

# TERMS OF BUSINESS

## 1) Lesson Appointment Card

- a) A lesson appointment card or a digital based booking system may be used and will be issued or explained to the client either before, or on the first lesson. Clients are advised to carry a card if issued, so that at the end of a lesson the next appointment/s can be entered.

## 2) Driving Licence

- a) Clients MUST personally ensure that they are the holders of a valid, current driving licence - which must be produced at the first lesson and will be regularly checked by their driving instructor. The picture on a photo card licence expires after ten years, your photo card licence must be up to date, or you are liable to a fine. Your instructor may ask for your permission to contact DVLA to confirm your entitlement to drive.
- b) Clients MUST inform their driving instructor if they receive any endorsements on their licence during the time, they are receiving tuition. Including any short period disqualifications (SPDs).
- c) Clients MUST inform their driving instructor of any special needs or medical conditions including Covid they feel may affect their general health and that might affect their ability to drive.

## 3) Client Wellbeing

- a) In the interest of comfort and safety, clients are advised to wear suitable footwear and comfortable clothing which does not restrict movement, please ask your instructor for any advice you may require.

## 4) Tuition Fees

- a) Tuition fees are as stated in the fees section of these terms of business and may be payable in advance. All accounts must be cleared before taking the official practical driving test.

## 5) Postponement of a Lesson by the Driving School/Driving Instructor

- a) If by reason of a vehicle failure or other emergency a lesson has to be postponed at short notice, an alternative appointment will be made with mutual consent. If the postponement is a driving test, the school/instructor will be responsible for the test fee if it cannot be cancelled within the required time (see paragraph 7), regardless of the client's continuation of lessons with the school/instructor. Clients will appreciate that it may not always be possible to notify cancellation if a breakdown occurs on the way to a lesson.
- b) Driving tests take priority over lessons, therefore, pre-booked lessons may have to be cancelled or postponed if the school/instructor receives short notice of a driving test appointment for another client.
- c) Except as provided for in a) above, the school will give notice of rearrangement or postponement of a lesson within the same time limit as the school/instructor imposes upon a client postponing or cancelling a lesson.
- d) If circumstances arise that a change of instructor becomes necessary, the client shall have the right to decline and discontinue lessons with the school/instructor.

## 6) Postponement or Cancellation of Lessons by Clients

- a) The school/instructor requires at least: \_\_\_\_\_Hours' notice of postponement or cancellation of a lesson. Please note that Sundays and public holidays are not counted as working days. Late cancellations will be charged for as specified in the fees section.
- b) Notice to the school/instructor (in writing, by telephone, e-mail or by text) shall be deemed to have been served on the day that the communication is received at the school/instructor's premises, where it will be timed and recorded.

## **7) Postponement or Cancellation of a Test (Theory or Practical)**

- a) The attention of clients is drawn to the fact that a statutory period of notice is required under government regulations for the cancellation or postponement of a test.
  - b) If possible, the client will be advised in good time of the advisability of cancelling their test. The school/instructor cannot be responsible for the loss of the test fee if the client fails to immediately notify the test booking office. The address and telephone number is given on the test appointment confirmation document.
  - c) THE SCHOOL/INSTRUCTOR CANNOT BE HELD RESPONSIBLE FOR ANY POSTPONEMENT OR CANCELLATION OF A TEST BY THE TESTING AUTHORITY - AT WHATEVER NOTICE.
- 8)** Clients should note that where lessons or tuition vehicle hire are cancelled at short notice, because of a cancellation by the testing authority, fees are still payable to the School/Instructor. It may be possible for clients to claim lost fees from the testing authority and your instructor will be able to advise you how to do this.

### **School/Instructor Guarantee**

- a) The school/instructor guarantees that only legally authorised instructors will give tuition.
- b) Instructors' official authorising documents will be displayed on the windscreen of the car and may be inspected freely at any time.
- c) Clients may be accompanied on their lesson by a senior examiner, whose job is to ensure that the tuition given meets the required standard. This is a legal requirement and is in the public interest.
- d) If an authorised trainee instructor is used, a client may expect a senior instructor present during some of the lessons.

## **9) The Driving Test**

- a) Your school/instructor will advise you of the appropriate time to make an application for both the theory and practical driving tests. The advice will be based on the client's progress to date. It does NOT imply that the necessary standard has been reached, or that it will for certain, be reached by the appointed test date, the school/instructor will not hesitate to advise, where necessary, the postponement of the test. This condition is intended to save the client expense, unnecessary failure, and the consequent delay in waiting for another test and obtaining a full licence.
- b) The school/instructor reserves the right to withhold the use of the training vehicle for the test or a lesson, if in the opinion of the instructor the client is:
  - i) Not at driving test pass standard.
  - ii) Medically unfit (including eyesight).
  - iii) Under the influence of drugs or alcohol.
  - iv) Is not properly licensed to drive.
  - v) Consistently fails to keep or is late for appointments.
  - vi) Falls into arrears over payment.
  - vii) If, for any other reason, the instructor considers the client will be unsafe to handle a motor vehicle.
- c) Clients may be accompanied on their test by any person authorised by the Secretary of State to attend the test for the purpose of supervising it or otherwise.
- d) You are reminded that when you attend for your theory or practical test, you MUST take the required documents with you; your instructor will advise you. Failure to comply with this regulation will result in your test being cancelled; you will forfeit your test fee and have to apply for a new test date and pay the fee again.

- e) In the event of the test appointment being sent to the client, they are required to notify the school/instructor as soon as possible of the date and time of the test and show the confirmation to their instructor on their next lesson. The school/instructor cannot accept any responsibility for booking an incorrect time or date for a test unless the appointment confirmation is produced. If the test appointment is booked by the school/instructor, then an undertaking is given by the school/instructor, to show the client the confirmation on their next lesson or notify them as soon as possible.
- f) Clients should notify the school/instructor immediately if the testing authority contacts them to alter the date or time of a practical test, if the client fails to do this, the school/instructor shall have no liability for any fees lost.

**10) Lessons in Own Car**

- a) Lessons may be given in a client’s own car if the instructor is willing to do so, on condition that it is clearly understood:
  - i) The car is fully insured for teaching for reward - and this must be confirmed, in writing, by the vehicle underwriters, usually the broker will not be able to authorise this change in a private policy.
  - ii) The instructor is covered by such insurance for business purposes and to drive the car - to be confirmed as above.
  - iii) The instructor can in no way be held liable for any damage or accident. While the instructor will make every effort to prevent the client having an accident, or damaging the car, it must be realised that their control is very limited. If clients wish to have lessons in their own car, then a second rear view mirror must be provided for the instructor. In view of the extra responsibility entailed, there will normally be no reduction in lesson charges.

**11) Insurance**

- a) School cars are fully insured for tuition and driving tests, the insurer’s name is: .....  
(The certificate of insurance is available for inspection)
- b) No liability of any kind can be accepted by the school/instructor for the loss of, or damage to any property belonging to, or in the possession of the client.

**12) Legal Liability**

- a) Clients should be aware that their instructor’s primary objective is to promote road safety, and in doing so, they will have to issue instructions which clients must be prepared to carry out without undue argument.
- b) The instructor will make every effort to train you to the highest standard but can in no way be held liable for any errors you make whilst driving and not accompanied by your instructor either before or after a test pass.
- c) At all times the client is legally in charge of the vehicle and is liable for any fines or charges levied as a result of any motoring offence committed, whether on tuition or a driving test.

**13) Complaints**

- a) If you are unhappy with any aspect of your tuition you should notify the school/instructor without delay, and not later than seven days from the date on which the cause of the complaint arose. Every effort will be made by the school/instructor to satisfactorily deal with the complaint, these “Terms of Business” and the “Code of Practice for Approved Driving Instructors” forming the basis for negotiations.
- b) Should any dispute be unresolved mutually, then the client has the right to refer the matter to the Motor Schools Association of Great Britain Ltd, full details at [www.msagb.com](http://www.msagb.com)

Signed for the driving school/instructor.

Name..... Date...../...../.....

**Fees etc.**

Duration of a standard lesson will be approximately ..... Minutes

**The charge for:**

A standard lesson is £.....

A series of..... lessons paid for in advance is £.....

A series of..... lessons paid for in advance is £.....

The charge for evening and weekend standard lessons is £.....

The hire of training resource material for 1 week is £.....

The hire of the tuition car and instructor for the driving or theory test is £.....

Pass Plus – a six module positive driving course which may reward you with insurance premium discounts with certain insurance providers. (Ask your instructor for full details) £.....

**All fees are subject to adjustment from time to time at two weeks' notice.**

**Cheques should be made payable to.....**

**Bank Transfer details:**

**Account Name:** \_\_\_\_\_

**Sort Code:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Account No:** \_\_\_\_\_

Lessons will normally start from:

- a) The driving school office\*
- b) The client's home or a place agreed by mutual arrangement\*

\* Delete as necessary

In their own interest, clients are advised to be punctual for appointments. The instructor will wait 15 minutes. A reciprocal waiting time may become necessary for the arrival of the instructor who may be delayed due to some unforeseen circumstance. The lesson will commence from the appointed time or the time of the instructor's arrival if that should be later.

VAT IS INCLUDED IN ALL PRICES IF APPLICABLE

Declaration

I have received a copy of the MSA GB Terms of Business and agree, in partnership with my school/instructor, to be bound by the terms contained in them.

Signed ..... Date .....

Name .....

Address .....

.....

.....Post Code .....

Telephone number(s) .....

Email address.....

Preferred method of contact.....