensure that ADI certificate is kept up to date at all times.

### DRIVING LESSONS: BOOKING, CANCELLATION & DELAYS

1. You and your instructor are responsible for agreeing on all matters relating to the timing, location and duration of individual lessons.
2. You must notify your instructor of any matters which affect your ability or entitlement to have driving tuition, for example, but not limited to, any lack, or loss, of a valid UK provisional driving licence.
3. If you or your instructor wish to cancel a lesson a minimum of 48 hours prior notice should be given. If your instructor cancels a lesson without giving this minimum period of notice your instructor shall rearrange the lesson. Cancellations by you must be directly between you and your instructor.
4. If you do not give at least 48 hours notice of cancellation you will be charged for the lesson(s) concerned in full. Please note that in the event of you having booked your driving test, the Driver and Vehicle Standards Agency (DVSA) stipulates that you need to give three clear working days to cancel your test. This may mean that you may/will lose your DVSA test fee if your instructor says you are not ready for the test within this three-day notice period.
5. If you know you are going to be late for a lesson, you should contact me to tell me. If you arrive (or are not ready) later than 15 minutes after the scheduled start time for Your booked lesson, I will try to provide that lesson but if I decide that I cannot do so, the lesson will be treated as cancelled without notice by You and, if I then decide to make a charge for that lesson cancelled without notice.
6. You will be contacted if the instructor will be late (if the instructor is late the time will be made up at the end of the lesson or when mutually convenient to both parties).
7. In case of bad weather the instructor will put safety first and it will be their decision whether the lesson takes place

### FEES & PAYMENT

1. You must pay my fees for all lessons, and I will charge for lessons on an hourly basis.
2. Perfect Driving reserves the right to change lesson prices at any time however 28 days notice will be provided for the learner.

3. You shall make payment to me of my fees in advance by bank transfer or cash on the day, I shall give you a receipt if required from you.

#### DRIVING TESTS

1. I shall discuss driving tests with You and inform You when I feel that You are ready to take a test;
2. You shall be responsible for booking theory and practical tests. It shall be Your responsibility to check the details of the test on Your DVSA confirmation letter;
3. If you book a test, you must check with me before booking to ensure that I consider that you are ready for a test;
4. You must provide me with a confirmation of your driving test booking.
5. When You attend a test, you must take all required documentation with You. If You do not, your test may be cancelled and You would then lose Your test fees;
6. If I have given You permission to use My vehicle for Your test but it breaks down or is otherwise unavailable or unusable on the date of the test, I shall use My reasonable endeavours to arrange an alternative vehicle. If this is not possible, I shall pay for the replacement test;
7. If Your test is cancelled by the DVSA giving You insufficient time to provide me with the required cancellation notice of a booking, you must still pay my fees for my time and/or the use of my vehicle.
8. If You have a test booked and, in My opinion, you do not make the expected progress in Your lessons between the date of booking and the test date, I may decide not to permit You to use My vehicle for Your test and I will not be responsible for any fees that You pay for the test which are lost.

#### REFUNDS

You are entitled to cancel your prepaid tuition at any time (for the provisions relating to the cancellation of individual lessons please see 'Cancellation of lessons' above). If you have not taken any lesson(s) at the time of cancellation you will be entitled to a full refund of any amounts paid directly to me.

1. If you have taken lesson(s) at the time of cancellation you will not be eligible for a refund on any lessons taken
2. Refund of partial block booking will be made pro rata on any lessons not taken.
3. Refunds are only made via bank transfer and may take up to 7 working days to reach your account
4. You cannot sell or transfer lessons to any other person, which have been purchased in your name

#### MY OBLIGATIONS

I shall, at all times:

1. Use my reasonable endeavours to provide driving instruction at the agreed lesson times;
2. use my reasonable endeavours to train You to a high standard, but shall not be responsible for any errors made by you;
3. Be professional and courteous towards you and other road users;
4. Act in accordance with the DVSA Code of Practice for Approved Driving Instructors and

5. Act in accordance with the law.

## YOUR OBLIGATIONS

1. You confirm that, in connection with your request(s) to receive driving tuition from me, you are and will be a “consumer” as defined above;
2. You must hold a valid UK driving licence (either provisional or full);
3. You must always have your driving licence with you during lessons;
4. If you have been banned from driving and are training for a retest, you must be legally entitled to take tuition and must present proof to me of that entitlement;
5. You must demonstrate your ability to read a number plate from the distance specified in the Highway Code;
6. You must always wear any relevant prescribed glasses or contact lenses;
7. You must inform me of any medical conditions or prescribed medication which may affect Your driving ability; and
8. If you fail to comply with one or more points above, or I find that you are not a “consumer” (as defined above), I may immediately cancel one or more lessons. If I do so, I may at my discretion still charge for the cancelled lessons.

## VEHICLES & INSURANCE

I shall ensure that the tuition car that I provide are fitted with dual controls, are fully roadworthy, taxed, have a valid MOT (where relevant), and are fully insured for the purposes of driving instruction.

## ACCEPTANCE

By signing (accepting) this document, you are confirming that you are 18 years of age or over and have read, understood and agree to be bound by these Terms and Conditions.