

Lee's Driver Training

Terms and Conditions of Business

Lee's Driver Training aims to provide you with a high quality service and enjoyable experience whilst you are taking driving lessons. It is therefore important that you the Client know what to expect in your dealings with Lee's Driver Training and what Lee's Driver Training as a business expects of its customers who agree to use its services. It is therefore important that you read these terms and conditions in full.

The following terms are used throughout this document and shall have the following meanings:-

The Client/Pupil – means an individual of whatever age or skill level that is taking driving lessons or using any other services provided by Lee's Driver Training.

Lee's Driver Training here after referred to as **LDT** – means the driving school business, operated and owned by Lee Doyle, that provides driving lessons and other services and products related to driver training.

DVSA – Driving and Vehicle Standards Agency – The government body that conducts and sets the standard for the theory test and practical driving test.

Lesson(s) – A standard 60 minute driving lesson (duration may vary depending upon booking)

The Website – the website operated by LDT which can be reached at these domain names www.lees-driver-training.co.uk / www.maidstonedrivinglessons.biz

1) Driving Tuition Services

1.1 – LDT is a business and driving tuition services are offered to Clients under certain terms and conditions only, which are listed in this document. You are advised to read this document in full, to ensure you understand the terms and conditions under which LDT is willing to offer driving tuition services to you and to ensure you agree with them. Failing to read this document in full and familiarise yourself with the terms and conditions enclosed here-in, represents negligence on the part of the Client and LDT cannot be held responsible or liable for your negligence.

2) The Learner Driver Booklet & Online Services

2.1 – When The Client begins lessons with LDT, The Client will be provided with a "Learner Driver Booklet." This booklet contains useful information about my services, prices, practical advice to improve your driving technique, as well as information about how you will know you are ready for the driving test. If you have any questions, this booklet should be your first port of call, so please take the time to read this booklet in full.

2.2 – From time to time LDT may use third party services to offer core functionality to my business. It may be necessary for Clients to use a username and password to access those services. If this is the case Clients will either be provided with such credentials or asked to supply their own.

3) Driving Licence

3.1 - The Client MUST personally ensure that they are the holders of a valid, signed, current provisional/full driving licence – which must be produced at the first lesson and will be checked by LDT. If the licence is the new photo card type this must be produced at the beginning of the first lesson along with your NI (National Insurance number). This is so entitlement to drive and any endorsements or driving bans can be checked online using the DVLA's new online licence checking system. Refusal to provide your licence, NI number or to give permission for LDT to check your licence online will result in the immediate withdrawal of all driving tuition services. If the licence is the old "all in one" paper licence type, this must also be produced and inspected at the first lesson.

3.2 – The Client MUST inform LDT if they receive any endorsements on their licence or their licence is revoked during the time they are receiving tuition.

3.3 – The Client MUST inform LDT of any disabilities they have that might affect their ability to drive.

4) Personal Details

4.1 – The Client must supply their personal details to LDT to enable driving tuition services to proceed. This includes your full name, address, email address and a contact telephone number (preferably a mobile phone number for automated text message appointment reminders). If the Client is unable or unwilling to supply some or all of this information, lessons will be unable to proceed.

4.2 – If your contact details change during the time you are taking lessons, you must inform LDT by email, text message or by supplying such details in person on your next lesson as soon as possible.

4.3 – LDT accepts no responsibility for not being able to contact a Client due to a change in their details when The Client fails to inform LDT of such changes.

4.4 – Your personal information will be stored safely and securely and will not be disclosed to other third parties unless required to do so by law or such third parties are providing core functionality to LDT. Your details will not be sold. Your information may be used in accordance with my privacy policy as found on the website. If you do not wish to receive communications about promotions and products from LDT, please let me know via email.

5) Special Offers

5.1 – From time to time LDT may run special introductory offers for new Clients only. Should a Client wish to purchase one of these introductory special offers, then the Client MUST mention the offer when booking their first lesson or within 14 days of completing a “40 minute mini-taster lesson” – exclusions may apply!

5.2 – These offers must be paid for via debit or credit card, Apple or Google Pay or in Bitcoin before or at the beginning of your first lesson.

5.3 – A lesson equals one (1) hour. 1 lesson = 1 hour. So 2 hours would be 2 lessons and so on. The word “hour” and “lesson” are used interchangeably and mean the same thing.

5.4 – These offers cannot be purchased once your first lesson at my Pay As You Go or Pay In Advance prices has been completed and are not available to Clients already taking lessons with me or Clients who have previously taken advantage of such an offer. The offers may still be purchased up to 14 days after completing a “40 minute taster lesson”. After this period the offers are withdrawn.

5.5 – During the early stages of your training, it may be necessary for LDT to pick you up from your agreed address and drive you to the location where the lesson will begin, this being due to the fact the Client in the earlier stages will not be competent enough to drive on busy many roads or deal with complex junctions. Also because there may be nowhere nearby that is suitable for a starter lesson as judged by LDT. Regrettably any travel time taken to reach the destination and then returning to the drop off location again will come out of the total lesson duration booked by the Client. The word “session” means the combined total of hours on one day, so a 90 minute lesson would be classed as “one session” and The Client’s next lesson appointment would be classed as another session.

5.6 – Lessons consist of an introduction and a recap. A briefing, driving practise and then a debrief at the end of the lesson. All of this is part of “the lesson”. A lesson does not just consist of time driving the vehicle. We will spend as much time driving as possible on our lessons, but the Client should not expect to spend the entire duration of the lesson driving. You are paying for the length of time of the booking and my time, not how many miles you travel.

5.7 – All the special offers mentioned on the website and in these terms and conditions are offered to you, The Client, subject to your acceptance and agreement and performance of your obligations as laid

out in the terms and conditions mentioned on this document in full. Certain exclusions may apply to certain offers. Should you decide that you are unable to agree with these terms and conditions, (within seven (7) days of signing the Pupil Declaration and Agreement Form) then the special introductory starter offers purchased will become void and you will receive a refund (if appropriate) less any lessons already taken. Lessons already completed will then be charged at LDT's standard Pay As You Go lesson prices as found on the website and the refund calculated accordingly.

5.8 – These special introductory starter offers require that lessons (for the duration of the offer period) be carried out in a certain format. This format must be observed. Should the Client refuse to follow or accept this format, this will result in the immediate invalidation of the special introductory offer due to breach of contract and no refund will be provided.

5.9 – 40 Minute “mini-taster lesson” offer is for new customers to LDT only. This offer is intended for new Clients wishing to try my services before purchasing a main introductory offer or before choosing to commit to taking lessons with me on an on going basis. Foreign licence holders wishing to exchange a foreign licence to a UK one or fully qualified drivers simply looking for refresher lessons are excluded from this offer. Please note that as this is only a 40 minute ‘mini-taster lesson’ we will not be covering much ground. If the Client is a complete beginner then this session will consist of a ‘controls’ lesson. Introducing the car and the controls to the pupil. If the Client has some prior driving experience, then this session will consist of a brief assessment drive and some remedial practise and some tips and advice on how to improve the Clients skill level. Its main purpose is to allow the Client to meet the instructor and sit in the car before committing to regular lessons.

5.10 – The first 5 hours offer is for new customers to LDT who are complete beginners or in the very early stages of their learning only. Foreign licence holders wishing to exchange their EU or foreign licence to a UK licence are excluded from this offer. The offer provides you with five (5) hours at a discounted rate. The first five (5) hours are to be used up front and taken in the following format – 2 x 90 minute sessions and then 2 x 60 minute session making 5 hours in total. The entire offer MUST be completed within 60 days from the date of purchase, any outstanding lessons after this date will be forfeit and no refund will be provided. Exceptions may be made to this clause if the Client suffers a medical emergency or a family bereavement, however, LDT reserves the right to request a doctors medical certificate or a death certificate upon the resumption of lessons. Failure to provide these proofs if requested will result in the loss of those lessons and no refund being given.

5.11 – The first five hours offer is intended to be taken as weekly lessons only and NOT an intensive crash course. LDT will not carry out and fully complete this offer in less than a three week duration.

5.12 – The first 3 hours offer is for new customers to LDT only. The offer provides you with your first 3 hours up front at a discounted rate. The lessons must be taken in two 90 minute sessions only. The offer must be completed within 30 days, any outstanding lessons after this date will be forfeit and no refund will be provided. Exceptions may be made to this clause if the Client suffers a medical emergency or a family bereavement, however LDT reserves the right to request a doctors medical certificate or a death certificate upon the resumption of lessons. Failure to provide these proofs if requested will result in the loss of those lessons and no refund being given. This offer is not open to full licence holders.

5.13 – Exclusions – These special offers cannot be used for driving tests or driving test day lessons. These offers cannot be used in conjunction with each other or any other special introductory offers, promotions or discounts I may be running. The first 5 hours and the first 3 hours offers cannot be used by anyone that has a pre-existing driving test appointment booked to take place within 30 days of commencing the offers with me.

5.14 – These offers may be withdrawn or changed at any time and without prior notice. If however, you have already booked an offer and paid for it in full, any changes made to these offers, will not apply to you.

5.15 – The special offers mentioned on the website are not available for those who already hold a full driving licence seeking 'refresher lessons' or those excluded as listed on the website.

6) Client Well being

6.1 – In the interest of comfort and safety, Clients are advised to wear suitable footwear and comfortable clothing to lessons which does not restrict movement, please ask LDT for any advice you may require.

7) Access To The Vehicle

7.1 – LDT may refuse access to the training vehicle if The Client is wearing muddy or soiled clothing or shoes. A valeting charge of up to £50.00 may be charged and invoiced to The Client for any stains caused by soiled or muddy clothes worn by The Client.

8) Lesson Fees

8.1 – Lesson fees are as stated on the website.

8.2 – All accounts must be cleared before taking the official practical driving test. If The Client owes any outstanding balance, I will not attend any official practical driving test appointment until such fees are paid in full, **even if this means you miss your test!** Under such circumstances LDT will not be responsible or liable for the loss of your test fee or any out of pocket expenses. The Client is responsible for any outstanding balances and to ensure they are fully paid before taking a practical driving test. If The Client is under the legal age of responsibility under the Law of England and Wales, then The Client's parent or guardian shall be responsible for any outstanding fees owed.

8.3 – Lesson fees and other charges may be increased from time to time. New charges may also be introduced for new services or where it becomes uneconomical to run the driving school business without such a new charge being introduced – for example where a congestion charge or environment charge is introduced by local or national government. In this case you will be given 30 days notice of the increase or additional charge. If you choose not to accept the new price or additional charge, The Client has the right to cease taking lessons with LDT.

8.4 – Lesson fees and charges laid out on the website or in The Learner Driver Booklet or in my terms and conditions are NON-negotiable. When The Client agrees to take lessons with LDT, you are entering into a legally binding contract for my services and you agree to pay the prices quoted.

9) Booking Lessons

9.1 – LDT accepts two types of Client and distinguishes between these types:-

9.2 – Regular Pupil – A Client who takes at least three (3) lessons or more per calendar month and is able to commit to a regular lesson spot to take lessons at the same time each week. Such a pupil is entitled to diary reservation.

9.3 – Non-Regular Pupil – A Client who takes a minimum of two (2) lessons per calendar month, who is either able or unable to commit to a regular lesson spot on the same day and time each week. This pupil type is NOT entitled to diary reservation.

9.4 – To remain a customer of LDT The Client MUST book and complete a minimum of two (2) lessons per calendar month. Clients that are unable to comply with this requirement may be removed from my Client list. Exceptions may be made to this clause where a Client is away on an extended holiday or suffers from unexpected illness or experiences a family bereavement. Where a Client suffers from an unexpected illness or injury or a close bereavement LDT may invite the Client to provide a valid copy of a Doctors note (on official surgery headed note paper or other valid recognised official form) or a copy of a valid Death Certificate. If the Client is unable to produce or chooses not to produce valid documentation after being invited to do so then the contract will be terminated and any monies paid in advance will be forfeit due to breach of contract. It is the Client's responsibility to make themselves available to fulfil lesson appointments.

9.5 – Lessons are booked on a first come first served basis with evenings and weekends being the most popular and busiest times. Priority is always given to 'Regular Pupils'. My diary fills up quickly, so for this reason I normally book lessons up to one month in advance. If you require a specified time, it is your responsibility to ensure that you book your lessons sufficiently in advance to ensure you can secure the time spot you prefer. Regular Pupils will always have their lesson spots reserved for them and have first choice in my diary. Non-Regular Pupils will not have a lesson spot reserved for them and as such other pupils may book the lesson spot. To avoid this, you should either book up your lessons into my diary early the week before or consider becoming a Regular Pupil.

9.6 – To prevent one or two pupils monopolising my diary and taking numerous diary slots, pupils are restricted to a maximum of two (2) bookings per week. As a business I have a number of pupils and I have to ensure that the diary is utilised fairly. The only exception to this are pupils who are undertaking a semi-intensive course.

9.7 – Learning to drive is a training course and takes time. The Client should therefore consider becoming a Regular Pupil to ensure they complete their training in a quicker time and thus save money in the long run. Being a Non-Regular Pupil will mean that your training will take longer to complete. Also due to the irregular nature of your training schedule, it may cost more in the long run.

9.8 – Clients are under no minimum term contract or have an obligation to continue taking lessons with LDT. Clients may cease taking lessons at any time. Please note however, that lessons not taken under this clause, but which are already paid for are non-refundable. Also note that where a client exercises their right to cease taking lessons with LDT, 24 hours notice is still required of their intention not to keep any future lesson appointments still booked in my diary. Failure to provide notice of your intention to cancel appointments will still incur short notice/missed lesson fees.

9.9 – An automated text message reminder will be sent to remind and confirm your lesson appointment at roughly 24 hours the day before the appointment. Once this automated text message reminder has been sent (as shown by the system log) it is the Client's responsibility to then get in contact with LDT to cancel the appointment immediately should you not be able to attend. If no cancellation notice is received from the Client AFTER the automated message has been sent and before 8pm the same day, then it is assumed that the appointment has been accepted by the Client, who will then be liable for any charges incurred for the lesson or late notice cancellation fees should they fail to attend the appointment.

10) Client Attitude

10.1 – LDT has a reasonable expectation that Clients will attend their lessons, ready to learn, ready to listen and follow the instructions provided and ready to focus on the task at hand. Although pleasantries will be exchanged at the beginning of the lesson in the normal course of greeting, as well as a small amount of friendly conversation throughout the lesson, our main focus must be the lesson itself and the topic we are focusing on and the action that we need to take to achieve the goal of the lesson or improve the skills of the pupil. This is in the Client's own interest as they are paying for my time during the lesson.

10.2 – If a Client appears not to be focused on the lesson, but continually wants to chat about matters not related to the lesson or driver training in general, this will be considered as a bad or inappropriate attitude. LDT would ask the pupil to focus on the lesson and task at hand. If this attitude persists over a number of lessons, this will be considered as a bad or inappropriate attitude by the Client. This would mean that the Client is wasting precious time during the lesson and will take longer and cost more to complete the training and reach test pass standard. No refund will be offered to or complaints accepted by, Clients that wish to spend most of their lessons talking, as opposed to focusing on the lesson.

11) Teaching Style and Personality

11.1 – Every driving instructor has their own teaching style that works best for them and the majority of their Clients. An instructor should try to adapt that teaching style (within reason) to suit an individual pupil. However, a Client may find that they cannot get on with the instructor's teaching style. If you as a Client finds that the teaching style employed by LDT isn't suited to you, you should mention this and LDT will try to adapt the method used. However, this may not be possible in all circumstances and if a

Client feels that they cannot get on with the teaching style employed by LDT, they may wish to consider switching to another driving school. This may even be suggested by LDT. Note that any lessons that are already paid for must be completed before switching. No refund will be provided to Clients that wish to cease lessons to switch to another driving school if they choose not to complete any prepaid lessons.

11.2 – Everyone of us has different personalities and in the vast majority of cases both the instructor and the Client should get on fine and be comfortable with each other. However, there may be rare occasions – as in life in general – that there will be a clash of personalities between the instructor and the Client. In this situation in the Client's best interest, the instructor may suggest that the Client may wish to try either a different driving school or an instructor of a different gender. This should be a very rare occurrence, but in order for the Client to make more progress and feel more comfortable this may be suggested if it becomes an issue.

11.3 – Under such circumstances ALL lessons that are currently paid for MUST be completed before the Client switches. LDT will NEVER withhold any lessons from a Client that have been prepaid just because of a personality clash. However, should a Client decide to cease taking lessons with immediate effect no refund will be provided for any lessons that have been prepaid and are still outstanding.

11.4 – LDT is within its rights to refuse to take any further (non prepaid) bookings from a Client that it feels has a personality clash with the instructor or has a bad attitude to learning. This decision would be taken in the best interest of the Client. Any such decisions taken to this effect by LDT will be final and not subject to appeal.

12) Phone Bookings During Lessons

12.1 – From time to time LDT may receive a phone call (or calls) from prospective clients during The Client's lessons. I will have to take these calls via a blue-tooth hands-free device. During any calls I will ask The Client to pull over at the side of the road in a safe place until the call is concluded.

12.2 – If The Client's lesson is interrupted by such a business call, I will make up any lost time at the end of the lesson to ensure that The Client does not miss out because of the phone call.

12.3 – On some occasions it may not be possible to add time at the end of The Client's lesson due to limited travel time between The Client's lesson and my next lesson appointment. If this is the case, then additional time will be allocated to The Client's next lesson booking instead free of charge.

12.4 – During official practical driving tests or mock tests, LDT will ensure the phone is switched off so The Client's drive will not be interrupted.

13) Observer On Lessons

13.1 – LDT does allow Clients to occasionally bring an observer with them on their lessons. This could be a friend or a relative to sit in the back of the car during the Client's lesson, to see how the Client gets on. This should only be on an occasional basis and not every week.

13.2 – Please note that the Client MUST ask permission to bring an observer with them on the lesson before the lesson is conducted. LDT reserves the right to refuse to allow the observer on the lesson and has the right to refuse to conduct the lesson if the Client insists on bringing an observer that has been refused.

13.3 – Observers must remain quiet in the back of the car during the lesson and not interfere with the lesson in any way. Should an observer start to interfere in the lesson, LDT reserves the right to bring the lesson to an end and there would be no refund for aborting the lesson early. It is the Client's responsibility to ensure that any observer they may bring along with them from time to time, understands these conditions on their attendance.

14) Driver Training Program

14.1 – LDT uses and follows the DVSA learning syllabus. This syllabus is presented in your Learner Driver Booklet and covers around 20 topics which must be covered and The Client be able to complete

to the required standard to fully prepare The Client for the driving test. I as your instructor will be assessing the current level of skill and progress of The Client against this syllabus. If The Client in my professional opinion as a Driving & Vehicle Standards Agency Approved Driving Instructor is not yet at the required standard for any of the topics listed, I will not hesitate to recommend further lessons to improve The Client's skill level and ability. Where The Client refuses to accept and follow the learning syllabus or refuses to accept or challenges remedial correction of driving faults made or attitudes held, then this will be deemed as a severe breach of these terms and conditions and will result in me exercising my right to refuse to provide further tuition services to The Client, with no refund being provided. LDT makes the assumption that unless specifically stated by The Client to the contrary, that lessons will be continuing right up until the date of the practical driving test and so training and sessions to gain experience, will be booked weekly until the date of the driving test.

14.2 – At the end of each lesson I will debrief The Client on the progress made during the lesson and ask for feedback from The Client. If The Client has any concerns about the progress made during that lesson or disagrees with my assessment, they should raise it at this point and I will explain my assessment more fully.

14.3 – Where the Client is already in possession of either a full European or UK Full licence are are just taking refresher lessons – where no driving test is required – then the training program will be adjusted to suit the requirements of the Client. However, in such instances please be aware that as a DVSA approved driving instructor my job still requires me to follow best practise and to promote road safety above all else. Where a Client makes a driving fault and I deem this serious enough it will be mentioned and remedial work will be carried out to correct this. Should a Client not be willing to address or accept the correction of serious driving faults – this will be deemed as a severe breach of these terms and conditions and will result in the withdrawal of all services with immediate effect and no refund will be provided in such instances.

14.4 – If The Client has any concerns or complaints about the quality of the tuition given or about my services in general, they should raise the matter with me either informally in the car at the end of a lesson or formally by following LDT's complaints procedure as found in there terms and conditions.

15) Private Practise & Main Road Driving

15.1 – Once The Client reaches a certain level of competency it may be beneficial for The Client to take advantage of extra driving practise in their own time with a friend, parent or partner. You MUST ensure that you have sufficient learner car insurance in place and all rules and laws on accompanying a learner driver are followed. During such practise sessions LDT recommends that The Client practises situations that have been completed and already covered in our lessons. LDT would not recommend attempting roads or situations that have not yet been covered, as this could lead The Client to being out of their depth and comfort zone. These situations may also be beyond The Client's current skill level and ability leading to the possibility of an accident, causing a nuisance to other road users or leading to a knock in the confidence level of The Client.

15.2 – LDT accepts NO responsibility or liability for anything that happens during private practise sessions conducted outside of normal lessons and not under my professional instruction and supervision.

15.3 – As a professional DVSA approved driving instructor, it is my job to train you to the highest standard to become a safe and competent driver and to follow the DVSA's approved learning syllabus. Our goal is to get The Client out onto bigger more challenging main roads and situations as soon as The Client is competent enough to handle them. However, The Client MUST be aware that my main objective is road safety and to train The Client to the correct pass standard. If The Client is not yet at a competent enough level to be able to handle bigger main roads without regularly stalling the car, without taking unnecessary lengths of time to prepare themselves at junctions or causing a general nuisance to other drivers due to driving too slowly or not yet being competent enough to handle such main roads – then I will keep The Client on quieter side streets that are more within The Client's competency level until such time that the skill and competency level of The Client improves.

15.4 – LDT makes no apology for exercising my good judgement and professional and experienced opinion in this matter. If The Client is taken onto busier roads or more complex situations during private practise sessions – before I assess that they are ready for such situations or against my advice – then this is a matter between The Client and their accompanying driver. The accompanying driver will be fully and legally responsible for The Client and for anything that occurs on the road during such sessions.

16) Pick-up and Drop off

16.1 – LDT will pick-up pupils from a pre-arranged meeting location for lesson appointments, this will normally be the pupil's home. Where alternative locations are required such as a place of work or school The Client should arrange this and confirm this with me 24 hours prior to the lesson appointment. If less notice is given LDT reserves the right to refuse this alternative location, as it may not be possible due to extended travelling time from my previous lesson location.

16.2 – Lessons will normally end at the same location as the pick-up point. Where The Client wishes to be dropped off at an alternative location, The Client should request this 24 hours before the lesson or at least 60 minutes before the start of the lesson. LDT is not a taxi service and reserves the right to refuse alternative locations based on travelling distance and time taken to reach the destination or because it may interfere with my next lesson appointment or the topic planned for your lesson that day.

16.3 – Where LDT has agreed to pick-up The Client from one location and drop them off at an alternative location, The Client MUST be aware that LDT is not a taxi service and The Client should make backup travel arrangements, in case the lesson has to be cancelled at short notice. LDT cannot be held responsible or in any way be held liable for leaving The Client stranded due to short notice lesson cancellation.

17) Postponement or Cancellation of Lessons by LDT – My Obligations to You

17.1 – If by reason of a vehicle failure, ill health or other reason a lesson has to be cancelled at short notice, an alternative appointment will be made for The Client with mutual consent:-

17.1.2 – If the notice given by LDT is less than 60 minutes before your lesson is due to take place, a good will discount will be offered when you next pay for a lesson BUT ONLY if the lesson that was cancelled at short notice had already been paid for prior to the lesson being cancelled. Where the lesson had not already been paid for, no good will discount will be offered.

17.1.3 – Notice given at any other time that is greater than 60 minutes before your lesson appointment is due to begin, then NO good will discount will be provided.

17.2 – If The Client owes any outstanding balances or is in breach of these terms and conditions of business, then no good will discount will be offered.

17.3 – If the cancelled lesson is a driving test appointment, LDT will be responsible for the test fee, if the test appointment cannot be cancelled within the DVSA required time frame for refunds. This regardless of The Client's continuation of lessons with LDT. The test fee will be refunded within 30 days of the date of cancellation. Only the test fee is refundable not any expenses or losses! The test fee is currently £62 for a weekday test. If we have already arrived at the test centre and the test is cancelled immediately before it begins or part way through due to a vehicle fault that was not reasonably foreseeable, such as a puncture or a blown bulb or an engine fault – LDT will not be responsible or liable to refund the test fee, but will refund the vehicle hire charge. Clients will appreciate that it may not always be possible to notify of a cancellation if a breakdown occurs on the way to a lesson. Lessons cancelled due to bad weather such as snow, ice or flooding or "act of god" or other local or national emergency or incident beyond my control are not subject to a good will discount.

17.4 – Driving tests take priority over lessons therefore pre-booked lessons may have to be cancelled or postponed if I receive short notice of a driving test appointment.

17.5 – Except as provided for in clauses 17.1) above, LDT will try to give at least 24 hours notice of rearrangement or postponement of a lesson. Usually by 8:00pm the day before your appointment. However, this wont always be possible.

17.6 – Where a lesson is cancelled with short notice by LDT due to information provided by the pupil or information discovered about the pupil such as, the Client informs me that they have been out drinking the previous night (including if alcohol or drugs can be smelt on the breath or detected). Or that they are on medication and the doctor has advised them not to drive. In such cases no good will discount will be provided. Cancellation fees will still be payable as this is considered as a short notice cancellation by the pupil, as LDT has been effectively forced to cancel the lesson. In such instances the Client is advised to inform LDT well in advance if they cannot make a lesson appointment due to circumstances like these to avoid being charged. Remember it is The Client's responsibility to turn up in a legal, fit and reasonable condition for driving lesson appointments.

18) Postponement or Cancellation of Lessons by Clients – Your Obligations to Me

18.1 – Regular Pupils and Non-Regular Pupils are required to provide notice of their intention to postpone or cancel a lesson appointment. This should be by 8:00pm the day before your appointment. Where notice is given by 8:00pm the day before your appointment or or greater, no cancellation fee will be applicable.

18.2 – If it is not possible to provide the notice by 8:00pm the day before your appointment and you need to cancel a lesson on the DAY it is due to take place:-

18.2.1 - Where the notice is less than 60 minutes prior to the start of the lesson appointment the FULL lesson fee will become payable and will due before any further lessons are conducted. If the cancellation is an emergency – no charge will be made as long as you can provide evidence of the emergency.

18.2.2 – Where a lesson is cancelled on the day of the appointment but with more than 60 minutes notice – If the pupil has cancelled late at any point this current calendar month, then a £15 late notice cancellation charge will be due. Late notice is considered anything after 8:00pm the day before your lesson.

18.2.3 – Where a lesson is cancelled on the day of the appointment but with more than 60 minutes notice – If the pupil has NOT cancelled late at any point this current calendar month, then no charge will be due. Late notice is considered anything after 8:00pm the day before your lesson.

18.3 – Where a late notice cancellation fee is due but where the lesson has already been paid for in advance, the Client may opt to forfeit a 60 minute lesson appointment instead. If 14 days pass and a late notice cancellation fee is still outstanding from the date of issue and not paid by the Client, then any 60 minute lesson that may have already been paid for will be deducted instead. Where a late notice cancellation fee is due, but the Client has ceased to take lessons with the business, an invoice may be raised and sent to the Client requesting payment instead. Where a late notice cancellation fee is due no further lessons will be conducted until the fee is paid in full.

18.4 – Lessons that are paid for in advance must be completed and used up within the following specified time frames of the date of purchase. Pay in Advance offers – 5 hours – within 60 days, 10 hours – within 100 days. After these periods any lessons outstanding will be lost and no refund will be given. Where LDT is unavailable to fulfil lessons, such as ill or on holiday, the 'count down' clock will stop during such periods. Pupils cannot be expected to fulfil lessons when LDT is not available.

18.5 – Where lessons have been paid for in advance it is important that the Client makes themselves available to fulfil those lessons. Whilst LDT will do all that it reasonably can to accommodate Clients that cannot make lesson appointments because of a change of circumstances, such as a change of job or college, the Client must be aware that I have other Clients as well as themselves and so it may not be

possible to just change the regular day or time the Client has their lessons on. My diary availability will have been discussed with the Client when they began their lessons.

18.6 – A minimum of seven days (7) notice is required to postpone or change lesson appointments that are part of intensive or semi-intensive crash courses. Failure to provide this notice will result in the loss of the training day(s) affected and no refund will be given for this loss.

LDT will accept short notice postponements, within the 7 day period for pupils on intensive or semi-intensive courses due to medical emergencies, for either yourself or a dependent or a close relative, however, please note that I reserve the right to request a doctors medical certificate as proof of the medical emergency. A close bereavement in the family will also be accepted, but again I reserve the right to request a copy of the death certificate as proof on the resumption of lessons. Failure to provide the required proofs above if requested, will result in the loss of the lesson appointment(s) affected and no refund will be given.

18.7 – Please note that where a driving test appointment is affected by a short notice cancellation by The Client, then the driving test fee will be forfeited and the test booking lost (in accordance with DVSA policy) A new practical driving test booking will then have to be made at The Client's additional expense.

18.8 – Notice to LDT (by email, text message or phone call or in writing by post) shall be deemed to have been served on the day and time that the communication is received by LDT, where it will be timed and recorded. If there is any dispute over the timing of a notice to cancel a lesson appointment, LDT will ask The Client to provide proof of the sending of the notice – this will be in the way of examining The Client's phone and/or text message log. If The Client is unable or unwilling to provide such evidence, it will be deemed that the Client has failed to provide the required notice and so charges will apply as described.

19) Postponement or Cancellation of a Test (Theory or Practical)

19.1 – 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.

19.2 – If possible, The Client will be advised in good time of the advisability of cancelling their test. LDT cannot be held 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 document or email from the testing authority.

19.3 – LDT CANNOT BE HELD RESPONSIBLE FOR ANY POSTPONEMENT OR CANCELLATION OF A TEST BY THE TESTING AUTHORITY – AT WHATEVER NOTICE.

19.4 – 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. It may be possible for clients to claim lost fees from the testing authority. Ask the test centre for an "out of pocket expenses" form.

20) LDT Guarantee

20.1 – LDT guarantees that I am legally authorised by the DVSA to give driving tuition.

20.2 – My ADI licence will be displayed on the windscreen of the car and may be inspected freely at any time.

21) The Driving Test

21.1 – I as your instructor will advise 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 "Test Pass" standard has been reached or that it will for certain be reached by the appointed test date. LDT 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 appointment and obtaining a full licence.

21.2 – IMPORTANT! THE DRIVING TEST IS A PRIVATE CONTRACTUAL ARRANGEMENT BETWEEN THE CLIENT AND DVSA (THE DRIVING & VEHICLE STANDARDS AGENCY) IT IS THE CLIENT'S RESPONSIBILITY TO PROVIDE A VEHICLE FOR USE WITH THE DRIVING TEST. Under normal circumstances LDT will make the training vehicle belonging to LDT available for The Client to take the test in at an additional cost, **however, LDT is under no obligation to do so!**

21.3 – LDT will make the tuition vehicle available to the The Client for a practical driving test subject to the following:- a minimum of 7 days notice has been provided before the test date for pupils that have trained with me and a minimum of 30 days notice is given for pupils just wishing to hire my vehicle for a test. The test should be due to take place within the normal opening hours of LDT, as published in the Learner Driver booklet and on the website. This is also subject to diary availability. Driving tests do take priority over normal booked lessons, however, driving tests DO NOT take priority over prior booked intensive crash courses or driving tests booked by other pupils.

21.4 – LDT covers the Maidstone and Medway (Gillingham) practical driving test centres only, if you wish to take your driving test at another test centre, regrettably you will need to make your own travel arrangements and provide another vehicle for use with the test.

21.5 – **LDT reserves the right to withhold and refuse the use of the training vehicle for the test, if in my opinion as your instructor the client is:-**

21.5.1 – Not at driving test pass standard.

21.5.2 – The Client has booked a driving test appointment against my advice or is due to take place before a 90-minute mock test has been carried out and passed with a sufficient score. If the pupil has not yet fully completed the required learning syllabus. If the test booked doesn't comply with the test terms and restrictions listed on my website.

21.5.3 – Medically unfit (including eyesight).

21.5.4 – Under the influence of drugs or alcohol.

21.5.5 – Is not properly licensed to drive.

21.5.6 – Falls into arrears over payment.

21.5.7 – If, for any other reason, I as your instructor considers the client will be unsafe to handle a motor vehicle.

21.6 – Both DVSA Driving Examiners and LDT reserves the right to abort a driving test that is currently in progress, if we believe my vehicle is about to be damaged or the pupil is driving in a reckless manner and there is a risk to public safety. No refund of the test fee will be provided in this circumstance.

21.7 – Clients may be accompanied on their test by a supervising examiner, whose job is to ensure that official standards of testing are observed by examiners. This is a legal requirement and is in the public interest.

21.8 – At the beginning of a driving test the DVSA examiner will ask The Client/Candidate if they would like their driving instructor to accompany them on the test. It is the policy of LDT to accompany ALL pupils on the test without exception. This is due to legal reasons so that LDT can act as a witness should there be any incidents/accidents during the test. By booking to take your test in the tuition vehicle belonging to LDT, The Client agrees to willingly waive their right to take the test unaccompanied by their instructor. Therefore when the examiner asks if you would like your instructor to accompany you on the test – The Client agrees to say “yes”. Should the Client say “no” at this point or refuses to agree to waive this right, then the tuition vehicle will immediately be withdrawn and LDT will refuse to allow the test to proceed in my vehicle. This will result in you losing your test fee and LDT will not refund any car

hire charges. If you do not agree with this clause you MUST take your test in another vehicle or book your test with another instructor.

21.9 – You are reminded that when you attend for your theory or practical test, that it is The Clients responsibility to ensure that you take the required documents with you. You need to bring your full provisional driving licence, plastic photocard. Failure to comply with this regulation will mean the examiner will have to cancel your test; you will forfeit your test fee and have to apply for a new test date. LDT takes no responsibility for tests that are cancelled due to Clients failing to bring legally required documents to the test appointment. If your test is cancelled for this reason, vehicle hire charges are still payable.

21.10 – Where LDT has to cancel a driving test appointment on the day of your driving test or up to three (3) days before the day of your driving test then LDT will be responsible for refunding your DVSA test booking fee, except where LDT has already refused the use of the tuition vehicle and the pupil has simply failed to cancel the appointment with DVSA (or if has to cancel due to being unwell due to COVID.) Where the test has to be aborted either immediately before commencing whilst in the test centre or part way through because the vehicle develops a fault then LDT will be responsible for refunding the vehicle hire fee, but NOT the DVSA test booking fee.

21.11 – In the event of the test appointment being sent to The Client, they are required to notify LDT as soon as possible of the date and time of the test and show the document to their instructor on their next lesson. LDT cannot accept any responsibility for booking an incorrect time or date slot in my diary for a test, unless the appointment document is produced. If the appointment is sent to LDT, then an undertaking is given to show The Client the document on their next lesson or notify them as soon as possible. The document will be handed to the client on request.

21.12 – If you have a driving test booked within the next 2 months, it is your responsibility to ensure that you book up sufficient number of lessons and secure appointment times in my diary leading up to the test itself. At times I book up pupils three month in advance, however, if you have a driving test due I recommend that you contact me at least 2 months in advance prior to the test date to ensure you can secure lesson spots in my diary leading up to the test. Remember lessons are booked on a first come first served basis. LDT cannot be held responsible if a Client fails to book up sufficient lesson appointment(s) in advance of the test date.

21.13 – If a new Client who has not trained with me wishes to take a driving test appointment with me, I require a minimum of 90 minutes of tuition/mock test to be carried out BEFORE attending or agreeing to any driving test appointments they have booked. This assessment MUST take place at least fourteen (14) days before the test date. Refusal to accept this condition will result in the refusal to use my vehicle for your test.

21.14 – LDT will make every effort to train the pupil to a high standard of driving technique and driving theory, but pupils are reminded that it is their responsibility to study for the theory and practical driving tests and LDT cannot be held responsible if pupils forget about or fail to implement certain techniques during the practical driving test. The same applies if The Client does not book up sufficient lessons to allow full training to be covered. During regular lessons we will cover a variety of road conditions and different areas in and around Maidstone as appropriate, however LDT makes no undertaking or guarantee, that we will cover every single available road in Maidstone or the surrounding areas. You will be given the necessary knowledge and skills to be able to read the road as you drive, to be able to read signs and road markings and thus make decisions and act upon what you can see. LDT cannot be held responsible or liable if you take a route (or roads) you are not familiar with during the practical driving test, you should be able to read the road as you drive!

22) Lessons in Own Car

22.1 – It is the policy of LDT that all driving instruction and training will be undertaken in the training vehicle belonging to LDT. Due to safety, legal, insurance and advertising reasons, LDT does not carry out lessons in Clients own vehicles.

23) Insurance

23.1 – My tuition vehicle is fully insured for tuition and driving tests, as well as public liability. (The certificate of insurance is available for inspection)

23.2 – No liability of any kind can be accepted by LDT for the loss of or damage to any property belonging to or in the possession of the client, that is brought along on driving lessons or tests, except for any reasonable due care.

24) Road Safety & Legal Liability

24.1 – During normal lessons the instructor and the Client share responsibility for road safety. Therefore it is important that Clients should be aware that my primary objective as your instructor is to promote road safety and in doing so, will have to issue instructions which The Client must be prepared to carry out without undue argument or hesitation. At times it may be necessary for the instructor to take control of the vehicle from the pupil, such as grabbing the steering wheel or using the dual controls, this will be as a last resort to maintain safety for the pupil, other road users and to prevent damage to my vehicle. **The pupil is required to co-operate fully during such instances.** Once we are safe I will explain why it was necessary to take control of the vehicle and how the situation could have been avoided. Failure of a Client to fully co-operate during such instances or failure to accept correction or advice or challenging the instructor over the correction or advice after the incident will be deemed as a severe breach of these terms and conditions and will result in me exercising my right to refuse to provide further tuition services to The Client, with no refund being provided.

24.2 – Where a driving offence is committed the authorities will require the name of the driver. LDT will be required to supply this information in accordance with the law. LDT will do everything reasonable to prevent the pupil from committing any driving offences, however the pupil is required to obey traffic laws and road regulations and failure to do so may result in prosecution or fines. Nothing in these terms and conditions removes responsibility from Clients just because you are under taking lessons.

24.3 – I as your instructor will make every effort to train you to the highest standard, both to pass the test and to make you a safe and confident driver beyond the test, but can in no way be held liable for any errors you commit whilst on your driving test and also whilst driving and not accompanied by me, either before or after a test pass.

24.4 – **During an official DVSA driving test or mock driving test, The Client is in charge of the vehicle and is liable for any fines or charges levied as a result of any motoring offence committed.**

25) Complaints

25.1 – If you are unhappy with any aspect of your tuition you should notify LDT without delay by sending an email to mail@lees-driver-training.co.uk This notification should not be later than seven (7) days from the date on which the cause of the complaint arose. Every effort will be made by LDT to satisfactorily deal with the complaint, these Terms and Conditions forming the basis for negotiations.

25.2 – You may also make a complaint to the DVSA. Depending upon the nature of the complaint they may or may not be able to help or indeed have any jurisdiction over the matter.

26) Right to Refuse To Provide Driving Tuition Services

26.1 – LDT reserves the right to withhold or withdraw driving tuition services, on a temporary or permanent basis, if The Client:-

26.1.2 – Uses inappropriate abusive language towards me.

26.1.3 – Is under the influence of drugs or alcohol.

26.1.4 – Behaves in an inappropriate manner towards me, including violence or threats, this includes family members/partners of The Client. (Please note that all threats or violence WILL BE reported to the police!)

26.1.5 – Behaves in an inappropriate manner towards DVSA driving examiners or staff before, during or after a practical driving test appointment, including violence or threats, this includes family members/partners of The Client. (Please note that all threats or violence WILL BE reported to the police!)

26.1.6 – Consistently fails to follow reasonable instructions as is necessary for the provision of driving tuition services.

26.1.7 – Rejects or refuses to follow the approved driver training syllabus or rejects or refuses to accept any correction of driving faults or the result of a legitimate mock test.

26.1.8 – Consistently fails to keep/or is consistently late for driving lesson appointments.

26.1.9 – Four weeks pass in which no lesson appointments are booked up and carried out, this would be considered more than an average cancellation rate and would be considered as a cessation of lessons. Exemptions may be made for medical conditions or family bereavement though a medical or death certificate may be requested as proof on the resumption of lessons.

26.1.10 – The Client serves notice verbally, in writing or via electronic communication, that they:-

26.1.10.1 – Do not wish to take any further lessons.

26.1.10.2 – They cannot for some other reason continue with lessons.

26.1.10.3 – They will 'get back to me' with a decision as to whether they wish to continue with lessons.

26.1.10.4 – Or they will 'get back to me' with a decision as to when they will become available for further lessons. Once this notice has been served LDT reserves the right to refuse any future bookings from The Client and may immediately give their lesson spot away to another pupil.

26.1.11 – Falls into arrears over fees owed.

26.1.12 – Fails to correct a breach of these terms and conditions within a seven (7) day period, after receiving notice to do so.

26.2 – Under such circumstances all driving lessons and services will cease. Clients will still be responsible for paying any monies or missed lesson fees owed and LDT may take all legal action possible to recover these fees if not paid in a prompt manner.

26.3 – Any special offers that LDT chooses to offer from time to time may be subject to separate terms and conditions. If Clients are in breach of any clause of these terms and conditions of business in general, then any special offers undertaken may become void and be forfeit, under such circumstances no refund will be provided.

26.4 – It may also be necessary to cease to provide tuition services if it becomes uneconomical to continue to provide the services. Such as a Client moves address to an area outside my coverage area or due to a rise in fuel prices makes it prohibitively expensive to continue provision of services generally or just in a particular geographical area or LDT decides to close and cease trading. Any lessons that have been paid for in advance will be honoured and fulfilled before ceasing services under this clause, except for circumstances as described in section 33 Force Majeure of these terms.

26.5 – LDT may also refuse to accept any further bookings from a Client or refuse to take a booking for a potential client without giving a reason. However, driving lessons will never be refused on the basis of religion, race, gender or other factors considered to be discriminatory.

27) Payments, Refunds & Outstanding Balances

27.1 – Payments must be made prior to lessons being given. Payment will be sought at the beginning of the lesson if it hasn't been paid for online/by telephone prior to the start of the lesson. Acceptable payment methods are debit or credit cards, Apple or Google Pay or Bitcoin/Dash Cryptocurrency. Regrettably cash and cheques for lesson payment are no longer accepted. Clients who turn up for lessons without the means to pay will have the lesson cancelled and will be charged the the full lesson price.

27.2 – Any outstanding balances either lesson payments or late notice/missed lesson charges, may be invoiced to the Client. If full payment isn't received within 14 days of the date of the invoice, then a £25 late payment charge will be levied which will be payable in addition to the original outstanding balance. If full payment still isn't received within a further 14 days from this point, legal proceedings may be issued to recover the outstanding balance and/or the debt will be passed onto a debt collection agency to recover the debt and therefore will incur further £40 collections charge. Additional charges in relation to collection activity as well as interest charges may be added as they are incurred.

27.3 – After seven (7) days pass from signing the 'Pupil Record & Agreement Form' and being made aware of these written terms and conditions, the Client is then deemed to have read and accepted these terms and conditions in full. As such after seven (7) days have passed from signing the 'Pupil Record & Agreement Form' and being made aware of these terms and conditions, no refund requests will be accepted. LDT does not give refunds for lessons not taken. Should you not complete any lessons paid for in advance no refund will be given.

27.4 – Any payments taken in person, are not subject to the UK distance selling regulations Act by law. As such are not eligible for the seven (7) day cooling off period and therefore are not eligible for a refund. Should you wish to cancel a training package paid in person no refund will be offered.

27.5 – If LDT is unable to provide you with training after your lesson package has been purchased, due to unforeseen circumstances, for example vehicle breakdown, a medical emergency or a family bereavement, then your training may be postponed for a maximum of 30 days. If LDT is still unable to provide you with training after this date, you will be entitled to a refund (less any lessons already taken).

28) Cooling Off Period

28.1 – Any special introductory offer or "Pay In Advance" lessons bought by new Clients will be eligible for a refund (less any lessons already taken if this is requested within seven (7) days of signing the 'Pupil Record & Agreement Form'. If the request is made outside of this seven (7) day window after signing the 'Pupil Record & Agreement Form', then no refund will be given. Refund requests **MUST** be made in writing. To request a partial refund within the seven (7) day 'cooling off' period, send an email to mail@lees-driver-training.co.uk explaining your request. If you send your request to any other address or contact details, it will not be accepted. Refunds can take up to 7 days to process.

29) Lesson Appointments – Late Arrivals

29.1 – In their own interests Clients are advised to be punctual for appointments. LDT will wait 15 minutes. A reciprocal waiting time may become necessary for the arrival of the instructor who may be delayed in traffic or 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. The clock in the training vehicle belonging to LDT will be used when determining timings, for lesson durations and late arrivals for both the pupil and the instructor.

29.2 – If you are running late for a lesson appointment, you should send me a text or call me as soon as possible. I will wait 15 minutes for your arrival, if you have not arrived by then the lesson will be cancelled. I will leave a note stating that "I called today and you were not available", under such circumstances the lesson will be treated as if you had missed it and provided no notice and as such you will be charged the appropriate missed lesson fee, as laid out in the pupil guide booklet.

29.3 – If I am more than 15 minutes late for your lesson appointment, if I have the time your lesson will begin at the time of my arrival for the appropriate length as booked. If I don't have the time, such as to

continue would make me late for my next lesson appointment, the lesson will be cancelled. If the lesson had already been paid for you will be entitled to a £15 good will discount. Alternatively, you may opt to begin the lesson at my arrival, for a shortened duration than originally booked for and have it at a reduced price. The price will be reduced by £15.

30) In Car CCTV

30.1 – LDT has CCTV cameras mounted in the tuition vehicle. These cameras point out the front and rear windows of the vehicle and are used for educational purposes and to record vital evidence for law enforcement agencies or insurance purposes in the event of a crash or incident on the road and to help maintain road safety by ensuring other road users know they are being recorded whilst following my tuition vehicle. These recordings are stored for up to 30 days. Permanent recordings will only be kept in the event of an incident on the road for evidence purposes.

30.2 – These cameras will NEVER be pointed directly at The Client in the car. The Client has the right to see the recordings made during the time of their lesson, but must mention this at the end of their lesson. Clients may request a copy of the recording made during their lessons, but LDT will make a charge of £10 per request to cover production costs associated with the request. As Recordings are wiped from the camera at the end of the day the recording is made, The Client must request a copy the same day as their lesson takes place.

31) Tuition Vehicle

31.1 – From time to time my tuition vehicle will be off the road for repairs and/or reach end of life and will need to be replaced. If you have a driving test due around this time, (where possible) LDT will advise The Client to postpone the test by a few weeks, to give the The Client chance to become familiar with the new vehicle. If The Client chooses to ignore this advice, LDT accepts no liability if The Client fails the test due to not being familiar with the new vehicle.

31.2 – The replacement vehicle may or may not be of the same make or model as the previous vehicle and no guarantees or undertakings are being made to this end.

32) Deviation of Terms & Conditions

32.1 – These written terms and conditions take priority and precedence over any other agreements that may be made with Clients, particularly if the agreement is in conflict with these written terms and conditions. Only when a Client has a written waiver supplied by LDT on company headed note paper, that is signed and dated, will those deviated terms and conditions be accepted. In all other cases these written terms and conditions shall prevail over all other verbal agreements made and shall represent the whole of our contract and agreement.

33) Force Majeure

33.1 – Neither LDT, nor The Client shall be liable to the other party insofar as it is prevented from performing its obligations under these terms and conditions, for any reason beyond its control including (but not limited to) act of terrorism, war, civil disorder, strikes, lockouts, national or global financial crisis (for example if the banks are closed or the national currency becomes devalued or worthless – such that it would cause the current price of a driving lesson to increase more than double the price before the ‘Force Majeure’ occurred). National or global emergency or other industrial disputes and shortage of labour or materials. Also where a government or law enforcement agency takes any action that may impede the ability of LDT to perform its duties under these terms and conditions – such as imposing a curfew on the use of the roads. Where such a ‘Force Majeure’ occurs, if this state continues for less than 30 days, then performance of this contract by either party will merely be suspended – meaning during this time the contract will remain in place but performance will be suspended during the ‘Force Majeure’ (Unless the ‘Force Majeure’ is so significant that it becomes impossible to continue performance regardless of the length of time it continues, such as if there is an earthquake that destroys all the roads in this area).

34) Unenforceable Terms & Delay in Action

34.1 – If any of the terms and clauses in this document prove to be unenforceable in a court of Law within England and Wales, this shall not affect any of the other terms and conditions remaining and the remainder of the terms and conditions will continue to be in force.

34.2 – Should LDT delay in enforcing any of the rights or remedies provided for or chooses not to enforce any of the terms and conditions listed in this document, this does not exclude action and enforcement at a later time. Should LDT choose not to enforce a specific clause or condition on a particular occasion, this does not mean the condition is unenforceable or that I am waiving my right to enforce it in the future and The Client should not assume that I will not enforce it on a similar occasion in the future.

35) Intellectual Property Rights

35.1 – From time to time LDT may request permission to take a photograph or video recording of a pupil or pupils, either posing in a mock driving position as if driving the tuition vehicle or standing next to the vehicle holding up a pass test certificate or posing in any other manner as may be appropriate or necessary for the purpose of promotional material relating to LDT. Should a pupil grant verbal permission at the time and a photograph be taken or a video be recorded, by doing so you hereby grant to LDT and you agree to grant to LDT, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual and cost-free right and license to use, copy, record, distribute, reproduce, disclose, modify, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of and otherwise exploit in any manner whatsoever, all or any portion of the original photograph or video recording (and derivative works thereof), to advertise, market and promote LDT.

36) Language

36.1 – All driving tuition services are conducted in the English language only. By booking any driving lessons with LDT you are confirming that you are able to communicate in “conversational level” English. This means that when the instructor communicates with you or gives you an instruction throughout your lessons you should immediately be able to understand any given instruction and if appropriate carry it out.

36.2 – For safety reasons if your level of English – as judged solely by the instructor – is deemed not to be at “conversational level” or if there are any doubts about the ability of the instructor to communicate effectively with the Client, then either:-

36.2.1 – LDT is within its rights to decline to accept any bookings from the Client. Or

36.2.2 – Where driving tuition services have already begun and problems occur due to language barriers, LDT will terminate the contract and a refund will be provided for any lessons not already completed. Any lessons that have already been completed or where at least three quarters of the booked lesson duration have been completed, no refund will be provided.

37) Anticipatory Repudiation (anticipatory breach)

37.1 -Where a Client:-

37.1.1 – Gives forewarning that they intend to breach these terms and conditions or

37.1.2 -Expresses that they “don’t care about the terms and conditions”, meaning that they do not intend to abide by them or intend to act in a manner that disregards them.

37.1.3 -Or LDT has reasonable grounds to believe that a Client is going to breach the terms and conditions due to the Client’s actions or words (or failure to perform other obligations under the contract previously) then LDT is within its rights to immediately terminate the contract with prejudice – meaning no refund will be provided for any outstanding lessons that have already been paid for and LDT is no longer required to continue to perform its obligations under the contract. LDT may also initiate legal proceedings (where appropriate) to recover any losses incurred by the Client’s breach.

38) Damage To The Tuition Vehicle

38.1 – Where damage occurs to my tuition vehicle which is incurred by the actions of The Client on a lesson or a driving test :-

38.1.1 – If the damage is incurred due to the Client driving in a manner that is not suitable or appropriate for the conditions (such as weather, speed, type of road) driving too close to other vehicles or bushes/fences/walls etc or

38.1.2 – Where the instructor has already issued instructions to correct and/or minimise the risk but this has not been followed, then the Client will be partly liable for the damage incurred. Except in the most severe cases of reckless driving or malicious damage, LDT will not take legal action against Clients. However, where a Client has paid in advance and has lessons outstanding, some or all of these lesson(s) will become forfeit to offset the cost of any repair or replacement parts required.

39) Agreement to Terms & Conditions

39.1 – Clients will be made aware of these terms and conditions and their availability the website at <https://www.maidstonedrivinglessons.biz>

If the customer booked up their lesson online via the website, they will already have been informed of these terms at the time of booking and will have ticked to agree to them to confirm the booking.

39.2 – Clients will be required to accept and agree to these terms and conditions in full for lessons and/or services to continue.

39.3 – A signature from The Client will be sought at the end of our first lesson, confirming that The Client has been informed of these terms and conditions and is therefore agreeing to be bound by them in full. This signature will be held on file.

39.4 – If for whatever reason The Client does not agree with or does not wish to accept the above terms and conditions, The Client may cancel ALL lessons and services within seven (7) days* of signing the 'Pupil Record & Agreement Form'. The seven days starts on and includes the date of the signature. Just contact LDT in writing using the addresses provided, explaining that you do not agree with these terms and conditions. After the seven days have expired from the date of The Client's signature or The Client continues to take advantage of any services offered by LDT after their initial lesson such as accessing the online theory training website – this will constitute The Client's agreement and acceptance to these terms and conditions in full. These terms and conditions will be used as the basis governing LDT's responsibilities to The Client and The Client's responsibilities to LDT. They will also be used as the basis for any dispute or disagreement that may arise between us, including any legal action that may be taken by either party.

39.5 – These terms and conditions may be updated and amended at any time. They will be published on my website and so you should check the website and the current terms and conditions version regularly. Your continuation of lessons with LDT or continuation of using any other services after the update, will constitute your renewed acceptance and agreement to any amended terms.

39.6 – Errors and omissions in these terms and conditions are excepted. LDT will not be held liable to The Client for any errors contained in these terms and conditions.

rev 10/02/2019