

Terms and Conditions

ABOUT US

DRIVE Driving School is the trading name of watch.learn.drive.com Ltd and shall be referred to throughout these terms of business as DRIVE.

DRIVE engages directly with individual franchised driving instructors, who are self-employed and act in their capacity as franchisees of DRIVE under the terms of a support agreement between DRIVE and the instructor.

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

LEARNER DRIVER - Terms and Conditions

In order to have driving lessons you must:

Be aged 17 or older (16 or over if disabled)

Hold a driving licence that is valid for the UK (provisional, full or an appropriate foreign licence)

It is your responsibility to provide your instructor with proof that you have a valid licence to drive before the commencement of your first driving lesson. If you fail to provide this proof, your instructor is entitled to refuse to conduct the driving lesson but may still charge you for such driving lesson.

PAYING FOR LESSONS

Paying Your Instructor Directly

You can also pay for lessons by paying your instructor directly without involving DRIVE. Your instructor will confirm which payment methods they can accept. If you pay your instructor directly you should obtain a receipt. DRIVE does not accept any responsibility for any payments you make directly to your instructor.

Cancellation Policy

You must give at least 48 hours' notice to your instructor if you wish to cancel or re-arrange a booked driving lesson. Failure to do so may result in your instructor charging you the full amount for that driving lesson.

Any disputed transaction will be promptly and fully investigated by DRIVE. The result of the investigation will be communicated to both parties. No payment from your funds in your Client Account will be made to either party until the investigation has been completed to the satisfaction of DRIVE.

Introductory Offers

Introductory offers are only available to new customers with DRIVE.

Only one introductory offer is allowed per customer.

The special 2 for 1 introductory offer comprises a two-hour beginner's driving lesson. In this beginner's lesson, you will learn about the controls of the car before progressing to moving off and stopping the vehicle.

In all other introductory offers, the lessons will be structured to meet your needs relevant to your experience.

DRIVE reserves the right to remove or amend any introductory offers at any time. Details of our current offers can be found on our website.

Short notice test bookings

A short notice test is when there is two weeks or less from the date of the first planned driving lesson to the booked driving test date. Before making a booking or payment for a short notice test, please be aware of the following terms and conditions:

- Booking of a Short Notice Test package consists of five hours' worth of instructor and tuition vehicle time.
- During the first two hours you will be assessed by your instructor. If after the initial two hour assessment the instructor tells you that you are not ready for an attempt at your driving test, the instructor will not take you to that test.

- If you need additional tuition prior to the test the instructor will explain this to you. You will need to be available for the time slots your instructor is available should you wish to take these driving lessons. If you cannot take the required hours prior to your test date, the instructor will not be able to take you for test.
- You will need to pay for five hours of driving lessons prior to the first driving lesson commencing, which is not refundable if the instructor says you are not ready for test. The balance of your funds or hours can however be used for further driving lessons.
- The Driving and Vehicle Standards Agency stipulate that you need to give three clear working days to cancel your driving test. You may / will lose your Driving and Vehicle Standards Agency test fee if the instructor says you are not ready for your test dependent on the gap between your first driving lesson and the driving test.
- If you change your mind after you have made a short notice test booking and wish to cancel your booking prior to the first lesson, our standard cancellation and refund terms and conditions apply with a minimum of 48 hours' notice required prior to the first driving lesson.
- This offer cannot be taken in conjunction with any other offer.
- The driving lesson price is at the standard rate for driving lessons in the relevant postcode area.

Liability

Your instructor and/or DRIVE 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 of a legal duty;
- Any such loss or damage, or increase in the same, results from any breach or omission by you; or
- Any such loss or damage results from circumstances or matters outside of the reasonable control of the relevant person or body.

Your instructor and/or DRIVE shall not, in any event, be liable for losses relating to any business interests you may have including, without limitation, lost profits, loss of opportunity or business or business interruption.

DRIVE is liable for any loss or damage you may incur which is caused directly as a result of any breach (including negligence) by DRIVE of any legal duty owed by DRIVE to you.

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

Use of personal data and information

Personal data, and/or information about you, that you provide to DRIVE and/or your instructor may be used to:

- Identify you;
- Help administer, and contact you about improved administration of, any accounts, services and products provided to you;
- Trace debtors, recover debt, prevent and detect fraud, and to manage your accounts or insurance policies; and check your identity to prevent money laundering unless you give us other satisfactory proof of identity;
- Carry out marketing analysis and customer profiling (including with transactional information) and create statistical and testing information;
- For promotional purposes, particularly on successful completion of a practical driving test.
- Help identify accounts, services and/or product which we feel may be of interest to you. We may do this by automatic means using a scoring system, which uses the personal data and/or information you have provided, any information we hold about you, and information from third party agencies (including credit reference agencies);
- Contact you in any way (including mail, email, phone, visit, text or multimedia messages) about products and services offered by us and selected partners.
- Provide personal data and/or information that has been legitimately asked for by legal or regulatory bodies or where we are required to provide it as part of legal proceedings or prospective legal proceedings.
- We may monitor and record communications with you (including phone conversations and emails) for quality assurance, legal, compliance and training purposes.

- We may check your details with fraud prevention agencies. If you provide false or inaccurate personal data and/or information and we suspect fraud, we will record this and may provide this information to fraud prevention agencies and other relevant authorities including the police.

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

Signed by (or parent/guardian if under 18).....

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

Print Name.....

Email address.....

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

Telephone Number.....Mobile Number