



LDC Driving School

Terms and Conditions of Service

Introduction

The following terms and conditions represent the basis upon which I (the owner of the local LDC driving school franchise) offer driving lessons and courses to you (the student).

Please note each LDC 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 LDC driving school franchise is dependent upon me maintaining the highest standards of service and behaviour.

The Learner Driving Centre (LDC) is a separate entity which has been authorised to act as a booking agent and a quality controller for the members of the LDC 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 LDC.

1. General conduct

I will be courteous, polite, tidy and punctual. I will behave in a professional and ethical manner at all times. My training car will be well maintained, clean and tidy (weather permitting). My car is fitted with dual-controls and is fully insured for driving tuition purposes. I will not smoke in the training car at anytime, nor will I use your lesson time for any other form of business, personal or otherwise without your expressed permission.

2. Qualifications

I am legally authorised to give driving tuition in the UK by the Driver and Vehicle Standards Agency (DVSA). I am also proficient in the use of LDC's unique LD System of driving tuition.

3. Course materials

When you purchase a One Week Pass, Semi-intensive, Midway Pass or Test Booster course directly through the LDC national booking office the Driving Skills Workbook and Driving Skills DVD Videos will be posted to you from the centre and are for you to keep. Alternatively, if you purchase a course directly through me I will supply them.

4. 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 driving lesson.

5. Safety, comfort and well being

Safety is a shared responsibility as identified below:

- In the interests of comfort and safety you are advised to wear suitable footwear and clothing.
- It is important you act responsibly at all times and give your undivided attention to the driving task at hand. Should anything be distracting you during your lesson it is important you make me aware of this fact even if it is something I am doing. Similarly if you are feeling uncomfortable or uneasy about any driving task please let me know. I will be grateful for your feedback and I will think no less of you for doing this.
- In an emergency situation it is important you follow my instructions and allow me to take control of the steering wheel if necessary to avoid an incident. I may also need to make use of the dual controls (i.e. brake and or clutch pedals) and thus override your use of them. As soon as it is safe to do so I will advise you of why my actions were necessary and help you to calm down if required. Any subsequent discussion will focus on what can be learnt rather than who was to blame.

d) I will do my best to deliver any instructions or take any actions (even in an emergency) in a calm and measured manner so as not to alarm you or make you feel uncomfortable or disheartened in any way. I will definitely not shout at you or make any sarcastic or derogatory remarks.

e) You can be assured I will not use improper language or suggestive behaviour and/or physical contact.

f) You must take note of any medication you are taking which may affect your ability to drive safely and advise me accordingly before taking any lesson booked. Similarly, you should inform me of anything you feel might impact on your ability to undertake the proposed lesson safely.

g) In the event it becomes apparent you are unable to concentrate due to illness, tiredness, or your emotional state of mind I reserve the right to terminate the lesson early or require your agreement to choose an alternative learning activity which can still be undertaken safely.

6. Driving under the influence

To ensure the safety of you and other road users I reserve the right to cancel any lesson if you are or if I suspect you are under the influence of drugs, legal highs and/or alcohol (prescribed or otherwise). If this occurs the full training fee for the period in question will be lost or charged.

7. Lesson postponement

You may lose, or be required to pay for, any lessons booked in my diary which are postponed or cancelled by you, especially if I am unable to obtain new replacement work for those appointment time(s). However, I reserve the right to postpone lessons if I consider the weather or road conditions to be unsuitable or dangerous. Unfortunately, I cannot be held responsible for any costs incurred as a result of me having to postpone any lessons, for whatever reason.

8. Punctuality

In your own interests you are advised to be punctual for your lesson appointments. All such appointments should be recorded (and checked where possible with me) in your Driving Skills Workbook (Appointment Record section) to ensure mistakes are avoided.

I would normally wait for you for a maximum of 15 minutes before the lesson would be abandoned and the lesson fee forfeited or become due for payment. A reciprocal waiting time may become necessary if I am delayed due to unforeseen circumstances. I will make up any lesson time lost as a result of this at the end of the normal lesson time or as soon as possible. Any such shortfall should be recorded in your Driving Skills Workbook and initialled by me.

9. Payments

- a) You are required to make payment for the course or the driving lessons in advance of the training. To book a course, a 50% deposit or the full course fee (if the course start date is within 4 weeks of the booking date) is required.
- b) The deposit or any subsequent training fees paid are not refundable in the event you decide to cancel the training once the booking has been accepted by me and placed in my diary. At this point a binding agreement is made between yourself and me. This does not in any way affect your statutory rights to be provided with the goods and services you have bought (please see term 13).
- c) A full refund will be given if the LDC national booking office team or I can not satisfy any special requirements noted and as shown under "Special Requirements" on your booking/confirmation form.

10. Customer Care Payment Protection Scheme

When you pay money direct to the LDC national booking office it is held in a clients holding account (Clients Account). This money is being held on your behalf and mine. This money is not normally passed onto me until you sign a form instructing the LDC national booking office to do so in part or in full. At various points during the training, I will ask you to sign a form confirming you are satisfied with the training received or authorising payment to be made in advance. You should not sign this form unless you are totally satisfied with the training and want the LDC booking office to pass on sufficient money held in the Clients Account to cover the training time authorised. Similarly, you should not sign it to allocate payments in advance to me unless you wish to do so.

To ensure each LDC driving school instructor provides services to the same high standards they have all agreed the LDC can act as an arbitrator and withhold any money in the Clients Account in the event of a customer complaint. Only when this matter is resolved to the satisfaction of the LDC's Franchise Manager will payment be passed on or refunded as the case may be. In this way, the standards of the LDC driving school franchise can be maintained and you can be assured of getting what you paid for.

Please note if you book directly with me this scheme is not operated unless specifically requested and agreed by me and confirmed by the LDC.

11. The Driving Test

- a) Bookings
Driving tests can be booked by you, me or the LDC 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.
- c) Test cancellation
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.

12. Complaints

In the event of a complaint I would be extremely grateful if you would give me the opportunity to resolve the matter in the first instance. However, please do not let a problem linger. If you booked your course or lessons through the LDC you may contact the sales person who arranged your training in the first place for advice and help by ringing 01977 691851 or 01977 691850. If you booked directly with me you will need to put your complaint in writing to the LDC Franchise Manager, The Learner Driving Centre (LDC), LDC House, Stuart Road, Pontefract, West Yorkshire, WF8 4PQ or email quality@learnerdriving.com.

13. Your statutory rights

Nothing in these terms and conditions will reduce your statutory rights relating to faulty goods or services provided. I have a statutory obligation to provide you with goods and services fit for the purpose for which they were bought and as described. Similarly, any goods supplied by the LDC national booking office must equally be fit for the purpose for which they were bought and as described. If you have any doubts about your statutory rights please contact your local Trading Standards Department or Citizen's Advice Bureau.

Below you have my signature to acknowledge my acceptance of the above:

Instructor:

and I would be grateful if you would sign below to acknowledge your acceptance of the above:

Student:

Date on which the above was accepted by both parties:

Date: