



### DIA Standard Terms and Conditions

The School only provides Training on the terms of this Agreement, incorporating the attached terms and conditions. You (the Client) will only purchase the Training on the terms and conditions. The terms and conditions are important and should be studied carefully.

**Ensure you read all of this Agreement (which continues overleaf) before signing because these terms set out your legal obligations and liabilities.**

Cross through if not applicable

### Discount for minimum number of training sessions

The Client has agreed to book a Minimum Number Of ..... Training Sessions for which the Price has been applied reflecting a discount of £ ..... per Training Session.

### Important

If you are agreeing to book a Minimum Number Of Training Sessions at the outset you have additional obligations which are contained within clauses 6.2 and 6.3 of this agreement

Signed

(Client/Guarantor)

Type of Training

Instructor

.....  
I have read, understood and agree to be bound by this Agreement incorporating the attached terms and conditions.

Signed by the Client

Date

.....  
Signed by the Guarantor

Date

.....  
Signed on behalf of the School by the Instructor

Date

### To be completed

School name

Address

Telephone

Client name

Address

Telephone

If the Client is aged under 18, then his/her parent(s)/guardian must guarantee their obligations under this Agreement.

Guarantor name

Address

Price Per

(insert duration of each) Training Session.

Agreed Price For Driving Test: £



## 1 INTERPRETATION

1.1 In these Terms and Conditions the following words have the following meaning

Agreement	The Agreement between the School and the Client incorporating these Terms and Conditions;
Instructor	The instructor named within this Agreement, or such other properly qualified instructor as the School may provide;
Client	The person identified within this Agreement;
Training	Such driving lessons or any other-driver related training agreed by the parties and to be provided by the School to the Client for the duration set out in the Agreement and, the frequency of which shall be agreed between the parties;
Training Session	A singular unit of Training, the duration of which has been agreed between the parties, one or more of which is a constituent of the Training;
Minimum Number Of Training Sessions	A minimum number of Training Sessions which the Client has agreed to book in consideration for a discounted price per Training Session as inserted in the Agreement;
Price	The price per Training Session as stated within this Agreement, or as may be notified to the Client by the School from time to time;
Agreed Price For Driving Test	The price that the School will charge to the Client for the use of the School Vehicle for the duration of the practical driving test as set out in this Agreement;
School	The driving school identified within this Agreement; and
School Vehicle	The vehicle provided by the School in which the Client will take the Training Sessions (if a vehicle is required for the purposes of the Training Session).

1.2 The headings in these Terms and Conditions are inserted for convenience only and will not affect its construction or interpretation.

1.3 Words imparting the singular include the plural (and vice versa) and words imparting a gender will include all genders.

## 2 PROVISION OF THE TRAINING

- 2.1 The School will provide the Client with the Training, in consideration for the Price.
- 2.2 The time, date and pick-up point (if applicable) for each Training Session will be agreed in advance by the Client and the School.
- 2.3 Unless otherwise agreed in accordance with clause 9, if the Training requires the use of a vehicle, then it will be in the School Vehicle.
- 2.4 If the Training involves driving tuition, the School will only provide instructors who are approved and licensed by the Driving Standards Agency and who are fully qualified and have been specially trained to teach people to drive.
- 2.5 The Instructor is bound by a professional code of conduct and will be courteous, polite, tidy and subject to matters outside of his/her control punctual at all times.

## 3 THE CLIENT'S OBLIGATIONS IF THE TRAINING INVOLVES THE CLIENT DRIVING A MOTOR VEHICLE

- 3.1 The Client must hold a current, valid driving licence (provisional or full), which must be produced to the Instructor on or in advance of the first Training Session.
- 3.2 The Client must be able to read a number plate at a distance of 20.5 metres (67 feet) (with glasses or lenses if normally worn).
- 3.3 The Client must ensure that he is in a fit state to drive safely, and at no time during Training is he under the influence of alcohol or any other substance or any other substance or otherwise suffering a condition that may affect his ability to drive.
- 3.4 If at any time the Instructor, in his absolute discretion, considers that the Client is not in a fit state to drive safely, then the Instructor may refuse to proceed with the Training Session or stop the Training Session. No refund for that Training Session will be payable.

## 4 PROCEDURE AND THE CLIENT'S OBLIGATIONS FOR TAKING A DRIVING TEST

- 4.1 Unless otherwise agreed in writing between the Client and the Instructor, the Instructor will inform the Client when, in the instructor's opinion, the Client is ready to take his driving test. The Instructor will then book the practical driving test and the School will arrange for the School Vehicle to be available for the driving test in accordance with clause 7.1. If the driving test is not booked in accordance with this clause then the School Vehicle will not be provided for the Client's driving test.
- 4.2 If (in accordance with clause 4.1) the Instructor and Client have agreed in writing that the Client will book his own driving test, then the Client must give the Instructor notice of the practical driving test as soon as reasonably practicable so that the School can arrange for the use of the School Vehicle in accordance with clause 7.1. Failure to give adequate notice may result in the School Vehicle being unavailable for the practical driving test.

## 5 GUARANTOR

- 5.1 In consideration for the School providing the Training to the Client, the Guarantor agrees as principal debtor, to guarantee all obligations of the Client under the Agreement and these Terms and Conditions and to indemnify and keep the School indemnified against any default by the Client and all losses, costs claims or expenses incurred by the School as a result of a breach by the Client of the Agreement or the Terms and Conditions. The School need not pursue the Client before the Guarantor and, the Guarantor, as principal debtor, will be liable under the Agreement and these Terms and Conditions as though it were the Client.

## 6 TRAINING CANCELLATION OR POSTPONEMENT

- 6.1 Subject to clause 6.2, either party may cancel or postpone a Training Session upon providing at least 48 hours' notice. Failure to give such notice may result in the Client being charged the full Price. If the School/Instructor cancels a Training Session without giving 48 hours' notice or otherwise than in accordance with this Agreement and these Terms and Conditions, then provided it is not as a result of circumstances outside of the control of the School or under clause 6.4 or 6.5 the School may be liable to the Client for the Price.
- 6.2 If a Minimum Number Of Training Sessions comprising the Training has been agreed and inserted into this Agreement, and the Client has been given a discounted rate for each Training Session in consideration for agreeing to pay for a Minimum Number Of Training Sessions then the Client shall pay for the agreed number of Training Sessions in advance of the commencement of the Training Sessions. If the Client cancels the Training before the Minimum Number of Training Sessions have been completed then, subject to clause 10.4, the Client will be charged the discount rate as detailed in this Agreement which has been applied to each Training Session for each Training Session and in addition the Client will pay a £5 administration charge for each of the Training Sessions not completed up to the Minimum Number of Training Sessions set out in this Agreement. Such amounts will be deducted from the price paid in advance and the remainder shall be repaid to the Client. If the School/Instructor cancels the Training before the completion of the Minimum Number of Training Sessions otherwise than in accordance with these Terms and Conditions, then without prejudice to the Client's right to a refund for the Training Sessions cancelled, the School may also be liable to the Client for £5 compensation for each of the Training Sessions not completed up to the Minimum Number Of Training Sessions set out in this Agreement.
- 6.3 For the purpose of Clause 6.2, the School shall be entitled to treat the Client as cancelling Training Sessions if the Client: (a) postpones more than two Training Sessions sequentially; (b) fails to agree to take a further Training Session at a time within the School's usual hours of business within one calendar month of the last Training Session; or; (c) if the Training involves driving, the Client is in the Instructor's opinion unfit to drive safely on more than one occasion.
- 6.4 The Instructor may postpone the Training Session if he, in his absolute discretion, considers the weather or road conditions to be unsuitable or dangerous. The Instructor will endeavour to provide

the Client with as much notice as practicable. An alternative time and date for the Training will be suggested, and the School will have no further liability.

- 6.5 The Client accepts that Training and Training Sessions may occasionally need to be postponed to allow another Client to use the School Vehicle for their driving test. The Instructor will endeavour to provide the Client with as much notice as practicable. An alternative time and date for the Training will be suggested, and the School will have no further liability.

## 7 THE DRIVING TEST

- 7.1 The School will endeavour to provide the Client with the use of the School Vehicle for the driving test. Use of the School Vehicle for the driving test will be charged at the Agreed Price For Driving Test. Occasionally the School Vehicle will not be available for a driving test for reasons outside the control of the School, for which the School will have no liability. In such circumstances the School will endeavour, where practicable, to provide the Client with at least three working days notice of the unavailability of the School Vehicle. The School Vehicle will not be supplied for a driving test if it is already booked for another driving test at the time that the Client notifies the Instructor of the Client's driving test.
- 7.2 Without prejudice to clause 7.1, the School will in any event have no liability for failing to provide the Client with the School Vehicle for the driving test if the Client has not complied with clause 4.1 of these terms and conditions.
- 7.3 The School may withhold the School Vehicle if the Client's driving, in the opinion of the Instructor, is actually or potentially dangerous or is otherwise not to test standard.

## 8 THE SCHOOL VEHICLE

- 8.1 The School Vehicle will be fitted with dual controls and will be well maintained, clean and tidy at all times (subject to reasonable wear and tear).
- 8.2 The School will not be liable for any failure of the School Vehicle during a Training Session or the practical driving test unless it is a direct result of negligence on the part of the School or the Instructor. The Client and the Instructor will check the School Vehicle prior to the practical driving test.

## 9 THE CLIENT'S OWN VEHICLE

- 9.1 If the Client wishes to have Training in his own vehicle or a vehicle supplied by him ('Client's Vehicle'), then the Client must bring this to the Instructor's attention at least 48 hours prior to commencement of the applicable Training Session. It is within the Instructor's sole discretion as to whether he agrees to Training taking place in the Client's Vehicle. If the Instructor does agree to Training taking place in the Client's Vehicle, then unless otherwise agreed in writing, the Instructor will use reasonable endeavours to arrange insurance cover on the Client's Vehicle for the duration of the Training Session. Only if such satisfactory insurance cover can be arranged will Training take place in the Client's Vehicle. The Client will be responsible and will pay to the School in cleared funds (in advance of payment by the Instructor) any insurance premiums or insurance company/broker administration charges.
- 9.2 If the Instructor agrees to the Training being conducted in the Client's Vehicle, then the Client warrants that the vehicle is roadworthy and has a valid MoT certificate (if applicable) and is in good condition generally. The Client will supply the Instructor with a valid MoT certificate (if applicable) upon request. If the Client fails to supply to the Instructor the MoT certificate(s) or if in the Instructor's reasonable opinion the Client's Vehicle is not roadworthy or cannot be driven safely, then the Instructor may cancel the Training Session and no refund of the Price will be made to the Client.

## 10 PRICE AND PAYMENT

- 10.1 The Price payable for the Training will be that set out in this Agreement or such other amount as is expressly agreed between the School and the Client from time to time.
- 10.2 Save where payment is made in advance where a Minimum Number of Training Sessions are agreed, payment must be made prior to each Training Session to the Instructor, whose receipt will be a good discharge to the Client. The time for payment will be of the essence.
- 10.3 Subject to clause 10.4, the School may alter the Price upon giving the Client at least 48 hours' notice
- 10.4 Where a discounted Price has been agreed in consideration of the Client agreeing to book a Minimum Number of Training Sessions and provided payment has been made in full in cleared funds before the commencement of the Training Sessions, the School agrees not to alter the Price of the Training Sessions until the Minimum Number of Training Sessions have been completed. The exception to this is where matters outside the School's control (for example, fuel costs) have resulted in an increase of more than 5% in the cost of the School providing the Training Sessions. Should the School increase the Price of the Training Sessions in accordance with this clause, then the Client may cancel any outstanding Training Sessions at the increased Price and claim a refund without penalty.

## 11 LIMITATION OF LIABILITY

- 11.1 Nothing in this Agreement will limit the School's liability in any claim for death or personal injury caused by the School's negligence.
- 11.2 In no circumstances will the School be liable for any loss or damage if, and to the extent that, such loss or damage is caused by the Client's failure to comply with his obligations under this Agreement or these Terms and Conditions, or with the Instructor's reasonable instructions.
- 11.3 The aggregate liability of the School for direct loss resulting from the School's default will be limited to £50.00 per claim.
- 11.4 The School will not be liable for the losses, costs, claims or expenses arising as a result of any event which is outside of the School's reasonable control or expectation.
- 11.5 The School will not be liable, whether based on contract or tort, or any other legal or ground for any consequential, indirect or incidental loss of whatever kind and however caused.

## 12 GENERAL

- 12.1 The School will comply with the Data Protection Act 1998 at all times and will not pass the Client's details to any third party without the Client's consent (unless required to do so by law). The Client consents for their details to be passed to the School's insurers in the event of an actual or potential claim and to allow the School/Instructor to arrange motor vehicle insurance cover.
- 12.2 Each right or remedy of the School under this Agreement and these Terms and Conditions is without prejudice to any other right or remedy of the School, whether under these Terms and Conditions or not.
- 12.3 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question will not be affected. Every provision is agreed to be severable from every other.
- 12.4 No waiver by the School of any breach of these Terms and Conditions by the Client will be deemed as a waiver of any subsequent breach of the same or any other provision, nor of the provision itself.
- 12.5 A person who is not party to these Terms and Conditions will have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 12.6 These Terms and Conditions will be governed and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English and Welsh courts.

## 13 COMPLAINTS PROCEDURE

- 13.1 Any Client complaints should initially be directed in writing by registered post and marked for the attention of the 'Managing Director/Proprietor' of the School at the address written on the front of this Agreement. The Client's initial letter of complaint will be acknowledged within 14 days. The Client will thereafter be asked to supply further information about the complaint. The Client will endeavour to supply to the managing director/proprietor as much information about the complaint as possible as may reasonably be requested. Matters will then be fully investigated and, where practicable, the results of the investigation and resolution proposals will be given to the Client in writing within 28 days of the Client supplying the requested information.
- 13.2 Should the Client be unhappy with the outcome of the investigation and the handling of the complaint, then the client may complain to the ADI Registrar by writing to the Registrar at The Driving Standards Agency, The Axis Building, 112 Upper Parliament Street, Nottingham NG1 6LP.