

SmartDriving Driving Instructor Training
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'iCourse Pro' Terms and Conditions - Up to 76 hours face-to-face training free of charge if following terms are met:

General terms and conditions:

Driver and Vehicle Standards Agency known from hereon as: DVSA.

"You" or "Your" is You the consumer and not a business. "We", "Our" or "Us" is watch Learn drive.com Ltd T/A SmartDriving.

"Start Date" is the date that Your course starts; this is determined by the date that the course 'Welcome Email' is sent.

"Agreement" is these Terms and Conditions of the Contract described herein and in the [Pre Contract Information](#).

1. This Agreement and Conditions are written in English and are subject to English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
2. Please note You must read, sign and return this Agreement to the address above, before a study pack is sent to You and before any free face-to-face training can commence. If You do not return this Agreement We will deem the offer of the free element forfeited and withdrawn.
3. By signing this Agreement (and/or agreeing to these terms online) You understand and agree that:
 - a) You are entering into a contract as described in the 'pre contract' information supplied to You here: [Pre Contract Information](#);
 - b) You are accepting the Terms and Conditions of the Contract wholly and are agreeing to abide by them completely;
 - c) You are expressly requesting for us to supply the digital content sooner than then end of the 'right to cancel' period (described below) and You acknowledge that You are waiving Your 'right to cancel', and no refund is applicable.
 - d) If You have any doubts, please seek proper legal advice prior to signing this Agreement.
4. As this is a digital product, You will also be asked to agree to a copy of these terms online prior to accessing the course and in doing so (and/or signing this agreement), You understand and agree that:
 - a) You are entering into a contract as described in the 'pre contract' information supplied to You here: [Pre Contract Information](#);
 - b) You are accepting these Terms and Conditions of the Contract wholly and are agreeing to abide by them completely;
 - c) You are expressly requesting for us to supply the digital content sooner than then end of the 'right to cancel' period (described below) and You acknowledge that You are waiving Your 'right to cancel', and no refund is applicable.
 - d) If You have any doubts, please seek proper legal advice prior to accessing the course and agreeing to these terms.
5. You agree you have read and understood our [Privacy Policy](#) and how it applies to you.
6. This Agreement (the Terms and Conditions of the Contract) are not flexible.
7. You must not share any information We send You (whether We send it by post or internet) with any other person or company without our expressly written consent.
8. We reserve the right to refuse acceptance onto our course.

What We expect of You:

9. It is Your responsibility to ensure that You comply with the DVSA legal requirements regarding licence, eyesight and 'fit and proper' person criteria. Information regarding these legal requirements is available from the DVSA. It is also Your responsibility to ensure that You are eligible to work in the UK.
10. You will apply for the Criminal Record Bureau Check provided by and be approved by the DVSA. Information regarding these requirements is available from the DVSA.
11. That You do not work for a competitor and/or are already an Approved Driving Instructor (ADI) (also see clauses headed plagiarism).
12. You must follow and complete all iCourse Pro work, practice sessions and mock tests in full as structured and prescribed by Us, and any additional work provided upon request.
13. You are responsible for the booking, paying, managing and cancelling of all DVSA tests. You must inform Us of all test appointments and amendments by email. You must not book or sit a test without our express consent. You must inform us of all test results by email.
14. The course requires dedication, self-discipline and self-motivation and also requires practise in Your own vehicle. Unlimited email support is provided but the degree of support will vary from person-to-person and will be determined by Your support requests. You must keep us informed of progress by email as and when prompted by iCourse.
15. You must also inform us, as soon as is reasonably practical, of any change to your circumstances or anything that may affect your ability to complete the course as prescribed. Failure to do so will result in the offer of free training being withdrawn (unless exceptional circumstances can be proven - such as delays in CRB/DBS and test dates - for which We will require written evidence).

What We provide.

16. SmartDriving iCourse Pro is an integrated digital course that is sold and provided as a complete product. All elements of the course, including timescales, are structured to maximise knowledge and progress. The course must be completed in sequence as prescribed by Us. The iCourse Pro is designed to cover all aspects of the DVSA ADI Examination including but not limited to:

17. iCourse Theory – Part 1 Theory and Hazard Perception:

Theory training covering;

- The British Road System – history and layouts;
- Road procedure, traffic signs and signals, car control, pedestrians;
- Mechanical knowledge;
- Driving test disabilities and the law;
- Publications;
- Client Centred, Coaching and Instructional techniques;
- Hazard Perception.

18. iCourse Driving - Part 2 Driving Ability

High Speed Driving;

- Motorways;
- Dual carriageways;
- Rural Roads;

The Manoeuvres;

- Reverse left;
- Reverse right;
- Bay parking;
- Parallel parking;
- Turn in road;
- Emergency stop;
- Pulling up on right

Urban Driving:

- In town;
- Hazard planning;
- Moving away up/down hill at an angle;
- Pedestrian crossings;
- Use of signals;
- Junctions;
- Roundabouts

Independent driving:

- Use of Satnav;
- Following traffic signs;

Vehicle safety checks:

- Show me/Tell me questions

19. iCourse Teaching - Part 3 Instructional Ability

Skills:

- The Instructor's Role
- Route Directions
- Lesson Introductions
- Watching the Learner
- Talking and prompting skills
- Using diagrams
- Giving feedback
- Using questions
- The Instructor's Role
- Route Directions
- Lesson Introductions
- Watching the Learner
- Talking and prompting skills
- Using diagrams
- Giving feedback
- Using questions
- Recognising errors
- Remedial action
- Job sharing
- Lessons theming
- Giving demonstrations
- Keeping control of lesson
- Dual controls
- Lesson Structure

Subjects:

- Controls
- Moving off
- Emergency stop
- Approaching left
- Approaching right
- Emerging left
- Emerging right
- Crossroads
- Meeting
- Overtaking
- Pedestrian crossings
- Speed/Position
- Parallel parking

The test:

- Test marking
- Test lesson advice
- Lesson example

The study material provided in each of the three parts of iCourse has relevance to the DVSA examination as a whole. Because of the integrated nature of the course, iCourse cannot be taken as individual parts and must be followed sequentially; Part 1, Part 2 and Part 3.

In addition to the iCourse, We provide 6 months' Gold Membership at <https://www.adimasterclass.co.uk/> and one-year's membership to the www.DriverActive.com web site. These memberships give You access to free web based seminars, tutorials, an instructors' guide, a support-desk, driving and teaching information. In addition, as part of Your Gold Membership You will receive weekly news and business/training articles (by e-mail) to enhance Your learning and knowledge. It is not necessary to utilise the Gold Membership resources to complete iCourse, however We recommend that doing so will enhance Your knowledge and maximise Your chances of training and business success.

Training with a Trainer:

20. SmartDriving iCourse Pro is sold as a complete digital course and does not require face-to-face training in order to pass the three parts of the ADI Qualifying Examination. The free, face-to-face element referred to is to enable You to make a direct comparison to our competitors. The free, face-to-face element is offered with the time frames as specified below (point 22). Should You not meet the timeframes, You could still qualify without face-to-face training. However, We will deliver up to 19 half days (76 hours) face-to-face training free of charge, subject to the terms 22, 23, 24 and 25 specified below being met. To further bolster Your training, We will also provide unlimited access to Our 'virtual classroom sessions'.
21. We reserve the right to alter the total amount and/or format of training from time to time in line with best practice and/or DVSA requirements.

Contracted Timeframes:

22. The SmartDriving iCourse Pro is available to You for 12 calendar months from the date We send the 'Welcome Email' (subject header "Welcome to SmartDriving - IMPORTANT INFORMATION" to which this document was attached). After which We will consider the course complete and the account will be closed (unless exceptional circumstances can be proven at the time - for which written evidence will be required). If you have agreed to and signed the relevant 'Trainee Licence Support Agreement', we will extend access as is required. For the avoidance of doubt, We will use our email server's 'Sent Items' record as proof of sending the 'Welcome Email' and thus confirming your 'Start Date' and we accept no responsibility for emails not being received or lost. Any free face-to-face training must be completed no later than 9 months from the Start Date. The offer of free face-to-face training beyond these periods will be withdrawn (unless exceptional circumstances can be proven for which We will require written evidence).
23. The free face-to-face training element of 19 half days (76 hours) will be split into 4 sections: in preparation for Part 2 of the DVSA Qualifying Examination; in preparation for the Part 3 of the DVSA Qualifying Examination; to satisfy the DVSA Trainee Licence requirements and extra training in the event of a Part 3 test fail if required. In order to qualify for free face-to-face training:
- You must receive from Us, written confirmation of satisfactory completion of the Part 1 (iCourse Theory) coursework no later than the end of 4 months of the Start Date and prior to booking the Part 1 test of DVSA Qualifying Examination. You must also pass the Part 1 test no later than the end of 5 months from the Start Date. The offer of free training beyond these periods will be deemed to have been taken and will be withdrawn (unless exceptional circumstances can be proven at the time for which We will require written evidence).
 - You must receive from Us, written confirmation of satisfactory completion of the Part 2 (iCourse Driving) coursework no later than the end of 6 months from the Start Date and prior to booking the Part 2 of DVSA Qualifying Examination. You must pass the Part 2 test no later than the end of 7 months from the Start Date. The offer of free training beyond this period will be deemed to have been taken and will be withdrawn (unless exceptional circumstances can be proven at the time for which we will require written evidence).
 - You must receive from Us, written confirmation of satisfactory completion of the Part 3 (iCourse Teaching) coursework no later than 8 months from the Start Date and prior to booking the Part 3 of DVSA Qualifying Examination (the offer of free training beyond this period will be deemed to have been taken and will be withdrawn unless exceptional circumstances can be proven at the time for which we will require written evidence).
 - While we will endeavour to arrange training as close to DVSA - ADI test centres as possible, You may have to travel to a training location outside of your local area due to test availability, Trainer availability, Trainer knowledge and previous test success rates.
 - You must be available for training at the times and locations specified by Us, otherwise We will deem the free training as taken and the offer of free training withdrawn.
 - The time periods above may be extended by us without notice.
24. The free Part 2 face-to-face training will comprise of 2 half days (8 hours) of training in-car at a 2:1 basis (a ratio of two students to one Trainer). At our discretion, this can be delivered as a full day or a bespoke programme where appropriate. To be eligible to book the free Part 2 training you must agree to and meet the terms 23; a to f above.
25. The free face-to-face training at Part 3 (Teaching) will usually comprise 40 hours of training: 8 half days (32 hours) of training in-car on a 2:1 basis and 5 x 'Virtual Classroom Sessions' (8 hours). However, dependent upon iCourse timescales, availability of trainers and DVSA test dates and venues, these 8 half days may be a bespoke programme of part in-car/in-class and/or 4 full days where appropriate and 5 x 'Virtual Classroom Sessions' (8 hours). To be eligible to book the free Part 3 training you must:
- Have agreed to and meet the terms 22, 23. a to f, and 24 above;
 - Have completed (or have scheduled to complete) the compulsory minimum of 5 x 'Virtual Classroom Sessions';
 - Have agreed to and signed the relevant 'Trainee Licence Support Agreement' (unless otherwise agreed by Us) referred to in term 29 below;
- otherwise the offer of face-to-face training free of charge will be withdrawn and charged at £140 per 4-hour session.
26. Upon commencement of the Trainee Licence Support Agreement, 3 further half days (12 hours) will be delivered during the first 12 weeks from the commencement date of Your licence. We will also provide unlimited access to Our 'Virtual Classroom Sessions' of which attendance to a minimum of 3 (x 90 minute sessions) is compulsory to complete the syllabus and meet DVSA Trainee Licence requirements.
27. In the event of an unsuccessful attempt at a Part 3 test of the DVSA Qualifying Examination, we offer up-to 2 half days additional Part 3 training. To be eligible to book these days, You must agree to terms 22; a to f, Section 23, 24 and 25 above, plus:
- Have been unsuccessful in a first attempt of a Part 3 test of the DVSA Qualifying Examination, no later than the end of 10 months from the Start Date or fewer than 12 weeks from the commencement date of Your licence (unless otherwise agreed by Us) for the first day.
 - Have been unsuccessful in a second attempt of a Part 3 test of the DVSA Qualifying Examination, no later than the end of 12 months from the Start Date or fewer than 24 weeks from the commencement date of Your licence (unless otherwise agreed by Us) for the second day;
- otherwise the offer of face-to-face training free of charge will be withdrawn and charged at £140 per 4-hour session.
28. If You cannot attend a booked training session, or any part thereof, We will deem the session or part session to be taken unless exceptional circumstances can be proven at the time (for which we will require written evidence) or if You cancel in writing with a minimum 14 days' notice.

Trainee Licence:

29. When you have passed the Part 2 test of the DVSA Qualifying Examination, You agree to enter into and complete the 'Trainee Licence Support Program'. You agree You will sign the separate '[Trainee Licence Support Program](#)' contract. You agree You will set up a relevant payment plan to pay the weekly 'Support Fee' at the prevailing rate at the time. If you decide against signing the 'Trainee Licence Support Program' contract at

this stage, then the offer of face-to-face training free of charge (as described in terms 22-28 above) will be withdrawn and charged at £140 per 4-hour session (unless otherwise agreed by us in writing).

- 30. We will only supply a copy of the completed ADI 21T upon receipt of the signed 'Trainee Licence Support Program' contract (unless otherwise agreed by us in writing).
- 31. You are responsible for the application and payment to the DVSA for Your Trainee Licence. You must provide us a copy of your application confirmation email and a copy of the Trainee Licence immediately upon receipt.

Course Guarantees: Terms and Conditions:

- 32. This course comes with a guarantee of placement with an alternative partner driving school should You wish to take it up. All terms in this agreement and the 'Trainee Licence Support Agreement' must be adhered to. Full terms and conditions of this guarantee are available on request and on our website: [Guaranteed Placement](#).
- 33. This course comes with a 'Qualification money back guarantee'. All terms in this agreement and the 'Trainee Licence Support Agreement' must be adhered to. Full terms and conditions of this guarantee are available on request and on our website [Qualification Guarantee Terms](#)
- 34. This course comes with an 'income guarantee'. All terms in this agreement and the 'Trainee Licence Support Agreement' must be adhered to. Full terms and conditions of this guarantee are available on request and on our website [Income Guarantee Terms](#)

Payment Terms

- 35. Where applicable, all payments, must be made prior to any face-to-face training.
- 36. If You are a consumer (i.e. You are not purchasing either wholly or in part for Your business or You are not a business) You have the right, in addition to Your other rights, to cancel this contract within 14 days starting the day after We send the 'Welcome Email' without giving reason and receive a full refund of any payment You have made to Us. This is known as the 'right to cancel' period. The 'right-to-cancel' information, how to exercise this right and Your rights to expressly acknowledge and request the start of the digital content sooner than the end of this 'right to cancel' period are provided and explained both in the terms online: [Online Terms](#) as well as this 'durable medium' version.
- 37. To exercise Your right to cancel, You must inform Us of Your decision to cancel this contract by email or registered post within the 'right to cancel period'. We are required by the Regulations to 'make available' the following template form for you to use in this instance: [Cancellation Form](#). You may use this template form however, You can also inform Us of Your decision to cancel by email or registered post before the end of the 'right to cancel' period as described above.
- 38. As this is a digital product, You may start the course sooner than the end of the right to cancel period by following this link: [Get Started](#) and/or by signing and returning this Agreement. You will be asked to change the temporary password we have sent you to one more memorable to you. By doing so, you are informed herein and on the online page, that you agree to these terms and conditions. Once You have agreed to these terms and conditions (either by signing and returning this durable medium version of the contract and/or agreeing to the terms online) You have expressly requested for us to supply the digital content and acknowledge that you have waived Your right to cancel, and no refund is applicable.
- 39. Where applicable, if You have set up a payment plan for the course, You are agreeing to make further payments to pay for the balance of course fee. Payments are due on the same date each month. Missed or late payments will deem the course finished and provision for free face-to-face training withdrawn (unless exceptional circumstances can be proven at the time - for which written evidence will be required). For specific payment terms (if applicable) see your 'Welcome Email'.
- 40. Once You have agreed to these terms and conditions (either by signing and returning this document and/or accessing the course online) or have gone beyond the 14-day 'right to cancel' period We reserve the right to pursue any monies owing to us.
- 41. Prices for products offered may change at any time, and We do not provide price protection or refunds in the event of a price reduction or promotional offering.

Plagiarism

We treat copying and plagiarism seriously and will always seek to prosecute. By signing below, You agree that:

- 42. You do not work for a competitor of SmartDriving and/or You are not an Approved Driving Instructor (ADI).
- 43. Materials supplied by SmartDriving are for Your sole and personal use and may not be shared with or distributed to third parties for any purpose whatsoever.

Agreement

These Terms and Conditions contain the entire Agreement between the parties and no representations, warranties, inducements or promises made by Us, whether oral or otherwise and no other agreements whether oral or otherwise not embodied herein and no custom or practice of the parties or any part of them at variance with the terms hereof shall add to or vary this Agreement or be of any force or effect.

I understand and agree to these Terms and Conditions wholly and I agree to abide by them completely:

Signed by.....

Date...../...../.....

Print Name..... (Please initial each page)

Email address.....

Address.....Postcode.....

Telephone Number.....Mobile Number