

**Sj driving**

**TERMS AND CONDITIONS OF BUSINESS**

**1) Lesson Appointment Card**

a) A lesson appointment card will be issued either before, or on the first lesson. Clients

are advised to carry the card so that at the end of a lesson the next appointment/s

can be entered.

**2) Driving Licence**

a) Clients MUST personally ensure that they are the holders of a valid, signed, current

driving licence - which must be produced at the first lesson, and will be regularly

checked by their driving instructor.

b) Clients MUST inform their driving instructor if they receive any endorsements on their

licence during the time they are receiving tuition.

c) Clients MUST inform their driving instructor of any disabilities they have that might

affect their ability to drive.

**3) Driving Tuition**

Lessons normally start from the client’s home, college or a place agreed by mutual

arrangement

a) In their own interest clients are advised to be punctual for appointments. The

instructor will wait for up to 15 minutes. A reciprocal waiting time may become

necessary for the arrival of the instructor who may be delayed due to some

unforeseen circumstance. The lesson will commence from the appointed time or the

time of the instructor’s arrival if that should be later.

b) The instructor reserves the right to withhold the use of the training vehicle for a

lesson, if in the opinion of the instructor the client is:

a. Medically unfit (including eyesight).

b. Under the influence of drugs or alcohol.

c. Is not properly licensed to drive.

d. Consistently fails to keep, or is late for appointments.

e. Falls into arrears over payment.

f. If, for any other reason, the instructor considers the client will be unsafe to

handle a motor vehicle.

**4) Client Wellbeing**

a) In the interest of comfort and safety, clients are advised to wear suitable footwear

and comfortable clothing which does not restrict movement, please ask your

instructor for any advice you may require.

**5) Tuition Fees**

a) Tuition fees are as stated and are payable either in advance or on the day of the lesson. Payment can also be made by bank transfer. Your instructor will give the sort code and bank account number upon request.

b) Block booking payments are valid for three calendar months from the date of

payment.

c) Promotional payment validity will be advertised within the promotion details.

**6) Postponement of a Lesson by the Driving Instructor**

a) If, due to a vehicle failure or other emergency a lesson must be postponed at short

notice, an alternative appointment will be made with mutual consent. If the

postponement is a driving test, the instructor will be responsible for the test fee if it

cannot be cancelled within the required time, regardless of the client’s continuation of

lessons with the instructor.

b) Driving tests take priority over lessons; therefore, pre-booked lessons may have to

be cancelled or postponed if the instructor receives short notice of a driving test

appointment.

c) Except as provided for in a) above, the instructor will give notice of rearrangement or

postponement of a lesson within the same time limit as the instructor imposes upon a

client postponing or cancelling a lesson.

**7) Postponement or Cancellation of Lessons by Clients**

a) At least 24 hours’ notice of postponement or cancellation of a lesson is required.

Please note that Sundays and public holidays are not counted as working days. Late

cancellations may be charged for at the published rate.

b) Notice to the instructor (in writing, or by telephone) shall be deemed to have been

served on the day that the communication is received at the instructor’s premises,

where it will be timed and recorded.

**8) Postponement or Cancellation of a Test**

a) THE INSTRUCTOR CANNOT BE HELD RESPONSIBLE FOR ANY

POSTPONEMENT OR CANCELLATION OF A TEST BY THE TESTING

AUTHORITY - AT WHATEVER NOTICE.

b) Clients should note that where lessons or tuition vehicle hire are cancelled at short

notice, because of a cancellation by the testing authority, fees are still payable. It

may be possible for clients to claim lost fees from the testing authority.

**9) Instructor Guarantee**

a) The instructor guarantees that only legally authorised instructors will give tuition.

b) Instructors’ official authorising documents will be displayed on the windscreen of the

car, and may be inspected freely at any time.

**10) The Driving Test**

a) Your instructor will advise the appropriate time to make an application for both the

theory and practical driving tests. The advice will be based on the client’s progress to

date. It does NOT imply that the necessary standard has been reached, or that it will

for certain be reached by the appointed test date, the instructor will not hesitate to

advise, where necessary, the postponement of the test. This condition is intended to

save the client expense, unnecessary failure, and the consequent delay in waiting for

another test and obtaining a full licence.

b) The instructor reserves the right to withhold the use of the tuition vehicle for test

purposes.

**11) Insurance**

a) School cars are fully insured for tuition and driving tests.

b) No liability of any kind can be accepted by the instructor for the loss of, or damage to

any property belonging to, or in the possession of the client.

**12) Legal Liability**

a) Clients should be aware that their instructor’s primary objective is to promote road

safety, and in doing so, will have to issue instructions which clients must be prepared

to carry out without undue argument.

b) The instructor will make every effort to train you to the highest standard, but can in no

way be held liable for any errors you commit whilst driving and not accompanied by

your instructor either before or after a test pass.

c) During an official driving test the client is in charge of the vehicle and is liable for any

fines or charges levied as a result of any motoring offence committed.

**13) Complaints**

a) If you are unhappy with any aspect of your tuition you should notify the instructor

without delay, and not later than seven days from the date on which the cause of the

complaint arose. Every effort will be made by the instructor to satisfactorily deal with

the complaint, these “Terms of Business” and the “Code of Practice for Approved

Driving Instructors” forming the basis for negotiations.

Signed

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For and on behalf of SJ Driving

Signed

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Pupil/Client (on behalf of a pupil under 18 years of age)

Date.........................................................