

# Terms and Conditions



## Driving Licence | Eye Sight | Medical | Health & Safety | Mobile Phones

You must be of legal age to drive and hold a valid Provisional or Full UK/Northern Ireland or International licence. Legally entitled to drive. You must have your driving licence with you at every lesson; failure to do so will be a cancelled lesson at full pay.

Read a standard UK approved number plate at a minimum distance of 20.5 metres /67 feet (roughly 5 cars length) or wear appropriate eyewear to accomplish this.

Wear suitable clothing and practical footwear – NO heels, flip flops, work boots etc. Your instructor cannot accept responsibility for any injury, loss or damage arising from a driving lesson.

You must not be under the influence of any drugs /alcohol during the training. Any medication (prescription) or tablets that could affect your driving ability must be mentioned at the beginning of each lesson.

Mobiles must be switched off or on silent. It is illegal to handle a mobile device whilst driving. Including your driving instructor.

## Welcome Offer | Free Theory Test

Welcome Offer is non refundable or transferable under any circumstance. Welcome offer must start within 8 weeks of payment received (subject to availability). Free theory is only available to Niki Driver Training pupils. If you decide to cancel or leave then the theory test is void. Theory is available after the 10 hours are completed and continue to have lessons with Niki Driver Training.

## Driving Lessons | Payment

Pupils are expected to take at least one lesson per week; lessons are subject to availability and operate on a first come first serve basis. 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 a reason. The price of a driving lesson can go up with inflation, but a warning of 2 weeks notice is provided for each pupil.

All payments must be paid in FULL by cash or BACS transfer. Pay in advance, on the day or before the start of a lesson. Asking to pay later or at the end of a lesson is not an option. Failure to pay will be automatically taken off your driving instructors diary. Any theory or practical tests will no longer be booked.

## Block Bookings | Refunds

Block bookings are at a discounted rate and no refund is offered.

Refunds are BACS transfer ONLY. No Cash. If you suddenly stop and there is no contact/ communication within 8 weeks of your last driving lesson, any money owed is non refundable. Any theory or practical tests will no longer be booked.

## Punctuality | Cancellations

Your instructor will show up at the pre-arranged location and time, if your driving 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 or cancel any appointment to a time convenient to both parties if not available for any reason - due to unforeseen circumstances such as illness, breakdowns, accidents, car repairs, traffic hold ups etc. If your instructor cancels the lesson, no fee will be charged.

If you do not show or contact the driving instructor at the pre-arranged location and time, you will need to pay for the missed lesson within 48 hours. If your driving instructor suspects you are unfit to drive due to alcohol, drugs or any other medical reason the lesson will be cancelled and charged at the lesson rate. If you have used a block booking, the lesson will be deducted accordingly to cover the cancellation.

Cancelling/ change/ alter / reduce any lesson(s) for whatever reason - (including work calling you in last minute, or no childcare etc.) must be done by text message ONLY and within 48 hours notice. Failure to give 48 hours notice, not attending a lesson, or failure to pay the lesson you owe, any theory or practical test will not be booked; you will be taken off your instructor's diary and no refund given.

## Driving Penalties/ Fines | Damage to the Car

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

During your driving lessons your instructor, will make every effort to avoid damage to the car. However, if your instructor considers that you were driving in a dangerous or unpredictable way during a lesson and actual damage is caused despite best efforts made, you will be expected to pay half towards repairs, a copy of the bill will be sent. 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 curb or causing other similar minor damage to the car. Therefore, all damage caused by you whilst on test will be charged to you.

## Practical 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 readiness. Waiting periods are out of your driving instructors control and you are expected to continue your lessons every week or be asked to move your test date to be more prepared.

Practical Test day is the price of a two-hour lesson. A practical test must be booked with the driving instructors ADI number and suitable for both pupil and your driving instructor. Email confirmations are sent to both pupil and driving instructor.

If you choose to ignore the advice provided, your driving instructor has the right to refuse the use of the car for a test booked and/or removed from their diary.

Your instructor is NOT held responsible for:

- Tests cancelled by the DVSA (out of your driving instructors control)
- 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 and during your practical test, costs will be sent to you,
- Breaking any laws before and during the practical test, the penalties will be sent to you

Your instructor is held responsible for:

- The test is cancelled due to the condition of the tuition vehicle or mechanical breakdown. The cost of a new practical test (£62) will be booked and paid for by your driving instructor only.

If you fail your driving test you are still expected to have a lesson every week until your next driving test. (This time scale is beyond your instructor control as driving tests are controlled by the DVSA).

## Collection & Use of Data

Any personal data you provide will be held securely and in accordance with the GDPR. It is your responsibility to inform your instructor of any changes in your ability to continue driving lessons for any reason. Your instructor cannot be held responsible for any communication problems that may arise due to incorrect details being held by the instructor.

## Your Rights

These terms and conditions do not affect any protection you may have under consumer legislation. Niki Driver Training reserve the right to change or alter any of the above terms and conditions without notice but we will endeavour to inform pupils of any changes as soon as possible.

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_