

Terms and Conditions

Definitions

The following terms and conditions apply to any individual taking training with **Better Driver Training** or **any** of its trainers/subcontractors:

‘Driving School’ refers to the company ‘Better Driver Training’.

‘Student’ or ‘Pupil’ or ‘Trainee’ refers to the individual receiving training. Also referred to as ‘the driver’.

‘ADI’ or ‘PDI’ or ‘Instructor’ refers to the individual licensed to deliver *paid for* driving tuition.

‘Parent’ or ‘Sponsor’ refers to those that act in a supporting role.

Better Driver Training pride themselves on delivering top quality, client centred training. If you have any issues with the service or training that is being delivered, we welcome you to get in touch so we can address the issues directly.

Should there be any issue of improper conduct, you should first contact Better Driver Training direct, please use the freephone number to do this. If this does not resolve the issue, you can contact the DVSA directly. The DVSA are the regulatory body for ADIs and PDIs and be contacted via the **GOV.uk** website. However, we are often more able to take action directly - our customers are important to us. This does not affect your right to raise concerns directly with the DVSA or pursue statutory remedies.

Driving Licences and Fitness to Drive

All drivers undertaking on-road training will be required to present their valid driving licence. Information on how to apply for your licence is available at www.drive-better.co.uk.

Since 2015 the counterpart licence has been held on-line. They will be required to either:

- provide their National Insurance number to access the online system.
- get an access code that will provide full access to the DVLA licence check system.
- provide a phone to contact the DVLA directly. This is only available via a Premium rate call and can take a long time. This will be done during the allocated lesson time.

The driver must be fit to drive and must disclose any medical condition which may affect their driving or theory test; including relevant medical conditions, allergies (where they could affect concentration or physical safety), or learning needs that may impact training delivery.

The driver must demonstrate that they can read a standard car number plate at a distance at 20m (66 feet). Trainers will perform a roadside eyesight check, however this is a field test and they reserve the right to request an optician confirm the results if necessary.

The driver must inform their instructor of any impending court hearings with regards to driving offences before entering the vehicle. Including any fixed penalties or driver awareness courses.

The Instructor reserves the right to cancel a lesson if it is suspected that the customer may be unfit due to effects of alcohol, drugs (prescribed or otherwise) or any other conditions that would cause driving to be dangerous or illegal.

In this case the instructor retains the right to refuse lesson and retain full fee. If the Instructor carries a breathalyser, the driver may be invited to take a breath-test. However judgements will be at the instructors discretion and these tests are largely for educational purposes. Alternatively a lesson on theory training, legal requirements, personal judgements and/or coping strategies may be offered - this is in place of the driving lesson and chargeable at the full rate.

Use of Private Vehicle

In the situation where an individual Instructor agrees to deliver training in a private (non-driving school) vehicle, responsibility for ensuring the roadworthiness, legality, and insurance of any private vehicle used for training lies entirely with the vehicle owner and driver. The Instructor reserves the right to terminate the session if the vehicle is deemed unfit or unsafe. The session fee will remain payable in full in such cases. These include, but are not restricted to:

- Insurance - the insurance **MUST** cover “Paid for driving tuition” and (in the case of a test) “the driving test”.

They must also check and conform to the insurance requirements for the return journey after the test. We advise that you get confirmation by email.

- All vehicles **MUST** be safe and road legal. Your instructor will use their best judgment and experience if a defect is discovered, and their decision is final. If the lesson is postponed or cancelled due to a vehicle defect, the lesson will be chargeable in full.
- Any points, fines or penalties will be the sole responsibility of the vehicle owner and/or pupil, these may or may not include loss of earnings, reputation or damages - both physical or personal.
- The Trainer will take reasonable measures to prevent damage to the pupils or third parties person on property, however they have no liability to do so.

Legal Responsibility

It is legally the responsibility of the driver to ensure they are driving in accordance of the law. Any tickets or penalties will be legally those of the driver (irrelevant of licence status). The Instructor will take reasonable measures to ensure that the driver is aware of the law and if they are at risk of infringing it. Instructors may be legally obliged to provide driver details if requested by authorised bodies such as the DVSA or police. This does not affect your statutory rights.

Data Protection and Driver Tracking

Better Driver Training processes personal data under the legal basis of legitimate interest and/or contractual necessity. Individuals have the right to request access to, correction of, or deletion of their data at any time. Requests should be submitted to team@drive-better.co.uk.

Data may be obtained via 'black boxes', cameras or similar equipment. Any data provided to a driver must not be put on social media or other medium without the instructors written permission - mainly due to legal issues concerning the test.

Your data will be held for as long as Better Driver Training deem it relevant. Once it is no longer relevant it will be responsibly deleted or destroyed. Should you wish for your data to be deleted before this time please let us know.

By using Better Driver Training for training you agree to interaction via social media. Better Driver Training may use photos, videos or testimonials with the individual's explicit consent. This may include the photo, video, testimonial or quote being posted on our public Facebook page and/or being used in an advert. If you do not wish to be included in this interaction please inform your trainer in advance of your lesson. Consent can be withdrawn at any time by contacting us in writing.

Parental/Sponsor Involvement

Better Driver Training operate an open-car policy except for when COVID-19 restrictions apply. They acknowledge that 90% of driving habits are from the parents/key influencers, and invite their input into lessons. Involvement is invited with drivers agreement, and Parental/Sponsor driving assessments are provided as part of the paid for lesson. These often provide useful insights and help to the driver, helping them identify key habits, beliefs and thought processes.

Better Driver Training are happy to arrange regular contact with Parent/Sponsors. Please liaise with your designated trainer.

Passengers, Errands and Deliveries

Passengers and children are welcome at the discretion of your instructor.

Where it is safe and legal to do so Better Driver Training aims to provide real life driving experiences.

Passengers under-18 need to have got parents permission before entering the vehicles. This is the responsibility of the driver.

If the driver wishes to run errands or similar these form part of the lesson time and are the choice of the driver. This needs to be agreed in advance with the trainer and must be within the limitations of the lesson, area and driver ability.

If children are being carried they are the responsibility of the parents. Parents must provide relevant seating equipment, and instructors reserve the right to end lessons early should the need arise. All children or passenger situations must be at the prior agreement of the Instructor.

Bookings and Responsibilities

Each Instructor operates as an independent contractor under a licence to use the Better Driver Training brand. All payments, refunds, and lesson arrangements are made directly between the Instructor and the Customer. Better Driver Training is not a party to that contract. Better Driver Training take all reasonable measures to ensure the quality of the Trainers working under the brand.

All bookings are made as an agreement between the individual Trainer and the customer. Payments will be made between the trainer and the customer. Refunds will be made by agreement from the trainer to the customer.

Payments and Cancellations

Tuition fees are payable in advance of the beginning of each lesson unless agreed with the Trainer. The payment can be made by cash or via bank transfer directly to the trainer. Contact your trainer for their specific details. Cheques are not accepted unless directly agreed with the trainer.

Due to insurance requirements all payments must be completed in full in advance of the driving test.

In the event of cheque payment, Cheques refused by the bank will incur a £20 administration fee.

Credit or Debit Card payments are available through some trainers in-car. Ask your designated trainer for details.

Payments for block courses of lessons are payable in full on or before the first day of the course. Courses cancelled before the completion of training will be refunded based on the full hourly rate for lessons taken. There will be an administration fee equivalent to one hours lesson charge (standard rate). Block booking lessons must be used within 6 months unless otherwise agreed. Any remaining value may be forfeited after this time at the Instructor's discretion. Where this is not appropriate, partial refunds may be issued on request.

In some circumstances, such as intensive or semi-intensive bookings or late notice tests, trainers may agree separate payment and refund conditions may be agreed. These will be provided in writing and payment will signify the agreement with these special circumstances.

Better Driver Training accepts no responsibility for any payments made directly to instructors.

48 hours notice of cancellation of a lesson is required. Failure to give 48 hours notice will result in a cancellation fee equal to the agreed lesson fee.

If the instructor cancels a lesson without prior notice due to unforeseen circumstances another lesson will be arranged with the pupil at a mutually agreed date and time.

In the event of a refund any cancellations which have not been paid for will be charged before a refund is given.

Your instructor reserves the right to charge an administration fee equivalent to the Instructor's standard hourly rate on your refund.

Lateness, Unattended Lessons/No Shows

It is the drivers responsibility to inform the Instructor if they are going to be late. Where possible the Instructor will try and accommodate this, but their schedules are limited and cancellation fees may apply.

Due to the nature of traffic, Instructors may be delayed due to traffic or prior lessons. It is acceptable for the Instructor to be up to 5 minutes late without having to contact the driver. Time will be added on or carried over where mutually agreed.

In the case of the Instructor being excessively delayed they will make best efforts to achieve the following:

- Contact the driver via text or phone call
- Provide an estimated time of arrival
- Rearrange lessons if needed

In the case of a driver not showing up for an arranged lesson Trainers will take reasonable measures to contact the driver. These may include knocking/ringing, texting or calling. Trainers will wait for 15 minutes unless otherwise arranged.

In the event of a uninformed absence, lessons will be chargeable at the full rate as per the 48 hour cancellation policy.

If an Instructor misses a lesson for any reason, they will arrange it at their earliest convenience. These occurrences will be assessed on a case by case basis.

Tests and Examinations

Payments to the DVSA are for the examiners services only, and not those of Better Driver Training or the Instructor.

Payments to Better Driver Training or the Instructor are for the Instructors time, not car hire. Tests will be charged at an hourly rate approximate to that needed for the test. This includes necessary debriefs or discussions. The time used may not directly match those charged, but Better Driver Training have no control over the test and scheduling.

Drivers are responsible for bringing their licence to the test centre. Failure to produce your licence will result it no test taking place but the test and Instructor costs will still be payable in full. Drivers will also be responsible for ensuring the correct dates and times of the test, and for informing the Instructor of any changes made by the DVSA.

Accounts must be paid up in full, inclusive of the test BEFORE the test time or the vehicle may not be insured for test purposes as disclosed on the DL25 form.

If you are found to have deliberately endangered the car on test you will be liable for the costs associated with the insurance, repair and costs.

Better Driver Training and its Instructors reserve the right to refuse use of the Instructor's vehicle for test purposes and this is subject to their professional judgement. Refusal may occur up to the day of the test if there are safety, legal or preparedness concerns. This may also apply on the day of the test if there are concerns regarding the safety of persons or property. This will not affect the Instructor's right to charge the lesson or test fee in full. Guidance of the instructor for booking and taking the test is essential and there is no obligation to make a vehicle available. The 48 hour cancellation policy still applies.

Drivers must get the Instructors permission before booking the test. Better Driver Training are not liable for any costs or losses.

Website

All information displayed on the website is checked and accurate to the best of our knowledge at the time of publication. Better Driver Training are not responsible for its use once it leaves the site.

Post Test

Better Driver Training Instructors do their best to prepare drivers inside of their budgetary and time constraints.

Driving beyond training sessions is outside of our control. Better Driver Training accepts no liability for actions taken by the driver outside of training or post-test. Driving is often situationally dependent and Instructors will do their best to develop an individuals understanding to cope with varied road conditions and situations.

Religious and Cultural requirements

Please discuss any religious, cultural or other restrictions with your Instructor in advance of the lesson. Please make your instructor aware of any fasting or other activity or practice that may affect your ability to drive.

Disclaimer and Limitation of Liability

To the fullest extent permitted by law, Better Driver Training and its associated Trainers, Instructors, or franchisees shall not be held liable for any loss, damage, injury, or inconvenience arising from:

- The actions or decisions of any individual Instructor operating under the Better Driver Training brand, who acts as an independent contractor;

- Any delays, cancellations, or interruptions to training caused by external factors beyond reasonable control (including but not limited to traffic conditions, vehicle issues, illness, or DVSA scheduling);
- The conduct, competence, or performance of any driver following completion of training or during unsupervised driving;
- Use of any private vehicle provided by the customer for training or test purposes;
- Any act or omission by the customer, including failure to follow advice, instructions, or legal obligations as a driver.

Better Driver Training acts as a facilitator of training services, and all contractual arrangements, lesson delivery, and payments are made between the individual Instructor and the Customer.

Nothing in this disclaimer shall exclude or limit liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be excluded by law.

We will not be held responsible for any delays or cancellations due to events outside our control, including extreme weather, illness, traffic conditions, breakdowns or emergencies.

Contacts and Complaints

Chris Bensted
07775 809833
chris@drive-better.co.uk

Ian Brett
07530 984275
ian@drive-better.co.uk

Freephone from landline and mobiles 0800 118 5038
team@drive-better.co.uk

Postal Address:
94 Trevor Drive,
Maidstone,
ME16 0QX
Amended: 29/06/2025

These terms shall be governed by and construed in accordance with the laws of England and Wales, and subject to the exclusive jurisdiction of the English courts.

If any provision of these terms is held to be invalid or unenforceable, the remainder of the terms shall remain valid and enforceable.

These Terms and Conditions replace any previous versions.

The most up to date Terms and Conditions can be found on our website at www.drive-better.co.uk