



Terms and Conditions of trading

Our *Driving School* is **L Test School of Motoring**, whose registered office is at **35 Worthington Road, Sale, Cheshire M33 2JW**. These Terms and Conditions (“*Terms*”) were last updated on 11th April 2011 and replace all previous terms and conditions that relate to the provision of goods and services to people wishing to learn to drive a motor car with us.

1. Definitions

A *Pupil* is a person who has booked their first driving lesson through the *Driving School*.

A *Tuition Hour* is the 60 minute unit of time upon which the price of a *Driving Lesson* is based.

A *Driving Lesson* is one or more *Tuition Hours* of practical instruction in a motor car.

The *Instructor* is a self employed person who has agreed with the *Driving School* to provide tuition services to members of the public.

2. Introduction

The Driving School works for Instructors as their agent. The Pupil is deemed to have accepted these full Terms when taking Driving Lessons and must be in possession of a current driving licence when driving a motor car. The Driving School will not accept responsibility for misunderstandings if a Pupil does not read these Terms.

3. Postponement or cancellation of lessons

The Pupil must give the Driving School at least 48 hours notice to alter or cancel a lesson or a charge may apply. The Driving School will give you the same notice to the Pupil otherwise free lessons may be claimed in compensation (but no monetary equivalent). If a postponement or cancellation by the Instructor causes cancellation of a driving test, the Instructor is responsible for reimbursing the Pupil with the lost fee.

4. Postponement or cancellation of driving test

Where progress has not been made, the Instructor will try to advise about cancelling a driving test in time to preserve the Pupil's right to a refund of the test fee but this cannot always be guaranteed. Neither the Instructor nor the Driving School accept responsibility for driving tests postponed by the DSA.

5. Communication with the Instructor or the Driving School

Telephone messages can be left for the Instructor at the head office of the Driving School. Pupils can also send letters addressed to the Instructor to the registered office.

6. Driving Instructors

The Driving School has been promised by Instructors that they shall be legally entitled to give instruction and also be properly insured in any car used by them. Instructors are also required to follow the Driving School's Code of Conduct. Any alleged breach of these requirements should be reported to the Driving School at its registered office.

7. Change of Driving Instructor

Pupils who book an intensive course will not be eligible to change Instructors. Pupils otherwise wanting to change their Instructor should notify the Driving School. When an Instructor leaves the



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Driving School, arrangements will be made for lessons to be conducted with an alternative Instructor of the Driving School but that new Instructor is entitled to charge separately for lessons. Pupils should be aware that Instructors are not usually allowed to conduct lessons with Pupils for a period of 6 months after their Driving School contract has ended, so should not expect to remain with an Instructor if they leave the Driving School.

8. Pick up for Driving Lessons

It will be assumed that the drop off location at the end of the lesson will be the same as the pick up at the start unless alternative arrangements have been agreed with the Instructor or the Driving School prior to the start of the lesson. Instructors may operate a piggy back system when running their appointments and some Pupils may not be returned home until some time after their lesson has ended.

9. Collection of money

PUPIL'S MONEY IS HELD BY THE INSTRUCTOR AND ALL REFUNDS MUST BE OBTAINED FROM THE INSTRUCTOR. (See clause 13.)

10. The driving test

The timing of a test application requires a degree of professional judgement by the Instructor (see clause 11). No responsibility is accepted for any form lost or any delay in making an application for a test. Pupils who receive an appointment for a driving test must immediately inform the Driving School of the details if they want to reserve the Instructor's car for the test. If the car is already booked, a change of test date may be necessary.

11. Use of Instructor's car for driving test

Applications for driving tests are advised when the Pupil's progress is expected to be maintained and their future co-operation is anticipated. It does not imply that the required standard has been reached nor that it will be attained by the test date. The Instructor will advise postponement and will withhold the use of the tuition car for the driving test if the Pupil has for any reason not reached a satisfactory stage of driving competence. In the event of breakdown of the vehicle on a driving test, the Instructor is responsible for arranging an alternative test as soon as practicable but shall not be liable for any other consequential loss or to provide any additional lessons without charge.

12. Service

Neither the Instructor nor the Driving School will accept liability for the late start or postponement or cancellation of driving lessons due to causes beyond their control. The Driving School reserves the right to change a Pupil's Instructor without notice.

13. Refunds

ALL REFUNDS MUST BE OBTAINED FROM YOUR DRIVING INSTRUCTOR, although any delay or dispute over reimbursement should be notified to the Driving School. Any refund for prepayment of lessons that are not taken and not forfeited will be calculated on the basis that the lessons taken or forfeited are to be charged at the full lesson rate and a reimbursement made of the unused portion of the prepayment.

Because of difficulty in reallocating multiple appointment slots at short notice, the procedure for reimbursing intensive courses is different and refunds will be made as follows:

- less than 10 working days notice - no reimbursement;
- between 11 and 28 working days notice - 50% reimbursement;
- over 28 working days notice - 75% reimbursement.



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14. Promises we may make at certain times

Individual courses and offers may have special conditions attached to them. Where those conditions exist they will have priority over the Terms as described herein.

15. Complaints

The Driving School will investigate all complaints and respond after having investigated. Complaints should be made not more than seven days after the date which gave rise to the complaint otherwise the matter may not be capable of being properly investigated. These Terms will form the basis of deliberation and, should the Pupil not accept the Driving School's recommendation, they can contact the Registrar of ADI's or otherwise refer the matter to the Small Claims Court to recover money held by the Instructor. (See clauses 9 and 13.)

16. Limit of liability in dealing with Driving Lesson complaints

Any refund resulting from a complaint being upheld will be limited to the value of the Driving Lesson conducted immediately before the complaint was registered. No refund will be given in respect of any lessons that were conducted prior to this.

17. Waiver without prejudice

If the Driving School does not enforce these Terms it will not prevent any subsequent enforcement of the Terms. These Terms can only be changed in writing by the directors of the Driving School.