



INSTRUCTOR AGREEMENT No.

## **WATCH.LEARN.DRIVE.COM LTD (WLD)**

### **Driving School Agreement.**

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#### **IMPORTANT**

This document is an Agreement granted to an independent self-employed DVSA Licenced Driving Instructor. If you are in any doubts as to its contents you should consult a professional adviser.

Your attention is drawn to the fact that the Agreement set out below is for a minimum term (Minimum Term) of 52 weeks and cannot be terminated by the INSTRUCTOR prior to the expiry of this minimum term unless subject to Clause 6. (d) and Clause 10. (a) (vi) below.

This Agreement shall be construed in accordance with the law of England and Wales. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English Courts.

#### **THIS DRIVING SCHOOL AGREEMENT**

BETWEEN:-

1. watch.learn.drive.com Limited (WLD) of 1 The Courtyard, Goldsmith Way, Eliot Business Park, Nuneaton CV10 7RJ, t/a DRIVE (herein referred to as the DRIVING SCHOOL).

and

2. \_\_\_\_\_

Of

\_\_\_\_\_

(herein referred to as "the INSTRUCTOR")

## WHEREAS

- (A) THE DRIVING SCHOOL is establishing a substantial demand and goodwill in connection with the provision of uniformly high standards of driver training services under the 'Trade Names' "DRIVE" and "SmartDriving".
- (B) THE DRIVING SCHOOL conducts its business through the address listed above and provides driver training ("THE DRIVING SCHOOL business") and the INSTRUCTOR carries on a business on his own account providing driver training to pupils and/or clients as a Driver and Vehicle Standards Agency (herein referred to DVSA) Licensed Driving Instructor ("the INSTRUCTOR's business").
- (C) In order to benefit from THE DRIVING SCHOOL's name and reputation the INSTRUCTOR has requested THE DRIVING SCHOOL to grant them the terms of this Agreement and that THE DRIVING SCHOOL has agreed to do so, subject to and in accordance with the terms and conditions set out below.

## NOW IT IS HEREBY AGREED as follows:

### 1. PERIOD OF AGREEMENT

- (a) Subject to Clause 1. (b), this Agreement shall be for an initial minimum fixed period ("Minimum Term") of 52 weeks.
- (b) Should the INSTRUCTOR initially use the Trainee Licence (PDI) to fulfil their obligations under this Agreement, the Minimum Term of 52 weeks as per Clause 1. (a) shall be from the date upon which the Approved Driving Instructor Licence starts.
- (c) the provisions of this Agreement shall apply as from the start date of the first Licence to 'teach for reward' ("Commencement Date") for the Minimum Term as in accordance with Clauses 1. (a) and 1. (b).
- (d) Should neither party terminate this Agreement in accordance with Clauses 6. (d), Clause 10 (a). (vi), then this agreement will automatically renew for successive minimum terms ("Subsequent Term") of 12 months. Each Subsequent Term will automatically renew unless either party terminates this agreement at the expiry of that Subsequent Term by giving written notice to the other party no less than 28 days' prior to the expiry of that Subsequent Term, subject to Clause 6. (d) and Clause 10. (a) (vi).

### 2. PRINCIPAL TERM

It is a principal and fundamental term of the Agreement that:

- (a) In order to achieve the maximum benefit from the goodwill and reputation of THE DRIVING SCHOOL and thereby improve the profitability of the INSTRUCTOR's Business the INSTRUCTOR must comply with the standards and conditions set out herein; and
- (b) THE DRIVING SCHOOL as the operator of the operation must retain the right to take such steps as it may consider necessary from time to time to protect and enhance not only THE DRIVING SCHOOL's Business but also the businesses of THE DRIVING SCHOOL's driver trainers whilst under the obligations of this agreement.

AND the remaining terms and conditions of the Agreement shall be read and constructed subject to the provisions of this Clause.

### 3. RIGHTS GRANTED

- (a) Subject to and in accordance with the terms hereof THE DRIVING SCHOOL hereby grants to the INSTRUCTOR:
  - (i) Licence to use the Trade Name 'DRIVE';

- (ii) Licence to use THE DRIVING SCHOOL's trademark symbols, insignia, distinctive designs and logos;
  - (iii) Licence to hold themselves out to the public as being an INSTRUCTOR operating under THE DRIVING SCHOOL (a "DRIVE INSTRUCTOR").
  - (iv) All other rights and benefits relating to the INSTRUCTOR by virtue of the Driving School Agreement.
- (b) The INSTRUCTOR is granted the right to place on all letter headings bills invoices and any other documents or literature used by them in connection with the INSTRUCTOR's Business (in accordance with Clause 7 (t)) in such manner and in such place as THE DRIVING SCHOOL may direct the following words "A DRIVE" Instructor operating under license" followed by the INSTRUCTOR name.
- (c) THE DRIVING SCHOOL and the INSTRUCTOR agree that THE DRIVING SCHOOL shall provide advertising and other promotional support to the INSTRUCTOR.

#### 4. TRAINING

THE DRIVING SCHOOL shall in its sole discretion make available to the INSTRUCTOR on such terms as shall be agreed details on training courses at any time during the subsistence of this Driving School Agreement if:

- (i) It seems to THE DRIVING SCHOOL to be advisable that the INSTRUCTOR should be offered such course; or
- (ii) THE DRIVING SCHOOL wishes to encourage training of the INSTRUCTOR in new and improved techniques and which the INSTRUCTOR will be required to put into effect in conducting the INSTRUCTOR's and THE DRIVING SCHOOL's Business.
- (iii) The INSTRUCTOR requests this information at any time.
- (iv) THE DRIVING SCHOOL will at its own discretion also help to source and attain funding for the INSTRUCTOR in order that they may undertake such a course providing it is of benefit to the INSTRUCTOR and THE DRIVING SCHOOL as a Business.
- (v) If the INSTRUCTOR initially uses a Trainee Licence to fulfil their obligations under this agreement, the INSTRUCTOR agrees to the training conditions in the attached Schedule 1 (Trainee Licence conditions of sponsorship with DRIVE.)

#### 5. VEHICLE

(a) The INSTRUCTOR may use and operate their own car as the main tuition vehicle in connection with the INSTRUCTOR's business provided that:

- (i) It is leased from our 'preferred vehicle provider' unless otherwise agreed in writing. (The cost per week will be determined by the type of vehicle and duration of agreement which will be discussed on an individual basis.)
- (ii) It is a dual-controlled tuition vehicle of such make and type as THE DRIVING SCHOOL decides appropriate.
- (iii) It is either under 10 years old from the first date it was registered with the DVLA (Driver and Vehicle Licensing Agency) or it has been driven less than 80,000 miles from new unless otherwise agreed in writing.
- (iv) It is in good mechanical condition and general appearance and has been maintained in accordance with the manufacturer's recommendations.
- (v) It is suitably insured for purpose via and has a valid MOT certificate (if appropriate).
- (vi) It is kept clean, tidy and in good order and repair and in a condition satisfactory to THE DRIVING SCHOOL (in accordance with the BVRLA guidelines).
- (vii) The INSTRUCTOR shall be responsible for reporting any accidents or incidents involving any such vehicle to the police or other proper authority including any car lease provider, insurance provider (or their agents) within the time prescribed by law and to give promptly all such information and assistance in connection with any accident as the Police, THE DRIVING SCHOOL, lease providers or insurers or agents may require.

## **6. THE DRIVING SCHOOL'S OBLIGATIONS**

THE DRIVING SCHOOL shall at all times during the subsistence of this Agreement provide such assistance to the INSTRUCTOR as THE DRIVING SCHOOL shall in its absolute discretion consider necessary to develop, maintain and promote the INSTRUCTOR's Business and in that connection shall:

- (a) Promote the name of THE DRIVING SCHOOL as in its absolute discretion and commercial judgement considers necessary on a national or regional basis.
- (b) THE DRIVING SCHOOL will at its absolute discretion provide tools and services to the INSTRUCTOR so as to help the INSTRUCTOR promote the INSTRUCTOR's business.
- (c) THE DRIVING SCHOOL will endeavour to meet the INSTRUCTOR's need for pupils each week on an ongoing basis for the duration of this agreement. The INSTRUCTOR is responsible for notifying THE DRIVING SCHOOL of the number of pupils required on an ongoing basis.
- (d) Should after 3 months from the commencement of this Agreement, THE DRIVING SCHOOL has failed to deliver 70% of the leads deemed necessary to sustain the INSTRUCTOR's business (as agreed in each monthly review), THE DRIVING SCHOOL will, subject to Clauses 1. (c), Clause 9, (c) and (10), release the INSTRUCTOR from this Agreement in the event that the INSTRUCTOR provides written notice of no less than 28 days to THE DRIVING SCHOOL, and help the INSTRUCTOR find another Driving School with whom to work as an INSTRUCTOR (as a gesture of goodwill and in ex-gratia of this agreement).
- (e) Leads will be provided within a 10 mile radius from the INSTRUCTOR's nearest test centre but should the INSTRUCTOR live in a rural location or small Town, then THE DRIVING SCHOOL will at its absolute discretion also provide leads from a 5 mile radius from the nearest large Town or City's test centre.

## **7. INSTRUCTOR'S OBLIGATIONS**

In order to maintain uniformly high standards amongst INSTRUCTORS carrying on business under the Trade Name, and to protect for the benefit of THE DRIVING SCHOOL, the INSTRUCTOR and all other INSTRUCTORS or licensees of THE DRIVING SCHOOL, the demand for the services provided under the Trade Name and the reputation and goodwill thereof, the INSTRUCTOR hereby agrees and undertakes with THE DRIVING SCHOOL that:

- (a) The INSTRUCTOR will use his best endeavours to maintain the highest standards in all matters connected with the INSTRUCTOR's Business and shall not sell anything or provide any services which do not conform with the standards associated with the Trade Name or of which THE DRIVING SCHOOL does not approve. The INSTRUCTOR will comply with all advice and instructions given to them by THE DRIVING SCHOOL with regard to standards or quality of service to be provided by them.
- (b) Without prejudice to the provision of paragraph (a) above the INSTRUCTOR will use his best endeavours at all times to assist THE DRIVING SCHOOL in developing and improving THE DRIVING SCHOOL Business including in particular its good name and reputation.
- (c) The INSTRUCTOR shall not under any circumstances pledge the credit of THE DRIVING SCHOOL or represent himself as being THE DRIVING SCHOOL or an agent or employee or partner of THE DRIVING SCHOOL and nothing contained in or relating to this Agreement shall or shall be deemed to constitute a partnership or contract of employment between the parties.
- (d) The INSTRUCTOR agrees to use THE DRIVING SCHOOL's tuition plans as varied from time to time to the intent that they will exercise their own judgement, skills and expertise in determining the manner in which they give tuition to pupils.
- (e) The INSTRUCTOR will only charge fees to pupils for driving tuition in such amount as shall from time to time be advised by THE DRIVING SCHOOL and in particular no discounts or variation to such fees will be made without the prior written agreement of THE DRIVING SCHOOL.
- (f) The INSTRUCTOR agrees to use THE DRIVING SCHOOL's 'block booking' packages and associated discounts for driving tuition in such amount as shall from time to time be advised by THE DRIVING SCHOOL and in particular no discounts or variation to such fees will be made without the prior written agreement of THE DRIVING SCHOOL.

- (g) The INSTRUCTOR agrees to deliver THE DRIVING SCHOOL's 'buy one get one free introductory offer' on the initial driving lesson for 'new leads' and shall from time to time as advised by THE DRIVING SCHOOL and in particular no variation to such fees will be made without the prior written agreement of THE DRIVING SCHOOL.
- (h) The INSTRUCTOR shall provide tuition to any corporate or governmental pupils/clients contracted by THE DRIVING SCHOOL at such fee as shall from time to time be agreed.
- (i) The INSTRUCTOR will be responsible for the collection of monies from pupils of driving tuition serviced by them and shall not operate credit or debit accounts for pupils of driver tuition. Any refunds due to a pupil for a block booking remain the responsibility the INSTRUCTOR.
- (j) The INSTRUCTOR shall promote and preserve the goodwill and reputation associated with the Trade Name by properly providing at no extra cost to a pupil a lesson or lessons as the case may be or otherwise responding to any bona fide complaint from a pupil howsoever arising (including where appropriate or if the pupil requests referring the matter to THE DRIVING SCHOOL who may (in its absolute discretion) decide that such other lesson or lessons shall be provided by another THE DRIVING SCHOOL Instructor in which case the cost shall be met by the INSTRUCTOR).
- (k) The INSTRUCTOR shall at all times be polite, clean and tidily clothed in a condition satisfactory to THE DRIVING SCHOOL (pursuant to Clause 6(a)) and the INSTRUCTOR shall maintain such standards with regard to cleanliness, clothing, appearance or demeanour as are reasonably necessary to maintain the uniformly high standards associated with the Trade Name.
- (l) The INSTRUCTOR acknowledges that THE DRIVING SCHOOL has the exclusive right to the Trade Name the name "DRIVE" and to all copyrights, logos, trade names and symbols now or hereafter applied for or granted or used in connection therewith.
- (m) The INSTRUCTOR acknowledges that THE DRIVING SCHOOL has the exclusive right to grant the Driving School Agreement and to grant Driving School Agreements to others to use the Trade Name in connection with their businesses of providing driver training.
- (n) The INSTRUCTOR agrees that THE DRIVING SCHOOL may use his address for the purposes of promoting THE DRIVING SCHOOL brand and for marketing purposes.
- (o) The INSTRUCTOR is and has chosen to be a self-employed independent contractor carrying on his own business as a driving INSTRUCTOR and will not be entitled to make any claim against THE DRIVING SCHOOL for unfair dismissal compensation for loss of office or redundancy in the event of this Driving School Agreement being terminated.
- (p) The INSTRUCTOR shall, as a self-employed person carrying on his own business, keep and maintain all necessary books of account and records and be responsible for discharging all VAT, income tax and national insurance liabilities incurred by them in connection with the INSTRUCTOR's Business and for meeting all other requirements of any competent taxing authority.
- (q) The INSTRUCTOR will obtain at his own cost all necessary licenses and/or registration and renewal thereof from the DVSA to enable them to carry on business as a driving instructor.
- (r) The INSTRUCTOR shall use in connection with the INSTRUCTOR's Business pursuant to the terms of this Driving School Agreement only such stationery and other documentation with third parties as THE DRIVING SCHOOL shall provide, stipulate or approve. On all such stationery etc., there shall be stated "A DRIVE INSTRUCTOR operated under licence by" followed by the INSTRUCTOR's name.
- (s) The INSTRUCTOR will at his own cost provide fully comprehensive ADI instruction insurance to cover the vehicle as referred to in Clause 5 for the full purposes of delivering driver training as set out in the Road Traffic Act.
- (t) The INSTRUCTOR will at his own cost provide the appropriate public liability and professional indemnity insurance (as provided by The ADI NJC) to cover any accidental consequences of inadequate or negligent instruction in such terms as from time to time advised.

- (u) With the prior written approval of THE DRIVING SCHOOL the INSTRUCTOR may advertise in accordance with THE DRIVING SCHOOL guidelines from time to time using only the style and format of advertising previously stipulated by and approved by THE DRIVING SCHOOL. Under no circumstances may the Trade Name or any logo or symbols associated with the same be used without THE DRIVING SCHOOL's prior written agreement.
- (v) The INSTRUCTOR shall at all times act in the best interests of THE DRIVING SCHOOL and do nothing and commit no act or omission which in the view of THE DRIVING SCHOOL's goodwill and/or reputation (including without prejudice to the generality or the foregoing) and the INSTRUCTOR shall not without THE DRIVING SCHOOL's prior agreement make any comment to the press or other media whether arising directly or indirectly in connection with or out of driving training services in general or in respect of THE DRIVING SCHOOL in particular.
- (w) The INSTRUCTOR shall not pursue any marketing policy or business practice which may be objected to in good faith by THE DRIVING SCHOOL as being likely to give rise to justifiable professional or public criticism.
- (x) Subject to the aforesaid, the INSTRUCTOR will use his own judgement skill and expertise in determining the manner in which they give tuition to pupils and in consultation with THE DRIVING SCHOOL they will be responsible for recommending to pupils the number of driving lessons required and advising generally on all aspects of their driving.
- (y) The INSTRUCTOR does and shall continue to carry on the INSTRUCTOR's Business as a sole trader (and not as a limited company or partnership or otherwise howsoever).
- (z) The INSTRUCTOR shall keep THE DRIVING SCHOOL advised of any change of the INSTRUCTOR's address or telephone number.
- (aa) The INSTRUCTOR shall at all times ensure that the driving school vehicle operated by them bears the signwriting design as set by THE DRIVING SCHOOL at that time. Signwriting must be done using a supplier specified by THE DRIVING SCHOOL.
- (bb) The INSTRUCTOR shall provide on request for the same, information relating to Pass Statistics, ALL Licence Details and inform THE SUPPORT PROVIDER immediately in the event of changes to circumstances surrounding said licence and entitlements.
- (cc) The INSTRUCTOR shall use his best endeavours to inform THE DRIVING SCHOOL of every pupil who passes their test and provide contact details for that pupil in order that THE DRIVING SCHOOL may contact the pupil for feedback.
- (dd) The INSTRUCTOR must upload, using the service provided by THE DRIVING SCHOOL, a pupil 'pass photo' for every test pass (where the pupil is happy for them to do so). The photo should be of the pupil, with pass certificate and with a branded driving school vehicle in the background.
- (ee) The INSTRUCTOR must provide to any pupil, customer or client a copy of THE DRIVING SCHOOL's documents 'Driving School Code of Conduct', 'Terms and Conditions' and ensure they are signed by the pupil, or if the pupil is under 18 a responsible adult on behalf of the pupil.
- (ff) The INSTRUCTOR agrees to adhere to THE DRIVING SCHOOL's GDPR policy (available on THE DRIVING SCHOOL's website).

## 8. CONFIDENTIALITY

Save as may be otherwise required by law or by any applicable regulatory authority the INSTRUCTOR shall not without the prior written approval of THE DRIVING SCHOOL, either during the continuance of this Agreement or (notwithstanding any other term hereof) at any time thereafter, disclose to any person form or company any information belonging to THE DRIVING SCHOOL or trade secret operation process dealing or private knowledge or information relating to THE DRIVING SCHOOL Business names or customers organisation business dealings, finance transactions or affairs of THE DRIVING SCHOOL or any persons associated with THE DRIVING SCHOOL, except to the extent that disclosure of such information is authorised by THE DRIVING SCHOOL in writing, and shall remain in force for 3 months following termination of this agreement.

## 9. INITIAL AND SUBSEQUENT INSTRUCTORS' FEES

- (a) The INSTRUCTOR will pay to THE DRIVING SCHOOL a one-off administration fee of £250 prior to entering into this Agreement.
- (b) Upon execution and for the duration of this Agreement the INSTRUCTOR will pay to THE DRIVING SCHOOL a weekly Driving School Agreement Fee of £99 per week. (All figures inclusive of VAT).
- (c) During the 2<sup>nd</sup> year (2<sup>nd</sup> subsequent term) of this Agreement THE DRIVING SCHOOL will pay THE INSTRUCTOR the initial trainee fees paid back as 4 (four) equal payments, paid once every 3 months (All figures inclusive of VAT) subject to all fees in Clause 9 (b) being paid on time and up to date.
- (d) Should the INSTRUCTOR choose to terminate this agreement as per Clause 6. (d) or Clause 10. (a) (vi), the INSTRUCTOR understands that they have forfeited the initial trainee fees paid back as described in Clause 9 (c).
- (e) Driving School Agreement fees are paid by weekly Standing Order Payment or 'Recurring Payment'. If a payment fails, a charge of £35 will be made. This covers the cost of any bank charges relating to the failed payment and a small administration charge.
- (f) Should - for whatever reason – it be agreed that payments are paused for a period of time, THE INSTRUCTOR AGREES that the payments missed will be collected weekly at the same amounts until the balance is cleared.

## 10. TERMINATION

- (a) THE DRIVING SCHOOL may without prejudice to any other rights or remedies available to it terminate this Agreement without notice and with immediate effect and all rights of the Driving School Agreement hereunder shall therefore cease on the happening of any one or more of the following events:
  - (i) If the INSTRUCTOR shall neglect, fail to perform or observe any of the agreements or conditions on the INSTRUCTOR's part to be performed and observed hereunder and shall neglect or fail to remedy any such default (where capable of remedy) to the satisfaction of THE DRIVING SCHOOL (in the case of any default affecting the quality of services being provided by the INSTRUCTOR, within 48 hours and in the case of any other default within 7 days after a written notice therefore has been given to the INSTRUCTOR); or
  - (ii) If the INSTRUCTOR shall commit any act of bankruptcy or shall become bankrupt; or
  - (iii) If the INSTRUCTOR shall make any arrangement or composition with its creditors or shall have a receiver appointed over all or any part of the INSTRUCTOR's assets or if the INSTRUCTOR takes any similar action in consequence of debt; or
  - (iv) If there should be a purported or deemed assignment of this Driving School Agreement; or
  - (v) If the INSTRUCTOR shall die; or
  - (vi) If the INSTRUCTOR initially uses the Trainee Licence to fulfil their obligations under this Agreement and the INSTRUCTOR should fail the Part 3 test on each of the 3 permitted attempts.
- (b) Without prejudice to the provisions of the preceding sub-clause, if the INSTRUCTOR makes any default in making payment due under any of the provisions of this Driving School Agreement or if THE DRIVING SCHOOL shall on reasonable grounds suspect that any information concerning THE DRIVING SCHOOL's Business or particulars of any communication from THE DRIVING SCHOOL to the INSTRUCTOR is being or has been communicated in any way to any other rights or remedies available, to terminate this Driving School Agreement and all rights of the INSTRUCTOR hereunder shall therefore cease.

- (c) Notwithstanding any other provision hereof this Driving School Agreement will automatically terminate if the INSTRUCTOR:
- (i) Is prohibited by law from carrying on business as a driving INSTRUCTOR or fails to observe any Governmental or other regulations issued from time to time relating to driving INSTRUCTORS; or
  - (ii) Is found guilty of a criminal offence or commits any act of fraud or dishonesty; or
  - (iii) Otherwise conducts themselves in a manner that in the reasonable opinion of THE DRIVING SCHOOL is inconsistent with the duties and responsibilities of a driving INSTRUCTOR providing tuition in general or in respect of his obligations under this Driving School Agreement.

## 11. CONSEQUENCES OF TERMINATION

Upon termination of this Driving School Agreement howsoever caused:

- (a) The INSTRUCTOR shall immediately discontinue the use of the Trade Name and any trade marks, signs, cards notices or other display or advertising matter indicative of THE DRIVING SCHOOL or of any association with THE DRIVING SCHOOL or of the business or products of THE DRIVING SCHOOL and shall make or cause to be made such changes in signs, cards, notices or other display or advertising matter as THE DRIVING SCHOOL shall reasonably direct so as to effectively distinguish the INSTRUCTOR's Business from its former public marketing image and photographic evidence is necessary to evidence this.
- (b) The INSTRUCTOR shall forthwith deliver back to THE DRIVING SCHOOL all stationery literature, signs, cards, notices or other display or advertising matter and any other article bearing the mark or name of THE DRIVING SCHOOL or the Trade Name which may be the property of the INSTRUCTOR, and all items which may have been loaned to the INSTRUCTOR by THE DRIVING SCHOOL shall be returned to THE DRIVING SCHOOL at the INSTRUCTOR's expense. The INSTRUCTOR shall also forthwith pay to THE DRIVING SCHOOL (without any deduction or right set off whatsoever) all sums of money which may be due from the INSTRUCTOR to THE DRIVING SCHOOL.
- (c) Should the INSTRUCTOR and THE DRIVING SCHOOL by mutual agreement choose to terminate this Driving School Agreement and THE DRIVING SCHOOL have delivered 70% of the expected leads (as referred to in Clause 6 (d)), the INSTRUCTOR will incur a termination penalty of £1500.
- (d) The INSTRUCTOR understands that access to all digital products may cease immediately. This includes access to any apps or services provided by THE DRIVING SCHOOL to pupils taught by the INSTRUCTOR.
- (e) The INSTRUCTOR shall not pass themselves off or hold themselves out as being a THE DRIVING SCHOOL Instructor or in any way connected with or authorised by or associated with THE DRIVING SCHOOL or describes or hold themselves out as having been THE DRIVING SCHOOL's Instructor.
- (f) The INSTRUCTOR understands that THE DRIVING SCHOOL shall transfer all of the pupils provided to the INSTRUCTOR by THE DRIVING SCHOOL to another of THE DRIVING SCHOOL'S INSTRUCTORS, and shall forthwith transfer any monies received by the INSTRUCTOR from those pupils in respect of lessons not yet taken, to THE DRIVING SCHOOL.
- (g) The INSTRUCTOR undertakes with THE DRIVING SCHOOL that they will not either:
  - (i) For a period of 3 months thereafter provide driving tuition to any of the pupils provided by THE DRIVING SCHOOL in respect of Clause 11(e & f); or
  - (ii) For a period of 3 months thereafter solicit or entice away or endeavour to solicit or entice away the custom of or otherwise provide driving tuition to any person they know is a pupil of or other person currently receiving driving tuition from a THE DRIVING SCHOOL INSTRUCTOR or any part of THE DRIVING SCHOOL Business.



## **12. FORCE MAJURE**

- (a) Notwithstanding anything to the contrary contained herein, THE DRIVING SCHOOL shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply of reference materials, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, or difficulties of civil unrest, Pandemic or Epidemic beyond THE DRIVING SCHOOL's control. Notwithstanding the foregoing, in the event of such an occurrence, we agree to make a good faith effort to perform the obligations of the contract within. THE DRIVING SCHOOL will not be held responsible for any DVSA system failures, strikes or changes in law enacted at any time, either now or in the future.

Considerations for any difficulties arising under Force Majeure to you will be reasonably considered by THE DRIVING SCHOOL.

## **13. ACKNOWLEDGEMENT**

- (a) Each of the restriction and provisions contained in this Driving School Agreement and in each Clause paragraph and sub paragraph thereof shall be construed as independent of every other restriction and of every other provision of this Driving School Agreement and the existence of any claim of cause of action of the Agreement against THE DRIVING SCHOOL whatsoever shall not constitute a defence to the enforcement by THE DRIVING SCHOOL of the said restrictions or provisions or any of them.
- (b) It is hereby expressly agreed between the parties hereto that having regard to the recital and other provisions of this Driving School Agreement each of the restrictive covenants contained herein and in each Clause paragraph and sub paragraph hereof is reasonably necessary for the protection of THE DRIVING SCHOOL, THE DRIVING SCHOOL's industrial and intellectual property rights and the other INSTRUCTORS of THE DRIVING SCHOOL and does not unreasonably interfere with the freedom of action of the INSTRUCTOR.
- (c) If any term or provision of this Agreement becomes unenforceable due to a change in any law, the remainder of this Agreement shall continue in force as though that unenforceable provision were not in existence.

In the event that the exclusion of any offending provision shall in the opinion of THE DRIVING SCHOOL adversely affect THE DRIVING SCHOOL's right to receive payment of fees or payments by whatever means payable to THE DRIVING SCHOOL (including but without prejudice to the generality of the foregoing THE DRIVING SCHOOL's right exclusively to supply the INSTRUCTOR with goods and/or services) or THE DRIVING SCHOOL's trademarks Trade Name trade secrets know-how or methods or THE DRIVING SCHOOL's right to specify the rates of driving tuition fees charged to pupils then THE DRIVING SCHOOL shall have the right to terminate this Driving School Agreement upon 28 days' notice in writing to the INSTRUCTOR.

## **14. NO WARRANTIES WITHOUT AUTHORITY**

The INSTRUCTOR shall make no statements, representations or claims and shall give no warranties to any customer or potential customers in respect of any services to be provided to them, save such as may have been specifically authorised by THE DRIVING SCHOOL in writing.

The INSTRUCTOR hereby undertakes with THE DRIVING SCHOOL to keep THE DRIVING SCHOOL fully and effectively indemnified against all claims, demands including without limit, pupil claims, losses and expenses and costs which THE DRIVING SCHOOL may incur as a result of any breach by the INSTRUCTOR of this provision or of any part of the provisions contained in this Driving School Agreement.

## 15. GENERAL

- (a) This Driving School Agreement (including the attached Schedule 1) contains the entire Agreement between the parties and no representations, warranties, inducements or promises made by THE DRIVING SCHOOL whether oral or otherwise and no other agreements whether oral or otherwise not embodied herein and no custom or practice of the parties or any part of them at variance with the terms hereof shall add to or vary this Agreement or be of any force or effect.
- (b) No failure of THE DRIVING SCHOOL to exercise any power given to it hereunder or to insist upon strict compliance by the INSTRUCTOR with any obligations hereunder and no custom or practice or the parties at variance with the terms hereof shall constitute any waiver of any of THE DRIVING SCHOOL's rights under this Agreement. Waiver by THE DRIVING SCHOOL of any particular default by the INSTRUCTOR shall not affect or impair THE DRIVING SCHOOL's rights in respect of any subsequent default of any kind by the INSTRUCTOR nor shall any delay or omission or THE DRIVING SCHOOL to exercise any rights arising from any default of the INSTRUCTOR affect or impair THE DRIVING SCHOOL's rights in respect of the said default or any other default of any kind.
- (c) Where under any of the provisions of this Driving School Agreement THE DRIVING SCHOOL's consent, agreement, approval or authority is required to be given or obtained, such consent, agreement, approval or authority to be effective and binding on THE DRIVING SCHOOL must be in writing and signed by an authorised executive of THE DRIVING SCHOOL.
- (d) The Clause headings in this Driving School Agreement are for convenience only and shall not affect the construction hereof.
- (e) Any notice required to be given hereunder by THE DRIVING SCHOOL to the INSTRUCTOR may be delivered personally or sent by first class, pre-paid post in either case to the INSTRUCTOR at his last known address. Any notice required to be given by the INSTRUCTOR may be given by leaving the same at or posting it by first class pre-paid post to THE DRIVING SCHOOL's address as detailed on this Driving School Agreement. Where a notice is sent by post under the provisions of this Clause service shall be deemed to have been affected at the expiration of seventy two (72) hours (excluding Bank Holidays) after the same was posted whether or not it shall have been received.

**I confirm that I have read, understood and fully agree to comply with the terms of this Driving School Agreement.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(INSTRUCTOR)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(authorised for and on behalf of watch.learn.drive.com Ltd)

## **SCHEDULE 1:**

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### **TRAINEE LICENCE CONDITIONS OF SPONSORSHIP WITH DRIVE**

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The INSTRUCTOR named in the above Agreement, agrees as follows in addition to above Agreement:

#### **1. THE INSTRUCTOR'S PDI LEGAL OBLIGATIONS**

In addition to the Agreement above, The INSTRUCTOR's attention is specifically drawn to the fact that whilst THE DRIVING SCHOOL shall provide training and support so as to ensure compliance with the DVSA requirements for the Trainee Licence, it remains the INSTRUCTOR's ultimate responsibility to ensure they comply with the DVSA requirements for the Trainee Licence. It is agreed:

- (a) THE DRIVING SCHOOL and the INSTRUCTOR agree that the INSTRUCTOR shall not state nor imply that they is a fully qualified Approved Driving INSTRUCTOR (ADI).
- (b) The INSTRUCTOR agrees to adhere the Driver and Vehicle Standards Agency rules for use of a Trainee Licence and that it remains the INSTRUCTOR's ultimate responsibility to ensure they comply with the DVSA requirements for the Trainee Licence.

#### **2. TRAINING**

THE DRIVING SCHOOL shall provide training and support so as to ensure compliance with the DVSA requirements for the Trainee Licence as follows (it remains the INSTRUCTOR's ultimate responsibility to ensure they comply with the DVSA requirements for the Trainee Licence):

- (a) The INSTRUCTOR must follow fully the advice of THE DRIVING SCHOOL and its' appointed representatives.
- (b) 3 x 4 hour in-car sessions delivered at the following approximate time periods: 1<sup>st</sup> session between weeks 6-8 from the commencement of this agreement; 2<sup>nd</sup> session between weeks 10-12 from the commencement of the Trainee Licence; 3<sup>rd</sup> session at least 1 week before 1<sup>st</sup> attempt of the Part 3 Test of the Qualification Examination, allowing for trainer availability. The INSTRUCTOR understands this forms part of their legal requirement to adhere to the Rules of Use of a Trainee Licence.
- (c) Regular, unlimited 'PDI Surgeries' will be delivered via our 'Virtual Classroom' platform. The INSTRUCTOR understands attendance to at least 6 of these PDI Surgeries in the first 12 week period forms part of their legal requirement to adhere to the Rules of Use of a Trainee Licence.

- (d) In the event of a failure of an attempt of the Part 3 Test of the Qualification Examination, a further 4 hour in-car session and a PDI Surgery session must be attended before each subsequent attempt. The INSTRUCTOR understands this is a legal requirement to adhere to the Rules of Use of a Trainee Licence.
- (e) The INSTRUCTOR must complete a 'Lesson Self Evaluation' module for at least 1 (one) lesson per week and upload to the appropriate part of the course for assessment.
- (f) The INSTRUCTOR must follow and complete all Online work and practice sessions in full as structured by THE DRIVING SCHOOL, and any additional work provided upon request.
- (g) The INSTRUCTOR is responsible for the booking, paying, managing and cancelling of all DVSA tests.
- (h) The INSTRUCTOR must inform THE DRIVING SCHOOL of all test appointments and amendments by email as soon as reasonably possible.
- (i) The INSTRUCTOR must not book or sit a test without the express consent of THE DRIVING SCHOOL.
- (j) The INSTRUCTOR must inform THE DRIVING SCHOOL of all test results by email as soon as is reasonably possible.
- (k) It is solely The INSTRUCTOR'S responsibility that the ADI21AT(s) is/are submitted to the DVSA with the required time. The INSTRUCTOR understands this is a legal requirement to adhere to the Rules of Use of a Trainee Licence.
- (l) In the event of any missed payments, any training booked will be cancelled.
- (m) If the INSTRUCTOR cannot attend a booked training session, or any part thereof, THE DRIVING SCHOOL will deem the session or part session to be taken unless exceptional circumstances can be proven at the time (for which written evidence will be required) or if the INSTRUCTOR cancels in writing with a minimum 14 days' notice.
- (n) The INSTRUCTOR must apply for further Trainee Licences, if qualification is not achieved within the initial timeframe of the current Trainee Licence.
- (o) The INSTRUCTOR must book training times into their diary and agrees training takes priority over lessons.

**I confirm that I have read, understood and fully agree to comply with the Trainee Licence conditions of sponsorship with DRIVE:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(INSTRUCTOR)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(authorised for and on behalf of watch.learn.drive.com Ltd)