

## **RIDGWAY DRIVER TRAINING - Terms of Business**

These Terms of Business are a contract between you (the Client) and Oliver Ridgway trading as Ridgway Driver Training (the Instructor).

### **Documentation**

- The Client must hold a valid signed driving licence or provisional driving licence which entitles them to drive in the United Kingdom. They must present this to the Instructor at the beginning of their first appointment, and at any other time when they are requested to do so. In the case of photo card licences, **both** the photo card and the paper counterpart **must** be produced together.
- If a Client holds one of the old-style paper licences, they must simultaneously produce some valid photographic identification confirming their name, date of birth and current address.
- Photocopied documents will not be accepted.
- The Instructor reserves the right to refuse the Client entitlement to drive the School's vehicle until such documentation is produced.

### **Entitlement to drive**

- The Client must inform the Instructor immediately if they receive any motoring convictions, penalty points or endorsements during the time they are receiving tuition, or if their driving licence ceases to be valid for whatever reason.
- The Client must inform the Instructor if they are currently taking any medication, or suffer from any medical condition or disability which might affect their ability or entitlement to drive. The Instructor reserves the right to withhold tuition and request written evidence from a Medical Professional confirming that the Client is fit and entitled to drive. Such evidence will be held on file by the Instructor. All information will be treated in the strictest of confidence.
- The Client will undergo an eyesight check at the beginning of their first appointment, and at any other time when they are requested to do so. The Client must ensure that any glasses or other means of correcting their vision are used at all times whilst they are driving: this is a legal requirement.

- The Instructor reserves the right to terminate the lesson at any time if, in their opinion, the Client is unfit to drive as a result of being unwell, or unfit due to being under the influence of alcohol or drugs (legal or otherwise).

### **Client well-being and safety**

- The Client is advised to wear suitable footwear and clothing which does not restrict movement or comfortable operation of the car controls. The Client is welcome to contact the Instructor prior to a lesson for any clarification on this matter.
- Smoking, eating or drinking are not allowed in the tuition vehicle at any time.
- All mobile telephones must be turned off during a lesson.
- For safety reasons, the Client must carry out all instructions and directions without undue argument or interference.

### **Payment of lesson fees**

- All lesson fees must be settled before or at the beginning of the lesson. Credit is not offered for any reason.
- Payments should be made in cash. A handwritten receipt shall be issued in every case. Cheques are not accepted. In the case of block bookings, the Client may pay by direct bank transfer if preferred (bank details will be provided upon request).
- Where the Client falls into arrears with lesson fees, the Instructor reserves the right to cease tuition until the Client's account is paid up to date. This also includes withholding the use of the driving school car for any driving test.
- Details of the current fees will be posted on the Driving School's website and paper copies can be made available on request. The Driving School reserves the right to alter the fees at any time, but will of course provide notice of any such changes within a reasonable period of time.

### **Tuition Vehicle**

- The tuition vehicle is comprehensively insured for any driver's use for the purposes of driving tuition or a driving test, provided that the driver is licensed to drive and is accompanied by either a Driving Standards Agency Approved Driving Instructor, Provisional Driving Instructor or a Driving Examiner. The Insurance Certificate is available for any person to view on request.
- Occasionally it will be necessary for the tuition vehicle to be changed, either temporarily such as when it is being repaired, or on a permanent basis. Should the Client not wish to take lessons in the replacement vehicle, Ridgway Driver Training shall not be liable for any ensuing losses.
- The Instructor will ensure that the tuition vehicle is maintained to a clean

and roadworthy standard with sufficient fuel at all times.

- Ridgway Driver Training does not undertake tuition in the Client's own vehicle.

### **Punctuality and appointment times**

- The Client is advised to keep a record of appointment dates and times in order to avoid missed appointments: appointment cards are available.
- The Instructor will wait 15 minutes after the appointment time before deeming the lesson to have been cancelled without sufficient notice.
- The Instructor will make every effort to be punctual. Occasionally, traffic conditions or other circumstances beyond the Instructor's control may make this difficult, so the Client should allow a 10 minute waiting period after the appointed time.
- The lesson will start either at the appointed time, or the time that the driving instructor arrives, if that is later. Where time cannot be made up due to the late running of the Instructor, the Instructor will make up that time on a subsequent lesson.

### **Appointment availability**

- Appointments are issued on a strictly "first come, first served" basis.
- Driving tests take priority over lessons, therefore, a lesson already booked may sometimes have to be cancelled or postponed if the school receives short notice of a driving test.

### **Lesson routes**

- The Instructor will make every effort to tailor the route for the lesson according to the ability and needs of the Client. However, sometimes this may not be possible due to traffic conditions or road works.
- It may on occasions be necessary for the Instructor to drive the Client to a suitable area within the allocated time of the lesson.
- A Client wishing to be collected from or delivered to an address other than their usual home address should notify this to the Instructor at least 48 hours in advance. This is to avoid unsuitable routes being taken which do not match the Client's ability. The Instructor will advise accordingly and, if necessary, recommend postponement of the lesson.

### **Postponement or Cancellation of lessons**

- Any driving lesson postponed or cancelled by the Client with less than 48 hours notice to the Instructor will be subject to a cancellation charge payable to the Instructor. Please see the fees list on the website for current cancellation charges.
- The time of cancellation will be deemed to be the time when the

cancellation message is received by the Instructor, not when the message is sent by the Client. For this reason, it is advisable to communicate by telephone or text message in preference to email.

- For safety reasons, the Instructor reserves the right to postpone, cancel or terminate a lesson in the event of unsuitable weather conditions.
- In the event of an emergency, such as mechanical failure of the Driving School vehicle, a new appointment shall be arranged by mutual consent between the Instructor and the Client.

### **The Driving Test**

- Driving Tests should not be booked without first checking the availability of the Instructor and tuition vehicle. Driving Tests must not be booked without agreement having been reached with the Instructor regarding the Client's readiness to take their driving test.
- The Instructor will offer professional advice as to the Client's readiness to take the driving test. However, such advice is given as a guide at the time of booking the test based on the Client's progress to date. It is not indicative that the necessary standard has already been reached, or that it will necessarily be reached at the appointed time of the test.
- Where necessary, the Instructor will advise the postponement of the test. This condition is intended to save the Client the unnecessary expense of failure and the consequent delay in waiting for another test.
- Whilst the Instructor will make every effort to train the Client to reach the required standard to pass the driving test, passing the test is ultimately down to the Client. The Instructor is not liable for any faults committed during a driving test leading to test failure.
- It is the Client's responsibility to notify the Instructor of the appointed date, time and location of their driving test. This should be done by producing the official written confirmation sent out by the DSA. The Instructor cannot be held responsible for incorrectly recording these details unless the official written confirmation is produced.
- The Client is reminded to take the required documents with them to a driving test. Failure to produce such documents will result in the test not proceeding and the Client losing their fee.
- The Instructor cannot be held liable for any loss of money or further lessons resulting from the cancellation of a driving test by the testing authority.
- In the event of a driving test booked in accordance with these Terms of Business not proceeding due to illness of the Instructor or mechanical failure of the tuition vehicle, the Instructor undertakes to pay for a new test appointment if the test cannot be cancelled within the statutory period of time.
- On the grounds of road safety, the Client will only be allowed the use of the Driving School Car for a driving test if the Instructor agrees that the Client is of test standard. The Instructor will make every effort to advise the

Client if this is the case so that the test may be cancelled within the statutory period to avoid loss of the test fee.

### **Supervision**

- In accordance with the conditions of the Register of Approved Driving Instructors, it will occasionally be necessary for an examiner to observe a driving instructor giving tuition. The Client may expect an observer to be present on any of their lessons, notice of this would usually be given in advance of the lesson, however this might not always be possible.
- As a legal requirement, Driving Examiners are periodically supervised conducting driving tests. Therefore, the Client might be accompanied on their driving test by a Supervising Examiner in addition to the Driving Examiner.

### **Refunds**

- When the Client pays the Instructor in advance for lessons, the Client shall be entitled to a refund at any time of any monies for unused lessons. This refund shall be made by either cheque or direct bank transfer in order to satisfy accounting requirements.
- When a discount has been given for the prepayment of lessons, and a refund of any unused lessons is requested, those lessons already taken from that block will be charged at the standard or peak time hourly rate as appropriate, and the balance refunded.
- Single lessons and special introductory offers are non-refundable.

### **Client's Property**

- The Client is responsible for the care of any of their own property which they have with them during a driving lesson.

### **Legal Liability**

- The Client is legally responsible for any traffic offences which they commit during the time they are in charge of the vehicle.
- The Instructor cannot be held responsible for the standard of driving or any errors, accidents or traffic offences that are committed by the Client whilst the Instructor is not giving tuition to the Client, either before or after a driving test pass. This also applies during a driving test.

### **Complaints**

- Ridgway Driver Training prides itself on the level of service offered and is keen that the Client should be satisfied with that service.

- Should the Client have any complaints about the Instructor's tuition or standard of service, they should raise it informally with the Instructor in the first instance, without undue delay, and in any event not later than 7 days after the date of the cause of complaint.
- Following this, if the complaint is not resolved satisfactorily the Client may raise the matter with the Driving Standard's Agency, or any of the professional organisations representing Driving Instructors.

By taking any tuition with Ridgway Driver Training, the Client undertakes to be bound by these Terms of Business.

This edition dated March 30<sup>th</sup> 2012.