Introduction: The following terms and conditions represent the basis upon which driving lessons and courses are offered to you by Donna's School of Motoring.

Definitions:

'you' and 'pupil(s)' means the person taking the course, ie you. 'we', 'us' and 'your instructor' means the Donna's School of Motoring.

1. General conduct

Your instructor is bound by the DVSA code of conduct. He will be courteous, polite, tidy and punctual. He will also behave in a professional and ethical manner at all times. Your instructor's car will be well maintained, clean and tidy. The car is fitted with dual-controls.

2. Qualifications

Your instructor is licensed by the Driver and Vehicle Standards Agency (DVSA) to give driving tuition. He also has a current CRB.

3. Driving license, eyesight and health

You must be of legal age to drive and produce a valid UK/Northern Ireland provisional Category B driving licence. In Great Britain, both the photocard (or old style paper licence) and a check code to verify the licence online must be produced.

For motorway, Pass Plus or refresher lessons a full valid licence and check code must be produced.

You must meet the minimum eye test requirements, which means you must be able to read a standard UK approved number plate at a minimum distance of 20 metres (67 feet). If you need to wear glasses or contact lenses in order to meet this requirement then by law you must wear them whenever you drive.

Pupils are reminded of the laws regarding alcohol and drugs, and should present themselves for a lesson in a fit state to drive. We reserve the right to cancel the lesson if we think the pupils judgement is impaired. In this instance, the full lesson fee will be payable.

4. Payments and cancellation

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

We will cancel a lesson if it is suspected that the pupil may be unfit due to the effects of alcohol, drugs (prescribed or otherwise) or any other other factor that would cause his/her driving to be dangerous or illegal. In such circumstances the full lesson fee will be payable.

Block bookings are non-refundable but can be moved up to a period of six months. Gift vouchers are non-refundable.

4 (a) Weekly driving lessons

Tuition fees are payable in advance or before the lesson commences. Payment can be made by cash or bank transfer.

If you need to cancel a lesson at least 24 hours notice is required. If less than 24 hours notice is given for whatever reason – including sickness – you may be charged for the missed lesson.

4 (b) Intensive courses

Full payment for intensive courses must be paid two weeks prior to the commencement date of the course.

A deposit is payable on booking which is non-refundable. The remainder is due two weeks prior to the course starting.

If you cancel the course due to unforeseeable circumstances we will not be able to refund the cost of the course. We will, however, make every effort to reschedule the course but if this cannot be done within six months, the course will be cancelled and the cost of the course as well as the tuition hours will be forfeit and no refund will be given.

If you fall ill during the course (or cannot complete the course for any other reason) the course fee will be forfeit and your driving test will be cancelled.

Whilst every effort is made to get the pupil to the required level to take the driving test, if the pupil's standard of driving falls below the required standard the pupil will not be allowed to take the test to protect the health and safety of the pupil, examiner and general public. The instructor's decision in these matters is final. No refund will be made in these circumstances.

If the test has to be cancelled at short notice and the test fee cannot be recovered from the DVSA, the pupil will have to pay for any rearranged test.

5. Damage to the vehicle

During lessons, your instructor will make every effort to avoid damage to the car but during driving tests the examiner will not prevent you from hitting the kerb or causing other similar minor damage to the car. Therefore all damage caused by you whilst on test may be charged to you.

6. Car failings

During lessons or on a test, your instructor will not be held accountable if the car develops any failings.