



## **DVSA Approved Driving Instructor 'Terms and Conditions'**

**The following terms and conditions represent the basis upon which training is offered by  
A Star Driver Training**

### **1. Driving Licenses and Fitness to Drive:**

You must hold a current, valid driving license, provisional, full or international, and produce it on (or in advance of) your first training session. You must be fit to drive with regard to legal and medical requirements.

### **2. Payments and Cancellation:**

Tuition fees are normally payable in advance. Payment can be made by cash or cheque. Any cheques offered for payment that are subsequently refused by the bank will be subject to an administration charge of £25.00.

If either you or your instructor needs to cancel or re-arrange a lesson at least 24 hours notice will be required for single lessons of up to two hours duration. Longer lessons need a minimum of two days notice. Failure to give notice will result in a valid claim for an equivalent value in compensation (i.e. a cancellation fee will be charged or credited)

Your instructor will do everything possible to ensure that your lessons start and finish on time, but reserves the right to cancel, postpone or change lesson lengths and start/finish times under certain circumstances (e.g., dangerous weather conditions). In the event of postponement fees paid in advance will be carried forward.

The instructor reserves the right to cancel a lesson at short notice if it is suspected that the pupil may be unfit due to the effects of alcohol, drugs (prescribed or otherwise) or any other condition that would cause his/her driving to be dangerous or illegal. In such circumstances the lesson fee will be payable.

### **3. Bookings and Lesson Duration**

Your instructor will endeavour to maintain regular lesson slots at the same time each week to ensure continuity of learning, however, this cannot be guaranteed.

The minimum lesson period is 1 Hour. If, for any reason, the instructor is late for the lesson he/she will make a concerted effort to inform the pupil of the estimated time of arrival. If the delay is greater than 15 minutes this time will be credited to the pupil and when possible the lesson will be extended by the time due – if this is not possible the extra time will be carried forward to the next suitable lesson.

### **4. Training Location:**

All sessions will start and finish at the same location unless alternative arrangements are made in advance.

The instructor will determine a location for practical lessons which ensures both the pupil's and public safety – this means that the instructor may need to drive the pupil to and from the lesson location; this journey time forms part of the lesson as paid for.

### **5. Training vehicles:**

Training vehicles provided by the school are taxed, insured for the purposes of driving tuition, fully roadworthy and fitted with dual controls.



## **6. Driving Tests and Bookings:**

Your instructor reserves the right to refuse use of a driving school vehicle for test if he/she considers that provision of a vehicle could cause a risk to public safety.

Where a school car is used for test, the booking period will be based upon the instructor's normal diary schedule. Depending on the time of the test this will require a minimum two hour booking and possibly longer.

While your instructor will make every effort to ensure that the vehicle supplied for test will be fully road worthy and comply with all legal requirements at the start of the test, he/she cannot be held responsible for vehicle failure that occurs during the test and is not liable for consequential loss.

Your instructor will not be liable for any failure of light bulbs during any part of the Test including 'Show Me, Tell Me' as these will have been checked by the pupil and instructor together on arrival at the Test Centre.

Your instructor cannot be held responsible for test appointments cancelled by the DVSA due to bad weather, sickness, staff shortages or other reasons. Such cancellations are beyond the control of your instructor and therefore the lesson fee and 'use of car' fee for the booked period will be charged. Your instructor will advise about claiming compensation from the DVSA.

## **7. Code of Conduct**

Your instructor agrees to abide by the conditions of the **Professional Code of Conduct** (a copy of which will be provided on request). In the unlikely event of complaint or dispute the guidelines of the Code of Conduct will be adhered to.

## **8. Your Rights:**

These conditions do not affect any protection a student has under consumer legislation. We reserve the right to change or alter any of the terms and conditions without notice, but will endeavour to inform pupils of any changes as soon as possible.

## **9. Proper Law of Contract and Jurisdiction**

The contract shall be subject to and be governed by the Law of England and Wales. The place of performance for this contract shall be England. All disputes arising out of the contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

## **10. Miscellaneous**

All headings are for ease of reference only, and shall not affect the construction or interpretation of these Conditions. Any provision of these Conditions which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of these Conditions.

Ron Evans  
A Star Driver Training  
27 Broxwood Park, Tettenhall,  
Wolverhampton. WV6 8LZ



**Acceptance:**

**I hereby confirm that I have read and understand and accept the terms outlined in this document.**

I .....(Please print name)

**Signed:** ..... **Date:** .....

**On behalf of** (please print name) ..... **(if student is under 18)**



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