

## Chris Elwick Driver Training Terms and Conditions

### **1. Bookings:**

(a). We advise all clients to speak with us by email or telephone communication before making an online payment.

(b). Where possible, lessons will be conveyed in detail before making any lesson booking.

(c). All pre-paid lessons are subject to expiry dates (from the payment date). Should the lesson not be completed within the below timescale, the monies paid will be forfeited and the customer may be required to top up their account for future lessons.

- Individual " Pay as you go" lessons are valid for 2 weeks.
- Block bookings of 10 hours are valid for 10 weeks.
- Block bookings of 20 hours are valid for 20 weeks.
- Block bookings of 30 hours are valid for 30 weeks.
- Any other number of hours booked in advance, are valid for an equivalent number of weeks, for example: 14 hours are valid for 14 weeks.

(d). In the event of the lesson being cancelled by the instructor, resulting in the lesson credit expiring, the lesson expiry date will be extended by a further 2 weeks, or may be redeemed at the instructors next available slot, whichever comes first.

(e). Lessons cannot be swapped or exchanged with other learners should you not be available for your lesson.

### **2. Payments:**

(a). All lessons must be paid for by 5:00pm on Friday of each week, for the following week, (or at least 48 hours prior to the lesson in special circumstances; with agreement of your instructor).

(b). Failure to make payment will result in the lesson being removed from the booking calendar and won't go ahead.

(c). Failure to contact your instructor within 24 hours of the payment deadline after a missed payment, may result in future lessons being removed from the diary and you may be placed back on the lesson waiting list.

(d). Payments can be made via the total drive app, in advance by cash or by bank transfer.

(e). New customers are required to pay for their first full lesson at the time of booking or at the time of being offered their first lesson. Future lessons must then be paid according to point 2.(a) of this agreement.

### **3. Cancellations:**

(a). We reserve the right to amend driving lessons if we are unable to keep the appointment in the event of pre-booked driving tests, mechanical breakdown, sickness, pre-booked holidays or due to immovable traffic or adverse weather.

(b). If you need to cancel your lesson, at least 48 hour's notice is requested to cancel pre-booked driving lessons, or you may be required to pay for late cancellations.

(c). If your ADI arrives and you do not attend the lesson, your instructor will abandon the lesson after waiting 15 minutes and the lesson will be charged.

(d). In the event of illness, including but not limited to colds, flu, or any condition that may pose health risks to your ADI and/or affect your ability to drive, you must contact your instructor immediately. Including if such condition may arise during your lesson. The normal short notice cancellation policy applies.

(e). Should your instructor believe or become aware of any of the above-mentioned illnesses or conditions affecting your ability, before or during the lesson, we reserve the right to cancel your lesson without notice and the short notice cancellation policy will apply.

(f). No lesson will be conducted if your instructor becomes aware of, or believes you are under the influence of alcohol or drugs, including prescription medication that may affect your ability to

drive. In such circumstances we reserve the right to cancel your lesson without notice and the short notice cancellation policy applies.

(g). Failure to pay any outstanding balances, including but not limited to, cancelling lessons that may fall within the 48 hour cancellation period as a result of being granted an extension to the payment deadline, may result in monies being recovered from test fees and / or accounts being referred to an appointed third party debt recovery agent.

#### **4. Refunds:**

(a). Any refunds will be subject to a £15 admin fee and will be processed within 7 working days.

(b). If your practical test is cancelled by the DVSA at short notice (within 72 hours), for reasons including, but not limited to; adverse weather, industrial action or the examiner no longer being available, the fee paid for lessons prior to the test and for the test time is non-refundable. This cost may in some cases be reclaimed from the DVSA and your ADI will advise on how to initiate a claim.

#### **5. Communications:**

(a). All communications will be sent directly to your Total Drive account or to WhatsApp. Please ensure you have mobile notifications turned on for these platforms.

(b). It is the responsibility of the learner to make all reasonable efforts to keep up to date with announcements and messages.

(c). Chris Elwick Driver Training takes no responsibility for missed announcements or messages.

#### **6. Driving Tests:**

(a). Before booking practical Driving Tests, an ADI Personal Reference Number (PRN) will be supplied to confirm the readiness of the student driver's ability for test and for use of the Driving School vehicles.

(b). No practical test should be booked without prior consent from your ADI, in the event that you book a test without agreement that you are at an appropriate standard, use of the driving school car will not be permitted.

(c). Practical driving lessons with your instructor must be maintained on a weekly basis prior to your test, failure to undertake lessons will result in the use of the school car being withheld for your test.

(d). There will be a booking fee of £20 per practical test if the test is booked or managed (including arranging a test swap) by your instructor. This admin fee will also cover any administrative time involved in making any changes to your driving test by your instructor.

(e). Should your driving test be booked and/or arranged in advance, whether it be prior to joining the driving school for driving lessons or whilst undertaking driving lessons, and you are not deemed at the appropriate driving standard / test standard, use of the driving school car will not be permitted. Your instructor will endeavour to take all reasonable steps and communicate this in advance to allow you the opportunity to change your test date, to a more suitable time.

## **7. Pass Plus courses:**

(a). All Pass Plus courses must be secured with a £50 non-refundable deposit, payable within 48 hours of booking.

(b). Once confirmed and payments has been received, the date and time of the course cannot be amended with less than 7 days notice, unless you are unsuccessful on your driving test.

(d). The remaining balance must be paid no later than 7 days prior to your booking.

(e). A cancellation policy of at least 7 days applies to all Pass Plus course bookings and the full cost of the course will be charged if the course is cancelled within 7 days.

## **8. Penalty Points, Fines and Endorsements:**

(a). A licence check will be carried out on or before your first lesson to check your eligibility to drive, should your license be endorsed with any penalty points, driving disqualifications or restrictions, you agree to inform your instructor immediately, and prior to your next lesson.

(b). Liability for any penalty points, fines, endorsements or notices of intended prosecution, are the sole responsibility of the driver. Details of the offending driver will be passed to the relevant authorities, should any of the above be issued.

## **9. Waiting list deposit**

- (a). There is a £20 non-refundable deposit which is required to secure your place on the waiting list.
- (b). This deposit will be credited to your account and will be deducted from the price of your first lesson.
- (c). Should you decide not to proceed with lessons, for whatever reason, your deposit will be forfeited and will not be refunded.