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TERMS OF BUSINESS

The following terms of business represent the basis upon which driver education and training is offered by Chris Chambers School of Motoring.

The provision of this service is subject to full acceptance of these terms.

1. Driving Licence

a) Customers MUST personally ensure that they are the holders of a valid driving licence throughout the entire duration of their driver education and training. It is necessary for Chris Chambers School of Motoring to, prior to commencing driver training, check the status of their driving licence, which is now held on the DVLA's (Driver and Vehicle Licensing Agency) electronic database. Further to this, the photo-card licence must be produced on commencement of the first lesson and at tests, and will be checked regularly checked by Chris Chambers School of Motoring throughout the duration of the training.

Should the customer fail to produce the relevant and valid driving licence, Chris Chambers School of Motoring cannot, by law, permit the customer to drive the car, and accordingly the booking will be lost.

b) The customer MUST be able to satisfy the driving test eyesight requirements of being able to read a vehicle number plate at a distance of 20.5 metres, or 67ft.

c) The customer MUST inform Chris Chambers School of Motoring if they receive any endorsements on their licence during the time they are receiving training.

d) Customers MUST inform Chris Chambers School of Motoring of any disabilities they have which might affect their ability to drive.

2. Customer Wellbeing

a) In the interest of comfort and safety, customers are advised to wear suitable footwear, and comfortable clothing which does not restrict movement.

Please ask Chris Chambers School of Motoring for any advice you may require.

b) Should a customer require a cigarette, refreshment, or comfort break mid-lesson, this is perfectly acceptable. Please note however, that this time will form part of the lesson time being paid for, and in the interests of health & safety, any cigarette breaks taken shall only take place outside of, and away from, the tuition vehicle.

c) Customers must be fit to drive - both legally and medically. It is the customers' responsibility to ensure that they are fully fit when presenting themselves for each lesson or test. Sickness, tiredness, alcohol, illegal and prescribed drugs may affect fitness and suitability to drive.

Any of these could place you and other road users in serious danger.

Please be aware that prior to lesson or test, some 'over the counter' medication may also affect levels of concentration. Always read the instructions supplied. If you are taking any sort of medication, please consult your GP or pharmacist in order to ensure that it will not affect your ability to drive.

If you have consumed alcohol or taken drugs - legal or illegal - within the 24 hours prior to your arranged lesson or test, please ensure that you inform Chris Chambers School of Motoring. Chris Chambers School of Motoring reserve the right to cancel the arranged lesson, abandon an in-progress lesson or to withdraw the use of the tuition vehicle for the purpose of undertaking the test of driving ability should there be any suspicion of impairment because of illness, drugs or alcohol.

Chris Chambers School of Motoring also reserve the right to refuse training and tuition should your behaviour be deemed unreasonable or unacceptable.

3. Tuition Fees

a) Tuition fees may be payable in advance and can be paid by cash, cheque, bank transfer or PayPal (on request).

*Please note that should a payment be made via PayPal, the purchaser will be responsible for the additional fee charged. This fee is typically 1.4% to 3.4% plus 20p of the transaction. To learn more about these fees, visit PayPal's fees page.

The tuition fee must also be made available at the beginning of the lesson, unless in credit for a previously paid block booking. Any cheques presented for payment that are subsequently refused by the bank may be subject to an administration charge of £15.00.

This action will be taken at the sole discretion of Chris Chambers School of Motoring.

b) Should the use of a cash machine be required, the customer should declare this at the start of the lesson in order for use of this facility to be planned whilst on route.

c) All accounts must be cleared before taking the practical driving test.

d) On occasions where a gift voucher is supplied by Chris Chambers School of Motoring, then the voucher is valid for a maximum period of 3 months from the date of issue. Gift vouchers are to be used by the person or persons named on the voucher, and are non-transferrable.

e) Discounted tuition fees are offered to customers purchasing their driving tuition in the form of block bookings. Refund of partial block booking will be made pro rata on any lessons not taken.

f) In addition to the relevant practical driving test fee paid to the DVSA, a minimum test-day fee of two hours is required to cover the period prior to, during, and following the test. This fee will be charged at the relevant rate.

4. Collection Points and Training Locations

a) All lessons will begin and end at the customers' home, or a place mutually agreed and arranged in advance. In their own interests, customers are advised to be punctual for appointments. Chris Chambers School of Motoring will wait a maximum of 15 minutes. A reciprocal waiting time may become necessary for the arrival of the Chris Chambers School of Motoring, whom may be delayed due to some unforeseen circumstance. The lesson will commence from the appointed time, or the time of arrival if that should be later.

b) Suitable training locations for practical lessons will be determined by Chris Chambers School of Motoring based upon an assessment of risk. This is to ensure the safety and wellbeing of both the customer and other road users.

c) Where necessary, and at the early stages of training, Chris Chambers School of Motoring will be required to drive the customer both to, and from, the suitable training location.

This time will also form part of the lesson being paid for.

5. Postponement of a Lesson by Chris Chambers School of Motoring

a) If a lesson has to be postponed at short notice by reason of a vehicle failure or any other emergency, an alternative appointment will be made with mutual consent. If the postponement is a driving test, Chris Chambers School of Motoring will be responsible for the test fee if the test cannot be cancelled within the required time (see paragraph 7). Customers will appreciate that it may not always be possible to notify of cancellation if a mechanical breakdown occurs on the way to a lesson or test; such instances are beyond the control of Chris Chambers School of Motoring.

b) Driving tests take priority over lessons, therefore pre-booked lessons may have to be cancelled or postponed should Chris Chambers School of Motoring receive short notice of a driving test appointment.

c) Except as provided for in a) above, Chris Chambers School of Motoring will give notice of re-arrangement or postponement of a lesson within the same time frame as Chris Chambers School of Motoring imposes upon a customer postponing or cancelling a lesson, where possible.

6. Postponement or Cancellation of Lessons by Customer

a) At least TWO clear working days (full 48 hours) notice of postponement or cancellation of a lesson is required. Please note that Sundays and public holidays are not counted as working days.

Late cancellations will be charged for in full, at the relevant rate.

7. Postponement or Cancellation of a Test (Theory or Practical)

a) The attention of the customer is drawn to the fact that a statutory period of notice is required under government regulations for the cancellation or postponement of a test.

b) If possible, the customer will be advised in good time of the advisability of cancelling their test. Chris Chambers School of Motoring cannot be held responsible for the loss of the test fee if the customer fails to immediately notify the test booking office.

The address and telephone number is given on the test appointment document.

c) CHRIS CHAMBERS SCHOOL OF MOTORING CANNOT BE HELD RESPONSIBLE FOR ANY POSTPONEMENT OR CANCELLATION OF A TEST BY THE TESTING AUTHORITY AT WHATEVER NOTICE.

d) Customers should note that where driving tests are cancelled at very short notice by the testing authority, the two-hour lesson fee is still payable to Chris Chambers School of Motoring.

It may be possible for customers to claim lost fees from the testing authority in such events.

8. Driving School / Instructor

- a) Chris Chambers School of Motoring guarantees that only a DVSA (Driver and Vehicle Standards Agency) authorised and approved instructor will provide tuition.
- b) The instructors' official authorising documents will be displayed on the windscreen of the training vehicle, and may be inspected freely at any time.
- c) Customers may be accompanied on their lesson by a supervising / senior examiner whose job is to ensure that the tuition given meets the required standard.

This is a legal requirement and is in the public interest.

- d) Chris Chambers School of Motoring will recommend the most useful books, DVD's, and websites to use in order to help accelerate learning. During the duration of their training, customers may also be provided with temporary access to bespoke training resources in the form of either a USB memory drive, or cloud-based storage. Should you be provided with these resources, please note that they are provided in good faith, and for the benefit of customers of Chris Chambers School of Motoring only.

Furthermore, much of the content is copyrighted to Chris Chambers School of Motoring, and therefore must not under any circumstances be copied or shared.

9. The Driving Test

- a) Chris Chambers School of Motoring will advise the appropriate time to make an application for both the theory and practical driving tests. The advice will be based on the customer's progress to date. It does NOT imply that the necessary standard has been reached, or that it will for certain be reached by the appointed test date. Chris Chambers School of Motoring will not hesitate to advise, where necessary, the postponement of the test. This condition is intended to save the customer expense, unnecessary disappointment and the consequent delay in waiting for another driving test date.
- b) Chris Chambers School of Motoring reserves the right to withhold the use of training vehicle for the test or a lesson, if in the opinion that the customer:
 - i) Is not at the driving test pass standard.
 - ii) Is medically unfit (including but not limited to eyesight).
 - iii) Is under the influence of drugs or alcohol.
 - iv) Is not properly licensed to drive.
 - v) Consistently fails to keep, or is late for appointments.
 - vi) Falls into arrears over payment.
 - vii) For any other reason, will be unsafe to handle a motor vehicle.
- c) Customers may be accompanied on their test by a supervising / senior examiner, whose job it is to ensure that official standards of testing are observed by examiners.

This is a legal requirement and is in the public interest.

- d) You are reminded that when you attend for your theory or practical test, you MUST take the required documents with you - Chris Chambers School of Motoring will advise you in due course. Failure to comply with

this regulation will mean the examiner may have to cancel your test - you will forfeit your test fee and have to apply for a new test date.

e) In the event of the test appointment notification being sent to the customer, they are required to notify Chris Chambers School of Motoring, as soon as possible, of the date and time of the test, and show the document to Chris Chambers School of Motoring on their next lesson. Chris Chambers School of Motoring cannot accept any responsibility for booking an incorrect time or date for a test unless the appointment document is produced. If the appointment notification is sent to Chris Chambers School of Motoring, then an undertaking is given to show the customer the document on their next lesson, or notify them as soon as possible.

The document will be handed to the customer on request.

10. Lessons in Own Car

a) Lessons may be given in a customers' own car if Chris Chambers School of Motoring is willing to do so, on condition that it is clearly understood:

i) The car is fully insured for teaching for reward - and this must be confirmed, in writing, by the vehicles' underwriters.

ii) Chris Chambers School of Motoring is covered by such insurance to drive the car - to be confirmed as above.

iii) Chris Chambers School of Motoring can in no way be held liable for any damage or accident. While every effort to prevent the customer having an accident or damaging the car will be made, it will be realised that control is very limited. If a customer wishes to have lessons in their own car, then a second rear view mirror must be provided for use by Chris Chambers School of Motoring.

In view of the extra responsibility entailed, there will be no reduction in lesson charges.

11. The Tuition Vehicle and Insurance

a) The training vehicle is fully and comprehensively insured for tuition and driving test purposes with a reputable insurer. Certificate of insurance can be made available for inspection on request.

b) The training vehicle will be in good, safe working order at all times, and will be fitted with dual controls.

c) In addition to the above, please note that the tuition vehicle is equipped with both front & rear, outward facing video and audio recording technology. This technology is employed for insurance, security and training purposes, and will be operating at all times throughout the duration of the customers' driver education and training sessions.

d) No liability of any kind can be accepted by Chris Chambers School of Motoring for the loss of, or damage to any property belonging to, or in the possession of the customer at any time.

12. Legal Liability

a) Customers should be aware that the primary objective of Chris Chambers School of Motoring is to promote road safety, and in doing so will have to issue instructions which customers must be prepared to carry out without undue argument.

b) Chris Chambers School of Motoring will make every effort to educate and train the customer to the highest possible driving standard, but can in no way be held liable for any errors committed whilst driving and not accompanied by Chris Chambers School of Motoring, either before or after a driving test pass.

c) During the course of both practical driving lessons and the practical driving test, the customer is legally in charge of the vehicle, and is therefore liable for any fines or charges levied as a result of any motoring offence committed.

13. Complaints

a) If the customer is unhappy with any aspect of their driver training and education, the customer should notify Chris Chambers School of Motoring without delay, and not later than seven days from the date on which the cause for complaint arose. Every effort will be made by Chris Chambers School of Motoring to satisfactorily deal with the complaint, with these 'Terms of Business' and the 'Code of Practice for Approved Driving Instructors' forming the basis for negotiations.

Signed on behalf of Chris Chambers School of Motoring

Name: _____ Date: _____

Declaration

I have received a copy of the 'Terms of Business' and agree, in partnership with Chris Chambers School of Motoring, to be bound by the terms contained in them.

*If you, the customer, are under the age of 18 years, please ask a parent / guardian to sign on your behalf.

Signed: _____ Date: _____

Name: _____

Address: _____

_____ Post Code: _____

Telephone Number: _____