

## Terms & Conditions of Tuition:

1. If you have chosen to take driving lessons, this agreement is between you and your allocated Driving Instructor. No liability shall arise or exist between you and Relax Driving School.
2. If you have opted to pay via Bank Transfer (BACS) at the discounted lesson price, should you switch to Cash (either temporarily or permanently) then you will no longer receive the discount and full lesson price must be made.
3. All payments are non refundable. In exceptional circumstances, and at your instructors' sole discretion, any agreed refunds will be made by your driving instructor direct to your chosen Bank account. Relax Driving School is not responsible for any payments that you have made directly to your instructor. Any refund made will incur a £4.50 administration charge. There is strictly NO REFUNDS on the introductory offers as they are heavily discounted.
4. If you have taken an introductory offer of 10 hours, 3x 2 hours are used at the start of training & the remaining 2x 2 hours are saved for week of your test
5. If you have taken an introductory offer of 8 hours, 3x 2 hours are used at the start of the training and the remaining 2 hours are saved for the day of your test.
6. Cancellations must be made prior to midday the day before your lesson. If this is not met, your Instructor reserves the right to charge you, in full, for the cancelled lesson (Your instructor may operate a 3 strike policy). If your instructor arrives at the pick-up point and you are not available for the lesson, then a full charge will be made and we may terminate your lessons.
7. If it becomes apparent (in the opinion of your instructor) that you have taken driving tuition previously, but have claimed the introductory discount offer, then the offer will be cancelled and standard lesson rates will apply to all lessons.
8. We only offer 2 hour lessons. It is at your instructors own discretion as to whether they will provide any shorter lesson duration and an additional £3.50 charge will apply in that event. Lessons in excess of 2 hours do not attract this additional charge.
9. Where an offer is taken that includes a free Theory Test, should you cease lessons for any reason whatsoever, then the offer of a free Theory test is lost and no refund or alternative will be made available.
10. No refunds can be claimed (lesson or test fees) after a period of 3 calendar months since your last lesson, unless otherwise previously agreed with your Instructor.
11. The driving school allows 15 minutes waiting time for your instructor, due to unforeseen delays such as traffic, late tests etc. In the event of your instructor running late, they will endeavour to contact you by phone/text to advise you of this or to rearrange lesson.
12. Due to operational reasons, it may, from time to time, be necessary to rearrange your lesson appointments, either on a temporary or permanent basis. Your instructor will give you as much notice as possible in this event.
13. Your Instructor has the right to suspend or terminate lessons where they feel you are not making sufficient effort to study for the Theory Test using the Theory Test Pro website as supplied, which affects your driving progress. We also reserve the right not to book your Theory and/or Practical Test if we feel you are not ready to take them. You may wish to book them yourself, however, this will be at your own expense and not refundable (see also 14 below)
14. We reserve the right to refuse the use of our cars for your test, if your instructor deems you not to be to the required standard. In this event, you will need to change the test date OR obtain use of a private car for the purpose of the test. No refunds will be given if you choose to use a different vehicle. Neither Relax Driving School nor your instructor is responsible for any tests postponed or cancelled by the DVSA.
15. In the event of a breakdown/fault with the vehicle in which you have been learning to drive, or for any other reason, we reserve the right to rearrange your lesson to a time convenient for both you and your Instructor, subject to availability.
16. In the event of you missing 3 or more consecutive lessons, Relax Driving School and your instructor reserve the right to suspend or terminate your lessons without refund. If your Instructor cancels 3 or more consecutive lessons with less than 24 hours notice, you may claim a refund of all outstanding monies and cease lessons OR claim a free 2 hour lesson.
17. We reserve the right to refuse or terminate a lesson and/or any further lessons should you appear to be under the influence (or suspicion of) alcohol, drugs or any other substance that would contravene road safety or the law. For the avoidance of doubt, this would include excess tiredness and illness.
18. As the Pupil is the driver, you are solely responsible for any motoring offences committed whilst you are in the drivers seat and therefore in control of the vehicle. Your Instructors liability will only extend in so far as doing anything reasonably possible to prevent any offence from being committed by you. Whilst the vehicle is on Test, you are responsible for driving in a safe & legal manner. Neither your instructor nor the DVSA examiners are responsible for any offence or accident whilst you are in charge of the vehicle.

## Terms & Conditions for Pupils who have booked the **Driving Test Rescue Course**, which are in addition to those shown above.

19. Before your Instructor commits to your test date, you will be required to undertake an **Assessment Drive** with them which is conducted in the style of a **Driving Test**.
20. It is at your Instructors sole discretion as to whether or not they feel you are ready to sit the practical test, regardless of past instructors comments or if there have been previous tests undertaken. Relax Driving School cannot, in any event, override your instructors decision.
21. Your Instructor may require you to take further lessons to get you to Test Standard and/or recommend changing your Test date in order to give you sufficient time to get you to the DVSA Test Standard. If this requirement is ignored, **we will not present you for your Driving Test**.
22. We cannot guarantee availability of lessons, but your Instructor will do their best to meet your needs, but you will need a flexible approach to your availability.
23. Your Instructor has the right to refuse further lessons and/or test if, in their opinion, your driving falls well below the required DVSA Test Standard
24. You must provide, either printed or via email, **evidence of the Driving Test Booking as supplied by the DVSA**. Should you thereafter change your Test Date without Authorisation from your Instructor then we are not liable for loss of test/car hire fees should your Instructor be unavailable.
25. We are not responsible should you be unable to pass the test prior to any important dates eg: Holidays, Employment Requirements, Theory Test Expiry etc

I declare that I have read, and understood the above Terms & Conditions \*[1-18] or [1-25] and accept that this agreement is between myself and my Driving Instructor. I also confirm that I have been given a copy of these Terms & Conditions.

\*Delete as appropriate

Signed..... Print name..... Dated.....