

DRIVE Driving Instructor Training Fusion Hive, North Shore Road, Stockton-on-Tees, TS18 2NB 0800 368 8193 training.support@just-drive.co.uk

LEARNER TERMS AND CONDITIONS:

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Definitions:

Driver and Vehicle Standards Agency known from hereon as: DVSA.

"You" or "Your" is You the learner driver. "We", "Our" or "Us" is watch Learn drive.com Ltd T/A DRIVE."
"Booking" is the process of You paying us for our services to connect You to a Driving Instructor ("Driving Instructor") to arrange a Course ("Course") of driving lessons ("Lessons") and/or any of the practical driving and/or theory tests ("Test").
"Agreement" is these Terms and Conditions.

IMPORTANT:

DRIVE acts as an agent to connect You to a Driving Instructor for lessons. When You make a booking with DRIVE, You are entering into a separate agreement for the lessons which is solely between Yourself and the Driving Instructor who is self-employed and independent from DRIVE.

By booking with us, You understand You are agreeing to these Terms and Conditions.

1. GENERAL TERMS

- 1. This Agreement and Conditions are written in English and are subject to English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 2. By accessing our content, or taking lessons with one of our instructors, You are agreeing to these terms and conditions in full. If You have any doubts, please seek proper legal advice prior to accepting this Agreement.
- 3. As our courses also include a digital product, You will are asked to agree to a copy of these terms online prior to accessing any material and in doing so You understand and agree to these Terms.
- 4. You agree You have read and understood our Privacy Policy and how it applies to You.
- 5. In making this booking, You confirm that You hold, or are eligible for, a valid UK provisional driving licence.
- 6. The Courses/Lessons available through DRIVE are delivered in England, Scotland, and Wales only.
- 7. The Course Fees ("Fees") are as listed on the DRIVE website, and include:
 - a) DRIVE's administration fee which covers connecting You to a driving instructor;
 - b) booking Your theory and/or practical driving test and managing Your test bookings (if applicable);
 - c) providing service and support throughout Your course;
 - d) the tuition fee for the lessons from the driving instructor
 - e) the DVSA driving test fee(s) ((if applicable)
- 8. As the practical driving and theory tests rely on Your own skill and knowledge, DRIVE does not and cannot guarantee that You will pass Your practical driving test or theory test, only that we guarantee to pay for your next test (for one attempt only).
- 9. DRIVE does not and cannot guarantee to meet any preference regarding Your driving instructor's gender, car make, car model, or car fuel type.
- 10. DRIVE reserves the right to adjust Your course fees after a period of 6 months. Your booking may be placed on hold until these fees are paid.
- 11. When making an advance booking (on the event the You are not 17 and/or they do not have a valid provisional licence in their possession) You agree that we reserve the right that when You turn 17 or can provide the provisional licence to review the price of Your course.
- 12. The Terms of this Agreement are not flexible.
- 13. You must not share any information We send You (whether We send it by post or internet) with any other person or company without our expressly written consent.
- 14. We reserve the right to refuse acceptance onto any of our courses/products/lessons.

2. DRIVE'S SERVICE

DRIVE acts as an agent to connect You to a Driving Instructor for lessons. We charge a fee for this service in the form of a 'non-refundable deposit' ("Admin Fee").

When You make a booking with DRIVE, You are entering into a separate agreement for the lessons which is solely between Yourself and the Driving Instructor who is self-employed and independent from DRIVE.

By booking with us, You understand You are agreeing to these Terms and Conditions.

Once we have passed Your details to an instructor, You agree our service is complete and there is no refund of this "Admin Fee".

If You have purchased a course of lessons from us directly, we will process the full fee and take payment for the course from You. We will pass the amount of the lessons for the course on to instructor minus the 'Admin Fee' (as described above) for our service, and test fees (if applicable).

3. LESSONS

- 1. It is not possible to change instructor once allocated. Should You wish to make any changes to Your instructor, we will try to facilitate the required changes to Your driving instructor and course, but we would charge a £30 admin fee.
- 2. Arrangements for the driving lessons, including the start time and start location, shall be agreed between You and the driving instructor directly.
- 3. It is Your responsibility to be on time for lessons. Your driving instructor may have other lessons to deliver, the lessons will not and cannot be extended for late arrival.
- 4. If You do not attend a lesson, the driving instructor will be entitled to keep the full tuition fee of the missed lesson and the lesson time will be deducted from Your course hours.
- 5. The total course time includes any breaks that the driving instructor may feel is necessary for the safety of both You and the driving instructor in accordance with any regulations/legislation.
- 6. Once an instructor has been allocated, it is not possible to reduce Your course hours.
- 7. You will be asked to agree to the driving instructors terms and conditions regarding policies for cancellation or rearrangement of the lessons. It is Your responsibility to ensure You know and understand, agree and comply to Your driving instructor's policies.
- 8. The driving instructor may refuse to proceed with a driving lesson if You use abusive language or threatening behaviour, or if You fail to act on any reasonable request made by the driving instructor. The driving instructor may also refuse to proceed if they believe You are under the influence of alcohol or drugs during the lesson. All Driving Instructors have DRIVE's full support regarding this.
- 9. DRIVE will assess any missed/cancelled lessons or tests due to the driving instructor being ill, vehicle breakdowns or any other circumstance outside of DRIVE's or the driving instructor's control on a case-by-case basis.
- 10. You must have reasonable availability for lessons on a weekly basis.
- 11. Unless agreed otherwise with DRIVE in writing, You have six months after booking a course/lessons to start lessons. If an agreement is not made and Your driving lessons have not started within this six-month period, Your deposit and up to 100% of Your fees will be non-refundable.

4. CANCELLATIONS AND REFUNDS

- 1. Once You have been connected to a driving instructor, as above, You agree our service is complete and there is no refund of the "Admin Fee".
- 2. Once You have made Your booking for a course of lessons, You have the right to cancel Your booking up to 14 days from making Your booking.
- 3. If, before the end of the 14-day cancellation period, lessons have been allocated and agreed by You and the driving instructor, You are instructing DRIVE and the driving instructor to start work on Your booking right away and therefore waiving Your right to the 14day cancellation period and 100% of Your fee is non-refundable.
- 4. If You are a repeat customer, it will be assumed that You want DRIVE to start work on Your booking right away and therefore waive Your right to the 14-day cancellation period unless explicitly stated otherwise.
- 5. As above. The 'Admin Fee' is a non-refundable deposit unless the follow circumstances occur:
- a) DRIVE is unable to allocate a driving instructor within 28 days of Your booking.
 b) Where test fees are included, if DRIVE is unable to secure a suitable practical driving test within 28 days of Your booking;
- c) DRIVE is unable to allocate a driving instructor within 28 days of You confirming Your practical test date is suitable.
- 6. Any refund given will be returned via the original payment method. Any refunds can take up to 10 working days from the day they are processed to show in Your account account.
- 7. Any unused hours from Your lessons booking with DRIVE are non-refundable and non-transferable. At the discretion of DRIVE and Your driving instructor, any unused lessons can be used for additional tuition (e.g., pass plus or motorway driving lessons).

6. TEST PASS GUARANTEE

The Test Pass Guarantee is quite simple:

- You must have had at least our 10 hour package of lessons with one of our instructors;
 - You must be able show You have watched all of the videos in our 'learning to drive' online course;

- 3. You must provide Your test fail report dated within the last 14 days;
- 4. You must provide Your bank details so we can pay You the value of the test within 14 days of making us of the guarantee.

Guaranteed Pass - Unlimited Course:

- 1. You must have had at least the full hours as provided by the package of lessons with one of our instructors;
- 2. additional lessons are provided and limited to 4 hours following a test fail and before a resit;
- 3. You must be able show You have watched all of the videos in our learning to drive online course;
- 4. You must provide Your test fail report dated within the last 14 days;
- 5. You must provide Your bank details so we can pay You the value of the test within 14 days of making us of the guarantee.

The instructor's decision on test readiness is final and reserves the right to refuse use of the car for the day of the test. If this occurs, the hours reserved for the day of the test will be used to continue lessons until the hours have been used up. It would then be Your responsibility to arrange and pay for the use of the instructor's car for the day of the test.

AGREEMENT

These Terms and Conditions contain the entire Agreement between the parties and no representations, warranties, inducements or promises made by Us, 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.

By booking a course with DRIVE You agree you understand and agree to these Terms and Conditions wholly and I agree to abide by them completely.

DRIVE is a Trading Name of watch-learn-drive.com Ltd DRIVE, Fusion Hive, North Shore Road, Stockton-on-Tees, TS18 2NB

Contact DRIVE: Contact Us