# Terms and Conditions of service

Please read the below terms and conditions carefully. I will ask you to sign them (either electronically or in person). This will show your understanding of the agreement we are both entering into and give you a clear framework as to what to expect from me as well as what commitment you are making in booking driving lessons with me.

## 1. Legal requirements

- I am a fully qualified ADI, legally authorised to give driving tuition in the UK by the DVSA, in any insured vehicle where I display my badge.
- To take driving lessons in the UK, you must hold a current and valid driving licence. I will ask you at booking to prove this by sharing a check code and licence number with me to allow me to see the electronic details of your licence. I will also ask you to allow me to see and confirm your photograph on your licence when we first meet.
- Another national requirement is that you must be able to read a number plate from 20.5 meters (with contact lenses or glasses if normally worn). I will ask you to demonstrate your ability to do this this upon our first meeting.

## 2. Safety

We both have a vested interest in our safety during your driving lessons.

- Please wear suitable clothing and footwear to allow full, safe vehicular control.
- The law bans the use of a hand-held mobile phone, tablet, smart watch or similar whilst in charge of a vehicle, I strongly recommend that you silence any such distractions prior to your lesson start and expect to be required to pull up safely and switch the engine off before accessing any such device, which is the legal minimum.
- Whilst I can advise on ideal locations to store items belonging to students, Pass With Suzanne is not responsible for their safety. In the event a possession is left in the car I will aim to return it to the owner as soon as is practical for me. Please be aware that I cannot take responsibility for your belongings.
- Please ensure that you are able to focus on your driving. Please inform me of any distractions or anything else that is making you feel uncomfortable or uneasy (within the lesson or in your wider home or work life).
- In an emergency situation, I may have to give instructions and / or take control of the steering and / or use the dual brake. As soon as we can safely do so, we will review so that I can explain my actions. The focus will always be on learning and not to blame.
- I will always use a calm and measured approach, even in an emergency.
- You must inform me in advance of your lesson (with as much notice as possible) of any medication that you are taking or illness symptoms that you currently have that may affect your safe driving so that we can make an informed decision as to whether the lesson can safely (even legally) take place.
- If I judge that you are unable to concentrate (be that due to illness, tiredness or state of mind), I reserve the right to alter the learning activity to something that can be done safely, and / or to end the lesson early. The lesson will still be chargeable in full.
- For the safety of all, I reserve the right to cancel any lesson where you are or are suspected to be under the influence of any substance (legal or illegal) that affects your ability to drive. The full fee would still be chargeable for this lesson, and I reserve the right to terminate any future booking.
- It is your responsibility to keep me informed of changes in contact details including for emergency use.

## 3. Lesson bookings

- On evenings and weekends, I only offer 2 hour lessons due to the very high demand for those times. Weekday daytimes, I offer the choice of 2 hour or 90 minute lessons to suit the individual.
- I am very happy to do a taster lesson whether for a learner or someone returning as a full licence holder.
- If this taster lesson is with a mind to possibly continuing with a series of further lessons, then a suitable diary space needs to be available to provide that option before the taster lesson can be booked.
- If the lesson booked is one-off for a full licence holder to try driving an automatic car after previously using a manual, the minimum booking is 2 hours.
- Any booked lesson which you cancel or postpone within 48 hours of the start time will be chargeable unless I am able to find another student for that week's diary slot or I choose to waive the charge for extenuating circumstances. Please refer to my 'Health safeguarding' additional T&C.

- If a period of absence of more than two lessons is required by the student, I require a deposit for the full cost of the first lesson back. Please see the full details on the additional appendix document to be found on the website (section: 'Student-required pause of lessons')
- I reserve the right, with fair notice, to terminate future lesson bookings if circumstances have meant that more than a couple of lessons have been cancelled by the student for any reason.
- Any lesson cancellation by the student is only confirmed as such when a reply is received from the instructor.
- If you, the pupil, cannot commit to regular lessons, your slot in my diary cannot be guaranteed.
- If a change in your diary means that your current driving lesson slot is not practical any longer, I cannot guarantee being able to give you a new lesson slot. I will advise you of any suitable upcoming availability, but this may be some months ahead or even no foreseeable date at all, depending on my own work hours and days, commitments, etc. I am not willing to disrupt the learning of another student to fit in lessons of a student whose diary has changed.
- Pupils cannot sell or transfer purchased lessons to another person than that booked with me.

## 4. Punctuality

- On the morning of each lesson day, I will text you as a reminder of the lesson booking. My attendance to the lesson depends upon you replying by text to confirm the lesson early enough to allow me time to travel to your location. Confirmation earlier than just before I need to leave is appreciated as it facilitates me planning the use of my other time.
- Please be punctual for your lessons to make best use of the time you are paying for. I will only wait for up to 15 minutes after your booked start time unless you have contacted me to advise that you are definitely on your way. If I am waiting and am unsure of your whereabouts, I will attempt to make contact with you by phone call, text and in person.
- If you, the pupil, are late, your lesson will finish at the time originally booked and will not be extended. Full price will be still chargeable for the time booked.
- Any lesson where I have attended is chargeable (i.e. if cancelled after confirmation for whatever reason).
- If unforeseen circumstances such as unexpectedly heavy traffic delay my arrival, I will endeavour to contact you to advise this and make up all lesson time in full to mutually suit both of us.
- Whilst I will do my utmost to ensure punctuality for the end of the lesson, I cannot be held responsible for factors outside of my control making us finish beyond the planned time.
- I cannot be held responsible for withholding the use of the vehicle for any lesson or test due to mechanical failure.
- Lessons will start and finish at the place agreed at the time of booking which, by default, is your home address. If you wish to request changing the start or end location, I reserve the right to refuse or charge any extra travelling time by deducting it from the lesson duration.

## 5. Payment

- Any new booking is only confirmed when the licence check is completed, and payment has been made. Beyond this, regular driving lessons can be paid for on the day, but payment must be received before I need to leave to travel to you, and cancellation at such late notice does still require payment.
- In the event of more than one such late-notice cancellation, I reserve the right to request a refundable deposit to be held against any such cancellation.
- If there are any outstanding payments arising from short notice cancellations, no further lessons will be booked until this is fully paid.
- Any refund (for example for lessons paid for but not yet taken) is subject to a £15 administration fee.
- If you have bought lessons in bulk and decide to cancel, the remaining funds are owing to you, less the cost of any lessons cancelled at short notice (see section 3) The bank details for transferring the money back to you need to be sent within one calendar month of your cancellation so that I can action the refund. I am not prepared to hold money for future lessons in case you decide to resume as I cannot guarantee future availability.
- I define my customer as the student with whom I am working on driving lessons. If a pre-payment is made by someone other than the student, it will be treated as if they made the payment directly. The individual making the pre-payment (the 'non-customer') has no rights to the funds, any interest on them, or any claims under these terms. Pass with Suzanne provides services only to those taking lessons and operates the pre-payment scheme for their benefit. Students are the only ones entitled to refunds, as outlined in these terms.
- Failure to provide the requested bank details to enable the refund within the specified calendar month of cessation of lessons will render the those funds forfeit.
- I reserve the right to change lesson prices, with a minimum of two weeks' notice given. Current prices are always displayed on my website.
- Lessons paid for in advance of any price increase are fixed at the price of purchase.
- Additional charges are made for anti-social hours lessons and tests. See my website for up-to-date details.

## 6. Lessons in your own vehicle

- My default tuition method is to teach students to drive in my own instruction vehicle. This is the safest method because I have dual controls fitted and I am trained to use them.
- I am prepared to teach in a student's own vehicle, but only when the student has proved their ability to drive without needing the safety of dual controls.
- When delivering lessons within the pupil's own vehicle, I am not responsible for its mechanical soundness; its legal roadworthiness; the student's level of insurance cover for the lessons; the level of fuel within the vehicle; mechanical breakdown; minimum visibility due to cleanliness, snow or ice; or accidents.
- If required to drive your vehicle, I will request the express permission of the vehicle owner to do so, and my own vehicle insurance will cover my driving on a third-party only basis.
- I require students when booking lessons in their own vehicle to take responsibility for all of the above detailed elements and lessons not possible owing to some aspect not being met are still chargeable in the usual manner.

## 7. The driving test

- Driving test bookings take priority over lessons. This may mean that you have a lesson which has to be postponed to accommodate someone else's test (with maximum possible notice), but similarly, your own driving test will take precedence over any lessons I may have booked. To facilitate this, please notify me immediately of all test bookings, alterations, postponements and the like (by yourself or the DVSA) otherwise I cannot guarantee to be able to help you attend said test.
- Please book your test with a mind to ensuring you have time for the final lessons running up to that date. Whilst test bookings take priority over lessons (above) lessons do not and if you move your test forward and have very limited availability in your weekly diary for lessons this could jeopardise my agreement as to test attendance on the basis that you are not ready to safely drive independently on test.
- I do not take students to their practical test as a 'practise' for reasons of safety. Similarly, I do not offer the 'loan' of the car just for the driving test. To attend the test, you must demonstrate safe, test-standard driving consistently as my student. Any new student will first need to book an assessment drive and then commit to booking a relevant number of lessons. This is in order to develop all areas identified as necessary to achieve safe, independent driving in good time before the date of the test.
- I reserve the right on the grounds of safety to withhold use of my car for the test. Maximum possible notice will be given in such an eventuality and there is no responsibility on my part if you then do not action moving or cancelling the test before the DVSA test fee cut-off of ten working days.
- I am yet to miss a single student's test due to any aspect of my own life (for example health or my ageing parents) but I only assure you that your test is of the utmost importance to me and I cannot actually guarantee to be able to navigate every worst aspect life can throw at us. (If I could, I would have prevented the COVID pandemic!)
- If you take lessons with me but decide to stop doing so and then make contact after a period of time wanting use of my car for a test, I will sadly decline. Whilst tests take priority in my diary and so could be accommodated, it is very unlikely that I can fit in the lessons since I keep a full diary of students and I offer upcoming diary vacancies to the many new enquirers who make contact each week. Furthermore, the elapsed time since lessons will mean that you may not be at the same driving standard as previously and without allowing time for assessment and skill development, this puts you in the same position as enquirers who contact me wanting use of my car just for the test: namely that I am not able to let you use the car for the test as you may be a danger to all including yourself, the examiner and my car.
- A minimum of a two-hour lesson fee is required for the use of the driving school vehicle on test to reflect the prioritisation in my diary and preparation of the car for test. Beyond that, the duration of the diary booking for the test is dependent on both your location and the time of day (re traffic), aiming to give you a suitable warm-up drive and attend the test centre punctually. My time is charged at the usual rate.
- Every effort will be made to ensure that the driving school vehicle is fully roadworthy and complies with legal requirements. However I cannot be held responsible for any mechanical failure (including, but not limited to, light bulb function, tyre damage or engine management warning lights) during the time booked for your test and am not responsible for any subsequent losses.
- I am not responsible for any test cancellations by the DVSA (due to but not limited to bad weather, staff sickness and strike action). Factors like this are beyond my control and payment for the time booked is still owed in full. Advice will be given on how to claim compensation from the DVSA for any out of pocket expenses, if applicable.
- Tests cancelled by the DVSA due to weather, strike action, etc. will be allocated a new test date.
- Tests cancelled by students with suitable notice (now 10 working days) will not lose their fee.
- Tests cancelled with shorter notice than above or attended more than a minute or two late will lose their booking fee and need paying for once again when rebooked.
- Whilst I will do everything within my power to ensure that you attend your booked driving test punctually, I am not responsible, due to extenuating circumstances, for us arriving at the test centre too late for the test to take place.
- I will aim to remind you both beforehand and, on the day, to bring your driving licence to the test, but I am not responsible for this if you forget and thus the test is forfeit.

- The assumption we both work on is that you are attending your test to pass. If you are not ready, we won't be attending as you need to be demonstrably able to show consistent test-standard independent driving. I will ensure to raise any concerns I have in good time, in order to move the test without penalty by the DVSA.
- With the above assumption in mind, you should expect that I will have had a new student booked and waiting to take your diary space after your test date.
- If we mutually agree to move your test; or strike action by the DVSA or other causes move your test; or the test outcome is not as hoped and you wish to take more lessons ready for us to attend the next test together, I will do everything I can to accommodate you in my diary but I cannot guarantee success in this.
- If you do not pass and want to take the test again in my car then we again need to ensure that you are prepared, driving at the test standard but also consistently addressing all areas raised by the test report. How long this will take is likely to be proportionate to the number of areas raised as faults and the severity of these faults. I again reserve the right to withhold use of my car for reasons of safety.
- Any student who has read and mentally digested the T&C thus far is entitled to claim a standard-sized chocolate bar from me, their driving instructor, upon request (with fair notice). Thank you for being thoughtful and thorough!

## 8. Liability and your statutory rights

- I accept no liability or responsibility for personal property brought into or left in the car (see section 2).
- As the pupil is the driver of the vehicle, you are legally responsible for any motoring offences committed whilst you are in the driver's seat and therefore whilst you are in control of the vehicle. The fact that you hold a provisional instead of a full licence does not change the law regarding responsibility for driving offences: learners can and do receive points, etc. My liability as to any driving offence committed by a student extends to me doing anything reasonably possible on lessons to prevent any offence being committed.
- Nothing in any of my terms and conditions reduces your statutory rights relating to faulty goods or services provided. If you have concerns or complaints, please bring them to me so that I can attempt to resolve any reasonable points raised. If you have any doubts as to your statutory rights, please contact your local Trading Standards Department or Citizen's Advice
- For more information on the DVSA driving instructor code of practise, please go to: https://www.gov.uk/government/publications/driving-instructor-code-of-practice

**Please sign below to confirm your acceptance of the detailed general terms and conditions of service in this document**

Student name:

Student signature:

Legal guardian name (if above under 18):

Legal guardian signature (if above under 18):

Date: