

# Heaney Driving Terms and Conditions

<b>Name:</b>
<b>Contact No:</b>
<b>Address:</b>
<b>Email Address:</b>

**The following terms and conditions represent the basis upon which training is offered by Heaney Driving.**

***The provision of training is subject to the acceptance of these terms and conditions.***

## **1. Driving licenses and fitness to drive**

You must hold a current, valid driving licence, provisional, full or international, and produce it on (or in advance of) your first training session.

## **2. Fitness to drive**

You must be fit to drive with regard to legal and medical requirements. It is your responsibility to ensure that you are fit to drive on each of your lessons or test.

Sickness, tiredness, alcohol, illegal and prescribed drugs may affect your driving: any of these could put you and other road users in serious danger. Please note that some 'over the counter' drugs may affect levels of concentration (always read the instructions on the packet. If you are taking any drugs please check with your doctor or pharmacist make sure they *will* not affect your driving.

If you have recently taken alcohol or drugs (legal or illegal) please inform your Driving Instructor. In the interests of public safety, we reserve the right to cancel your driving lesson or refuse the use of the school car for the driving test if there is any suspicion of impairment because of illness, drugs or alcohol.

You may face action from the Police or the Crown Prosecution Service if you choose to ignore the law regarding fitness to drive.

## **3. Payments and Cancellation**

Tuition fees are normally payable in advance. Payment can be made by cash, cheque (made payable to "Damian Heaney") or direct bank credit. Any cheques offered for payment that are subsequently refused by the bank will be subject to an administration charge £15.00. As at 01/02/2017, the agreed lesson fee is £\_\_\_\_\_ per hour.

If either you or your instructor needs to cancel or re-arrange a lesson at **least 48 hours' notice** will be required for single lessons of up to two hours duration. Longer lessons need a minimum of four days' notice. Failure to give notice will result in a valid claim for an equivalent value in compensation (i.e. the full lesson fee will be charged or credited). This does not apply if there is a prior agreement in place with the instructor to allow bookings or cancellations at shorter notice (e.g. "standby" lessons).

A price discount is offered where a block of 10 hours is paid for in advance. However, should the block of hours not be completed for any reason and a refund is requested, any part of the block taken will be charged at the full hourly price and the balance refunded. Balances of 1 hour or less will not be refunded.

From time to time special offers or promotions may be available. Full details and any additional terms and conditions for these offers or promotions will be published on the company website or agreed verbally. Printed copies can be made available upon request.

The instructor reserves the right to cancel a lesson at short notice if it is suspected that the pupil may be unfit due to the effects of alcohol, drugs (prescribed or otherwise) or any other condition that would cause his/her driving to be dangerous or illegal. In such circumstances the full lesson fee will be payable.

## **4. Bookings and Lesson Duration**

Your instructor will endeavor to maintain regular lesson slots at the same time each week to ensure continuity of learning, however, this cannot be guaranteed and is of course subject to availability of your instructor and you.

The minimum lesson period is one hour. If, for any reason, the instructor is late for the lesson he will make a concerted effort to inform the pupil of the estimated time of arrival. If the delay is greater than 15 minutes this time will be credited to the pupil and when possible the lesson will be extended by the time due – if this is not possible the extra time will be carried forward to the next suitable lesson.

Feedback will be given during driving lessons and at the end of the lessons. You are encouraged to reflect on your own learning and offer your own evaluation on lessons. If you would like the feedback to be shared with someone else (parent/partner etc), you should invite them to join us at the end of the lesson. You are also welcome to invite them to join us on a lesson where they can sit in the back of the car and observe.

### 5. Training Location

All sessions will start and finish at the same location unless alternative arrangements are made in advance. The instructor will determine a location for practical lessons which ensures both the pupil's and public safety – this means that the instructor may need to drive the pupil to and from the lesson location; this journey time forms part of the lesson as paid for.

### 6. Training vehicles

Training vehicles provided by the school are taxed, insured for the purposes of driving tuition, fully roadworthy and fitted with dual controls. Outward facing cameras may also be fitted for insurance, teaching and for your safety. Cameras do record audio however audio will be disabled if desired and will be disabled during driving tests. Copies of the recordings are available with prior notice and you should provide suitable media to transfer this to. However, recording is on a loop and overwrites after approximately 6 hours.

Pupils who require tuition in their own vehicle must supply evidence from their motor insurer that the car is covered for lessons when being supervised by a professional instructor in return for payment; the car must also be taxed and hold a current MOT certificate where appropriate.

### 7. Driving tests and bookings

Your instructor reserves the right to refuse use of a driving school vehicle for test if he considers that provision of a vehicle could cause a risk to public safety or where your instructor does not think you are ready for the test. In such a situation, your instructor will advise you of the need to postpone or cancel your test in time to avoid losing the test fee paid to the DVSA. However, your instructor cannot be held responsible for loss of such a fee and your attention is drawn to the test booking information you receive from DVSA. The test is between the candidate and the DVSA..

Where a school car is used for test, the booking period will be based upon the instructor's normal diary schedule. Depending on the time of the test this will require a minimum two hour booking and possibly longer.

While your instructor will make every effort to ensure that the vehicle supplied for test will be fully road worthy and comply with all legal requirements at the start of the test, he/she cannot be held responsible for vehicle failure that occurs during the test and is not liable for consequential loss.

Your instructor cannot be held responsible for test appointments cancelled by the DVSA due to bad weather, sickness, staff shortages or other reasons. Such cancellations are beyond the control of your instructor and therefore the lesson fee and 'use of car' fee for the booked period will be charged. Your instructor will advise about claiming compensation from the DVSA.

### 8. Data Protection

For the purposes of reference, some personal details (e.g. name, address, telephone number(s), and email address) and lesson records of the pupil will be held on computer. This information will not be divulged to any third party without the prior consent of the pupil. You may receive e-mail communication solely from Marchant School of Motoring regarding offers and services.

If you do not wish to be contacted by e-mail please tick

### 9. Complaints

If you have a complaint, in the first instance you should take this up with your instructor at the earliest opportunity. If it cannot be resolved immediately, the complaint should be put in writing to the company address shown below. If the complaint is still not resolved to your satisfaction, you can write to the DVSA's Approved Driving Instructor Registrar by email to [adireg@dsa.gsi.gov.uk](mailto:adireg@dsa.gsi.gov.uk), who will consider the matter and advise accordingly. Please note that any complaints regarding the conduct of a driving test are not the responsibility of Heaney Driving, and these should be directed to the DVSA following the procedure shown on the test appointment confirmation.

### 10. Your rights

These conditions do not affect any protection that you have under consumer legislation.

We reserve the right to change or alter any of the terms and conditions without notice, but will endeavor to inform pupils of any changes as soon as possible.

### Acceptance:

**I hereby confirm that I have read, understood and accept the terms outlined in this document.**

**Signed:** .....

**Date:** .....

**On behalf of** ..... **(if student is under 18)**

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