

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 guideline, 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 always present).

On arriving at the Off-Road Facility, please wait for your instructor, DO NOT walk into the PlayPen driving area.

If you wish to take photo's/ video's, please take as many as you like, however, please ask your instructor for permission to enter the PlayPen, for photo's in and around the car.

If you wish to accompany your child, please do NOT take pictures inside the car unless your instructor allows you to do this.

Toilet facilities can be used at Ellough Park Raceways opposite our training grounds. All vouchers or lessons for the Young Driver Scheme must be booked through our office.

Lessons for 17+

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.

Intensive Course

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 will be guided by the instructor as to the options available to them e.g. the test may need to be postponed or cancelled. The DVSA have now issued a 10-day cancellation period, which may affect your test, and you may lose your test fee. We emphasise again this is very rare occurrence, and we look forward to a successful conclusion to any course booked.

Please note that once your course is booked, it is nigh impossible to change the course. If you should wish to change the dates and times arranged, you may forfeit the hours booked. **Tests** for other students (or yourself) take priority, in this case your course may need to be changed to accommodate the test. All intensive courses are non-refundable. If government regulations are introduced, the course will be rearranged at the earliest convenience.

Cancellation of hourly lessons

If you or your instructor wish to cancel a lesson a minimum of 48 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 01502 476255 or directly between you and your instructor. If you do not give at least 48 hours' notice of cancellation You could be charged for the lesson(s) concerned.

Due to the number of lessons booked for intensive courses, intensive lessons are exempt from cancellation unless agreed by your instructor or head office.

Please note: If you have a regular weekly slot and cancel your lesson three or more times, for whatever reason, or if you do not pay for the lesson in advance to secure it, your weekly slot may be given to a new student. A new time will be negotiated if possible. If rescheduling is not possible, you may lose your slot and will have to wait for availability with a different instructor.

Tests

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.

Your instructor is obligated and has a duty of care, to only present candidates to test, who are deemed safe and ready to take the driving test. Although we appreciate that nerves may play a part on the day, we must stipulate clearly, that if your instructor feels that you are unsafe to take part, he could cancel your test short notice or not allow you to take the test in his/ her car. This could result in you losing your test fee. Although this is a rare occurrence the pupil must then be guided by the instructor as to the options available to them. However, we emphasise again this is very rare occurrence, and we look forward to a successful conclusion to your lessons.

Please note that in the event of you having booked your driving test, the DVSA stipulate that you need to give ten 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 ten-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).

If government regulations are introduced, the voucher validity will be extended accordingly.

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 or an entry in your student record card. 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 48-hour cancellation period. These payments are sent directly to the relevant instructor and PRO will not be made liable for any payments received by your instructor.

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 the PRO Business 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. Please ensure that we have all your details i.e. medical history and that we know about your specific requirements. Be advised that some of our courses are extremely intense and may not be suitable for your condition (s). We cannot make suitable alternative arrangements after our 3-weeks' notice period, and you will lose any monies paid if you decide NOT to participate or wish to change the arranged course.

- (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, from time to time. Pro reserves the right to introduce, (and to withdraw) special offers. Introductory offers, if available, are only offered 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 ie. intensive courses etc. 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.
- Intensive Courses are exempt from refunds. Deposit payments are non-refundable once paid. Balance payments are also non-refundable once paid. - Cancellations or refunds will incur an admin fee of £100.
- 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.
- 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 included, 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 because 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. Pro-Driver Training reserve the right to change their company policy and these terms and conditions, as and when they deem necessary.

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 our office on 01502 476255.

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 48-hour cancellation policy (this does not apply to intensive courses see paragraph Intensive Courses above) and request that students and instructors work together to prevent unnecessary charges. Students who cancel within 48 hours will be charged for that lesson/s. Instructors who cancel within 48 hours will provide another lesson/s free of charge unless, the cancellation occurs due to weather conditions or car malfunction

Please note: If due to adverse weather or traffic conditions, vehicle malfunction or Covid-19 rules, 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 you're driving instructor. Pro-Driver Training can change the terms and conditions at any given time. 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.