



Terms and Conditions

Between the '**Instructor**', Markus Warwick (the Franchisee for Bill Plant Driving School Limited) trading as Purely-EV Limited, and the '**Pupil**'.

The pupil should be aware that all Bill Plant Driving School Instructors are franchisees of the company and are self-employed. Bill Plant Driving School Limited takes no responsibility for any payments made directly to the instructor, as these monies are not paid to Bill Plant Driving School Limited.

For the Terms & Conditions for lesson payments made directly to Bill Plant Driving School Ltd, or over the phone on 0330 155 2254, please refer to [Terms & Conditions](#).

The terms and conditions here are those of the Instructor (Franchisee) and not Bill Plant Driving School Limited.

1. Instructor Responsibilities

- 1.1. The instructor will ensure their car is roadworthy, insured for driving tuition, and fitted with dual controls.
- 1.2. The instructor holds the appropriate driving instructor qualifications and provides proof of their credentials upon request, a DVSA PDI Licence - A Trainee Driving Instructor Licence will be displayed in the vehicle. PDI Licence holders are qualified to conduct driving lessons for reward, having undertaken and passed two DVSA tests and with at least 40 hours of driving instructor training from an ADI (Approved Driving Instructor) from Bill Plant Driving School Limited.
- 1.3. The instructor will endeavour to teach the pupil the current driving skills according to the recommended syllabus issued by the DVSA.
- 1.4. The instructor will conduct lessons in a professional, courteous and safe manner. The instructor's mobile will be switched off for the duration of the lesson for safety.
- 1.5. The instructor will make reasonable efforts to provide lessons at agreed times and inform the pupil of any cancellations or changes promptly.
- 1.6. Lessons will start and end at pre-agreed times and locations only.

2. Pupil Responsibilities

- 2.1. Providing a DVLA licence check code. The instructor will ask you to provide a Driving Licence check code, this must be provided as soon as possible and at least 72 hours before the first lesson.

[Obtain check code here](#)

- 2.2. **The pupil must hold a valid provisional driving license and the original must be presented to the instructor at the start of the first lesson.** Photocopies or digital images of the licence are not acceptable. If the original licence is not provided, the lesson will be cancelled at the pupil's expense and no refund or credit will be issued.
- 2.3. **You must inform your instructor immediately if you receive any endorsements on your Driving Licence during the period you are receiving tuition.**
- 2.4. The pupil must disclose any medical conditions, disabilities, or medication that may affect their ability to drive safely to the DVLA. **You must notify the DVLA in advance of undertaking any driving lessons.** You may check if your condition needs to be reported at www.gov.uk or call them on 0300 790 6806, if you are unsure.

- 2.5. You must be able to pass the DVSA Driving Eyesight check before driving the tuition vehicle. This is the ability to read a number plate at 20 metres. The instructor strongly suggests you do this well before your first lesson as the cancellation terms in Section 4 still apply. So you must notify the instructor no less than 48 hours before the lesson if you believe your eyesight does not meet the Driving Eyesight requirements and postpone the lesson.
- 2.6. The instructor will also undertake the test independently on commencing your first lesson and if you do not pass the lesson will be cancelled and you will not be refunded. **If your licence contains the code 01 you must legally wear glasses or contact lenses whilst driving.** If you wear contact lenses it is strongly recommended that you have your glasses with you as a backup.

3. Conduct During Lesson

- 3.1. You must attend lessons punctually and notify the instructor of any need to cancel or reschedule, in accordance with the cancellation policy.
- 3.2. You agree to behave responsibly and respectfully during lessons.
- 3.3. You are responsible for ensuring you are legally permitted to take driving lessons.
- 3.4. You must comply with all instructions the instructor gives during lessons.
- 3.5. The instructor reserves the right to terminate a lesson immediately if the pupil engages in unsafe, abusive, or inappropriate behaviour. In such cases, no refund will be issued.
- 3.6. You must not attend lessons under the influence of alcohol, drugs, medications or any substances that may impair your ability to drive.
- 3.7. Mobile phones and other distractions are prohibited during lessons and must be switched off.
- 3.8. Smartwatches must have audible alerts switched off.

4. Payments, Cancellation Policy and Price Changes

- 4.1. Payment for each lesson is recommended as soon as a date has been agreed for the next lesson but must be made no less than 48 hours before the start of the lesson.
- 4.2. If payment is not received within 48 hours of the start of the lesson the instructor will deem the lesson cancelled. The fee is non-refundable and will not be credited or carried forward as a credit for the next lesson.
- 4.3. Repeated cancellations that are less than the notice period of 48 hours may, solely at the instructor's discretion, lead to your future lessons being cancelled permanently.
- 4.4. If you are ill or unable to attend the lesson for any other reason you must notify the instructor no less than 48 hours before the start of the lesson. Under these circumstances (giving a minimum of 48 hours' notice) your advanced payment will be credited to your next lesson.
- 4.5. Should you need to cancel with less than 48 hours' notice the instructor will make his best efforts to fill your lesson slot. Under these circumstances, if the instructor can fill the lesson slot with another pupil you would not be charged. However, if the instructor cannot find a replacement pupil for the lesson slot at such short notice, the terms of Section 4 would still apply. Any refunds made to the pupil will be processed within 48 hours.
- 4.6. Bill Plant Driving School Limited and its instructors reserve the right to change the hourly lesson rate at any time for new bookings. They will ensure they provide reasonable notice to the pupil. The existing block booking price will be honoured if payment has been received before the price increase notification. However, all future individual or block bookings will be at the new price.
- 4.7. All payments made directly to the instructor must be paid electronically via the **Total Drive App**. Cash or cheques are not accepted. The following are accepted: Debit and Credit Cards, Apple Pay and Google Pay. All payments are made securely using 3D Secure (3DS) authentication.
- 4.8. Lessons are charged at the rate agreed with your instructor. Lessons typically have a duration of **two hours**.
- 4.9. **Driving Tests may only be arranged with the prior agreement of both the instructor and the pupil. There are no exceptions.**

5. The Practical Driving Test

- 5.1. **Payment for sitting a practical driving test is paid directly to the DVSA by the pupil.** However, this does not include the use of the tuition vehicle.
- 5.2. The instructor will advise the pupil on their readiness for the driving test, but passing the test cannot be guaranteed.
- 5.3. The use of the instructor's vehicle for the driving test will be at the discretion of the instructor, subject to the pupil demonstrating adequate driving competency.
- 5.4. A pre-test lesson and use of the instructor's vehicle for the test typically lasts 2.5 hours. Additional fees will apply.
- 5.5. However, if the pupil has **100% attendance** for all booked lessons during the tuition period, the test day lesson and the use of the vehicle for the practical driving test will be provided free of charge.

6. Instructor cancellations and circumstances outside their control

- 6.1. The instructor will provide as much notice as possible if a lesson must be cancelled due to illness, vehicle breakdown, or other unforeseen circumstances.
- 6.2. Any pre-paid fees for instructor-cancelled lessons will be carried forward as a credit.
- 6.3. The lesson duration is pre-agreed between the instructor and pupil and is typically two hours.
- 6.4. If for any reason, outside the instructor's control, it is not possible to deliver the full lesson duration, any remaining time will be added to a later driving lesson.
- 6.5. It is the responsibility of the pupil to ensure that this is noted on the appointment card.

7. Legal Liability

- 7.1. The pupil should be aware that the instructor's primary objective is to promote road safety and the instructor will make every effort to instruct the pupil to the highest standard. In doing so, he may need to physically take control of the vehicle if there is an imminent danger.

8. Termination of the Agreement

- 8.1. Either party may terminate this agreement by giving written notice of **at least 5 days**.
- 8.2. Any outstanding fees or unused prepaid lessons will be refunded or settled upon termination, subject to the cancellation policy.

9. Dispute Resolution

- 9.1. Any disputes should initially be resolved through open communication between the instructor and the pupil.
- 9.2. If the matter cannot be resolved, the pupil or instructor may escalate the dispute to Bill Plant Driving School Limited.

10. Personal Data

- 10.1. Personal data, and/or information about you, that you provide to Bill Plant Driving School Limited and/or your instructor may be used in accordance with their Privacy Policy, this is available at billplant.co.uk/privacy-policy
- 10.2. If the pupil agrees, the instructor may take photographs/videos of the pupil after their Driving Test and request a positive Customer Review. The pupil will receive the review request via SMS or email sent by either the instructor, Bill Plant Driving School Limited or a Third-Party Review company such as Trustpilot. In the case of a minor, i.e. a pupil under 18 years old, permission will be sought from the parent or guardian in the first instance.
- 10.3. Information held by the instructor is fully compliant with the ICO legislation <https://ico.org.uk/about-the-ico/who-we-are/> (Registration Ref: C1626100) and is held digitally to industry standard encryption and will never be shared without your expressed written permission or in the case of a pupil under 18 years old, their parent or legal guardian's permission.
- 10.4. Nothing in these Terms and Conditions will affect any statutory rights you may have as a consumer.
- 10.5. Bill Plant Driving School Limited and the Instructor (Markus Warwick) reserve the right to change and amend these Terms and Conditions at any time without prior notice. The Instructor (Franchisee) will notify you via email when changes relate to his own terms and conditions.

11. Acceptance of Terms

- 11.1. By commencing driving lessons, the pupil confirms that they have read, understood, and agreed to these Terms and Conditions.

Markus Warwick trading as **Purely-EV Ltd**, Registered in England and Wales,
Company No. 14037063, 86-90 Paul Street, London, EC2A 4NE.