

These Terms and Conditions are the standard terms which apply, including Covid Restrictions, updated 01.01.2022

A. to the provision of driving tuition by driving instructors working under a self employed franchise basis with ELITE Driving Instructor Training Ltd (Trading as ELITE Driving School) of Northside House, 69 Tweedy Rd, Bromley BR1 3WA, Registered Company Number 06433522, to pupils that require such tuition.

B. where the Pupil is a “Consumer” as defined by the Consumer Rights Act 2015.

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**1. Definitions and Interpretations**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business” means any business, trade, craft, or profession carried on by You or any other person/organisation.

“Consumer” means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the instructor who receives tuition from the Instructor for the customer’s personal use and for purposes wholly or mainly outside the purposes of any Business;

“Data Protection Legislation” means the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), as amended, or replaced from time to time

“Instructor” means the driving instructor(s) assigned by Us to the Pupil from time to time;

“Price List” means the School’s standard price list for driving tuition. The list is available from [www.elitelessons.co.uk/elite-driving-school-prices.html](http://www.elitelessons.co.uk/elite-driving-school-prices.html)

“Pupil/You/Your” means the individual recipient of driving instruction;

“Regulations” means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; and

“School/We/Us/Our” means ELITE Driving School whose place of business and contact address is Northside House, 69 Tweedy Rd, Bromley BR1 3WA OR

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and

1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;

1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

1.4 Words signifying the singular number shall include the plural and vice versa;

1.5 References to any gender shall include the other gender.

## **2. Driving Instructors**

2.1 The Instructor is a self-employed franchisee and is not employed by the School. As such, the School is not a party to any contract that might exist between the Instructor and You (but see Clause 11.5 as to Our responsibility and liability for his/her acts or omissions); and

2.2 The Instructor is registered with the DVSA as an approved driving instructor (ADI) and his/her ADI registration will be up to date. He/she shall display his/her current DVSA ADI registration certificate in any vehicle that he/she uses for a lesson, and will ensure that that ADI certificate is kept up to date at all times.

### **3. Driving Lessons**

3.1 A lesson will only be made available to You if You have a pre-booked appointment for it. You should book a lesson with the Instructor either in person, by telephone, via SMS, or via the ELITE App, following an initial booking made through the School. It shall be Your and the Instructor's responsibility to agree all matters relating to each lesson including, but not limited to, date, time, location and duration;

3.2 Your request to the Instructor to book a lesson will be an offer, but whether to accept any request will be for the Instructor to decide in his/her discretion. Only if and when he/she tells You that he/she accepts Your request for any particular lesson(s) will there be a binding contract between You and Us for that/those lesson(s), and your booking will be logged within your ELITE App;

3.3 If You wish to make a booking for two or more lessons by means of a single booking and in his/her discretion the Instructor accepts that booking, Our contract with You will be for all of the lessons concerned;

3.4 Neither We nor the Instructor will reserve any lesson slots or guarantee regularity of lessons over any period of time or on any particular date and/or time except that We and the Instructor will reserve a particular lesson slot for You if and when the Instructor accepts a booking for it from You. Nevertheless, We and the Instructor shall use reasonable endeavours to make available regular lesson slots for You;

3.5 If You know You are going to be late for a lesson, You should contact the Instructor to tell him/her. If You arrive (or are not ready) later than 15 minutes after the scheduled start time for Your booked lesson, the Instructor will try to provide that lesson but if the Instructor decides that he/she cannot do so, the lesson will be treated as cancelled without notice by You and, if the Instructor then decides to make a charge for that lesson cancelled without notice, sub-Clause 3.7 below will apply;

3.6 You may cancel a lesson without charge if You give the Instructor at least 48 hours prior notice of the cancellation and if You do so We will refund to You (or will ensure that the Instructor does so) any sum You paid in advance;

3.7 If You do not give the Instructor at least 48 hours prior notice of cancellation of a lesson, the Instructor will be entitled to charge You for any net financial loss that he/she suffer due to Your cancellation;

3.8 If, due to exceptional circumstances, including, but not limited to, illness, accidents and bereavement, You cancel a lesson without giving the Instructor at least 48 hours prior notice, he/she will consider the circumstances, and try fill that time slot with another pupil. It at in his/her discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 3.5 and 3.7;

3.9 If We or the Instructor wish to cancel a lesson, We or he/she may do so without incurring any liability to You (and You will not have to pay for that lesson);

3.10 Notwithstanding sub-Clause 3.9, We or the Instructor may, without incurring any liability to You, cancel a booked lesson at any time before the start time of that lesson, where either:

3.10.1 due to the Instructor's illness, unavailability of a suitable vehicle, or other reason beyond his/her or Our reasonable control, he/she is not available or We or he/she are not able to provide the lesson fully or properly. If the lesson is cancelled in such circumstances, We will refund (or will ensure that the Instructor does so) to You in full any advance payment that You have made for that lesson, or reschedule the lesson; or

3.10.2 the Instructor has reason to believe that You are not fit to drive at the time of the lesson due to any factors including, but not limited to, alcohol, drugs (whether prescribed or otherwise), illness or other medical condition. If We or he/she cancels the lesson for such reason, We shall be entitled, at Our or the Instructor's discretion, either to charge You for that lesson or not to do so, but in deciding whether to charge You, We and he/she shall act reasonably;

3.11 the Instructor shall use all reasonable endeavours to start a lesson at the time which You have booked but the start may be delayed by overrun of a previous lesson or by other circumstances. If a delay to the start is at least 15 minutes, or if at any time before or after You or the Instructor arrives for a lesson We or the Instructor notify You that there will be a delay of at least that time, You may cancel and will not have to pay for that lesson and We will refund (or will ensure that the Instructor does so) to You in full any advance payment that You have made for that lesson. If, however, in those circumstances You do not cancel the lesson, the Instructor shall add on to the lesson the time by which the start is delayed at no charge to You or, if that does not suit You, he/she shall add it on to a subsequent lesson, or if You do not book a further lesson, We will refund (or will ensure that the Instructor does so) a part of the fee for that lesson in proportion to the part of the lesson not added on; and

3.12 You will be told that you will have to read a number plate at a distance of 20.5m with or without eyesight correction before entering the vehicle. Failure in being able to read a number plate at the prescribed distance will equate to you not legally being allowed to drive the vehicle. Your instructor will either provide you with a theory lesson only, or the lesson will be forfeited at full rate. Therefore please ensure you have an eye test and have eye correction if you feel that you may require it well in advance of the lesson.

### **3C. Post Covid-19 lockdown restrictions Additional Terms and Conditions (Updated 01/01/2022)**

#### **3C.1 Customer risk acceptance:**

ELITE, and all our driving instructors will follow government and industry guidelines to put into place all reasonable and practicable measures to provide a safe system of work and minimise the potential risk of spread of the disease within their vehicles. We strive to provide an environment that is as safe as possible for our customers and staff. In booking driving lessons with ELITE, you the customer accept that it is impossible to fully eliminate the potential risk due to the inability to exercise social distancing within a vehicle, and agree that neither ELITE nor our instructors accept any responsibility for that risk. As such you solely and freely agree that it is your choice and decision to accept those risks and abide by the terms set out below. As this is an unprecedented and fluid situation there may be further necessities not covered within these terms currently, so we will also support any reasonable requests made to you by one of our instructors in facilitating the reduction of the risk following their individual assessment of your circumstance and needs.

### 3C.2 Booking confirmations:

As a new customer, you will receive an SMS message from us containing an invite and a link to download the ELITE Driving School "Total Drive" App for iOS or Android. When you first open the Total Drive App you will be asked to accept these terms and conditions. Once you have accepted these terms and open the App you will see the details of your first lesson booked.

You will also receive a message through the App confirming, cost of the lessons, plus details of how to pay your instructor.

As an existing customer, when booking future driving lessons directly with your instructor you will receive a notification through the App.

Payment for any booked lessons must be received by the instructor at least 48 hours prior to the lesson. Failure to make advance payment may result in the lesson being cancelled.

### 3C.3 Before the first lesson:

You will receive a telephone call from your instructor normally at least 24 hours before your lesson to introduce themselves, confirm some details, and complete a verbal risk Covid assessment.

You will be asked to provide a 'driving licence check code' so that your instructor can evaluate your driving licence. The 'check code' can be obtained at: <https://www.gov.uk/view-driving-licence> To get this code you will need your driving licence number and National Insurance number. The code lasts for 21 days and can only be used once. For the instructor to look at the code they will need you to supply them with your share code and the last 8 characters of your driver number which **can be found on your driving licence. You can send this information directly to Your instructor, and they will check the licence details within 24 hours before your lesson takes place.**

You will also be told that you will have to read a number plate at a distance of 20.5m with or without eyesight correction before entering the vehicle. Failure in being able to read a number plate at the prescribed distance will equate to you not legally being allowed to drive the vehicle. Your instructor will either provide you with a theory lesson only, or the lesson will be forfeited at full rate. Therefore please ensure you have an eye test and have eye correction if you feel that you may require it well in advance of the lesson.

### 3C.4 Your instructor will also check whether:

You have any symptoms of coronavirus such as a cough or a high temperature – find out more here: <https://www.nhs.uk/conditions/coronavirus-covid-19/symptoms/>

You know, or have been in contact with, anyone that is showing symptoms

You, or anyone they have been in contact with, have travelled from a high risk region

It is important that you answer these questions honestly as you do not want to put the instructor or any of their other pupils at risk. This will also avoid the lesson being cancelled halfway through if the instructor decides you are not well enough, which may have financial implications to you.

During the call, your instructor will also request that you wash your hands thoroughly for at least 20 seconds, in line with government guidance, immediately before leaving the house or place of work to attend the driving lesson.

On the call your instructor will also advise you that:

There will be no handshakes or physical contact

They will be keeping AT LEAST TWO OF the windows open at all times

The car will be sanitised before you get in

You will need to pay for your first lesson at least 48 hours in advance via bank transfer directly to your instructor, or by credit or debit card via our website (LINK PROVIDED UPON REQUEST TO [info@elitelessons.co.uk](mailto:info@elitelessons.co.uk) . We will send you the details you need to make payment directly to your instructor within elite app. For future lessons some instructors will ask you continue to pay by the same contactless method due to the Covid transmission risk, whilst some may be willing to accept cash as the Covid situation improves. You will agree this with your instructor directly. All payments will be logged in your app and you will receive a receipt, Failure to pay 48 hours in advance of the lesson will result in the lesson not going ahead, and payment will need to be made before any future lessons are booked into the instructor's diary.

3C.5 Your ELITE App will ask you "Check in" before each lesson. This is to confirm that you know that you have a lesson, that you have made payment, and that you continue to agree with these terms and conditions. Failure to "Check in" may result in your instructor not coming for your lesson, but may still charge you for the lesson.

By booking lessons with ELITE you the customer accept that it is impossible to fully eliminate the potential risk due to the inability to exercise social distancing within a vehicle, and agree that neither ELITE nor our instructors accept any responsibility for that risk. As such you solely and freely agree that it is your choice and decision to accept those risks and abide by the terms set out below, and that you agree to the risks.

Once the instructor arrives at the pick up point they will again assess whether you are well enough to start the lesson.

3C.6 If The Instructor is not 100% happy with your state of health or demeanour, they will not start the lesson and explain that the lesson will have to be postponed until you have recovered.

During the lesson Your instructor will also advise you that:

Any writing should be done by them – Do not share a pen or device. If you do, they will clean with anti-bac wipes straight afterwards

Training resources will be held up and not passed between the two of you

You should try to avoid directly facing each other when discussing scenarios

If they are going to provide a demonstration drive, they will need to wipe down the controls before and after. If you are wearing gloves, then change the gloves just before and after the demo drive

At least two windows will be open to some degree for ventilation, even in wet weather. In hot temperatures, the air conditioning may not be used

The trainer will teach pupils about recirculated air, and why using this function is particularly risky at present, if the car has this facility

Discussions during the lesson may be held outside of the car, and it is advised that regular breaks outside of the vehicle should be taken anyway, and the vehicle aired

Lessons may be of a longer duration to minimise the number of clients entering the car each day, and therefore minimising the risk of infection, and allowing more time to thoroughly clean the car between each client

You will not be able to have anyone accompany you and sit in the back of the car during your lesson

### 3C.7 Face coverings/mask:

We are advising all our instructors to wear face coverings for their own protection and the protection of their clients, whether or not it is stipulated by law at any time. However, we accept that in certain circumstances this may not be possible due to certain health conditions. In return we expect our customers to supply and wear their own face mask to protect our staff. Unless they too have a satisfactory reason not to wear a mask, failure to bring a face mask may result in the lesson not going ahead, but will still need to be paid for. This is at the instructor's individual discretion. Some instructors may have face masks available for purchase. If you need a face mask, then you should clarify if the instructor can supply one in advance of the lesson.

Plastic shields must not be worn due to injury that could be caused if an airbag was to deploy, also because of glare and possible impeded vision.

### 3C.8 Glove:

These can be used providing they do not impede the safety and handling of the vehicle, and that you do not have any allergies. They should be put on just before entering the vehicle, and you will also use sanitiser once in the vehicle. You will supply your own gloves, or the trainer may have supply of disposable gloves for you to purchase.

3C.9 As this is an unprecedented and fluid situation there may be further necessities not covered within these terms currently, so we will also support any reasonable requests made to you by one of our instructors in facilitating the reduction of the risk following their individual assessment of your circumstance and needs.

### 3C.8 After the lesson:

Once the session is finished you will be asked to take with you and safely dispose of any masks, gloves, and protective bags that contained your personal belongings, and then wash your hands

thoroughly for a minimum of 20 seconds. It may be advisable for you to change all of your clothes on return to home and wash them immediately at a high temperature to help protect your household.

#### **3C.10 Your Practical Driving Test:**

Your instructor will explain to you the processes as to how the driving test will be conducted. It is likely that your instructor may not be allowed to accompany you on the test and may also not be allowed near the vehicle at the time of the debrief at the end of the test. A strict hand washing regime is likely to be in place at all test centres, but toilet facilities may be limited at some centres. The contents of the test in terms of manoeuvres etc has not changed.

3C.11 Standard Lesson cancellations policy as under sup-clause 3.8 applies. However, If you cancel within 48 hours due to Covid symptoms, or testing positive for Covid, then your instructor may ask for proof of a negative LFT or PCR test before recommencing lessons. Your instructor may also refuse to book further lessons until an isolation period has passed. If you provide proof of a positive PCR test for the time that lesson was cancelled then we feel it reasonable that you will not be charged for the lesson.

#### **4. Location and length:**

4.1 The Instructor will agree the location for each lesson with You at the time of booking. He/she may choose a location which requires additional travel in the interests of road safety. In such cases, if You wish to be picked up and taken to that location by the Instructor, travel time will form part of the lesson time; and

4.2 In the interest of Your productivity and benefit We recommend 2 hour lessons, as this allows more repetition and experience of varied road conditions. However, your Instructor will assess and agree the most suitable lesson length for You. The minimum length of a lesson will be 1 hour and, if You and the Instructor agree, it may be increased by increments of 30 minutes

#### **5. Fees and Payments:**

5.1 You must pay Your Instructor fees for all lessons 48 hours prior to commencement of the lesson, and You will pay for lessons on an hourly basis. You can obtain information on current lesson fees from <https://www.elitelessons.co.uk/elite-driving-school-prices.html> prices, and are subject to fluctuation up or down due to market forces. All new pupil bookings will be charged at the current price. Any existing customers will be charged at the current rate when pre paid lessons have been used and new payments become due.

5.2 We may change Our fees without prior notice but if We increase or reduce the fees between the time You book a lesson and the date of the lesson [and You pay for it in advance of the lesson], the price increase or reduction will not apply to that lesson but where there is a decrease We may in Our discretion decide to refund You the amount of the decrease; [and]

5.3 Your ELITE App will ask you "Check in" before each lesson. This is to confirm that you know that you have a lesson, and that you have made payment, that you continue to agree with these terms and conditions. Failure to "Check in" may result in your instructor not coming for your lesson, but may still charge you for the lesson.



5.4 You shall make payment of Our fees in advance by electronic bank transfer directly to your instructor or Us, or by debit or credit card via Our website (link available upon request), or cash directly to the instructor.

5.5 The Instructor shall record all payments on Your ELITE Driving School App, which You will be sent a link to download and login to; [and]

5.6 Any payments made by credit / debit card or electronic bank transfer to Our account will be processed by Us and upon receipt of cleared funds the full amount credited immediately directly to your instructor, upon which ELITE Driving Instructor Training Ltd will not accept responsibility for any acts, default or failure on the part of the instructor not to carry out their obligations.

5.7 Any fees for driving tests will NOT be accepted by ELITE or your instructor and should be made directly to the Driving Standards Agency (DVSA).

5.8 We do not accept any responsibility whatsoever for any acts, default or failure on the part of the instructor not to carry out their obligations.

5.9 Any advance payments made for lessons are made on the understanding that those lessons will be taken within 3 months of the payment being accepted.

5.10 We do not hold any payment card or account details on record.

**5V Gift vouchers:**

5V.1 In addition to the terms below, normal terms and conditions as stated above apply to the purchase of gift vouchers and booking of lessons.

5V.2 Gift vouchers are non-transferable and can only be used by the person named on the voucher.

5V.3 Lessons must be taken before the expiry date stated on the vouchers. The expiry date will be 3 months from the purchase or a pre arranged and agreeable date (e.g. a birthday or Christmas day), the same as normal advance payments.

5V.4 Gift vouchers must be paid for by bank transfer, or debit or credit card.

5V.5 Once payment has been received vouchers will be dispatched same day by Royal Mail 1st Class delivery, or by email.

5V.6 Vouchers will only be issued to individuals residing in areas that ELITE have instructor coverage in at the time of order.

5V.7 Booking of lessons are subject to instructor availability at time of booking.

5V.8 If due to unforeseen circumstances there is no instructor availability at the time of booking then a full refund will be issued to the purchaser of the vouchers.

**6. Instructor's Obligations; The Instructor shall, at all times:**

6.1 use his/her reasonable endeavours to provide driving instruction at the agreed lesson times;

6.2 use his/her reasonable endeavours to train You to a high standard, but shall not be responsible for any errors made by You;

6.3 be professional and courteous towards You and other road users;

6.4 act in accordance with the DVSA Code of Practice for Approved Driving Instructors (a copy of which You can obtain from Us on request); and

6.5 act in accordance with the law.

6.6 The instructor endeavour to regularly update Your progress in your ELITE Driving School App, and encourage You to review this on a regular basis. It is Your responsibility to ensure that you update Your Pupil "Reflective Log" after each lesson to assist Your Instructor in providing you with a Client Centred Learning experience.

## **7. Your Obligations**

7.1 You confirm that in connection with your request(s) to receive driving tuition from Us and any Instructor, You are and will be a "consumer" as defined in Clause 1 above;

7.2 You must hold a valid UK driving licence (either provisional or full) and ensure that it is current and valid;

7.3 You must present your photo card driving lesson AND a DVLA share code to allow your instructor prior to You first driving lesson, and subsequently upon request;

7.4 If requested by Your instructor you shall use the share driving licence service <https://www.gov.uk/view-driving-licence>

7.5 If You have been banned from driving and are training for a retest, You must be legally entitled to take tuition and must present proof to the Instructor of that entitlement;

7.6 You must demonstrate Your ability to read a number plate from the distance specified in the Highway Code at the date of these Terms and Conditions;

7.6 You must always wear any relevant prescribed glasses or contact lenses;

7.7 You must inform the Instructor of any medical conditions or prescribed medication which may affect Your driving ability; and

7.8 If You fail to comply with one or more of sub-Clauses 7.2 to 7.7 above or We or the Instructor find that you are not a "consumer" (as defined in Clause 1 above), We or the Instructor may immediately cancel one or more lessons. If the Instructor does so, he/she may in his/ discretion still charge for the cancelled lessons.

## **8. Vehicles and Insurance**

8.1 We shall ensure that all vehicles provided by Us and/or the Instructor are fitted with dual controls, are fully roadworthy, taxed, have a valid MOT (where relevant), and are fully insured for the purposes of driving instruction; and

8.2 [You may request to use Your own vehicle. Whether You use Your own vehicle is for the Instructor to decide at his/her sole discretion. You must provide proof to the Instructor of Your vehicle's roadworthiness, tax, valid MOT (where relevant) and suitable insurance for the purposes of driving instruction.].

## **9. Driving tests**

9.1 The Instructor shall discuss driving tests with You and shall inform You when he/she feels that You are ready to take a test;

9.2 You shall be responsible for booking theory and practical tests. It shall be Your responsibility to check the details of the test on Your DVSA confirmation email, and we recommend that you forward a copy of this email to your instructor to help eliminate mistakes and / or confusion;

9.3 You must check with the Instructor before booking to ensure that the Instructor considers that You are ready for a test;

9.4 You must inform the Instructor of all details of Your test including, but not limited to, the date and location at least 10 working days before Your test date;

9.5 When You attend a test, You must take all required documentation with You. If You do not, Your test may be cancelled and You would then lose Your test fees paid to the DVSA, as well as the fee you have paid Your instructor for their time;

9.6 Unless the Instructor feels that his/her vehicle is unsuitable for a Pupil to use for their practical test or Clause 9.9 applies, the Instructor generally permit Pupils to use the Instructor's vehicle for Pupil's practical driving test, but whether the Instructor permits You to do so for Your test will be in his/her discretion;

9.7 If the Instructor has given You permission to use his/her vehicle for Your test but it breaks down or is otherwise unavailable or unusable on the date of the test, the Instructor shall use reasonable endeavours to arrange an alternative vehicle. If this is not possible, Your instructor shall pay for the replacement test;

9.8 If Your test is cancelled by the DVSA giving You insufficient time to provide the Instructor with the required cancellation notice of a booking to the Instructor, You must still pay for the Instructor's time and/or the use of his/her or Our vehicle. In that case, the Instructor will advise You on claiming compensation from the DVSA for the cost of those fees; and

9.9 If You have a test booked and in the Instructor's opinion, You do not make the expected progress in Your lessons between the date of booking and the test date, the Instructor may decide not to permit You to use his/her vehicle for Your test and We will not be responsible for any fees that You pay for the test which are lost.

## **10. Cancellation and Termination**

10.1 The Instructor may, in his/her sole discretion, terminate Your tuition if Your conduct, progress or commitment consistently falls below the standards that the Instructor reasonably expect;

10.2 You may, at any time, subject to Your meeting the requirements of Clause 3 as to giving notice of Your cancellation of lessons, terminate Your tuition by the School; and

10.3 Where sub-clause 10.1 or 10.2 applies, We shall refund to You any unused fees for lessons that You have paid in advance.

## **11. Liability**

11.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of breach of these Terms and Conditions by Us or the Instructor or as a result of Our or his/her negligence. Loss or damage is foreseeable if it is an obvious consequence of Our or his/her breach or negligence or if it is contemplated by You and Us or him/her when Our contract with You is created. We will NOT be responsible for any loss or damage that is not foreseeable;

11.2 We provide tuition only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;

11.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our or the Instructor's liability for death or personal injury caused by Our or the Instructor's negligence or for fraud or fraudulent misrepresentation;

11.4 Furthermore, if you are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

The Consumer Rights Act 2015;

The Regulations;

The Consumer Protection Act 1987; or

Any other consumer protection legislation; as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standards Office.

11.5 Subject to these Term and Conditions (and in particular without affecting Clause 2.1), we confirm that the School will be responsible and liable for any:

negligent or other act or omission of the Instructor for which, if the Instructor were an employee of the School, the School would be responsible or liable;

act or omission of the Instructor which, if it were Our act or omission, would be a breach by Us of Our contract with You;

In any such case, Our responsibility or liability shall be no less or greater or different from what it would have been had the act or omission been that of the School or its employees acting in the course of their employment.

## **12. Changes to Terms and Conditions**

We may, from time to time, change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

## **13. Data Protection**

### 13.1 How We Use Your Personal Information (Data Protection)

13.2 In so far as providing and administering tuition and any other services for You involves Us in collecting, using, or holding or otherwise processing any data obtained from You which is personal data (including, but not limited to, Your name and address), We shall only do so with Your express consent and in accordance with any lawful instructions reasonably given by You from time to time, and the provisions of the Data Protection Legislation and Your rights under that Data Protection Legislation and these Terms and Conditions;

13.3 We may use Your personal information to:

13.4 provide tuition and other services to You;

13.5 process Your payment for those services;

13.6 in certain circumstances (if, for example, You wish to pay for Our services on credit), and with Your consent, We may pass Your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation and should use and hold Your personal information accordingly; and

13.7 We will not pass on Your personal information to any other third parties (except, for the purpose of these Terms and Conditions, to the Instructor), without first obtaining Your express permission.

## **14. Regulations**

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We or the Instructor accept Your request to book any lesson) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You or ensure that the Instructor does so before We or he/she accepts Your request to book a lesson. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

## **15. Information**

15.1 all of the information described in Clause 14; and

15.2 any other information which We give to You about tuition or other services or the School which You take into account when deciding to book a lesson or when making any other decision about Our tuition or other services;

will be part of the terms of Our contract with You as a Consumer

## **16. Complaints**

All ELITE instructors are self employed, operating under Our ELITE Driving School franchise.

We always welcome feedback from Our Pupils and, whilst We always use all reasonable endeavours to ensure that We and Our Instructors provide a high standard of tuition and service to Pupils, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about tuition or other services or any other complaint about the School or any Instructor, in the first instance the matter should be resolved directly between the pupil and instructor. If the matter cannot be resolved between the pupil and instructor then You should contact us by writing to:

info@elitelessons.co.uk

16.1 Your complaint will be acknowledged within 3 working days, and following investigation, a satisfactory outcome or decision on how to resolve the dispute reached, normally within 28 days.

16.2 All Approved Driving Instructors are regulated and governed by the DVSA (Driving Standards Agency) and any unresolved disputes with an individual instructor can be referred to the DVSA customer services:

adireg@dvs.gov.uk

PO Box 280  
Newcastle-Upon-Tyne  
NE99 1FP

## **17. Waiver**

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

## **18. Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

## **19. Law and Jurisdiction**

19.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

19.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces your rights as a consumer to rely on those provisions.



t: 020 8004 6818

19.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.