

Simon ADI Driving School

Terms and Conditions

These Terms and Conditions shall apply to the provision of driving tuition by driving instructors working with **Simon ADI Limited** (company registered in England Number 9061240 of 9 St.George's Yard, Castle Street, Farnham, Surrey, GU9 7LW) of 75 Manor Lane, Lower Sunbury, Middlesex, TW16 6JE to pupils that require such tuition.

1. Definitions and Interpretation

1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“DVSA”	means the Driver and Vehicle Standards Agency;
“Instructor”	means the driving instructor(s) assigned to the Pupil;
“Pupil”	means the recipient of driving instruction; and
“School”	means Simon ADI Limited

2. Unless the context otherwise requires, each reference in these Terms and Conditions to:
 1. “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 2. a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions; and
3. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
4. Words imparting the singular shall include the plural and vice versa.
5. References to any gender shall include the other gender.

2. Driving Instructors

- 1 The Instructor is registered with the DVSA and is licenced to provide driving instruction.

3. Driving Lessons

- 1 Driving lessons should be booked between the Pupil and the Instructor. It shall be the responsibility of the Pupil and the Instructor to agree upon all matters relating to the lesson including, but not limited to, date, time, location and duration.

2. If the Pupil wishes to cancel a lesson, he/she must provide at least 48 hours' notice to the Instructor. Failure to provide at least the minimum notice will result in the Pupil being charged for the lesson.
3. If the Instructor wishes to cancel a lesson, he/she must provide at least 48 hours' notice to the Pupil. Failure to provide at least the minimum notice will result in the Pupil being credited with an additional lesson at no charge.
4. Notwithstanding the provisions of sub-Clause 3.3, the Instructor may cancel a lesson at short notice without penalty if he/she has reason to believe that the Pupil is not fit to drive at the time of the lesson due to factors including, but not limited to, alcohol, drugs (whether prescribed or otherwise), illness or other medical condition. In the event of such cancellation, the lesson may or may not be charged for at the Instructor's discretion; however no charge shall be made unreasonably.
5. In the event that the Instructor cancels a lesson at short notice due to illness on his/her part, the lesson will not be charged for.
6. If the Instructor is late for a lesson by more than 15 minutes, such time shall be added on to the lesson at no charge to the Pupil or, if such extension is not suitable for the Pupil, it shall be added on to a subsequent lesson.
7. The Instructor shall use reasonable endeavours to provide regular lesson slots for the Pupil, however no guarantee is provided of the same.
8. Lessons shall be of a minimum length of 1 hour and may be increased in increments of 1 hour up to a maximum length of 3 hours.
9. The location for lessons shall be agreed at the time of booking. The Instructor may choose a location which requires additional travel in the interests of road safety. In such cases, if the Pupil wishes to be picked up and taken to such location by the Instructor, travel time shall form part of the lesson time.

4. Fees and Payment

1. Information on current lesson fees is available from www.simonADI.com. Additional and discretionary supplement fees apply for driving lessons given on official UK bank holidays.
2. The School reserves the right to change fees at any time, however where lessons have been booked and paid for in advance, no additional sums shall be charged (nor, where fees are reduced, shall any refunds be given). Revised fees shall apply to future bookings only.
3. Payment shall be made in advance to the School - subject to sub-Clause 4.4.
4. Lesson fees must be paid directly to the Instructor by cash, online bank transfer or cheque (made payable to 'Simon ADI Limited'). In the case of paying by online bank transfer it is the Pupil's responsibility to provide a relevant payment reference and proof of transfer if asked by the Instructor.

5. Instructor's Obligations

The Instructor shall, at all times:

1. use his/her reasonable endeavours to provide driving instruction at the agreed lesson times;
2. use his/her reasonable endeavours to train the Pupil to a high standard, but shall not be responsible for any errors made by the Pupil;
3. be professional and courteous towards the Pupil and other road users;
4. act in accordance with the DVSA Code of Practice for Approved Driving Instructors (a copy of which may be obtained on request from the School); and
5. act in accordance with the law.

6. Pupil's Obligations

1. The Pupil must hold a valid UK driving licence (either provisional or full).
2. The Pupil must always have both parts of their driving licence (photo card and paper counterpart) with them during lessons.
3. If the Pupil has been banned from driving and is training for a retest, the Pupil must be legally entitled to take tuition and must present proof of such entitlement to the Instructor.
4. The Pupil must demonstrate their ability to read a number plate from the distance specified in the Highway Code 20 metres for vehicles displaying the new-style number plate (or 20.5 metres for vehicles displaying old-style number plates) at the date on which lessons.
5. The Pupil must always wear any relevant prescribed glasses or contact lenses.
6. The Pupil must inform the Instructor of any medical conditions or prescribed medication which may affect their driving abilities.
7. Failure by the Pupil to comply with one or more of sub-Clauses 6.1 to 6.6 above may result in the immediate cancellation of one or more lessons. In the event of such cancellation, the cancelled lessons may still be charged for at the discretion of the Instructor.

7. Vehicles and Insurance

1. All vehicles provided by the School and/or the Instructor are fitted with dual controls, are fully roadworthy, taxed, have a valid MOT (where relevant), and are fully insured for the purposes of driving instruction.
2. The Pupil may request to use his/her own vehicle. The use of a Pupil's own vehicle is at the Instructor's sole discretion and the Pupil must provide proof of the vehicle's roadworthiness, tax, valid MOT (where relevant) and suitable insurance for the purposes of driving instruction.

8. Driving Tests

1. The Instructor shall discuss driving tests with the Pupil and shall inform the Pupil when he/she feels that the Pupil is ready to take a test.
2. The Pupil shall be responsible for booking theory and practical tests. It shall be the Pupil's responsibility for checking the details of the test on their DVSA confirmation letter.
3. If the Pupil books a test, they must check with the Instructor prior to booking to ensure that the Instructor considers them ready for a test.
4. The Pupil must ensure that the Instructor is aware of all details of their test including, but not limited to, the date and location at least 10 working days prior to the test date.
5. When attending a test, the Pupil must ensure that they take all required documentation with them. Failure to do this may result in the test being cancelled and the test fees being lost.
6. Subject to the Instructor's discretion, the Pupil may generally use the Instructor's vehicle for their practical test. If, for any reason, the Instructor feels that their vehicle is unsuitable for the test, they may withdraw such permission.
7. If the Instructor's vehicle breaks down or is otherwise rendered unavailable or unusable on the date of the test, the Instructor shall use their reasonable endeavours to arrange an alternative vehicle. If this is not possible, the Instructor shall pay for the replacement test.
8. If a test is cancelled by the DVSA giving the Pupil insufficient time to provide the required cancellation notice of a booking to the Instructor, the Pupil will still be charged for the Instructor's time and/or the use of their vehicle. In such cases, the Instructor will advise the Pupil on claiming compensation for the same from the DVSA.
9. If a test is booked and the Pupil, in the Instructor's opinion, does not make the expected progress in their lessons between the date of booking and the test date, the Instructor may refuse the use of their vehicle for the test and will not be responsible for any fees paid by the Pupil for the test which may be lost.
10. The pupil (not the examiner or driving instructor) is responsible for the instructor/schools vehicle whilst taking a practical driving test. In the unlikely event of a road traffic accident or any other damage to the vehicle the pupil will be liable for all insurance excesses & expenses (expenses of up to £500).

9. Cancellation and Termination

1. The Instructor may, at his/her sole discretion, terminate the Pupil's tuition if the Pupil's conduct, progress or commitment consistently falls below the standards reasonably expected by the Instructor.
2. The Pupil may, at any time, subject to the cancellation notice requirements of

sub-Clause 3.2, terminate their tuition with the School.

3. In the case of cancellation or termination under sub-clauses 9.1 or 9.2, fees paid in advance for lessons shall not be refunded to the Pupil.

10. Liability

To the fullest extent permitted by law, neither the School nor the Instructor shall be liable to the Pupil for any loss or damage caused, howsoever occasioned, to the extent that:

1. there has been no breach of a legal duty owed to the Pupil;
2. the loss or damage was not reasonably foreseeable;
3. the loss or damage (or increase in the same) was the fault of the Pupil; or
4. the loss or damage results from circumstances beyond the reasonable control of the Instructor or the School.

12. General

1. The Pupil's rights as a consumer under consumer protection legislation from time to time in force shall not be affected by these Terms and Conditions.
2. The School may, from time to time, change these Terms and Conditions without notice, however it will use its reasonable endeavours to inform the Pupil as soon as is reasonably possible of any such changes.

13. Data Protection

Neither the School nor the Instructor will share the Pupil's personal data with any third parties for any reasons without the prior consent of the Pupil. Such data will only be collected, processed and held in accordance with the School's or Instructor's rights and obligations (as applicable) arising under the provisions and principles of the Data Protection Act 1998.

13. No Waiver

No failure by either the School or the Instructor to enforce any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

14. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

15. Law and Jurisdiction

1. These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
2. Any dispute, controversy, proceedings or claim between the Parties relating to

these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

PLEASE NOTE: Pupil Responsibility for Driving Offenses & the Legal Obligations

If a pupil commits a road traffic offence while driving in the driving instructors car during a driving lesson or on his/her practical driving test (eg exceeding the statutory speed limit) the pupil is solely liable for all fines, penalties and all other consequences and costs that may result from this offence and the Notice of Intended Prosecution (NIP).

The vehicle's registered keeper will be sent a Notice of Intended Prosecution (NIP) detailing the offence within 14 days of the alleged offence. The vehicle's registered keeper is required to respond to this NIP within 28 days, using the Section 172 notice to nominate the person who was driving at the time of the alleged speeding offence, - ie: the vehicle's registered keeper is required by law to disclose the identity and contact details of the pupil who was driving the vehicle at the time of the driving offense. Failing to identify the driver of a vehicle carries a maximum penalty of £1,000 fine, a discretionary disqualification and 6 penalty points.

The minimum penalty for speeding is a £100 fine and 3 penalty points added to your licence. You could be disqualified from driving if you build up 12 or more penalty points within a period of 3 years.

Special penalty rules apply for a period of two years for new drivers from the date of passing their first driving test. Under these special rules if a new driver accumulates 6 or more penalty points before the end of the 2-year period (including any points acquired before passing the test) their licence will be revoked automatically. To regain the licence they must reapply for a provisional licence and may drive only as a learner until they pass a further driving test.

I hereby accept that I have read, understood and received a copy of the above Terms and Conditions (please sign below)

NAME: _____

SIGNED: _____

DATE: _____