



DS Driving School Terms & Conditions

1. Interpretation and application

1.1. In these terms and conditions (the “Conditions”) “We”, “Us” or “Our” means DS Driving School trading as DS Driving School and Ds-drivingschool.co.uk

1.2. The address of DS Driving School is 91 Broom Close Rotherham S63 8BU

1.3. “You” or “Your” means you the customer.

1.4. You must read these Conditions in full as they set out the complete terms upon which we have agreed to provide and you have agreed to obtain driving lesson tuition from us.

1.5. We and Your Driving Instructor reserve the right to charge for any lessons affected by your failure to comply with any of these Conditions.

2. Driving Lesson Tuition with DS Driving School

2.1. DS Driving School offer driving lesson tuition with an Nationwide Driving Instructor (“Your Driving Instructor”).

3. Your Driving Instructor

3.1. Your Driving Instructor is one of our self-employed franchisees whose relationship with us is governed by a franchise agreement. No contractual liability shall arise or subsist between you and us. We will endeavour to assist you with your requirements. All Our Driving Instructors are licenced to carry on business as driving instructors and have obtained such licences from The Driver and Vehicle Standards Agency, which is an executive agency of the Department for Transport.

4. Lesson Tuition

4.1. Lesson Tuition is only available to persons who meet the following criteria:

4.1.1. Aged 17 or over (or aged 16 if in receipt of the higher rate element of the disability living allowance) or 14 plus for our under 17 driving lessons

4.1.2. Who hold a valid UK provisional driving licence (“Licence”) and

4.1.3. Who are legally entitled to drive in the UK?

4.2 Your responsibilities.

4.2.1. It is your responsibility to ensure that you have the appropriate Licence and the Licence must be presented to Your Driving Instructor prior to the commencement of your tuition. Driving Licence and eyesight As required by law, you must hold a current, valid driving licence (provisional or full), which must be produced on or in

advance of your first driving lesson. You must also check you can read a number plate at a distance of 20.5 metres (i.e. 67 feet – about 5 car lengths) with prescribed visual aids (i.e. contact lenses or glasses) if normally worn. Please note if you need contact lenses or glasses to achieve this, you must make sure you wear them on each and every lesson

4.2.2. Your Instructor reserves the right to refuse to provide you with lesson tuition or to cancel any lessons you have agreed to or booked, without liability, if you fail to provide him/her with the Licence prior to your first lesson.

4.2.3. Your lesson tuition is governed by a contract between you and Your Instructor. Accordingly, you and Your Instructor are responsible for arranging the date, time, pick-up location and duration of your lessons.

4.2.4. You will treat Your Instructor with respect and follow Your Instructor's reasonable instructions, particularly with regard to matters affecting your health and safety or the health and safety of others.

4.2.5 You will inform your instructor if there are any reasons why you may not be safe or legal to drive. For example, this may be due to medication, or alcohol consumption. If you are unsure, please consult your instructor or if you would prefer your Doctor.

4.2.6 Please note each DS Driving School is independently owned and operated thus the contract for service is between you and me. However, my continued ownership and membership of the DS Driving School franchise is dependent upon me maintaining the highest standards of service and behaviour. DS Driving School Ltd is a separate entity which has been authorised to act as a booking agent and a quality controller for the members of the DS Driving School franchise network. Any breach of the following terms and conditions by me will potentially put me in default of my contract for service with you and my franchise agreement with DS Driving School Ltd .

4.2.7 The Driving Test Bookings Driving tests can be booked by you, me or DS Driving School Ltd on your behalf. Driving test bookings always take priority over other lessons. Therefore, your lesson may be postponed to allow for someone else's driving test and vice-versa. Changes to lesson bookings as a result of this will be notified immediately. Test appointments must be notified to me as soon as they are known to you, otherwise I cannot guarantee to provide a vehicle for the test or any lessons just prior to it. b) Use of the vehicle In the interests of customer and public safety I reserve the right to withhold the use of the training car for the test if, in my opinion, your driving is actually or potentially dangerous – behaviour which if repeated on the test would result in a test failure.

4.3 Your Driving Instructor's responsibility.

4.3.1. Provide you with lesson tuition at the hourly rate communicated to you from time to time;

4.3.2. Recommend what are, in their opinion, the most appropriate training methods and aids to help you study for your theory and hazard perception test;

- 4.3.3. Design a course of lessons to match your specific driving and learning needs from your first lesson right through to your practical test;
- 4.3.4. Provide you with lessons which will last one hour or such other duration as you and Your Instructor will agree in advance;
- 4.3.5. Provide a presentable, modern, properly maintained and dual controlled nationwidedrivingschool.co.uk branded car for each lesson;
- 4.3.6. Recommend, where appropriate, advanced courses to help you develop your skills for; motorway driving, driving in extreme weather conditions and Pass Plus;
- 4.3.8. Monitor Your progress, advise and recommend what is, in their opinion, the appropriate time to book Your mock practical test and once it has been agreed between you both, apply for Your practical driving test and where required, they will advise whether it should be subsequently rescheduled;
- 4.3.9. Provide training on a one-to-one basis with no other learner in the car;
- 4.3.10. Honour the full time booked for each lesson, which should include an introduction, practical training and a debrief at the end of your lesson.
- 4.3.11. At all times conduct themselves in a professional manner including;
- I. being courteous and considerate to you
 - ii. Avoiding physical contact except in an emergency
 - iii. Not smoking during your lessons
- IV. Restricting mobile phone use to emergencies or for your benefit;
- 4.3.12. Reserve the right to cancel a lesson or finish a lesson early on grounds of road safety
- 4.3.13. Not discriminate against you and will always abide by the law;
- 4.3.14. Endeavour to be on time at the agreed pick-up point and be available for the full duration of the lesson booking, subject to any circumstances beyond their control;
- 4.3.15. Endeavour to give you as much notice (excluding Bank Holidays) as possible should a lesson need to be rescheduled;
- 4.3.16. Respond professionally to any worries or issues that you may have and try to resolve them to your satisfaction. If requested, they will give you the name of the Area Director to whom you can refer the matter.
- 4.3.17. If your Driving Instructor is for whatever reason unable to comply with their obligations to You, both We and Your Driving Instructor reserve the right to arrange for an alternative Nationwide Driving Instructor to provide You with some or all of Your driving tuition. We Will use our best endeavours to notify you or the alternative instructor who will provide you with your lesson tuition. If We or Your Instructor are unable to arrange for an alternative Instructor to provide Your lesson tuition, or in the event of a mechanical breakdown of the vehicle in which You have been learning to drive, or for any other reason, the Instructor reserves the right to rearrange Your lessons for a time convenient to both You and the Instructor.

5. **Lesson Cancellation – Rearranging Of Lessons Policy**

5.1. Three clear working days (Sundays and public holidays don't count as working days) notice of test cancellation or postponement is required by the DVSA. Therefore, to cancel a test booked for a Friday you need to do this online no later than the preceding Monday thus giving three clear working days (i.e. Tuesday, Wednesday and Thursday). Failure to provide the required notice will result in the loss of your test fee. I cannot be held responsible for any postponement or cancellation of tests by you or the DVSA. However, I will help to arrange another test as quickly as possible and to reclaim expenses from the DVSA if appropriate.

5.2. Where you have pre-paid for any lesson but fail to attend or provide the Minimum Notice to cancel or rearrange the lesson, it will be counted as a lesson taken for the purposes of the lesson cancellation policy and you will be liable for the lesson fee. 48 hours prior notice will be required to cancel the driving lesson appointment.

5.3. You will not be able to sell or transfer any driving lessons which you have pre-paid for to any third party, without obtaining our prior written consent.

6. **Insurance**

6.1. Your Instructor will carry the appropriate motor insurance and be able to provide such documentation, should you be involved in an accident, whilst under the supervision of Your Instructor.

7. **Price Changes**

7.1. We reserve the right to change the price of all our learner driver products including all Lessons, at any time.

8. **Non-Block Booked Tuition**

8.1. The price of lessons that have not been pre-paid may be changed at any time. You will receive prior notice of any price increases.

9. **Block Booked Tuition**

9.1. The cost of Block Booked tuition is based on the lesson price in force at the time that the booking is made and will be honoured for a period of 9 months from the date of the booking. We reserve the right to increase the price of any unused tuition time.

10. **Special Offers**

10.1. We also reserve the right to introduce (and to withdraw) offers from time to time in respect of both Our driving tuition together with any other products that We may decide.

10.2. Such offers will not affect the price of Block Bookings unless it is expressly stated within the offer.

10.3. These terms and conditions shall apply to the special offers, in each of the particular 'terms of the offer', which shall be published on the Website <https://ds-drivingschool.co.uk>

11. Payment

11.1. You must pay for your product(s), good(s) or lesson(s) in advance using the following methods:

11.1.1. Payment via cash to your instructor at the start of each lesson

11.1.2. Payment via bank transfer to your driving instructor at least 1 week before your agreed lesson date and time.

11.1.3. Payment via cash made directly to Your Instructor.

12. Acknowledgement

12.1. Where You make any payments directly to Your Instructor or any of Our Instructors and the Instructor fails to pass on such payments to Us, neither We nor the Agent will be liable for any shortfalls in such payments or any missing payments or any other failure on the part of the Instructors to forward such payments on to the Agents or Us and You acknowledge that You will at all times be liable for any payments that remain outstanding to Us.

12.2. Further, You acknowledge that it is your responsibility to ask for and to obtain appropriate receipts or other proofs, in relation to all payments you make to Your Instructor or any of Our Instructors. Where we are able to, we will endeavour to assist with any discrepancies in payments you have made without ever accepting liability for the same. Subject to you having sufficient funds.

12.3. We do not accept responsibility or liability for any payments however made, being lost, delayed, misappropriated, rejected, tampered with, and being short of the required amount or any overpayment on your part. It is your responsibility to ensure that you have sufficient funds to make all payments to us and to ensure that you have paid us the correct amount.

13. Refund Policy

13.1. Lesson Tuition

13.1.1. You are entitled to cancel Your lesson tuition up to 7 days following the date of commitment ("Booking Date") or otherwise in accordance with the Distance Selling Regulations 2000 (the "Regulations"). If You have not taken any lesson(s) within the first 7 days of the Booking Date You will be entitled to a full refund of any amounts paid, subject to deduction of the Refund Charge (clause 13.1.4)

13.1.2. If you have taken lesson(s) within the first 7 days, and You wish to cancel you will not be eligible for a refund on any lessons taken.

13.1.3. No refund is payable where a period of 12 months has lapsed since your last lesson.

13.1.4. Where it is possible to do so, and we agree to refund you any amounts, we will do so using the same method you used when you made the payment. If for any reason we are unable to refund you using the same method with which you paid, we reserve the right to refund you by any other method we deem appropriate.

13.1.5. We may request additional information from you to confirm your identity in order to comply with the Money Laundering Regulations 2007; we will also use this information to ensure adherence to Our Merchant Operating Instructions for card collection facilities.

13.1.6. Refunds may take up to 28 working days to reach you or your account.

13.2. Learner Driver Products

13.2.1. If any of the goods you receive are damaged or faulty on receipt, you must inform us within 48 hours of receipt and where it is possible; we will provide you with replacements of any goods which are faulty or damaged. If we are unable to replace such goods, we will notify you and you may be entitled to a refund.

13.2.2. You will not be eligible for any refund or replacement of the goods if:

- a. Any goods that You return to us are in Our opinion used, damaged or not within their original packaging; or
- b. You decide You no longer want the goods and do not return them within 10 days of Your purchase; or
- c. You fail to inform Us of any faulty or damaged goods within 48 hours of receiving them.
- d. Postage and Packaging (P&P) is non-refundable in all cases.

14. Limitation of Liability

14.1. Neither the Agent nor We have, or shall have any liability to You in relation to any injury, loss or damage arising from the use of the tuition vehicle or from the facts or omissions of Your Instructor or any other one of Our Instructors.

14.2. We will not in any event be liable for any losses relating to any business interests that You may have including but not limited to loss of profits, business, loss of opportunity or any business interruptions or delays that You may incur. This does not apply to any claim you may have for personal injury or death and nothing in these Conditions will affect your statutory rights.

14.3. We do not guarantee to provide or procure the provision of any of the services referred to in these Conditions if We are prevented from doing so in circumstances beyond Our reasonable control, including without limitations, the activities of civil government authorities, third party industrial disputes, internal industrial disputes where We have taken reasonable steps to prevent the effects of such action on any of the services set out in these Conditions but have been unable to do so; acts of God, or severe weather conditions We reserve the right to make reasonable changes to the services referred to in these Conditions and to these Conditions for any reason We deem necessary.

14.4. Where we do make any such changes, we will give you reasonable notice of the changes. If as a direct result of such changes the services we provide to you are substantially varied to your detriment, and where we are satisfied of the same, you may cancel your agreement with us by giving not less than 30 days' notice in writing to our address below.

14.5. Any refunds that you may be entitled to will be dealt with in accordance with Our Refund Policy set out above. If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, void ability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of these Conditions shall continue in full force and effect.

14.6. Informing You about Products and Services. If you decide you do not wish to receive such information, please inform us, but be aware that this will prevent you from receiving our special offers and/or promotions.

15. Data Protection

15.1. For the purposes of the Data Protection Act 1998, the data controller in relation to the information you supply is DS Driving School, (Company No: 11917040)

15.2. We may use the information you provide for administration, marketing, customer services and profiling your purchasing preferences. We may also disclose your information to our service providers and agents for these purposes. If you do not want us to contact any third parties with this information, you must notify us of your objection within 24 hours of accepting these Conditions. When you give us information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

15.3. You have the right to ask for a copy of your information (for which we will charge a reasonable fee to cover our administration costs) and to correct any inaccuracies contained therein.

16. Complaints Procedure

16.1 Please send us an email at admin@ds-drivingschool.co.uk for any sort of complaint. Our customer care team will resolve it asap.

16.4. We may record telephone calls for staff training and evidential purposes.