**Alan’s Driving School**

**Terms and Conditions**

**https://www.alansdrivingschool.ca**

**In using the services offered you are deemed to have read and agreed to the following Terms and Conditions set out herein:**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: “Clients”, “You” and “Your”, refers to you the person accessing the services and accepting the Company’s terms and Conditions. “Alan’s Driving School”, “The Company”, “Ourselves”, “I” and “Us”, refers to our Company. “Party”, Parties”, or “Us”, refers to both the client and we, or either the client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the client’s needs in respect of a provision of the Company’s stated services/products, in accordance with and subject to, prevailing Law.

**Privacy Statement**

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual clients. We constantly review our systems and data to ensure the best possible service to our clients. Federal Government has created specific offences for the unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

**Confidentiality**

We are registered under the Data Protection Act and as such, any information concerning the client will not be passed to any third party unless legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our service. Where appropriate, we shall issue Client’s with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

**We will not sell, share or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any electronic mail or message sent by this company will only be in connection with the provision of agreed services.**

**Disclaimer. (Web Site Only)**

**Exclusions and Limitations**

The information on the company’s web site is provided on a “as is” basis. To the fullest extent permitted by law, this company:

* excludes all representations and warranties relating to this web site and its contents or which is or maybe provided by affiliates or another third party, including in relation to any inaccuracies or omissions in this website and/or the company’s literature; and
* excludes all liability for damage arising out of or in connection with your use of this website. This includes without limitation, direct loss of business or profit (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this company of the such potential loss) damage caused to your computer, software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This company does not however exclude liability for death or personal injury cause by negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as consumer are affected.

**Payment**

Payment can be made by cash, cheque, bankers draft, credit card, debit card, e-transfer and PayPal are all accepted methods of payment.

Our terms are payment in advance of the service to be provided.

Returned cheques unpaid will attract a penalty to the client of $50 to cover banking fees and admin costs. If a second cheque is returned, then cash only will be accepted. We do reserve the right to terminate this agreement for nonpayment of services.

If amounts are outstanding past 30 days, legal action may be taken to recover funds.

**Cancellation Policy**

A minimum of 24 hours’ notice is required to cancel an appointment made between us. Notification for instance, in person, via e-mail, phone or text message’ and/or any other means will be accepted subject to confirmation in writing. We reserve the right to levy a charge of 50% to cover the loss of the appointment at short notice and administration fee. The cancellation policy applies to all classes of license and training.

**Termination of Agreements and Refund Policy**

Both the Client and the Company have the right to terminate any service agreement for any reason, including the ending of services already underway. No refund will be offered, where a service is deemed to have begun and is, for all intent and purposes, underway. Any monies that have been paid to us which constitutes payment in respect of the provision of unused services, shall be refunded, except class 1 (MELT). Where 50% will be refunded ONLY.

**Availability. (website only)**

Unless otherwise stated, the services featured are only available within Manitoba. All advertising is intended solely for the Manitoba market. Copying any part of the website or its content is prohibited, including such by framing or other similar or any other means, without the express written authority from the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service, you thereby indemnify this Company, its employees, agents any loss or damage, in whatever manner howsoever caused.

**Links to This Website (website only)**

No person may create links to any page of this website without our prior written consent. If you do create a link to a page of this website, you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

**Links from this website (website only)**

We do not monitor or review the content of other parties’ websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy statements of these site. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from the disclosure to third parties of personal information

**Copyright notice (website only)**

Copyright and other relevant intellectual property rights exist on all text relating to the Company’s services and the full content of the website.

Company logo is a registered trademark of this Company in Canada and other countries. The brand names and specific services of this Company featured on the website are trademarked.

**Communication**

There are numerous ways to contact the Company directly with queries and bookings. These can be found on our contact page on the website. However mail can sent to the registered office at: 123, Duke Avenue, Portage La Prairie, R1N 0S5, MB.

**Waiver**

Failure by either party to insist upon strict performance of any provision of this or ant agreement or the failure of either part to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any agreement. No waiver of any of the provisions of this or any agreement shall be effective unless it is expressly stated to be such and signed by both parties. Any damage to Company property or vehicles of any class shall be charged the deductible amount for that vehicle. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (customer to initial )

**General**

The laws in Manitoba govern these term and conditions. By accessing this website, you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable provision will be served from these terms and remain the terms will continue to apply. Failure of the company to enforce any of the provisions set out on these Terms and Conditions and any agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Term and Conditions or of any other agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except if writing and signed by duly authorized representatives of the Company.

**Notice of Changes**

The Company reserves the right to change or alter these Terms and Conditions from time to time as it sees foot and your continued use of the our website will signify your acceptance of any adjustment to these Terms. If there are changes to the privacy policy, we will announce that these changes have been made, on our home page. If there are any changes in how we use your personal information, notification by e-mail or postal mail will be made to those affected.

**These Terms and Conditions form part of the agreement between the Client and ourselves. Your accessing of the website and or undertaking of a booking or agreement indicates your understanding, agreement to and acceptance, of disclaimer notice and the full Terms and Conditions contained herein. Your statutory consumer rights are unaffected.**

**Customer sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**For Alan’s Driving School:**

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