



Terms and conditions v5

All 1st 4 Driving Ltd driving instructors are self-employed Driving Instructors.

The contract between the instructor and the pupil is subject to the following terms and conditions:

Licence – You must be in possession of a valid provisional licence before lessons begin, and this must be shown to your instructor before your lesson begins. If an old-style paper type licence is shown, a valid passport or other photo ID will be required.

Licence Checks – Since the removal of the old-style paper-counterpart to the driving licence, the only way for us to validate your driving licence is to carry out an online check. After booking you will be asked for your driving licence number and to produce a check code from the government website.

Payments – must be made prior to or at the commencement of the lesson unless pre-paid block booking credit exists. Failure to do this may result in the termination of the lesson. This includes test fee payments. Cheques made payable to your instructor.

If you pay in advance by debit or credit card, 1st 4 Driving LTD will hold the monies and pay out to the instructor after the lesson has been completed. You must ensure you keep a record with your driving instructor of lessons taken. Your instructor will carry record cards for this.

Cancellations – You must either directly inform your instructor or contact the office for any cancellations. Contact numbers for each of these are written on the front of your Progress Report Card. 48 hours' notice must be given otherwise; lessons must be paid for in full for 1 or 2-hour lessons, if longer lessons then 4 days notice needs to be given. (I.e. 6hr pass plus courses). Do not reply to the automated text messaging system for information or cancellations, as this will not reach our office. Your driving instructor will afford you the same cancellation period. If for any reasons your driving instructor cannot make your lesson, they will give you 48hrs notice or where impractical will reimburse you for the lessons or another lesson in lieu of that lesson.

DVSA Cancelled Tests – Occasionally the DVSA cancel driving tests. We can take no responsibility for the DVSA cancelling tests. We will assist in claiming any monies lost through the DVSA up to the DVSA maximum liability. We will not be responsible if you fail the eyesight test. We will take all reasonable steps to check the eyesight but ultimately this is yours and an ophthalmic specialist's advice. If the test is cancelled due to the condition of the vehicle, this will be the responsibility of your driving instructor.

Waiting Time – Your instructor will arrive at your pre-arranged pick-up point on and will allow 10 minutes waiting time in the event of you not showing. If you do not show then the lesson will have been deemed to have been cancelled and under our short notice cancellation policy will be chargeable.

Eye and Footwear – You must meet the minimum requirements for the eyesight test. Details can be found on the DVSA website <https://www.gov.uk/driving-eyesight-rules> appropriate eyewear i.e. glasses and contact lenses must be worn at all times if required. Adequate i.e. safe and practical footwear must also be available and worn during instruction. Failure to comply will result in immediate termination of the lesson on the grounds of safety (I.e. no flip-flops).

Medical – If you have any medical condition that might affect your driving or lessons then let me know, if you are in doubt as to its relevance then let me know anyway. I will endeavour to overcome any problem wherever practical. I will always respect privacy and will not disclose information to anyone else.

Alcohol and Drugs – If anyone in the opinion of the instructor is under the effects of alcohol or prescribed / recreational drugs this will result in immediate termination of the lesson on the grounds of safety.

Road Safety – The instructor reserves the right to withdraw their vehicle for test. If in their professional opinion the pupil proves not to be up to test standard.

Responsibility – The instructor cannot be held responsible for postponements of lessons due to instructor illness or mechanical breakdown nor for driving tests postponed by the department of transport.

Driving Tests – On the rare occasion that you are not able to take your test because in the professional opinion of your driving instructor you are not ready or safe, the driving instructor will not be responsible for any re-imburement of this. You will have had an agreed timescale for the test and availability will have been discussed. The DVSA insist that driving instructors do not allow instructors to present pupils for test who could be a risk to the examiner and/or public.

The instructor shall provide the pupil with driving tuition at the rate per hour previously communicated to the pupil. All matters relating to the timing, location and duration of individual lessons shall be subject to agreement between the instructor and the pupil. The instructor shall have the right to rearrange any appointment to a time convenient to both parties if the instructor is not available for any reason.

Lesson cancellations can only be made by the pupil directly with the instructor at least two working days (excluding Saturdays, Sundays and Bank Holidays) prior to the commencement of the lesson, otherwise lesson fees will not be refunded.

It is hereby expressly agreed that this contract is made solely between the instructor, as principal, and the pupil. In making any bookings, supplying any information or documentation to the pupil, and processing any payments 1st 4 Driving Ltd act as agents of the Instructor, and accordingly, the pupil acknowledges that neither company can have any liability to the pupil in respect of any matter which is subject to the contract between the pupil and the instructor. For the avoidance of doubt, however, nothing in these terms shall exclude the liability of your Driving School for loss or damage directly occasioned by the negligence or other breach by those companies.

Signed:.....

If under 18 then a parent/guardian must sign

Print name:.....

Date:.....