

## Terms and Conditions

### **Tuitions**

Is only available to persons who meet the following criteria:

- Age 17 or over or age 16 or over and in receipt of the higher rate of Disability Living Allowance (mobility component); and
- Hold a valid UK provisional driving licence or valid international driving licence; and
- Legally entitled to drive in the UK.

### **Lessons**

You and Your driving instructor are responsible for agreeing all matters relating to the timing, location and duration of individual lessons. You must notify Your driving instructor of any matters which affect Your ability or entitlement to have driving tuition, for example, but not limited to, any lack, or loss, of a valid UK provisional driving licence.

### **Practical Driving Test**

An additional fee will be payable to attend a driving test with Your driving instructor. Please note that the normal hourly rate will be applicable (no discounts will be available).

Your driving instructor must confirm You are ready to take a driving test before it is booked. Your driving instructor will do a final assessment one week before Your driving test and should his/her opinion change, they will notify you immediately to enable you to cancel the driving test in time to avoid the loss of the DVSA fee. If You would like us to obtain an alternative appointment for You at a more suitable time, we can assist with this, but a fee will be applicable.

In the event You refuse to cancel the driving test, Inayah Driving School ("the School") reserves the right to refuse the use of a school car for a driving test if Your driving instructor considers that You have not reached a sufficient standard of competence to take full responsibility for the safety of Yourself, our vehicle and other road users.

### **Cancellation of Lessons**

If You wish to cancel a lesson a minimum of 48 hours prior notice must be given. Cancellations must be made directly between You and Your driving instructor. If You do not give at least 48 hours prior notice of cancellation Your driving instructor reserves the right to charge for the lesson(s) in full.

Your driving instructor can cancel a lesson any time. If a lesson is cancelled, You will be informed of this and your lesson will be rearranged for another date which is convenient for You and Your driving instructor.

### **Payments and Lesson Bookings**

Payment can be made by cash or bank transfer.

### **Late payment**

A late payment fee ("the Fee") will be applicable if the payment remains outstanding 7 days after the lesson was taken. The Fee will be 25% of the balance outstanding. In the event the payment

outstanding and the Fee is not received within 14 days of the Fee being applied, the total amount due will accrue a further fee at 1% every day until payment is received.

### **Hours of work**

The School operates every Monday to Saturday between 9- 6pm. It is closed on Sundays. In the event You require lessons outside of these times, this will need to be arranged and agreed directly with Your driving instructor. The normal hourly rates will not be applicable outside of our normal working hours. An additional fee will be payable on top of the normal hourly rate.

### **Price Changes**

The School may increase its rates from time to time. You will be given 4 weeks' notice prior to the increase.

### **Special offers and discounts**

The School presents a great range of offers and discounts to new and existing learner pupils learning to drive and other related products. The School reserves the right to introduce (and to withdraw) special offers from time to time.

Please note that block bookings are non-refundable. They must be booked and used within 4 months from the date payment is received. Any unused lessons remaining after 4 months will be lost. It is only in exceptional circumstances a refund will be considered and this will be at the discretion of Your driving instructor.

### **Refund Policy**

A refund will be subject to the following:

- Individual lesson(s)- if payment has been received but a lesson(s) has not been taken, a refund will be made provided a minimum of 48 hours prior notice is given.
- Block bookings (applicable to exceptional circumstances only)- if You have taken lesson(s) at the time of cancellation, You will not be eligible for a refund on any lesson(s) already taken and any lesson(s) already taken will be charged at the normal hourly rate. A £25 admin fee will be applicable. A minimum of 48 hours prior notice must be given.

Refunds will be made by cash or bank transfer.

### **Transferability of Lessons**

You cannot sell or transfer lessons which have been purchased in Your name to any other person.

### **Limitation of Liability**

Your driving instructor and/or the School are not liable to You for any loss or damage caused where, and to the extent that:

- there is no breach of a legal duty owed to You by the relevant person or body;
- such loss or damage is not a reasonably foreseeable result of such a breach;
- any such loss or damage, or increase in the same, results from any breach or omission by You;

- any such loss or damage results from circumstances or matters outside of the reasonable control of the relevant person or body.

Your driving instructor and/or the School shall not, in any event, be liable for losses relating to any business interest You may have including, without limitation, lost profits, lost earnings, loss of opportunity or business interruption.

**Insurance**

Your driving instructor will carry the appropriate motor insurance, should You be involved in a collision as a learner driver whilst in control of driving the instructor’s tuition vehicle.

**Laws applying to terms and conditions**

These terms and conditions are governed by the laws of England and Wales and are subject to the jurisdiction of the English Courts.

Please read the terms and conditions carefully and ensure that You understand them before signing this agreement for driving tuition.

By signing this agreement, You agree to all the terms and conditions above.

Signed: ..... Name: ..... Date: .....