

Revised Terms: 14/12/2022

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LEARNER DRIVER TRAINING - TERMS AND CONDITIONS

All terms stated within this policy are between you, (the Pupil) who will purchase driving lessons, in accordance with the enclosed terms and conditions, and One Direction Limited trading as **One Direction Driving School.**

Privacy Policy

Our Privacy Policy covers the collection, use and disclosure of personal data that may be collected by your Instructor. Our Privacy policy also covers when you visit our website and fill in online forms via our website. It includes, but is not limited to contacting us, and engaging our services.

We do not share any information provided by the Pupil to any third-party organisations or individuals. Confidentiality is taken seriously and therefore your personal information will not be shared, provided, or used for marketing or advertising in anyway. If your details are requested by the Driver and Vehicle Standards Agency (DVSA) then we will notify you beforehand for your consent. Please visit our website to see the Privacy Policy.

By giving us your personal information, you consent to its use as set out in this policy.

Safeguarding – Safety of Others

Safeguarding is protecting everyone's right to live in safety, free from abuse, and neglect, whilst making sure that children to adults' wellbeing is respected, regarding their views, wishes, feelings and beliefs.

Getting Started

The Pupil must hold a current valid driving licence (provisional or full) which must be produced to the Instructor at the beginning of the first lesson. If no licence is produced the Instructor will not be allowed to do any practical driving training.

The Pupil must be able to read a number plate from 20.5 metres away (with glasses or lenses, if normally worn) in good daylight.

The Pupil must be in a fit state to drive safely at no time, during Driver Training Lessons are you to be under the influence of alcohol or any other substance (including, but not limited) to any illegal substance, or otherwise suffering a condition that may affect your ability to drive.

If, at any time the Instructor (in their absolute discretion) considers that the Pupil is not in a fit state to drive safely, then the Instructor may refuse to proceed with the Driver Training Lesson- and no refund for that Driver Training Lesson will be due, or payable to the Client.

Driver Training Lesson

One Direction Driving School will let you know the name of the Instructor prior to the Lesson, and you will be contacted by the Instructor to arrange your Driver Training Lesson, and to discuss any queries.

The Instructor will provide advance notice of the date, time, and pick up point for each session.

The Prices for Driver Training Lessons

Introductory Rate

One Direction Driving School will provide the Pupil with the prices for each Driver Training Lesson. The first Lesson is at an introductory rate (for novices) for the first two hours. The introductory rate for a driver who has undergone previous training, for an assessment is also at a special rate. Please see website for current prices.

Thereafter, the rate will be at the current website price, per lesson (always two hours).

Block Discount Rate

One Direction Driving School offers a discounted rate on the price of Driver Training lessons by purchasing in advance, a block of 10 lessons or a block of 20 lessons, ask your Instructor for details.

Intensive Courses

Intensive courses are also available, and can be personalised to fit your needs, ask your Instructor for details.

Our Commitment

- One Direction Driving School only provides Instructors who are approved and licensed by the the Driver and Vehicle Standards Agency (DVSA) and hold an enhanced Disclosure and Barring service (DBS).
- Our Instructors follow the voluntary Code of Practice for Driving Instructors.
 This Code of Practice states that a driving instructor should behave in a professional manner towards their Pupils. Treat Pupils with respect and

- consideration. Be polite, punctual, and presentable. Avoid physical contact with Pupils, except in an emergency, or in the normal course of greeting.
- The Instructor will inform the Client, when in the Instructor's opinion, the Pupil is ready to take their Practical Driving Test. We offer no guarantees that any pupil will pass their Practical Driving Test.
- The Pupil will book and pay for their own Test. The Instructor will not book the Test.

Your Commitment

- Is to ensure that you are in a fit state to drive see above.
- To pay for your training prior to each lesson.
- If there needs to be a change to the date, or time of the Lesson, (because of illness, work, or study) that you give your instructor 48 hours' notice, otherwise you will be charged for the Lesson.
- When you have booked your own Practical Driving Test then you must give
 the Instructor notice of the Practical Driving Test date as soon as reasonably
 possible, so that the Instructor can arrange for the use of the car; failure to do
 this, could mean the car won't be available for your test.

Use of a Car

All our cars are legal, (insured for the purpose of teaching people to drive) and in a roadworthy condition, they are fitted with dual controls and are well maintained. **One Direction Driving School** is not liable for any failure of this car during a driver training lesson.

The Practical Driving Test

The Pupil, and Instructor, will check the car prior to the Practical Driving Test. If the Car fails during the Practical Driving Test and providing there is no negligence on behalf of the Instructor, **One Direction Driving School** will not be responsible for reimbursing any Practical Driving Test cost.

Notification of Changes

The Pupil must give 48 hours' notice, to the **One Direction Driving School** Instructor, when cancelling a lesson, otherwise the Lesson will need to be paid in full. If, the Driving Training Lessons are booked as a discounted block of 10 or 20, and are cancelled by the Pupil, before all the lessons has been taken, they will not receive a refund.

If, the Pupil postpones more than two Driver Training Lessons, and fails to take an alternative, replacement Driver Training Lesson at a time which fits in the Instructor's usual hours of business, or if, in the Instructor's opinion the Pupil is unfit to drive safely- on more than one occasion- then the remaining Driver Training Lessons will be cancelled. And no refunds will be offered.

Complaints Procedure

If you have a reason to believe that the Driver Training, you have received, does not meet the expectations and delivery required set out by the DVSA's Terms and Conditions. The Client should first contact **One Direction Driving School**, see below:

One Direction Ltd, 71-75 Shelton Street, London, Greater London, WC2H 9JQ, UK, Tel: 01376-295007

Email: complaints@onedirectiondrivingschool.co.uk

The Pupil's initial letter of complaint will be acknowledged within 14 days. The Pupil will may be asked to supply further information about the complaint. The matter will be fully investigated, and the results of the investigation and resolution proposals will be given to the Pupil in writing within 28 days of the Pupil providing the requested information. All **One Direction Driving School's**, Driving Instructors are self-employed and responsible for their own financial affairs, and the maintenance of their own vehicles.

If the Pupil is unhappy with the outcome of the Investigation, then the Pupil can contact the Approved Driving Instructor (ADI) Registrar at:

The Registrar at the Driver and Vehicle Standards Agency, The Axis Building, 112 Upper Parliament Street, Nottingham, NG1 6LP.

The complaints procedure can also be found in the government UK website.

Limitation of Liability

Noting in these Terms and Conditions will limit **One Direction Driving School** liability in any claim for death or personal injury caused by the School's negligence. In no circumstances will **One Direction Driving School** be liable for any loss or damage if and to the extent that such loss or damage is caused by the Pupil's failure to comply with their obligations under these Terms and Conditions, or with the Instructor's reasonable instructions. **One Direction Driving School** will not be liable, whether based on contract or tort or any other legal ground, for any consequential, indirect, or accidental loss whatever kind and howsoever caused.

Changes to Terms and Conditions

One Direction Driving School withhold the right to amend and change the Terms and Conditions without any prior public notification.