

Birmingham Driving School
77 Selsey Road, Birmingham B17 8JR
Terms & Conditions Of Business

Introduction

The terms & conditions of business under which driving instruction is provided are outlined below.
These terms & conditions of business are a contract between the client and the driving instructor & Birmingham Driving School.
Any alterations to these terms & conditions of business will always be notified to the client in writing, in advance of the change.
These terms and conditions shall be construed under the laws and subject to the sole jurisdiction of the courts of England & Wales.
These terms and conditions of business do not affect your statutory rights.

Code of Conduct

The driving instructor and Birmingham Driving School abide by a Professional Code of Conduct, copies of which are available on request.

Documentation

Before or on the first driving lesson, the client will be supplied with a copy of the 'Terms & Conditions of Business' of Birmingham Driving School, details of tuition fees, contact details of Birmingham Driving School and their Instructor, and an appointment card if required.
The client will be asked to sign a copy of the 'Terms & Conditions of Business' to state that they have read and agree to be bound by them.

Entitlement to Drive

The client must hold a current, valid driving licence that entitles them to drive in the UK.
The client must satisfy the requirements of medical fitness to drive, including being able to read a number plate at the prescribed distance.
The driving licence must be produced at the client's first driving lesson, and it will also be checked periodically by the driving instructor.
Any points, endorsements, bans, convictions, or restrictions of any kind on your licence must be notified to Birmingham Driving School immediately.
Any medical condition or disability that might affect your ability or entitlement to drive must be notified to Birmingham Driving School immediately.

Fitness to Drive

It is the client's responsibility to ensure that they are fit to drive.
The client must inform their driving instructor or Birmingham Driving School as soon as possible of any medical condition, disability or injury that may affect their ability or entitlement to drive.
The client must inform their driving instructor if they feel unwell before or during a lesson.
The client must ensure that they do not drive whilst under the influence of alcohol, or drugs (*some prescription and 'over the counter' medicines can cause drowsiness*).
The client should ensure that they do not arrange driving lessons at times when they are likely to be tired, stressed, or otherwise distracted.
The client must wear suitable footwear, and clothing that does not restrict movement, or impede their ability to drive safely in any way.
Where spectacles or contact lenses are required in order to meet the eyesight requirement for driving, they must be worn at all times while the client is driving.

Behaviour

The driving instructor & Birmingham Driving School will not tolerate any form of verbal or physical abuse, whether directed at the driving instructor, a driving examiner, or any other road user.
The driving instructor reserves the right to terminate any lesson at any stage should in their sole opinion they feel that it is inappropriate to continue because of the client's behaviour, sobriety or state of mind. In these circumstances the lesson fee is forfeit, and it is at the instructor's sole discretion as to whether further transport is provided.

Payments

All lessons must be paid for either in advance, or at the start of the lesson, credit is not offered.
Any Client booking a 1 or 2 day intensive course, or, 8 or more hours (including time for driving test appointments) in any 7 day period will be asked to pay in full at least 7 days in advance of the first lesson of the booking.
This will be treated as an affirmed booking, and if any of the time booked is cancelled after the due payment date, the fee will be forfeit.
Any client booking an intensive course of 3 days or above will be asked to pay in full at least 22 days prior to the course start date.
This will be treated as an affirmed booking, and if any of the time booked is cancelled less than 15 days before the first day of the course, the fee will be forfeit.
Payments may be made by cash, cheque, credit, or debit card.
Where a client falls into arrears with payments, Birmingham Driving School reserve the right to discontinue tuition until such time as the client's account is brought up to date, this may include withholding the use of the driving school car for a driving test.
Credit or debit card payments for amounts of less than £50.00 will be subject to a surcharge of £3.00.
In the event of a cheque or card transaction being returned by your bank, an additional charge will be made of £15.00 to cover bank charges and administration costs incurred.
In the event of further action being needed to recover any monies owed further charges may be made to cover costs and administration.

Lesson Fees

Before or on the first driving lesson, the client will be supplied with details of tuition fees.
Any alteration of tuition fees will always be notified in advance, and a copy of the new fees supplied as soon as practicable.

Change of Driving Instructor

It is the aim of Birmingham Driving School to have one driving instructor conduct all of your tuition in order to aid continuity, however it might sometimes be necessary that a change of driving instructor occurs, in these circumstances the client shall have the right to decline lessons from the replacement driving instructor.
Birmingham Driving School will not be responsible for any losses (e.g. test fees) if the client chooses to decline lessons from the replacement driving instructor.

Change of Tuition Vehicle

Tuition vehicles are periodically changed, either permanently, when a vehicle is sold, or temporarily, due to mechanical or other problems.
Birmingham Driving School will not be responsible for any losses (e.g. test fees) if the client chooses to decline lessons in the replacement vehicle.

Postponement of Lessons by Birmingham Driving School

Lessons might sometimes need to be postponed at short notice due to illness, mechanical breakdown or some other emergency or unforeseen occurrence, a mutually agreeable alternative appointment will be made.
Every effort will be made to notify the client of the postponement as soon as practicable, however in some circumstances it may be difficult to notify the client in advance of their appointment time.
In all other circumstances Birmingham Driving School will endeavour to keep all appointments, however when it is necessary to alter an appointment a minimum of 24 hours notice will be given.

Postponement of Lessons by Client

Any driving lesson appointment which the client does not keep or does not give at least 24 hours notice of cancellation will be charged for in full.
Any Client booking a 1 or 2 day intensive course, or, 8 or more hours (including time for driving test appointments) in any 7 day period will be asked to pay in full at least 7 days in advance of the first lesson of the booking.
This will be treated as an affirmed booking, and if any of the time booked is cancelled after the due payment date, the fee will be forfeit.
Any client booking an intensive course of 3 days or above will be asked to pay in full at least 22 days prior to the course start date.
This will be treated as an affirmed booking, and if any of the time booked is cancelled less than 15 days before the first day of the course, the fee will be forfeit.
Notice of cancellation by the client can be given by telephone directly to your driving instructor or by telephone to the office of Birmingham Driving School.
The time of cancellation will be deemed to be the time when the message is received by either your driving instructor or by the office of Birmingham Driving School, (not when the message is sent)
When giving notice of cancellation of a driving lesson appointment please note that there may be a delay in the message being received if you are cancelling at weekends, bank holidays or out of office hours, so please allow extra time to avoid being charged.
Birmingham Driving School reserve the right to impose a longer period of notice required for the cancellation of appointments on any client who consistently cancels lessons and also to insist on prepayment for all appointments.

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Appointment Times

The client should keep a record of appointment dates and times in order to avoid missed appointments (appointment cards are available)
The driving instructor will wait 10 minutes after the appointment time before deeming the lesson to have been cancelled with insufficient notice.
The driving instructor will make every effort to be punctual, however traffic conditions may sometimes make this difficult, so the client should allow a 10 minute waiting period.
The lesson will commence either at the appointed time, or the time that the driving instructor arrives, if that is later.

Driving Tests

Driving Tests should not be booked without first ascertaining the availability of your driving instructor and car, and agreement being reached with your driving instructor as to your readiness for the driving test.
Clients should notify their driving instructor of the time, date and location of their driving test as soon as practicable, and the appointment letter must be shown to your driving instructor for verification on the next driving lesson.
No responsibility will be taken by Birmingham Driving School for incorrect bookings unless the driving test appointment letter is produced.
No responsibility will be taken by the driving school for driving tests booked at times when the driving instructor is unavailable.
Clients will only be allowed the use of the driving school car for a driving test if the driving instructor agrees that the client is at test standard.
In the interests of road safety Birmingham Driving School reserves the right to withdraw the use of car for the driving test, when in the driving instructor's opinion the client is not at test standard.
Where the use of the driving school car is withheld for a driving test, the driving instructor will where possible give the client sufficient notice to enable them to cancel the test without loss of the test fee, this may not always be possible when the course of tuition is of an intensive nature.
No responsibility will be taken by Birmingham Driving School for withdrawing the use of car for the driving test when, in their sole discretion the driving instructor assesses the client as not being ready for test.

Cancelled Driving Tests

When a driving test is cancelled due to mechanical failure of the driving school car, illness of the driving instructor or any other reason that is the responsibility of Birmingham Driving School then the client will be entitled to the cost of their next driving test fee to be paid for by Birmingham Driving School, this is irrespective of whether the client continues to have driving lessons with Birmingham Driving School.
The next driving test fee will not be paid for by Birmingham Driving School if the client is given sufficient notice to cancel their driving test appointment without loss of the test fee.
Birmingham Driving School will not be responsible for any additional tuition fees incurred whilst waiting for the next driving test appointment.
Birmingham Driving School have no control over driving tests cancelled by DSA.
When a driving test is cancelled by DSA the full fees due to Birmingham Driving School for driving lessons and the use of the car for the driving test are still payable in full, unless cancelled in accordance with the normal period of notice.
When DSA cancel a driving test because there is not an examiner available it can be possible to claim back any losses incurred by the client, including a proportion of lesson fees, this is the responsibility of the client, not Birmingham Driving School.
When a driving test is cancelled because the clients documents are not in order the full fees due to Birmingham Driving School for driving lessons and the use of the car for the driving test are still payable in full, unless cancelled in accordance with the normal period of notice.

Refunds

When a client pays in advance for lessons, they shall be entitled to a refund at any time of any monies for unused lessons, for accounting purposes this refund will normally be made by cheque.
When a discount has been given for the prepayment of lessons, and a refund is requested, the lessons taken by the client will be charged at the full single lesson hourly rate, and the balance refunded.

Supervision

For the purposes of assessing, maintaining and improving standards, it may occasionally be necessary for another driving instructor or driving examiner to observe a driving instructor giving tuition. The client may expect an observer to be present on any of their lessons, notice of this would usually be given in advance of the lesson, however this might not always be possible.
Driving Examiners are periodically supervised conducting driving tests, therefore the client might be accompanied on their driving test by a supervising examiner, this is a legal requirement.

Lessons in Clients Own Car

All driving lessons are normally conducted in the driving school cars.
On rare occasions tuition may be given in the client's own car, this will only be done if the individual driving instructor is willing to do so, and they may require an initial driving assessment in the dual controlled driving school car before doing so.
The client's car must be legally roadworthy, taxed, insured and mot'd (when necessary)
The client's car must be insured for the use of the driving instructor to give professional driving tuition, and for the driving instructor to drive, this must be confirmed in writing by the client's insurance company .
The use of the client's car is entirely at the client's own risk, and neither the driving instructor nor Birmingham Driving School will be held liable for any damage or accident howsoever caused.
There will be no alteration in fees payable in view of the increased risk and responsibility of giving tuition in a non dual controlled vehicle.

Client's Property

The client is responsible for the care of any property they have with them when attending a driving lesson, and should ensure they do not leave anything behind.
The driving instructor and Birmingham Driving School will take no responsibility for any loss of or damage to any property belonging to, or in the possession of the client.

Legal Liability

The client, in accordance with road traffic law, is legally responsible for any traffic offences that occur whilst they are in charge of the vehicle.
The driving instructor will endeavour to train the client to the highest possible standard, however they can not be held responsible for the standard of driving or any errors that are committed whilst they are not giving tuition, either before or after the client passes a driving test.

Complaints

If the client is not happy with any aspect of tuition, or of the standard of service offered, they should either raise the matter with their driving instructor, or if they prefer with James Quinn at Birmingham Driving School, with the minimum delay, and not later than seven days from the date of the cause of the complaint.
Every effort will be made by the driving instructor / driving school to resolve any complaint or issue.
If the client and Birmingham Driving School cannot reach a satisfactory agreement then the client can approach any of 'The Driving Instructors Association'; 'The Motor Schools Association'; 'The ADI Federation'; 'The Approved Driving Instructors National Joint Council'; or 'The Driving Standards Agency' for non binding arbitration.

Clients Details

Name.....
Address.....
Licence Number.....

I Have Read These Terms & Conditions Of Business And I Agree To Be Bound By Them

Print Name.....
Signed.....Date.....