

## Terms & Conditions of Tuition:

1. The Introductory offer of the first 2 hours for £45 is open to all new pupils but can be claimed only once per person.
2. 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.
3. We only offer 2-hour lessons. It is at your instructor's own discretion as to whether they will provide any shorter lesson duration. Where the pupil requests a 1 hour or 1.5-hour lesson, these will incur an additional charge. (Manual 1hr £45, 1.5hr £55)
4. Payments are to be made by Online Bank Transfer the day PRIOR to your lesson as the preferred payment method. If cash payment is unavoidable, then payment is to be made at the start of the lesson. No change is given - any over payment will be credited against a future lesson. Cards/Cheques not accepted.
5. Money Back Guarantee: Any refunds (Subject to 7 below) will be made by your driving instructor direct to your chosen Bank account. All refunds from block bookings will be recalculated so any used lessons are charged at full standard hourly rates. You will be refunded the balance, less £4.50 administration fee.
6. Relax Driving School or 1<sup>st</sup> 4 Driving Ltd is not responsible for any payments that you have made directly to your instructor. No claim against the Relax Driving School or 1<sup>st</sup> 4 driving Ltd will be entertained and no discussion entered into. Relax Driving School & 1<sup>st</sup> 4 Driving Ltd acts purely as an agent on behalf of the allocated driving instructor to manage & book driving lessons. All our Driving Instructors that we manage are self-employed and are therefore responsible for delivering your lessons and refunding any owed money.
7. 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.
8. The driving school allows 15 minutes waiting time for your instructor, due to unforeseen delays such as traffic, late tests etc, so your patience is appreciated. 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 the lesson.
9. Due to operational reasons, it may, from time to time, be necessary to rearrange your lesson appointments, either on a temporary or permanent basis
10. 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, 1<sup>st</sup> 4 Driving Ltd or your instructor is responsible for any tests postponed or cancelled by the DVSA.
11. 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.
12. 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.
13. 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.
14. If your instructor cancels your lesson under the suspicion that you have taken drugs, have been drinking, or otherwise unfit to drive, you will still be charged for the lesson or time that was booked. The instructor may also choose to stop providing you with Driving Lessons.
15. As the Pupil is the driver, you are solely responsible for any motoring offences committed whilst you are in the drivers' seat & therefore in control of the vehicle. Your instructor's 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. Damage to the vehicle whilst on test and in your sole control, you may be liable for damage costs and/or Insurance excess being charged to you. Neither your instructor nor DVSA examiners are responsible for any offence/accident whilst you are in charge of the vehicle.
16. Once you pass your driving test, your driving instructor may ask you if they can take a picture of you, with your pass certificate in front of our car. We may use this picture on our website and in any future advertising we carry out. Once permission is given by allowing the taking of the picture it becomes the property of Relax Driving School.
17. We have no control over the availability of Theory and Practical Tests provided by the DVSA nor are we responsible for any changes made by the DVSA
18. If requested, all Pupils MUST wear a face covering and use the sanitizer provided. Your Instructor will also take your temperature using a non-contact method. The lesson may not go ahead if the Instructor feels that you are showing possible symptoms of COVID-19/cold/flu or provide an abnormal body temperature.

## 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 instructor's 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 nor 1<sup>st</sup> 4 Driving Ltd cannot, in any event, override your instructor's 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, however, 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 key 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/retained a copy of these Terms & Conditions.

\*Delete as appropriate

Signed..... Print Name..... Dated.....



## **Frequently Asked Questions**

### **Q - How long will it take me to learn to drive?**

This depends very much on yourself! There are a lot of factors which will affect the speed at which you learn to drive such as Confidence, number of lessons each week, frequency of lessons, your alertness. Late nights, excess tiredness, illness, lack of enthusiasm, lack of theory learning will all extend the amount of time it takes you to learn.

### **Q - How many hours will I need?**

As above, there are many factors which affect learning. The DVSA state that the average learner will need around 40 hours of professional tuition along with 22 hours of private practice. This is based on 1x 1-hour lesson per week. This is greatly reduced by taking 2-hour lessons.

### **Q – What car will I take my test in?**

Most pupils simply take the test in their instructors' car. You may, subject to having a suitable vehicle, take the test in your own/family members vehicle. The vehicle must meet certain conditions laid out in Law and by the DVSA

### **Q - How long does the Theory Certificate last? Can It be extended due to COVID?**

It lasts for 2 years from the date you passed it. If you do not pass your practical test on or before the 2 years have expired, you will need to sit the Theory Test again. You cannot extend the Theory Certificate for any reason (including COVID) The law states that you must sit the Practical (Driving) test within 2 years of passing the Theory Test.

### **Q - Does the Driving Test fee include the car Hire for the test?**

No. The test fee is set by the DVSA and does not cover the use of the car. The cost of Car Hire for the purpose of the driving test will be explained by your instructor.

### **Q - What happens if I fail my driving test and do I need to continue lessons?**

We would book you another test as soon as possible, however we would strongly recommend that you continue with lessons in order to not only keep up the practice but also to rectify what caused the fail.

### **Q - Is it true that examiners have set pass and fail rates?**

No. If you drive to the required standard, you will pass your test. It does not matter what day/time you take your test. You will be tested fairly.

### **Q - Can my instructor come with me on my driving test?**

Yes, the examiner will ask you before your test begins if you want your instructor to come with you. They cannot take part in the test and should you ask your instructor a question, they cannot reply. (Subject to COVID restrictions)

### **Q - I can't find my licence. Do I need to have it for the test?**

YES! It's an absolute must-have. Without your provisional licence, you will not be able to sit either the Theory or Practical Test.

### **Q - Can you pick me up from somewhere other than my house?**

Yes, that's fine. As long as your instructor knows in advance and can still get to/from other pupils in time then this is not an issue.

### **Q - How do I pay for my lessons?**

You must pay for all lessons, whether weekly or block bookings, along with both your Theory and Practical tests, prior to taking them. No lessons are given 'in credit'. Payment should be made no later than the day prior to your lesson via Bank Transfer. Cash accepted only by prior arrangement with your instructor. No cards or Cheques accepted. Your Instructor will provide their Banking details to you on request.