

Terms & Conditions

These Terms and Conditions are the standard terms which apply to the provision of driving tuition by Fiona Ladyman of Destiny Driving School to pupils that require such tuition; and where the pupil is a "Consumer" as defined by the Consumer Rights Act 2015.

Driving Lessons: Booking, Cancellation & Delays

1. A lesson will only be made available to you if you have a pre-booked appointment for it. It shall be your and my responsibility to agree all matters relating to each lesson including, but not limited to, date, time, location and duration;
2. Your request to book a lesson will be an offer, but whether I accept any request will be for me to decide in my discretion. Only if and when I tell you that I accept your request for any particular lesson(s) will there be a binding contract between you and me for that/those lesson(s);
3. I will not reserve any lesson slots or guarantee regularity of lessons over any period of time or on any particular date and/or time except that I will reserve a particular lesson slot for you if and when I accept a booking for it from you. Nevertheless, I shall use reasonable endeavours to make available regular lesson slots for you;
4. If you know you are going to be late for a lesson, you should contact me to tell me. If you arrive (or are not ready) later than 15 minutes after the scheduled start time for your booked lesson, I will try to provide that lesson but if I decide that I cannot do so, the lesson will be treated as cancelled without notice by you and I reserve the right to make a charge for that lesson;
5. You may cancel a lesson without charge if you give me at least 48 hours prior notice of the cancellation and if you do so I will refund to you any sum you paid me in advance;
6. If you do not give me at least 48 hours prior notice of cancellation of a lesson, I will be entitled to charge you the full price of the lesson. I will be entitled to deduct that charge from any sum you paid me in advance;
7. If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a lesson without giving me at least 48 hours prior notice, I will consider the circumstances and in my discretion decide whether to waive any charge for late cancellation;
8. I may, without incurring any liability to you, cancel a booked lesson at any time before the start time of that lesson, where either:
 1. due to my illness, unavailability of a suitable vehicle, or other reason beyond my reasonable control, I am not available or able to provide the lesson fully or properly. If I cancel a lesson in such circumstances, I will refund to you in full any advance payment that you have made to me for that lesson and may, at my discretion, compensate you with a lesson free of charge to you ;
 - or
 2. I have reason to believe that you are not fit to drive at the time of the lesson due to any factors including, but not limited to, alcohol, drugs (whether prescribed or otherwise), illness or other medical condition. If I cancel the lesson for such reason, I shall be entitled, at my discretion, to charge you for that lesson
9. I will use all reasonable endeavours to start a lesson at the time which you have booked but the start may be delayed by overrun of a previous lesson or by other circumstances. If a delay to the start is at least 15 minutes, or if at any time before or after you or I arrive for a lesson I notify you that there will be a delay of at least that time, you may cancel and will not have to pay for that lesson and I will refund to you in full any advance payment that you have made to me for that lesson. If, however, in those circumstances you do not cancel the lesson, I shall add on to the lesson the time by which the start is delayed at no charge to you or, if that does not suit you, I shall add it on to a subsequent lesson, or if you do not book a further lesson I will refund a part of the fee for that lesson in proportion to the part of the lesson not added on;

Fees & Payment

1. You must pay my fees for all lessons. You can obtain information on current lesson fees from www.destinydrivingschool.com or from me;
2. I may change my fees with one month's prior notice but if I increase the fees between the time you book a lesson and the date of the lesson, and you pay for it in advance of the lesson, the price increase will not apply to that lesson;

3. You shall make payment to me of my fees in advance or at the start of the lesson, by cash, cheque or direct bank transfer, and upon request I shall give you a receipt for all sums that I receive from you.

Vehicles & Insurance

I shall ensure that any vehicle that I provide are fitted with dual controls, are fully roadworthy, taxed, have a valid MOT (where relevant), and are fully insured for the purposes of driving instruction

Driving Tests

1. I shall discuss driving tests with you and inform you when I feel that you are ready to take a test;
2. I shall be responsible for booking your practical test. It shall be your responsibility to book your theory test;
3. If you already have a test booked prior to becoming a pupil of Destiny Driving School, you must inform me of all details of your test including, but not limited to, its date and location at least 3 weeks before your test date;
4. When you attend a test, you must take all required documentation with you. If you do not, your test may be cancelled and you would then lose your test fees;
5. Unless I feel that my vehicle is unsuitable for a pupil to use for their practical test, I generally permit pupils to use my vehicle for their test, but whether I permit you to do so for your test will be in my discretion;
6. If I have given you permission to use my vehicle for your test but it breaks down or is otherwise unavailable or unusable on the date of the test, I shall use my reasonable endeavours to arrange an alternative vehicle. If this is not possible, I shall pay for the replacement test;
7. If your test is cancelled by the DVSA giving you insufficient time to provide me with the required cancellation notice of a booking, You must still pay my fees for my time and/or the use of my vehicle. In that case, I shall advise you on claiming compensation from the DVSA for the cost of those fees; and
8. If you have a test booked and, in my opinion, you do not make the expected progress in your lessons between the date of booking and the test date, I may decide not to permit you to use my vehicle for your test and I will not be responsible for any fees that you pay for the test which are lost

Complaints

I always welcome feedback from my pupils and, whilst I always use all reasonable endeavours to ensure that I provide a high standard of tuition and service to pupils, I nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about my tuition or other services or any other complaint about me, please raise the matter with me in person or by email

Your Personal Information (Data Protection)

1. All personal information that I may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR. This information is collected for communication purposes and to ascertain eligibility to drive and will be retained for as long as is necessary to provide tuition and in line with my responsibility to maintain effective records;
2. The information collect and stored on my own password protected personal computer may be all or any of the following: Name, Address, Age and date of birth, Phone number(s), Email address(es), Driving Licence number, Basic information about any health conditions that may affect your ability to be a responsible and able driver

Referral Scheme

If you refer a friend, relative or acquaintance to Destiny Driving School who then takes a minimum of 6 hours tuition with you shall be entitled to 1hr of free tuition by way of thanks

Acceptance

By signing this document, you are confirming that you are 18 years of age or over and have read, understood and agree to be bound by these Terms and Conditions.

Signature of pupil.....

Name of pupil.....

Date.....

Signature of parent/guardian (if under the age of 18)

.....

Name of parent/guardian (if under the age of 18)

.....