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TERMS OF BUSINESS

The following terms of business outline the basis upon which driver education and training are provided by Chris Chambers School of Motoring.

The provision of this service is contingent upon full acceptance of these terms.

1. Driving Licence

a) Customers **must** personally ensure that they possess a valid driving licence for the entire duration of their driver education and training. It is a requirement for Chris Chambers School of Motoring to verify the status of your driving licence, which is currently stored on the DVLA's (Driver and Vehicle Licensing Agency) electronic database, before the commencement of driver training. Additionally, the photo-card licence must be presented at the beginning of the first lesson and when attending tests, and will be regularly checked by Chris Chambers School of Motoring throughout the training period.

Should a customer be unable to present a relevant and valid driving licence, Chris Chambers School of Motoring is legally unable to permit the customer to operate the vehicle, and as a result, the booking will be forfeited.

b) Customers are required to meet the driving test eyesight standards, which include the ability to read a vehicle number plate from a distance of 20.5 meters, or 67 feet.

c) Customers are required to inform Chris Chambers School of Motoring should they receive any endorsements on their licence during their training period.

d) Customers are kindly requested to inform Chris Chambers School of Motoring of any disabilities or limitations they may have that could potentially impact their driving ability.

2. Customer Comfort, Safety, and Wellbeing

a) For your comfort and safety, Chris Chambers School of Motoring kindly request that customers wear appropriate footwear and comfortable clothing that allows for unrestricted movement. We also respectfully ask that customers refrain from wearing jewellery, watches, or other accessories with sharp edges.

Please do not hesitate to contact Chris Chambers School of Motoring for any advice you may require.

b) Should a customer require a break for a cigarette, vape, refreshment, or personal comfort during a lesson, this is entirely acceptable. Please be aware, however, that any time taken for such breaks will be included within the paid lesson duration. For reasons of health and safety, any cigarette or vape breaks must be taken outside of and at a distance from the tuition vehicle.

c) Customers are kindly requested to ensure they are fit to drive, both legally and medically. It is the customer's responsibility to confirm their full fitness when attending each lesson or test. Factors such as sickness, tiredness, alcohol, and both illegal and prescribed drugs may impact one's fitness and suitability to drive. Any of these situations could potentially endanger both yourself and other road users. Please be aware that some over-the-counter medications may affect concentration levels before a lesson or test. Always read the provided instructions. If you are currently taking any medication, please consult your general practitioner or pharmacist to ensure it will not impair your driving ability.

d) Should you have consumed alcohol or taken any substances, whether legal or illegal, within the 24 hours preceding your scheduled lesson or test, we kindly request that you inform Chris Chambers School of Motoring. Chris Chambers School of Motoring reserves the right to cancel a scheduled lesson, discontinue a lesson in progress, or decline the use of the tuition vehicle for a driving test if there is any suspicion of impairment due to illness, drugs, or alcohol. Chris Chambers School of Motoring reserves the right to decline training and tuition if your behaviour is considered unreasonable or unacceptable.

3. Tuition Fees

Tuition fees are kindly requested exclusively by way of bank transfer.

To secure a booking and ensure business continuity, tuition fees are kindly requested at least **two clear working days** (a full **48 hours**) in advance of the agreed lesson date, unless a credit from a previously paid block booking is available. Reduced tuition fees are available to clients who opt for block bookings for their driving instruction.

In addition to the practical driving test fee, which is paid directly to the DVSA, a minimum test-day fee of two hours is required. This fee covers the period before, during, and after the test and will be charged at the applicable rate.

4. Pick-up, Drop-off and Training Locations

a) All lessons will commence and conclude at the customer's residence, or at a location mutually agreed upon and pre-arranged. For their benefit, clients are kindly requested to be punctual for their appointments. Chris Chambers School of Motoring will observe a maximum waiting period of **20 minutes**. A reciprocal waiting period may be necessary for the arrival of Chris Chambers School of Motoring, should unforeseen circumstances cause a delay. The lesson will begin at the scheduled time, or at the time of arrival if that occurs later.

b) Chris Chambers School of Motoring will determine suitable training locations for practical lessons based on an assessment of both risk and training requirements. This is to ensure the safety and well-being of both the customer and other road users.

c) Where necessary, and particularly during the initial stages of training, Chris Chambers School of Motoring will be pleased to provide transportation for the customer to and from the appropriate training location. This period will also be included as part of the paid lesson.

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

a) Should a lesson require postponement on short notice due to a vehicle malfunction or other unforeseen emergency, an alternative appointment will be arranged with mutual agreement. In the event that the postponement involves a driving test, Chris Chambers School of Motoring will assume responsibility for the test fee if the test cannot be cancelled within the stipulated timeframe (please refer to paragraph 7). We kindly ask for your understanding that it may not always be feasible to provide advance notification of cancellation if a mechanical issue arises en route to a lesson or test; such occurrences are beyond the control of Chris Chambers School of Motoring.

b) Driving tests are prioritised over lessons; therefore, pre-booked lessons may need to be cancelled or postponed if Chris Chambers School of Motoring receives short notice of a driving test appointment.

c) Except as provided for in a) above, Chris Chambers School of Motoring will provide notice of re-arrangement or postponement of a lesson within the same timeframe that Chris Chambers School of Motoring requires from a customer who postpones or cancels a lesson, where feasible. This also pertains to the postponement or cancellation of lessons by a customer.

6. Postponement or Cancellation of Lessons by Customer

A minimum of **two full working days (48 hours)** notice is kindly requested for any postponement or cancellation of a lesson. Late cancellations will incur the full charge at the applicable rate.

To ensure the continuity of your driver education and training, kindly inform Chris Chambers School of Motoring as far in advance as possible of any planned holidays or breaks you may have.

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

Please be aware that government regulations require a statutory period of notice for the cancellation or postponement of a test.

a) Chris Chambers School of Motoring will endeavour to advise you in good time regarding the advisability of cancelling your test, where possible. Chris Chambers School of Motoring cannot be held responsible for the loss of the test fee if you fail to notify the test booking office before the final date to change or cancel. This crucial date is clearly highlighted in your driving test booking confirmation email.

The address and telephone number for the test booking office are provided on your test appointment document.

Chris Chambers School of Motoring cannot be held responsible for any postponement or cancellation of a test by the testing authority, regardless of the notice given.

b) Customers should be aware that if driving tests are cancelled by the testing authority on very short notice, the two-hour lesson fee will still be due to Chris Chambers School of Motoring. In such instances, customers may be able to claim reimbursement for lost fees from the testing authority.

8. Driving School/Instructor

a) Chris Chambers School of Motoring assures that all driving instruction will be provided by an authorised and approved DVSA (Driver and Vehicle Standards Agency) instructor. The instructor's official authorising documents will be displayed on the training vehicle's windscreen and are available for inspection at any time. Customers may have a supervising or senior examiner accompany them during their lessons and/or driving test to ensure the tuition meets the required standards. This is a legal requirement and serves the public interest.

b) Chris Chambers School of Motoring will recommend valuable books, websites, and other media to facilitate accelerated learning. During their training, customers may also receive temporary access to bespoke training resources, either via a USB memory drive or cloud-based storage. Please be aware that these resources are provided in good faith and are exclusively for the benefit of Chris Chambers School of Motoring customers. Furthermore, a significant portion of the content is the intellectual property of Chris Chambers School of Motoring, and as such, it is not to be reproduced or distributed under any circumstances.

9. The Driving Test

Chris Chambers School of Motoring will provide guidance on the appropriate time to apply for both theory and practical driving tests. This advice will be based on the candidate's progress thus far. Please be aware that this does not necessarily mean the required standard has been met, or that it will definitely be achieved by the scheduled test date. Chris Chambers School of Motoring will readily offer advice and, if deemed necessary, recommend postponing the test. This condition is in place to help customers avoid unnecessary expenses, disappointment, and subsequent delays in securing another driving test date.

Chris Chambers School of Motoring reserves the right to decline the use of a training vehicle for a test or a lesson if, in their professional judgment, the customer:

- i) has not yet reached the standard.
- ii) is medically unfit (including but not limited to eyesight).
- iii) is under the influence of drugs or alcohol.
- iv) is not properly licenced to drive.
- v) consistently fails to keep or attend appointments, or is frequently late for them.
- vi) falls into arrears regarding payments.
- vii) for any other reason, it would be unsafe to operate a motor vehicle.

Customers may be accompanied during their test by a supervising or senior examiner, whose responsibility it is to ensure that official testing standards are adhered to by examiners. This is a legal requirement and serves the public interest.

Please be advised that it is mandatory to bring all necessary documents when attending your theory or practical test. Chris Chambers School of Motoring will provide you with further guidance in due course. Non-compliance with this requirement may result in the examiner having to cancel your test. In such an event, you would unfortunately forfeit your test fee and be required to arrange a new test date. Additionally, customers are responsible for scheduling their driving tests. However, it is requested that you discuss potential dates and times with Chris Chambers School of Motoring beforehand. This ensures both your preparedness and that the proposed test date is available, thereby preventing any inconvenience.

Kindly note that for various reasons, including logistical considerations, Chris Chambers School of Motoring exclusively presents candidates for practical driving tests at the Sunderland Driving Test Centre.

Once your driving test has been scheduled and official confirmation received from the DVSA, please inform Chris Chambers School of Motoring of the details as soon as possible. The confirmation email or document should be presented to Chris

Chambers School of Motoring at your next lesson. Chris Chambers School of Motoring cannot be held responsible for any errors in test booking times or dates unless the appointment document is provided.

10. The Tuition Vehicle and Insurance

The training vehicle is fully and comprehensively insured for tuition and driving test purposes with a reputable insurer. A certificate of insurance can be made available for inspection upon request. The training vehicle will always be in good, safe working order and will be fitted with dual controls. In addition to the above, please note that the tuition vehicle is also equipped with both front and rear, outward-facing video and audio recording technology. This technology is utilised for insurance, security, and training purposes, and will be operating at all times throughout the customer's driver education and training sessions. Video footage will not be published on a public platform without your prior consent. Inward-facing video and audio recordings are available for driver education and training purposes upon request.

Please be advised that camera footage is not admissible as evidence in the event of a test dispute with the DVSA.

Chris Chambers School of Motoring cannot accept any liability for the loss of or damage to any property belonging to or in the possession of the customer at any time

11. Legal Liability

Customers should be aware that the primary objective of Chris Chambers School of Motoring is to promote road safety, and in doing so will need to issue instructions that customers are expected to follow without undue argument. Chris Chambers School of Motoring will make every effort to educate and train the customer to the highest possible driving standard, but cannot be held liable for any errors committed while driving and not accompanied by Chris Chambers School of Motoring, either before or after passing a driving test.

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

12. Complaints

Should a customer find themselves dissatisfied with any element of their driver training and education, it is kindly requested that Chris Chambers School of Motoring be informed promptly, and no later than seven days from the date the issue arose. Chris Chambers School of Motoring will endeavour to resolve the complaint to the customer's satisfaction, with these Terms of Business and the Code of Practice for Approved Driving Instructors serving as the foundation for discussions.

Declaration

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

* If you, the customer, are under the age of 18 years, kindly request a parent or guardian to sign on your behalf.

Name: _____

Address: _____

Postcode: _____

Contact number: _____

Signature: _____ **Date:** _____