

Tyres 'n' Tarmac Driving School

Terms and Conditions:

Tyres 'n' Tarmac Driving School Lesson Terms and Conditions

Please read these terms and conditions carefully as they are the basis of your contract with me for driving tuition. By booking a driving lesson with me, you agree to be bound by these terms and conditions. In these terms and conditions: "I" or "me" refers to David Holley, Driver and Vehicle Standards Agency Approved Driving Instructor, 46 Stratford Avenue, Sunderland, SR2 8RY; and "You" refers to the pupil to receive instruction.

1. Your Licence and Eyesight

You must hold a current, valid UK driving licence (provisional or full) and produce it on or before your first lesson. You must be fit to drive. Your eyesight will be checked on your first lesson (you must be able to read a car number plate from a distance of twenty (20) metres with glasses or contact lenses if necessary).

You must inform me of any medical condition/medication that may affect your ability to drive or obtain/retain eligibility to drive.

You must inform me IMMEDIATELY if there is any change in your eligibility for a licence or if you are no longer fit to drive, whether due to a deterioration in your eyesight or health.

2. Payments and Cancellation

Fees are payable in advance. Payment for lessons can be made by cash, cheque, bank transfer, or card payment using chip and pin device in-car. I will do all I can to ensure that your lessons start and finish on time, but I reserve the right to cancel, postpone or change lesson lengths and start/finish times under certain circumstances (e.g. dangerous weather conditions). In the event of postponement fees paid in advance will be carried forward.

I will make every effort to arrive on time for your lesson. If I believe I may be more than ten (10) minutes late, I will (where possible) send you a text message to inform you. If I am late, I will either make the time up at the end of the lesson or, if that is not possible, the time will be added onto the next lesson by mutual agreement.

If you are late, the lesson will not be extended and will still finish at the allotted time. If you need to cancel or rearrange a lesson, you must give me at least forty eight (48) hours' notice for single lessons of up to two (2) hours duration. If you do not give the required notice, you will be charged the full lesson fee and any other lessons booked may be subject to cancellation unless you contact me promptly to confirm the bookings.

If you do not show for your lesson I will attempt to contact you and I will wait fifteen (15) minutes before leaving. If this happens, you will be charged the full lesson fee and any other lessons booked may be subject to cancellation unless you contact me promptly to confirm the bookings.

I reserve the right to cancel a lesson at short notice if I believe you may be unfit due to the effects of alcohol, drugs (prescribed or otherwise) or any other condition that would cause your driving to be dangerous or illegal. In such circumstances you must pay the full lesson fee.

3. Training Location

All lessons will start and finish at the same location unless alternative arrangements are made in advance. I will determine a location for practical lessons which ensures both your and the public's safety - this means that I may need to drive you to and from the lesson location; this journey time forms part of the lesson as paid for.

4. Training vehicle

The training vehicle provided is taxed, insured for the purposes of driving tuition, fully roadworthy and fitted with dual controls.

5. Motoring Convictions

You must inform me IMMEDIATELY of any motoring convictions you have. You are liable for any motoring convictions gained while driving on a lesson or test.

6. Driving Tests

a. Booking

I will discuss with you test readiness and come to an agreement on when to book a driving test. We will agree upon lessons necessary to ensure you get to a standard that will enable you to pass the DVSA test AND be ready for driving safely without supervision. If you miss any of these lessons, I reserve the right to reschedule the test or to withhold the use of the driving school car for the driving test. I will not do so without giving you prior notice.

I will normally book your driving test for you at the current DVSA test cost. This service is free of charge; however, you must pay me the DVSA Test fee before I will book the test.

You may book your own test, with my permission and agreement regarding test readiness & suitable dates and times.

b. Your Licence

It is your responsibility to bring your photo card driving licence and theory test certificate with you on the day of your driving test. If you lose or mislay your licence, any test booked (theory or practical) must be cancelled/rescheduled. It is your responsibility to inform me as soon as possible of any lost/mislaid licence. Please see below "Cancellation of a Test" for important information.

c. Using the School Car

Safety is paramount and my decision on your test readiness is final. I reserve the right to refuse use of the school car for test if I consider that your driving standard could cause a risk to public safety or the car. I accept no liability for any loss arising from my refusal to provide the school car in such circumstances.

Where the school car is used for test, the booking period will be based upon my normal diary schedule. Depending on the time of the test, this will require a minimum two hours booking. While I will make every effort to ensure the vehicle supplied for test will be fully roadworthy and comply with all legal requirements at the start of the test, I cannot be held responsible for vehicle failure that occurs during the test and I am not liable for any loss arising out of or in connection with any such failure.

I will make every effort to make the school car you are learning in available for your test. In the event of an accident or mechanical breakdown of the school car, I will endeavour to supply an alternative vehicle, which may be a different make/model; however, this is outside my reasonable control and I cannot be held liable for failure to provide an identical specification vehicle. If I am unable to supply an alternative vehicle, my liability is limited to paying for a new test date only.

d. Cancellation of a Test

IMPORTANT: If you need to cancel or re-schedule your test (e.g. because you lose or mislay your licence), the DVSA requires at least three (3) clear working days' notice (Monday to Saturday excluding public holidays in England) or you will forfeit the test fee (DVSA rules).

If I have booked your test, or if you would like me to cancel/re-schedule your test, you must give me an additional day's notice (i.e. 4 clear working days' notice) to ensure that the above DVSA notice requirements can be met. If the test is to be re-scheduled, you must tell me your availability for such re-scheduled test at the same time; however, I cannot guarantee the availability of alternative test dates and I may have to cancel the test and re-schedule at a later date.

I cannot be held responsible for any loss of test fees arising from failure by you to give sufficient notice in accordance with this Clause 6.d. If you have given me the required notice and I fail to inform the DVSA in time, my liability is limited to paying a new test fee.

I cannot be held responsible for test appointments cancelled by the DVSA due to bad weather, sickness, staff shortages or other reasons beyond my control. Such cancellations are beyond my reasonable control and the lesson fee and 'use of car' fee for the booked period will be charged. However, in such circumstances you may be able to claim limited compensation from the DVSA (I can help you with this).

7. Your Rights

These conditions do not affect any rights you may have under consumer protection laws.