

# Positive Evolution

## Terms Of Service

### 1. Definitions

You (The Consumer), I (The Independent Driving Instructor with whom the contract is made), Positive Evolution (the collective name for the driving schools).

CPD (Continuous Professional Development)

DVSA (Driving & Vehicle Standards Agency)

### 2. Introduction

The following terms and conditions represent the basis upon which I, as a member of Positive Evolution, offer driving lessons/courses to you (The consumer).

Please note each driving school is independently owned and run, thus this contract for service is between you (The Consumer) and I (The Independent Driving Instructor).

However, my continued membership of the Positive Evolution is dependant upon me maintaining the high standards set forth by the Positive Evolution, and my operation within the contract. Positive Evolution is a separate entity which is authorised to act as a booking agency, sharing platform, complaints department and training centre. This contract will become null and void should my membership to Positive Evolution lapse or is revoked, for any reason.

### 3. General conduct

I will be courteous, polite, tidy and punctual. I will behave in a professional and ethical manner at all times. My training car will be well maintained, clean and tidy (within reasonable grounds). My car is fitted with dual controls and is fully insured for driving tuition purposes. I will not smoke in the training car at anytime, nor will I use lesson time for any other form of business, personal or otherwise without your express permission.

### 4. Fines and penalty points

It is your responsibility to inform me of any penalty points current or pending on your licence before your first lesson or next lesson if incurred during or between our lessons. You will be solely responsible for any fines or penalty points incurred during any of our lessons or driving test, while you're in control of the vehicle. This includes but is not limited to your failure to follow instruction.

## **5. Qualifications**

I am legally authorised to give driving tuition in the UK by the Driver and Vehicle Standards Agency (DVSA). I use regular CPD to make sure all teaching/coaching techniques are safe and up to date.

## **6. Course materials**

When you purchase lessons (driving course or otherwise) I may provide course materials within that service. These are yours to use as you see fit. I may provide certain course materials that I require to be returned at the end of use, for these I will require a security fee, which will be returned upon receiving the materials back in good working order. If returned in non working or incomplete packaging I reserve the right to charge the security fee in order to recoup any loss involved.

## **7. Driving licence and eyesight**

As required by law, you must hold a current, valid driving licence (UK provisional or full), which must be produced at the start of or before your first driving lesson. I may also require to know your National Insurance number in order to check your licence details. It will be necessary for me to keep copies of data from your licence for my own records (See GDPR Form for details). I may also keep a scan or photo of your licence for my records. You must also check you can read a regulation number plate from the required distance of 20.5 metres or 67 feet, if you require visual aids to do so (ie glasses or contact lenses) these must be used at all times while driving.

## **8. Safety, comfort and well being**

Safety is a shared responsibility as identified below;

In the interests of comfort and safety you're advised to wear suitable footwear and clothing. It is important to inform your instructor of any medical conditions or illnesses (including medications) that could affect your driving or wellbeing during lessons. It will be your responsibility to inform your instructor of what to do in case of an episode. I cannot be held responsible for any injury that may occur during such an event. It is important you act responsibly at all times and give your undivided attention to the driving task at hand.

Should anything be distracting you during a lesson it is important you make me aware of this fact even if it's something I'm doing. Similarly if you are feeling uncomfortable or uneasy about any driving task please let me know. I will be grateful for your feedback and I will think no less of you for doing this.

In an emergency situation it is important you follow my instructions and allow me to take control of the steering wheel if necessary to avoid an incident. I may also need to make use of my dual controls (brake and/or clutch pedals) and thus override your use of them. As soon as it is safe to do so I will advise you of the reasons for why I took this action, and if

necessary help you calm down where possible. Any subsequent discussion will be about what can be learnt, not about placing blame. I will do my best to deliver any instructions or take any actions (even in emergency situations) in a calm manner so as not to make you feel uncomfortable or dishearten in any way. I will not shout at you or use derogatory remarks.

You can be assured that I will not use improper language, suggestive behaviour or physical contact. If you feel this has happened, please raise your concern as soon as possible. In the event it becomes apparent you are unable to concentrate due to illness, tiredness, or your emotional state of mind I reserve the right to terminate the lesson early or require your agreement to choose an alternative learning activity which can be undertaken safely.

## **9. Driving under the influence**

To ensure the safety of you and other road users I reserve the right to cancel any lesson if you are or I suspect you to be under the influence of alcohol or drugs (prescribed or otherwise) including legal highs. If this occurs the full training fee for the period in question will be lost or charged.

Please remember that drugs and alcohol are capable of remaining in your blood, and therefore will still affect you for many hours after use/consumption. Because of this fact, I ask that you refrain from any such activities for a minimum 24 hour period before your lesson commences.

## **10. Lesson postponement**

You may lose, or be required to pay for, any lessons booked in my diary which are postponed or cancelled by you, especially if I am unable to obtain replacement work for those appointment(s). However I reserve the right to postpone lessons should unforeseen circumstances take place (ie vehicle problems, emergency situations or appointments).

It may also be necessary to postpone lessons due to weather or road conditions making for an unsuitable or dangerous learning environment. Unfortunately, I cannot be held responsible for any costs incurred as a result of me having to postpone any lessons, for any reason.

## **11. Bookings**

You are responsible to ensure all information of your booking is current and correct. Any time lost trying to rectify such issues will be at your expense.

## **12. Punctuality**

In your own interests you are advised to be punctual for your lesson appointments. All such appointments should be recorded (and checked where possible with me) in an Appointment Record to ensure mistakes are avoided.

I would normally wait for you a maximum of 15 minutes before the lesson would be abandoned and the lesson fee forfeited or become due for payment. A reciprocal waiting time may become necessary if I am delayed due to unforeseen circumstances. I will make up any lesson time lost as a result either at the end of the lesson time or at a time convenient to me as soon as reasonably possible. Any such short fall should be recorded and will require my written authorisation.

## **13. Payments**

You are required to pay for lessons/courses at the time of booking in order to hold the booking/appointment. If payment is not received by 48 hours before the lessons you may risk losing your booking. The deposit or subsequent training fees paid are not refundable in the event you decide to cancel the training once booking is confirmed and placed in the diary, subject to the refund policy below. At this point a binding contract is made between yourself and I. This does not in anyway affect your statutory rights to be provided with the goods and services you have brought. (See Your Rights section).

## **14. Courses/ Gifted lessons**

Once paid for you will have a maximum time limit of 6 months from date of purchase (unless stated otherwise) to use said booking/ gifted hours. If not used within this time period the hours and the fee will be retained by.

## **15. Refund policy**

Once a service has been provided there will be no right to refund, if a booking is cancelled within the cancellation period, of 48 hours for under 10 hours in one week or 14 days for over 10 hours in one week, the full amount of the booking will be lost or come due for payment.

Should you have hours remaining to be used and chose not to use them for any reason you'd only be entitled to the money from the remaining hours, if any discount was added to the payment for said hours, ie a block booking, then the hours used would be charged at the non-discounted rate and the remaining amount due for refund.

A full refund will be given if I am unable to provide services for your booking as long as details for the booking are correct, including any special terms I would need to be aware of. Provided said services had not started taking place, in which case the full price of the service will be charged and is non-refundable.

## **16. The Driving Test**

### **16.1 Bookings**

Driving tests can be booked by You or I on your behalf. Driving test bookings always take priority over other lessons. Therefore, your lesson may be postponed to allow for someone else's driving test and vice-versa. You will be notified of changes to lesson bookings as a result of this immediately. Test appointments must be notified to me as soon as they are known to you, otherwise I cannot guarantee to provide a vehicle for the test or any lessons just prior to it.

### **16.2 Use of the vehicle**

In the interests of customer and public safety I reserve the right to withhold the use of the training vehicle for test if, in my opinion, your driving is actually or potentially dangerous - behaviour which if repeated on a test would result in test failure.

### **16.3 Test cancellation**

Notice test fees are controlled by the DVSA, therefore to cancel you'll need to abide by their cancellation policy of three clear working days (Sundays and public holidays excluded) in order to cancel, or postpone a test. Failure to provide the required notice will result in the loss of the test fee. I cannot be held responsible for any postponement or cancellation of tests by you or the DVSA.

## **17. Complaints**

I ask that you give me the opportunity to resolve any complaints by bringing them up with myself in order to try and resolve the issue quickly. Please be sure to make your complaint promptly so it can be investigated properly. If you do not feel comfortable discussing the issue with myself or are unhappy with how the complaints have been dealt with, then you can escalate the issue to the Positive Evolution complaints department by issuing a full statement, for investigation to the email address: **learn@evolutionautomatic.uk**.

If you wish to report improper behaviour or physical contact it is important to raise the issue quickly so we can report it to the Driving Standards Agency, the decision will be for them to make. Positive Evolution will do their best to help with your complaint, however the final decision lies with the owner/operator of the business.

## **18. Your Statutory Rights**

Nothing in these terms and conditions will affect your statutory rights relating to faulty goods or services provided. I have a statutory obligation to provide you with goods and services fit for the purpose for which they were brought, and as described. If you have any doubts about your statutory rights please contact your local Trading Standards Department or Citizens Advice Bureau.