

Terms and Conditions



The terms & conditions of business under which driving instruction is provided are outlined below. These terms & conditions of business are a contract between the student (including the person or business responsible for the funding of the driving tuition) and Latics Driver Training Ltd. including driving instructors of Latics Driver Training Ltd.

- The student will be informed of any amendments to these terms & conditions of business, at least 7 days prior to the amendment.
- By accepting lessons with Latics Driver Training Ltd., the student agrees to the terms and conditions.

1. Code of Practice

- 1.1 All Latics Driver Training Ltd. driving instructors abide by a Professional Code of Practice, which can be found here: <https://www.gov.uk/adi-voluntary-code-of-practice>
- 1.2 Latics Driver Training Ltd. ensures:
 - 1.2.1 The instructor agrees to provide the student with a car which is legally roadworthy, taxed, insured and with a valid M.O.T. (where necessary).
 - 1.2.2 The instructor's car will be clean, tidy and fitted with dual controls.
 - 1.2.3 The instructor will be courteous and polite, and will not use improper language or suggestion.
 - 1.2.4 The instructor will not make or receive calls or texts during the lesson unless in an emergency, when the car is stopped in a safe place and with the consent of the student.

2. Entitlement to drive

- 2.1 The student must hold a current, valid driving licence that entitles them to drive in the UK.
- 2.2 The student must satisfy the requirements of medical fitness to drive, including compliance with the regulations for eyesight, being able read a number plate at the prescribed distance of 20.5 metres (67 feet) with glasses/contact lenses if normally worn. Where glasses or contact lenses are required in order to meet the eyesight requirement for driving, they must be worn at all times while the student is driving.
- 2.3 The driving licence must be produced at the student's first driving lesson, and may 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 the instructor immediately.

3. Fitness to Drive

- 3.1 It is the student's responsibility to ensure that they are fit to drive. The student must inform their driving instructor as soon as possible of any medical condition, disability or injury that may affect their ability or entitlement to drive. The student must inform their driving instructor or if they feel unwell before or during a lesson.
- 3.2 The student must ensure that they do not drive whilst under the influence of alcohol (including the day after consuming alcohol which may result in still being over the legal drink drive limit), or drugs (some prescription and 'over the counter' medicines can cause drowsiness). The student should ensure that they do not arrange driving lessons at times when they are likely to be tired, stressed, or otherwise distracted.
- 3.3 The student must wear suitable footwear, and clothing that does not restrict movement, or impede their ability to drive safely in any way.

4. Behaviour

- 4.1 Latics Driver Training Ltd. or the driving instructor will not tolerate any form of verbal or physical abuse, whether directed at the driving instructor, a driving examiner, or any other road user.
- 4.2 The driving instructor reserves the right to terminate any lesson at any stage should, in their sole opinion, feel that it is inappropriate to continue because of the student'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.

5. Lesson Fees

- 5.1 Before or on the first driving lesson, the student will be supplied with details of driving lesson fees. Any alteration of driving lessons fees will always be notified in advance.
- 5.2 Special Offers are provided entirely at the discretion of Latics Driver Training Ltd. and can be changed or withdrawn at any time and without prior notice.
- 5.3 **All driving lessons must be paid for in advance or at the time of the driving lesson (excluding intensive courses).**
- 5.4 A deposit of £250 is required for intensive courses and the remaining fees for are due 14 days prior to the course start date.
- 5.5 Payments may be made by cash, cheque, credit or debit card.
- 5.6 Payments made directly to Latics Driver Training Ltd. ensures the agreement and the responsibility for the provision of driving lessons is with Latics Driver Training Ltd.
- 5.7 The student will accept that any lessons paid for in advance directly to the driving instructor results in the agreement and responsibility for the provision of driving lessons being directly with the instructor.
- 5.8 Latics Driver Training Ltd. does not provide credit facilities under any circumstances and driving lessons will only take place when payment is received.

6. Change of Driving Instructor

- 6.1 It is the aim of Latics Driver Training Ltd. to have one driving instructor throughout a student's course of driving lessons in order to aid continuity.
- 6.2 In special circumstances a change of driving instructor may necessary. In these circumstances the student shall have the right to decline lessons from the replacement driving instructor. Latics Driver Training Ltd. will not be responsible for any losses (e.g. test fees) if the student chooses to decline driving lessons from the replacement driving instructor.
- 6.3 If the student requests a different driving instructor, this request will be granted as soon as possible.

7. Change of Tuition Vehicle

- 7.1 Tuition vehicles are periodically changed, either permanently, or when a vehicle is replaced temporarily, due to mechanical or other problems.
- 7.2 Latics Driver Training Ltd. or the driving instructor will not be responsible for any losses (e.g. test fees) if the student chooses to decline lessons in the replacement vehicle.
- 7.3 Where the student requests a different driving instructor with the same car they have been learning to drive in, where possible, Latics Driver Training Ltd. will endeavour to fulfil this request to enable the student to continue driving lessons or take their test on the booked date.

8. Driving lesson cancellations by the instructor

- 8.1 Driving lessons may sometimes need to be cancelled at short notice due to adverse weather conditions, a fault with the driving instructor's car, the driving instructor being ill or some other emergency or unforeseen occurrence. Every effort will be made to notify the student as soon as practicable.
- 8.2 The driving instructor will rearrange any appointment to a time suitable for both parties.
- 8.3 Where the instructor has been unable to give 48 hours' notice of the cancellation, a replacement lesson will be given free of charge, with the exception of any occurrence beyond the instructor's control, such as adverse weather conditions, mechanical breakdown etc.

9. Driving lesson cancellations by the student

- 9.1 **The student must give 48 hours' notice when cancelling a driving lesson, otherwise the driving lesson will be charged in full (with the exception of intensive courses, see below).** This includes reducing the length of a driving lesson (e.g. reducing a 2 hour driving lesson to a 1 hour driving lesson).
- 9.2 **Intensive courses require a 7 days' notice for cancellation.** Any cancellations within this period will result in the deposit of £250 being forfeited.
- 9.3 The student can make cancellations through the office at Latics Driver Training Ltd., or directly with the driving instructor.
- 9.4 Where a student repeatedly cancels lessons, the driving instructor reserves the right to:
 - 9.4.1 impose a longer period of notice required for the cancellation of driving lessons
 - 9.4.2 insist on prepayment for all driving lessons
 - 9.4.3 discontinue driving lessons with the student
- 9.5 Where the student is, in the driving instructor's sole opinion, not fit to drive through alcohol, drugs or any other condition, the driving lesson will be cancelled and the driving lesson will be charged in full.

10. Appointment Times

- 10.1 The student should keep a record of appointment dates and times in order to avoid missed appointments.
- 10.2 The driving instructor will wait 10 minutes after the appointment time before deeming the driving lesson to have been cancelled with insufficient notice.
- 10.3 The driving instructor will make every effort to be punctual, however traffic conditions may sometimes make this difficult, so the student should allow a 10 minute waiting period.
- 10.4 The driving lesson will commence either at the appointed time, or, where the driving instructor arrives late, the student will be offered a reduced driving lesson rate, or where possible, the same length of driving lesson originally booked, or additional time on a subsequent driving lesson.
- 10.5 If the student requires the driving instructor to pick them up at a different location or drop them off at a different location than the ones originally agreed, then the driving instructor will need 24 hours' notice. In this instance, the driving instructor may need to start later or finish the driving lesson earlier than planned depending on the location of the new address.

11. Intensive Courses

- 11.1 Recommendations for intensive courses are subject to a 3 hour assessment in order for the instructor to assess a student's current ability level and the student's suitability for intense learning. The instructor will inform the student if they think that in their opinion that an

intensive course would not be suitable.

- 11.2 A deposit of £250 is required for intensive courses and the remaining fees for are due 14 days prior to the course start date.
- 11.3 Payments may be made by cash, cheque, credit or debit card.
- 11.4 **Intensive courses require a 7 days' notice for cancellation.** Any cancellations within this period will result in the deposit of £250 being forfeited.
- 11.5 While every effort is made to train the student to the required standard for test purposes in the training hours provided, Latics Driver Training Ltd. does not except responsibility for any students who do not reach the standard required.
- 11.6 **Students will only be allowed the use of the driving instructor's car for a driving test if the driving instructor agrees that the student is at test standard. The driving instructor reserves the right to refuse the use of their car for the practical driving test, if in the driving instructor's professional opinion, the student has not reached a sufficient standard of competence, to take full responsibility for the safety of the vehicle and other road users.** Where possible, the driving instructor may recommend further driving lessons if there is time available before the test date, however if the standard required is still not met, the driving instructor reserves the right to refuse the use of their car for test purposes.
- 11.7 Where the use of the driving instructor's car is withheld for a driving test, the driving instructor will, where possible, give the student sufficient notice to enable them to cancel the driving test without loss of the driving test fee. This may not always be possible with intensive courses. No responsibility will be taken by the driving instructor or Latics Driver Training Ltd. for withdrawing the use of the car for the driving test when the driving instructor assesses the student as not being ready for test.

12. Driving Tests

- 12.1 Driving tests should not be booked without first ascertaining the availability of the driving instructor, and agreement being reached between the driving instructor and student regarding readiness for the driving test.
- 12.2 No responsibility will be taken by Latics Driver Training Ltd. for driving tests booked by the student at times when the driving instructor is unavailable.
- 12.3 Where the driving instructor is unavailable, and where possible, Latics Driver Training Ltd. may be able to locate a different driving instructor to enable the student to take their driving test on the booked date. Where the student agrees, they agree to accept the replacement driving instructor's car as the car they will be driving on their driving test.
- 12.4 The driving instructor's car is available to the student for test purposes at the same hourly rate as a driving lesson.
- 12.5 Students should notify their driving instructor of the time, date and location of their driving test. No responsibility will be taken by Latics Driver Training Ltd. or the driving instructor for incorrect driving test information provided by the student.
- 12.6 **Students will only be allowed the use of the driving instructor's car for a driving test if the driving instructor agrees that the student is at test standard. The driving instructor reserves the right to refuse the use of their car for the practical driving test, if in their professional opinion the student has not reached a sufficient standard of competence, to take full responsibility for the safety of the vehicle and other road users.** Where possible, the driving instructor may recommend further driving lessons if there is time available before the test date, however if the standard required is still not met, the driving instructor reserves the right to refuse the use of their car for test purposes.
- 12.7 Where the use of the driving instructor's car is withheld for a driving test, the driving instructor will, where possible give the student sufficient notice to enable the student to cancel the test without loss of the test fee. This may not always be possible with intensive courses. No

responsibility will be taken by the driving instructor or Latics Driver Training Ltd. for withdrawing the use of the car for the driving test when the driving instructor assesses the student as not being ready for test.

13. Cancelled Driving Tests

- 13.1.1 When a driving test is cancelled due to a fault with the driving instructor's car, illness of the driving instructor or any other reason that is the responsibility of the driving instructor, then the student will be entitled to the cost of their next driving test fee to be paid for by the driving instructor.
- 13.1.2 The driving test fee will not be reimbursed if the student is given sufficient notice to cancel their driving test appointment without loss of the driving test fee.
- 13.2 The driving instructor will not be responsible for any additional driving lesson fees incurred whilst waiting for the next driving test appointment.
- 13.3 Where possible, Latics Driver Training Ltd. will endeavour to locate a different driving instructor to enable the student to take their driving test on the booked date. Where the student agrees, they agree to accept the replacement driving instructor's car as the car they will be driving on their driving test.
- 13.4 Where a driving test is cancelled by the DVSA (Driver and Vehicle Standards Agency), the full fees due to the driving instructor 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.
- 13.5 When the DVSA cancel a driving test for any reason except adverse weather conditions, the DVSA will arrange a new driving test date at no extra cost to the student.
- 13.6 Where the DVSA cancel a test at short notice, it is possible to claim back a proportion of driving lesson fees and other expenses from the DVSA. This is the responsibility of the student.
- 13.7 Where a driving test is cancelled due to adverse weather conditions, the DVSA will rescheduled the driving test at no cost to the student, however, the full fees due to the driving instructor 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. The student will not be able to claim these fees back from the DVSA.
- 13.8 When a driving test is cancelled because the student's documents are not in order, because the student is ill, the student has given incorrect test information or for any other reason that is the responsibility of the student, the driving instructor and Latics Driver Training Ltd. are not responsible for the loss of driving test fees. The full fees due to the driving instructor 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.

14. Refunds

- 14.1 When a student pays in advance for driving lessons, they shall be entitled to a refund at any time for unused driving lessons.
- 14.2 Where a discount has been given for the prepayment of driving lessons, and a refund is requested, the driving lessons already taken by the student will be charged at the normal driving lesson rate, and the balance then refunded. Any short notice cancellations made by the student (short notice is less than 48 hours as set out in clause 9.1) will not be included in the refund.

15. Supervision

- 15.1 For the purposes of assessing, maintaining and improving standards, it may occasionally be necessary for a driving instructor trainer to observe a driving instructor giving a driving lesson. The driving instructor will gain permission from the student before the supervised driving lesson

commences.

- 15.2 Driving Examiners are periodically supervised conducting driving tests, therefore the student might be accompanied on their driving test by a supervising examiner. This is a legal requirement. A student who refuses to allow the Driving Examiner to supervise the test will not be allowed to take the test and the test fee will be forfeited.
- 15.3 The student will be asked before their driving test commences if they would like their driving instructor to accompany them on the driving test. It is the student's choice to either agree or refuse.
- 15.4 With the permission of the driving instructor, students can allow friends or family members to accompany them on driving lessons. The student may want to demonstrate their ability to the passenger, the passenger may want reassurance or advice from the instructor for when they supervise the student during private practice, or the student may want to practice carrying passengers ready for when they become a full licence holder or for when they take their driving test with their driving instructor as an observer.

16. Lessons in Student's Own Car

- 16.1.1 All driving lessons are normally conducted in the driving instructor's car. Where requested, driving lessons may be given in the student's own car.
- 16.1.2 This will only be done if the driving instructor is willing to do so, and they may require an initial driving assessment in the driving instructor's dual controlled car before doing so.
- 16.1.3 The student's car must be legally roadworthy, taxed, insured and with a valid M.O.T. (when necessary).
- 16.1.4 The student'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 student's insurance company.
- 16.2 The use of the student's car is entirely at the student's own risk, and the driving instructor will not be held liable for any damage or accident caused by the student or otherwise.

17. Student's Property

- 17.1 The student 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.
- 17.2 Latics Driver Training Ltd. and the driving instructor will take no responsibility for any loss of or damage to any property belonging to, or in the possession of the student.

18. Legal Liability

- 18.1 The student, in accordance with road traffic law, is legally responsible for any traffic offences that occur whilst they are in charge of the vehicle.
- 18.2 The driving instructor will endeavour to train the student to the highest possible standard, however they can not be held responsible for the standard of driving or any errors that are committed whilst the student is driving without the driving instructor's supervision, either before or after the student passes a driving test.

19. Competitions

- 19.1 Competitions are subject to specific terms and conditions available on the competitions page of the Latics Driver Training Ltd. website, www.laticsdrivertraining.com
- 19.2 Competitions are provided entirely at the discretion of Latics Driver Training Ltd. and can be changed or withdrawn at any time and without prior notice.

20. Complaints

- 20.1 If the student is not happy with any aspect of their driving lessons, or of the standard of service offered, they should either raise the matter directly with their driving instructor, or through the office at Latics Driver Training Ltd. with the minimum delay, and/or in writing via email to info@laticsdrivertraining.com and not later than seven days from the date of the cause of the complaint.
- 20.2 Every effort will be made by the driving instructor and Latics Driver Training Ltd. to resolve any complaint or issue.

21. Data Protection

- 21.1 Latics Driver Training Ltd. takes data protection very seriously. Any data held by Latics Driver Training Ltd. is held securely and is only used for the purpose of Latics Driver Training Ltd. directly.
- 21.2 Student details will not be given to any other party unless required to do so by law.
- 21.3 Students of Latics Driver Training may be included in various forms of mailing that Latics Driver Training deems of interest to the student. Students will be able to opt out of mailings at any time, either directly through the media used or by emailing their request to info@laticsdrivertraining.com.

These are the full terms and conditions of:

Latics Driver Training Ltd

****Correspondence Address Only****

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