

Terms and Conditions

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](http://www.gov.uk) website. However, we are often more able to take action directly - our customers are important to us. This does not affect your statutory rights.

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. This includes any potentially unrelated allergies or learning needs.

The driver must demonstrate that they can read a standard car number plate at a distance at 20.5m (67 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. The lesson fee will be payable in full. 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, it is the owner and pupils responsibility to make sure that all legalities are addressed. 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. The instructor is legally obliged to report the details of any driver to the relevant authorities on request. This does not affect your statutory rights.

Data Protection and Driver Tracking

In order to operate effectively Better Driver Training are required to keep records including personal information, track records of progress and experience, and may use technology to keep track of this. Better Driver Training will ensure they take reasonable measures to protect individuals information. Should you wish to see a copy of this information please ask your instructor or get in touch on the contact details at the end of this document.

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 any photos, videos, testimonials or quotes as necessary to promote the business. 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.

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.

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

Better Driver Training operates as a 'franchise agreement' with its Trainers. 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 at the beginning of each lesson unless agreed with the Trainer delivering the training.

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 bookings must be used within 6 months of payment or the remaining funds will be forfeited unless otherwise agreed with the instructor delivering lessons in writing.

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 an unformed 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 cars for test purposes up to and including the day of the test. 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. Better Driver Training and individual Instructors can not be held accountable for the use of learnings outside of lessons or post test/training. Driving is often situationally dependent and Instructors will do their best to develop an individuals understanding to cope with varied road conditions and situations.

Additional terms and conditions due to the novel coronavirus (COVID-19) and 'new-normal' as it develops.

These are in addition to the standard company terms and supersede them where required.

Acceptance of these terms and conditions shows understanding, agreement, and mitigates the Instructor and company of any additional responsibility caused by COVID-19 as long best practice was followed. This does not affect your statutory rights.

The fundamental aim of all interactions between the client/pupil and Instructor is to ensure safety of both individuals and to make the risks involved as low as reasonably possible. It remains the sole responsibility of the client/pupil to raise any concerns, in advance of a lesson or booking.

Due to the risks associated with COVID-19 and the requirements of the driver training environment, the Instructor and driving school cannot be held responsible for the health of the client/pupil as long as reasonable measures are taken. To do this, the Instructor will be following 'best practice' guides such as:

<https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19>

Specifically: <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/vehicles>

Because of the already risk focussed environment, much of the safety assessments are already in place and our company risks assessment can be found at <https://betterdrivertraining.co.uk/covid-19-steps-for-safety/>. Furthermore as the COVID-19 situation develops we will be operating a rolling risk assessment. The client/pupil will be informed of any major changes in advance of their booked lesson.

Due to the increased use of chemicals being used to ensure a clean working environment, please consider any additional health risks. If you need an inhaler, epipen or similar please inform your instructor and ensure you have it in an accessible place.

Personal Protective Equipment (PPE)

(Your individual instructor will provide you with your requirements for lessons)

Suitable PPE will be worn by your instructor. If you have any concerns, please raise them with the Instructor directly - we are all trying to keep each other safe.

Client/Pupils will be required to use the PPE highlighted and take suitable steps to ensure their own safety. These steps include washing/sanitising hands before entering the vehicle and advanced warning of any symptoms.

Please discuss any religious, cultural or other restrictions with your Instructor in advance of the lesson. This may include, but is not limited to, sanitiser or cleaning products which may contain alcohol.

If COVID-19 symptoms occur (as outlined on the NHS website) you must contact your Instructor immediately. In the case of COVID-19 there will be no cancellation charge and a 14 day isolation period starting from that date in which lessons will not be taken.

If you receive contact from 'Track and Trace', you must notify your instructor immediately.

Contacts and Complaints

Chris Bensted
07775 809833
[**chris@drive-better.co.uk**](mailto:chris@drive-better.co.uk)

Ian Brett
07530 984275
[**ian@drive-better.co.uk**](mailto:ian@drive-better.co.uk)

Freephone from landline and mobiles 0800 118 5038

Postal Address:
70 New Road,
Ditton,
Aylesford,
ME20 6AD

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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**](http://www.drive-better.co.uk).