

## Duffield Driving School Terms of Service

Your rights, responsibilities and what to expect from us.

### Terms of Service

#### Overview – Duffield Driving School

This website is operated by Duffield Driving School. Throughout the site, the terms “we”, “us” and “our” refer to Duffield Driving School. Duffield Driving School offers this website, including all information, tools and services to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website and/or using our Service. By accessing or using any part of the site or purchasing driving lessons, you agree to be bound by these Terms of Service. If you do not agree to all of the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website, or purchase of driving lessons, following posting of any changes constitutes acceptance of those changes.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

#### **Section 1 - General conditions**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your information, not including bank details, may be transferred unencrypted and involve a) transmission over various networks; and b) changes to conform and adapt to the technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy or sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

For the purposes of driving lessons, you agree to the following:

- Payment needs to be in advance of any lesson (at least 48 hours prior to the session) with block bookings being non-refundable. By making payment you agree to these terms and conditions.
- Unless 48 hours notice is given, any lesson cancellations or amendments will be charged at your normal rate.

- Your instructor has the right to withdraw the tuition vehicle for your driving test if, in the opinion of the instructor, the candidate does not meet the required test standard. The instructor's decision is final.
- Any speeding fines or other convictions (such as, but not limited to, bus lane fines) will be paid by the pupil including any administrative charges.
- It is your responsibility to ensure that you are fit to drive and not under the influence of alcohol or drugs, spot checks can and will be made by the instructor if deemed necessary. Medical conditions must be declared, and glasses worn if needed.
- Duffield Driving School cannot be held responsible for any lesson cancellation due to mechanical failure but will endeavour to provide another tuition vehicle at the earliest convenience.
- Your instructor will abide by the ADI code
- Duffield Driving School will provide dual-controlled cars in a clean, road worthy condition and all instructors will present themselves in a professional and smart way.
- There may be a charge to the customer for damage caused to the tuition vehicle where instruction is not followed correctly.

## **Section 2 – Accuracy, completeness, and timeliness of information**

We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as a sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the content of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **Section 3 – Modification to the service and prices**

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or any third-party for any modification, price change, suspension, or discontinuation of the Service

## **Section 4 – Third-party links and optional tools**

We may provide you with access to third-party tools over which we neither monitor nor have any control or input. You acknowledge and agree that we provide access to such tools 'as is' and 'as available' without any warranties, representations, or conditions of any kind and without any endorsement. We shall no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also in the future offer new services and/or features through the website including the release of new tools and resources. Such new features and/or services shall also be subject to these Terms of Service.

Certain content, product, and services available via our Service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-part materials or websites or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transaction made in connection with any third-party websites. Please review carefully a third-party's policy and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party's products should be directed towards the third-party.

#### **Section 5 User comments, feedback, and other submissions**

If, at our request, you send certain specific submissions (for example contest entries) or without request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### **Section 6 - Personal information**

Your submission of personal information through this website is governed by our privacy policy. To view our privacy policy please scroll to the bottom of our webpage.

#### **Section 7 – Errors, inaccuracies, and omissions**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to services, pricing, promotions, offers and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information without prior notice. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

#### **Section 8 – Prohibited uses**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, national, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the

Internet; (h) to collect or track the personal information of others; (to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### **Section 9 – Disclaimer of warranties; Limitation of liability**

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure or error free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time, or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Duffield Driving School, our directors, officers, instructors, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, from your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service (or any content or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

### **Section 10 – Indemnification**

You agree to indemnify, defend, and hold harmless Duffield Driving School and hold our directors, officers, instructors, employees, affiliates, agents, contractors, interns, suppliers, service providers and licensors harmless from any claim or demand, including reasonable legal fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **Section 11 – Severability**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgement you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **Section 12 – Entire agreement**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such a right or provision. These Terms of Service and any policies or operating rules posted by us on this site, or in respect to the Service, constitutes the entire agreement and understanding between you and us and govern your use of the service, superseding and prior or contemporaneous agreements, communications, or proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against Duffield Driving School.

### **Section 13 – Governing Law**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of England and Wales.

### **Section 14 – Changes to the Terms of Service**

You can review the most current version of the Terms of Service at any time on this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of, or access to, our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

### **Section 15 – Contact information**

Questions about the Terms of Service should be sent to us at [duffielddrivingschool@hotmail.com](mailto:duffielddrivingschool@hotmail.com)

If you have any complaints that need to be raised, please contact your driving instructor in the first instance if this is possible, for further advice please contact [duffielddrivingschool@hotmail.com](mailto:duffielddrivingschool@hotmail.com)