# WENDY HOWELL DRIVING SCHOOL EXETER TERMS AND CONDITIONS

## **Driving licences and fit to drive:**

You must hold a current valid driving licence, full, provisional or international. This must be produced to your instructor on or before your first lesson. Failure to do so will result in the lesson not going ahead.

You must be able to read a standard UK approved number plate at a minimum distance of 20.5 metres / 67 feet (roughly 5 car lengths). If you need to wear glasses or contact lenses to meet this requirement, then you must wear them whenever you drive.

You must not be under the influence of drugs or alcohol during your training. You must be fit to drive and make your instructor aware immediately of any changes to your driving licence due to medical conditions or driving convictions.

If on prescribed drugs it is your responsibility to ensure they do not affect your driving. Please ensure you present yourself in suitable clothing & practical footwear. If none of the above are met, then the full length of the lesson will be cancelled and charged at your expense. Your instructor cannot accept responsibility for any injury, loss or damage arising from a driving lesson.

### Mobile phones:

Must be switched off or on silent. It is illegal to handle a mobile device whilst driving.

## **Driving Lessons and Cancellations:**

Pupils are expected to take at least one lesson per week. Your instructor is unable to keep spaces open for pupils who do not take weekly driving lessons. Your instructor reserves the right to refuse driving lessons to any pupil without giving reason. Your instructor will show up at the pre-arranged time, if your instructor shows up late, the time owing will be added to that driving lesson, or a future one. Your instructor has the right to rearrange any driving lesson to a time convenient to both parties if the instructor is not available for any reason. Your instructor will endeavour to arrive on time however, due to unforeseen circumstances such as breakdown, accidents, and traffic hold ups etc..., lesson times may need to change or even be cancelled. If cancelled by your instructor no fee will be charged. Your instructor will wait at your pre-arranged pick-up point, and you do not show, your instructor will wait 10 minutes if there is no contact made by you, after 10 minutes they will leave and the full length of the lesson will still be charged. The money owing must be paid at the beginning of the next lesson or if you have paid a block booking, any remaining hours will be used to cover cancellations. If you refuse to pay any money owing, you will be removed from your instructor's diary & no refund given. Lessons can be cancelled by phone call or text message but must be acknowledged by your instructor with either a phone call or text message back confirming the cancellation. If you wish to cancel, change, reduce the lesson time, for whatever reason,

A MINIMUM OF 48 HOURS NOTICE MUST BE GIVEN.

**Lesson Payments, Offers and Refunds:** 

Payments must be made ONE WEEK before each lesson & can be paid by cash or bank transfer. Block bookings must be paid for ONE WEEK before the first lesson. Refunds will only be made in exceptional circumstances. If you suspend taking any pre-paid lessons for a period of 28 days or more, any remaining lessons owed will not be refundable & you will be removed from your instructor's diary. All refunds are made by bank transfer ONLY & incur a £50.00 administration charge. The price of driving lessons can go up with inflation, but a warning of 2 weeks' notice is given to each pupil.

# **Driving Penalties:**

Whenever you are driving in the school vehicle, you will be under close supervision. However, your instructor cannot be held responsible for any infringement of the law. Any penalty points or fines that are incurred will be the responsibility of the driver.

## **Damage to the School Car:**

Driving lessons, we will make every effort to avoid damage to the car. However, if we consider that you were driving in a dangerous or unpredictable way or cause damage during a lesson and actual damage is caused despite best efforts made, you will be expected to pay for the repairs (up to the level of excess on the instructor's insurance policy) and any loss of earnings the instructor may incur. This will be discussed at the time of the damage. In addition, during driving tests, the examiner will not prevent you, the candidate from hitting the kerb or causing other similar minor damage to the car. Therefore, all damage caused by you whilst on a driving test will be charged to you (up to the level of excess on the instructor's insurance policy) and any loss of earnings the instructor may incur.

#### **Driving Tests:**

You will be taking your practical test in the car you learnt in. Driving tests take priority. Your instructor will give honest advice towards test applications. Regular lessons must be continued up to test day or you will be asked to move your test date to be more prepared. The cost to use the car on test day is the price of a two-hour lesson. A practical test must be suitable for both pupil & your instructor. Your instructor does not offer a service just to take pupils for driving tests. If none of this advice is taken, your instructor has the right to refuse the use of the driving school vehicle for a test booked and/or removed from their diary. Your instructor reserves the right to refuse use of the driving school vehicle for a test without prior notice, should you prove to be unsafe in the interest of road safety and not up to test standard.

# Your instructor is NOT held responsible for:

- Tests cancelled by the DVSA for whatever reason e.g. weather.
- You fail because of the eyesight test, or do not bring your driving licence.
- Lessons you have already paid for the 'test day' but you can obtain a claim form from the
  test centre.
- You causing damage to the car before & during your practical test, costs will be sent to you.
- Breaking any laws before and during the practical test, any penalty points/fines will be sent to you.

# Your instructor is held responsible for:

The test is cancelled due to the condition of the driving school vehicle or mechanical breakdown. A retest will be booked by your driving instructor at no cost to the pupil. If you fail, your driving

test you are still expected to have a lesson every week until your next driving test or you will be removed from the instructors diary.

# **Communications:**

It is the pupil's responsibility to inform your instructor of any changes of address or phone numbers. The instructor cannot be held responsible for any communication problems that may arise due to incorrect details being held by the instructor.

# **Gift Vouchers:**

Any gift vouchers purchased are non-refundable & only last for 12 months from the purchase date & are only valid for the named pupil on the voucher.

By taking driving lessons with Wendy Howell Driving School, it is accepted that you have read & agreed to these terms & conditions.