

TERMS AND CONDITIONS OF BUSINESS

The following terms and conditions represent the basis upon which training is offered by The L-T-D Driving School.

The provision of training is subject to the acceptance of these terms and conditions:

1. Driving Licences and fitness to drive:

You must hold a valid driving licence, provisional, full or international, and produce it on (or in advance of) your first training session. You must be fit to drive with regard to legal and medical requirements.

2. Payments:

Tuition fees must be paid in advance. Paying for a course of lessons will guarantee a regular slot. If paying for lessons on a "pay as you go" basis payment will be required at the start of the first lesson for two lessons (i.e. 2 x 1 hr lessons). Payment can be made by cash or cheque (made payable to Peter Szewczuk)

Any cheque offered for payment that is subsequently refused by the bank will be subject to an administration charge of £15.00.

3. Cancellations:

If the pupil wishes to cancel a lesson:

At least 48 hours notice will be required for a single lesson of up to two hours in duration. For longer lessons a minimum of four days notice must be given. Failure to give the required notice will result in a valid claim for compensation to the value of the cancelled lesson.

If the instructor wishes to cancel a lesson:

Your instructor will do everything possible to ensure that your lessons start and finish on time, but reserves the right to cancel, postpone or change lesson lengths and start/finish times under certain conditions (e.g. dangerous weather conditions). In the event of postponement fees paid in advance will be carried forward. If the instructor fails to give the required notice (as stated above) cancelled hours will be credited to the pupil.

Your instructor reserves the right to cancel at short notice a lesson if it is suspected that the pupil may be unfit due to the effects of alcohol, drugs (prescribed or otherwise) or any other condition that would cause his/her driving to be dangerous or illegal. In any such circumstances the lesson fee will be payable.

4. Booking and lesson duration:

Your instructor will endeavor to maintain regular lesson slots at the same time each week to ensure continuity of learning, however, this cannot be guaranteed.

The minimum lesson period is one hour. Regular lessons of two hours in duration are recommended. If, for any reason, the instructor is late for the lesson he/she will make a concerted effort to inform the pupil of the estimated time of arrival.

If the delay is greater than 15 minutes this time will be credited to the pupil and when possible the lesson will be extended by the time due – if this is not possible the extra time will be carried forward to the next suitable lesson.

5. Payments for recommendations:

Pupils will receive £15 cash to spend as they wish as a 'thank you' for recommending their friends or family to learn with LTD – Learn To Drive. This will be paid when the new pupil has completed five hours of lessons with LTD.

6. Training location:

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

7. Training vehicles:

Training vehicles provided by LTD are taxed, insured for the purposes of driving tuition, fully roadworthy and fitted with dual controls.

Pupils who require tuition in their own vehicles must supply evidence from their motor insurer that the car is covered for lessons when being supervised by a professional instructor in return for payment; the car must also be taxed and hold a current MOT certificate where appropriate.

8. Driving tests and bookings:

Your instructor reserves the right to refuse use of a driving school vehicle for test if he/she considers that the provision of a vehicle could cause a risk to public safety.

Where a school car is used for test, the booking will be made by the instructor to fit in with the instructor's normal diary schedule. Depending on the time of the test this will require a minimum two hour booking and possibly longer (if the pupil or instructor considers that the pupil would benefit from additional pre-test tuition).

While your instructor will make every effort that the vehicle supplied for test will be fully roadworthy and comply with all legal requirements at the start of the test, he/she cannot be held responsible for vehicle failure that occurs during the test and is not liable for consequential loss. Your instructor will not be liable for any failure of lights during any test, since these will have been checked by candidate and instructor together on arrival at the test centre.

Your instructor cannot be held responsible for test appointments cancelled by the DSA due to bad weather, sickness, staff shortage, or other reasons. Such cancellations are beyond the control of your instructor and therefore the lesson fee and 'use of car' fee for the booked period will be charged. Your instructor will advise you about claiming compensation from the DSA.

9. Practical tests:

Practical tests are to be booked by L-T-D and the cost covered by the pupil in advance of booking at the appropriate fee. If a test is cancelled by a pupil and the appropriate notice not given to the DSA will result in loss of test fee. The instructor also reserves the right to postpone the test if he/she feels that the pupil is not ready for the test.

10. Code of Conduct:

Your instructor agrees to abide by the conditions of the Professional Code of Conduct (a copy of which can be provided on request). In the unlikely event of complaint or dispute the guidelines of the Code of Conduct will be adhered to.

11. Your rights:

These conditions do not affect any protection a student has under consumer legislation.

We reserve the right to change or alter any of the terms and conditions without notice, but will endeavor to inform pupils of any changes as soon as possible.

12. Special Offers

L-T-D Driving School reserve the right to cancel any special offer with out notice, however will complete any out standing commitment with such pupil. The Intro Five package is only offered to persons residing with in a five (5) mile radius of the TR7 post code.

Acceptance:

Two copies of these terms and conditions will be sent to you when you book your first lesson with LTD – Learn To Drive. One copy should be retained for your records and the second copy signed by the pupil, or parent or guardian if the pupil is under 18, and then handed to the instructor on your first lesson.

Pupil Name.....	Instructor Name.....
Address.....	Address.....
.....
Post code.....	Post code.....
Signature.....	Signature.....
Date.....	Date.....