

## 1, INTERPRITATION OF CONTENT

1.1 Wording heading and explanations of these Terms and Conditions have the following meaning.

<b>Instructor</b>	The Instructor who is named on the agreement or other qualified instructor(s) working on behalf of the named Training Provider
<b>Client</b>	The person(s) Identified as the client or guarantor
<b>Training</b>	Any driving related training provided by the instructor(s) which is relevant to the clients' needs and has been agreed by all parties
<b>Training Sessions</b>	An agreed unit of training which the duration has been agreed by both parties
<b>Price</b>	The price per hour as stated within the agreements.
<b>Payments</b>	Payments received by clients for services or refunded within terms
<b>Pre-Paid Booking</b>	The discounted price for pre-paid lessons stated within the agreements.
<b>Cancellation Policy</b>	Training or Lessons cancelation stated within the agreement.
<b>Agreed Payment for Driving Test</b>	The price for the training vehicle or the instructor(s) for the duration of the Driving Test, practice before hand and any consultations thereafter.
<b>Training Provider</b>	The training provider identified within this agreement
<b>Training Vehicle</b>	The vehicle provided by the training provider / client which is to be used for purpose of training and the driving test

1.2 The interpretation of these headings within the terms and conditions are for convenience and understanding only and will not affect the construction of content.

1.3 Singular words included as plural and vice versa are stated to include one or more parties.

## 2 PROVISIONS OF THE TRAINING PROVIDER

The *Training* LEAD THE WAY DRIVER TRAINING Provides Training to clients who abide by all these terms and condition. You (The Paying Client) and The Driver (Learner) must give full details and disclose any relative information required. These details must be true and to the best of your knowledge. If the named Client is under 18 years of age, then their parent / Guardian must guarantee their obligation to abide by these terms and conditions.

**DVLA:** Licence check code; must be completed

<http://www.gov.uk/view-driving-licence> copy or click the link then send the code to your instructor

### 2.1 Clients Medical History must be noted under private note section of the Total Drive app

Please note to abide by current legislation and the RTA law you must not withhold any information regarding ill health. Please see Rules 90 – 96 of the Highway Code. This must include any allergies illnesses or medication under the section PRIVATE NOTES

2.2 The Client is responsible for filling in your profile on the Total Drive® App. Clients must provide as much information as possible to do with their medical history, any allergies, medication, health or fitness issues. On your Profile it is also worthwhile noting your hobbies and interest this helps your Training Provider help you relate to you when teaching. The information you give is stored on the **TOTAL DRIVE APP** where your Training Provider has Access to this or any information imputed.

2.3 Your Training Provider is not responsible for any information which was not received for you The Client. Any or all of the information given could help assist you with your health or your training process.

## 3 BOOKINGS & PAYMENTS

**ONLINE BOOKING AND PAYMENT SYSTEM RE: (Charges Online Booking & Total Drive App) Payment Bookings Via Website or Total Drive® App are only for initial bookings for new clients (Every effort will be made booking slots but cannot be guaranteed same time or day of the week)**

3.1 Payments is money received for services only either via Cash / Bacs / Bank-Transfers and or any other means of electronic payment.

3.2. The online and app booking system payments are operated by ADYEN PAYMENT PLATFORM integrated to the Total Drive® Payments. these transactions will include a £1.69 Transaction Charge set by the payment company not your Instructor.

*Any Discounts to £1.69 Total Drive® App payment charge will be Promotion Only for a short period stated with dates beginning and ending such promotion.*

Online and App Booking System Payments (1 HOUR - 1.5 HOUR – 2 HOURS) Online payment will also incur a £1.69 Charge per transaction.

**Bookings and Payments cannot be taken over the phone.**

3.3 Other Payment Methods are Available however your Training Provider has a Sum Up® Portable Payment Terminal which incur a charge of 1.69% also available is Paying via Bacs a Bank-to-Bank Transfer System the Client may choose to pay via this method, and it must be arranged by your Instructor. In Car

3.3.1 Payments can also be used via the Total Drive® App and has a £1.69 Charge.

3.4 Payments for Clients after initial online or app payments may receive a reduce rate of payment based on hours booked (10 hours or more) this depends on travel distance to and from any clients address anything under a 3 miles radius.

3.4.1 Payment methods are stated in Clause 3.1 3.2 3.3 and 3.4 This helps the Client guarantee a booking space which is subject to availability. Space may be available every week but is not guaranteed A BOOKING must be agreed upon

3.4.2 Authorised online and app published gaps / spaces are available for **NEW CLIENTS ONLY!** However, the Trainer may consider changing time date for current clients to fill required gap / space. Current Clients must contact the Trainer immediately Full payment must be made before the session begins see *Clause 3\**

**\*PAYMENT FOR BOOKINGS MUST BE PRE-PAID BE AT LEAST ONE WEEK UPFRONT- PAYMENT IS REQUIRED TO SECURE A BOOKING**

3.4.3 The Payment payable for the Training will be set out at the current rate stated online or on the Total Drive® App or such other amount as is specifically agreed between the Training Provider and the Client. A time, date, pickup and drop off point is also to be arranged no less than 72 hours before the Training Session begins, as this could cause an issue in logistics i.e. travel time duration of Clients Session or the pickup or drop off could be out of the Training Providers working areas. The Training Provider has the right to refuse or alter the time of the Training Sessions pick up or drop off if it effects their working day.

3.5 Payment must be made prior to each Training Session to the Instructors account which will be Ayden® Payment Provided by Total Drive® App for online or App Payments or other means of Payment such as Bacs or Sum Up® Cash can also be a choice of payment for the Client.

3.5.1 If Cash is the preferred payment the client must pay for 2 Sessions / 2 Lessons for example 2-hour cash payment for a 1 hour booking this will guarantee the Client's following session is secure and in the event of a late cancellations the Training Provider will be compensated for the loss of time.

3.5.2 Any receipts for Training Session payments; It will be in the Clients interest and therefore it is the Clients responsibility to the obtain any receipts Via Electronic or other means for their *Training Session*.

3.6 Subject to clause 3.5 the Training Provider will not alter the price stated at the beginning of the session, however, if training sessions laps for more than 12 weeks Client must pay the new rate.

3.7 Where a discount price has been agreed in consideration of the Client agreeing to book a minimum number of Training sessions, the Training Provider agrees not to alter the Price of the Training Sessions until the minimum number of Training Sessions have been completed. The exception to this is where matters outside the control of the Training Providers control (for example fuel costs) have resulted in an increase of more than 5% in the cost of the Training Provider providing the Training Session. Should the Instructor increase the Price of the Training Session in accordance with this clause then the Client must first be contacted by the Training Provider direct to resolve this matter, if the matter cannot be resolved then the Client may cancel any outstanding Training sessions at the increased Price without penalty.

**3.8 ANY PAYMENT VIA GIFTS OF ANY KIND IN RECEIPT OF PAYMENT WILL BE REFUSED;** training, gifts are not acceptable and will be refused.

#### **4 Cancellation Collection of debt Policy**

4.1 Cancellations or being absent from your lesson agreement with a period within less than 48 hours will incur a standard charge.

**This standard charge will be added as the full lesson price** that has been booked, **prepay cancellations will be charged as full price** this also includes cancelling after rescheduling your lesson(s) within the agreed period.



4.2 Debt should be settled as soon as possible. However, if the debt is not settled within a four-week period a letter will be sent out to you every four weeks and a £10.00 administration fee will be added to your debt, and this will continue until the debt is paid. Further action will be taken to retrieve the debt which may include any court fees.

**5. Threatening Behaviour** Violence, bad language or threatening behaviour will not be tolerated and appropriate action will be taken.

5.1 No physical contact should be made with Client and Instructor. Please Note, this is not always humanly possible due to intervention that your Instructor may need to do, such as changing gear or grabbing the steering wheel to keep yourself and the car safe. A discussion must always be held in any event taking place that involves a potential or actual safety critical error regarding the client's safety. Clause 7

#### **6. Dash Cam Recording (traffic, Client & Instructor)**

6.1 Dash cam recording is there to safeguard both client & instructor and are used for training purpose. They also may be used in evidence, in the event of an incident. Recording could also be used in training promotions. Permission from the Client is needed in writing via digital copy.

I do  do not  give permission for recording to be use other than for myself or in the event of an incident. Please provide this in the Total Drive® private notes section when booking.

6.2 The training provider will provide the *Client* with *Training* in reflection for the payment this will be reflected in number of training sessions booked. The date time and pick up point for each *Training Session* will be agreed in advance by the *Client* and the *Training Provider* unless otherwise stated in accordance with clause 3, if the client requires the use of a training vehicle, then the vehicle will be provided by the *Training Provider* and when providing the training vehicle, the *Training Provider* or the *Client* see clause 4, must make sure that the vehicle is roadworthy and mechanically sound, vehicle tax and correctly insured.

Full Terms and conditions are available on request.