

PRO - Pupil Terms and Conditions

Your Instructor and Pro-Driver Training hereafter referred to as Pro.

Your instructor is a self-employed franchisee (“Your Instructor”) of Pro-Driver Training.

Pro acts as agent for your Instructor in receiving your payments for driving tuition other than payments made directly by you to your Instructor. Where Pro makes bookings with, or supplies any information or documentation to You, or processes any payments for your lessons, they act as the agent of Your Instructor. (See page 2 Payments and lessons)

The contract for driving tuition is solely between you and your Instructor.

Tuition

On road Tuition is only available to persons who meet the following criteria:

1. Aged 17 or over or aged 16 or over and in receipt of the higher rate of Disability Living Allowance (mobility component); and
2. hold a valid UK provisional driving licence; and
3. Legally entitled to drive in the UK.

Off-Road:

- The age limit of 11+ is just a guide line, students can be younger and need the minimum height requirement of 1.41m (all parents must sign Pro disclaimer and have a parent or legal guardian present at all times).

Lessons

You and your Instructor are responsible for agreeing all matters relating to the timing, location and duration of individual lessons. You must notify your Instructor of any matters which affect your ability or entitlement to have driving tuition, for example, but not limited to, any lack, or loss, of a valid UK provisional driving licence.

Please be advised that if you are using our “Off Road Training Centre” (PlayPen) the lesson will be 45 minute lesson. Lessons driving out on the road are full 60 minute lessons. Although you may have booked on road times, hours spent in the off-road training facility could shorten the estimated time you have booked.

Students under the age of 17 may be required to fill out our disclaimer form (ask your instructor or call our office for details).

If you have booked an Intensive course every effort is made for your course to be conducted by the same instructor throughout but circumstances beyond our control can sometimes dictate otherwise. The Driving Vehicle Standard Agency dictates that pupils brought forward by Driving Schools are of a sufficiently high standard for the test to be conducted safely. On very rare occasions, particularly on an intensive course, if a pupil is unable to attain this standard they must then be guided by the instructor as to the options available to them e.g. the test may need to be postponed. However we emphasise again this is very rare occurrence and we look forward to a successful conclusion to any course booked.

Cancellation of Lessons

If you or your Instructor wish to cancel a lesson a minimum of 24 hours prior notice should be given. If your Instructor cancels a lesson without giving this minimum period of notice your Instructor shall rearrange the lesson within the same week unless the tuition vehicle is off road for maintenance purposes or due to bad weather conditions. Cancellations by you must be made through the Customer Service Centre or directly between you and your Instructor. If you do not give at least 24 hours notice of cancellation You may be charged for the lesson(s) concerned. Please note that in the event of you having booked your driving test, the DVSA stipulate that you need to give three clear working days to cancel your test. This may mean that you may / will lose your DVSA test fee if your Instructor says you are not ready for test within this three day notice period.

Vouchers

Vouchers are valid for 6 months only and are non-refundable unless otherwise agreed in writing with PRO. The vouchers are non-transferable unless agreed with PRO. Vouchers are subject to PRO cancellation policy (see cancellation of lessons above).

Payments and Lesson Bookings

Payments will be accepted in:

- (1) Cash directly to your Instructor. If you pay your Instructor directly by any method, you should obtain a receipt. Please note that payments made directly to PRO will be passed on immediately to your instructor and that PRO accepts no liability for these payments once forwarded to your instructor.

- (2) Payments made in cash, card or online over the phone to Pro direct are for Playpen or on road tuition and are non- refundable these can be cancelled and rearranged within the 24 hour cancellation period. Course bookings for Playpen and on road tuition are only refundable up to 3 weeks before course begin and will be paid by BACS transfer directly into your relevant instructors bank account . If your course week is booked within that 3 week cancellation period then it is nigh impossible to rearrange block bookings i.e. Intensive Courses, as car and Instructor have blocked their diaries for you for this period. Cancellation within this period will only be accepted with a valid 'Sick Note' from your GP. Administration charges of £50 apply for refunds. For card payments a charge of 1.75% will be added to the booking fee.

- (3) We DO NOT accept cheques

Price Changes

We reserve the right to change the price of all our lessons from time to time. The cost of prepaid tuition is based on the lesson price in force at the time of booking and will be honoured for 12 months thereafter irrespective of any price increase that may occur between the date of booking and when the lessons are taken. Any unused lessons remaining after 12 months have elapsed shall have any lesson price increase applied prior to the lessons which shall become payable by You. Lesson prices are also subject to change following a change of tuition vehicle specification, instructor or location.

Special offers and discounts

Pro presents a great range of offers and discounts to new and existing learner pupils on learning to drive and other related products. Pro reserves the right to introduce, (and to withdraw) special offers from time to time. Introductory offers are only available to new learner pupils, cannot be used in conjunction with other offers and are not transferable.

Refund Policy and Warranty

You are entitled to cancel your prepaid tuition at any time (for the provisions relating to the cancellation of individual lessons please see the "Cancellation of Lessons" above). If you have not taken any lesson(s) at the time of cancellation You will be entitled to a full refund of any amounts paid to Pro, subject to the below.

- If you have taken lesson(s) at the time of cancellation you will not be eligible for a refund on any block bookings. Remaining lessons will be honoured for a period of 6 months only. This applies from date of purchase. Where it is possible to do so, we will refund you using the same method you used to pay for your lessons when you made the payment. If for any reason we are unable to do this, we reserve the right to refund you by any other method we deem appropriate.
- We may request additional information from you to confirm your identity in order to comply with the Money Laundering Regulations 2007; we will also use this information to ensure adherence to our Merchant Operating Instructions for card collection facilities.
- Refunds may take up to 28 working days to reach you or your account.
- In the event of a "buy one get one free" offer, no refund will take place once the first lesson has been taken. In the event of a buy 10 get 12 offer, no refund of the free 2 hours will take place.
- If you have paid your Instructor for the tuition you wish to cancel your Instructor will refund you adhering to the same principles as set out above.

Transferability of Lessons

You cannot sell or transfer lessons which have been purchased in your name to any other person.

Limitation of Liability

Your Instructor and Pro-Driver Training are not liable to You for any loss or damage caused where, and to the extent that:

- there is no breach of a legal duty owed to you by the relevant person or body;
- such loss or damage is not a reasonably foreseeable result of such a breach;
- any such loss or damage, or increase in the same, results from any breach or omission to you.
- any such loss or damage results from circumstances or matters outside of the reasonable control of the relevant person or body.
- Your Instructor and Pro shall not, in any event, be liable for losses relating to any business interests you may have including, without limitation, lost profits, lost earnings, loss of opportunity or business or business interruption.

You are reminded that Pro-Driver Training is not a party to the contract for driving tuition itself, which is between you and your Instructor. This does not affect any liability that Pro may have for any loss or damage you may incur which is caused directly as a result of any breach (including negligence) by it or them of any legal duty owed by it or them to you.

Nothing in these Terms and Conditions will affect any statutory rights You may have as a consumer.

Insurance

Your Instructor will carry the appropriate motor insurance, should you be involved in a collision as a learner driver whilst in control of driving the Instructor's tuition vehicle.

Law applying to Terms and Conditions

These Terms and Conditions are governed by the laws of England and Wales and are subject to the non-exclusive jurisdiction of the English Courts.

Complaints Procedure

- If You have any concerns or complaints about any part of Your driving tuition which cannot be resolved with Your Instructor, please contact the head office.

Customer Care

Your contract is between You and Your Instructor. In the rare event of any problem arising, You should resolve this with your instructor immediately. We recommend no further lessons are taken until the matter is resolved. In the unlikely event that you are unable to reach a satisfactory conclusion, we will be happy to investigate further until the matter is resolved. Please note that we will require evidence of any financial transactions and lesson times before we are able to investigate. Therefore, it is imperative that your driver record (provided to you by your Instructor) details are kept accurate and up to date. Should you require us to investigate any matter, please contact Lesley on: 01502 476255

Data protection notice, you and your data.

We at Pro driver training will use your information for administration, customer services and for profiling your purchasing preferences. We will disclose your information to our services providers (instructors) for these purposes. We may keep your information for a reasonable period to contact you about our services but only until you have passed your driving test. We may share information with the DVSA if you wish us to book or change your test but never with organisations who have nothing to do with our industry. With your permission we may use your photograph on our Social Media page and Website. We may contact you by mail, telephone, fax, SMS or email to let you know about any goods, services or promotions which may be of interest to you.

Please contact us if you do not wish to receive such information from us or do not wish us to use your photograph as stated. To contact us please telephone the main office number on: 01502 476255. If you do not contact us we will take it that you have given us your permission to process your sensitive personal data.

You have the right to ask for a copy of this sheet for your own information and correct any inaccuracies.

Pro driver training has a 24 hour cancellation policy and request that students and instructors work together to prevent unnecessary charges. Students who cancel within 24 hours will be charged for that lesson/s. Instructors who cancel within 24 hours will provide another lesson/s free of charge.

Please note: If due to adverse weather or traffic conditions or vehicle malfunction, where the Instructor deems it unsafe to drive; no charges or free lesson/s will apply. If another lesson can be rescheduled within the same week, no charges will be incurred. Instructors will always try to reschedule to avoid disappointment.

On signing our Student Data Sheet you agree, that you, the client (if under 18 years of age, legal parent or guardian), agree that you have access to and have read our Pro-Terms & Conditions, accessible via our website at www.pro-drivertraining.co.uk or you can ask for a hard copy via your driving instructor. You also accept that you have no points or driving penalties pending or received on your provisional or full licence and agree to inform your instructor of any changes that may occur.