

Terms and Conditions for Driving Tuition

1. Lessons will be for a minimum of 1 hour's duration if for any reason the instructor is running late he will make a concerted effort to inform the pupil of his estimated time of arrival. Should the delay be greater than 15 minutes this time will be adjusted either by holding to credit or extending the next suitable lesson, this will be made at the instructors own discretion. If in the view of the Instructor, the candidate is unfit to carry out the lesson safely; due to self-induced circumstances (e.g. Alcohol or Drugs) the lesson will cancelled with full payment applied. We will not tolerate any form of abusive behavior, this will result in the lesson/ course being terminated resulting in loss of driving course fee.
2. Driving lessons will be conducted on a one to one basis. A record of progress will be kept by the instructor and a copy retained by the candidate if requested. Take any reasonable advice that we give you in respect of your training and allow us to decide when you are test ready. We will provide you with all the necessary training in preparation for the test but cannot guarantee that you will pass your test.
3. We accept payment by cash or cheque (subject to cheque guarantee card and spend value in excess of £50). Cheques are payable to G Richards. Lessons must be paid for at the beginning of each lesson or by pre-payment block bookings, discounts for pre-payment block booking are available on request, pre-payment lessons or course payments including gift vouchers/deposits for intensive or pass plus courses are provided on the understanding no refunds will be given and all lessons/courses must be completed within 90 days of purchase (60 days if less than 5 hours left). You cannot sell or transfer lessons, driving courses, gift vouchers which have been purchased in your name to any other person. If a cheque is un-cleared by the bank a £10 service charge will apply.
4. You must hold a current valid license to drive (either photocard license with paper counterpart or a valid old style licence with valid Passport) which must be produced on your first lesson with a theory pass certificate if applicable, you must be resident at the address on your license. You will also be required to bring the valid license with you to a DSA theory test if applicable and Practical driving test otherwise you will lose your test fee. You must be able to read a number plate from a distance of 20.5metres (67 feet) using your glasses or contact lenses if normally worn.
5. You must notify Your Instructor of any matters which affect your ability or entitlement to have driving tuition, for example, but not limited to, any lack, or loss, of a valid provisional or full driving license, or medical conditions applicable.
6. In the event of a cancellation by the pupil at least *48 hours working days notice must be given for standard driving lessons, if however an intensive or driving course is booked in advance then 15 working days notice is required failure to do so will result in the lesson or course being charged at the full rate before any further lessons or courses can be booked, if any payment remains outstanding after 7 days we may consider passing the debt to a collection agency who will charge you for the recovery cost in addition to this we will also charge £5 for administration. You must notify your cancellation by (A) phone call (B) email (C) text, if by text or email please ensure it is received otherwise a charge may still apply. When cancelling this must be done within Monday to Saturday between 8am – 8pm only, * notice not including Sunday or bank holidays. If the instructor needs to postpone or reschedule the lesson the required 48 hours notice will be given (unless section. 7 & 11 applies).
7. While every care will be taken to ensure candidates receive training at the requested time, all bookings are made on the understanding that the driving school is not responsible for the postponement of training due to traffic conditions, adverse weather conditions, mechanical breakdown of equipment, illness or any other cause outside of our control.
8. Where possible lessons will be allocated for the same time every week. Constant changes in your lesson time may mean you will not be able to continue on the old time slot and will be reallocated another time and day.
9. Arrival at nominated pick up point for your lesson where there is no reply at the address in question, we will wait approximately 15 minutes. If after 15 minutes, you have not made contact or we are unable to reach you, the lesson will be abandoned and you will be required to pay for the lesson(s) in question. When not paying by pre-payment block bookings you may also be requested to provide payment in advance for future lessons.
10. On the day of the test a 3 hour lesson must be booked to allow for the test itself and a warm up period which will include a mock test. A 3 hour advance payment will be required when booked. During the warm up session both the pupil and the instructor will be required to check the vehicle for the 'Show me tell me' questions. If in the event any part on the vehicle fails every endeavour will be made to repair or replace in good time. We will not be held liable for any test fees lost as a result of the DSA cancelling the test for loss/malfunction of any part.
11. The driving school cannot be held responsible if your test is cancelled by the DSA for whatever such reason.
12. In the interest of safety we reserve the right to withdraw our training car for the driving test if in our opinion, you're driving is potentially or actually dangerous and does not meet the standard expected. Further training will then be required to meet the standard expected at a further cost to the candidate.
13. A £3.00 administration fee will be charged if we book or alter your driving test on your behalf. If we book a practical test on a candidates behalf and do not receive full payment within 7 days unless otherwise agreed, the test can be cancelled by us at any time.
14. All question papers, handouts, books, DVD, C.D rom and relevant materials referred as items remain the property of Flying Colours Driver Training.(If not returned upon request or returned damaged a fee will be charged for replacement or full deposit retained if applicable). CD Roms/DVD's (item) are provided when a deposit of £10 is paid, £5 will be refunded on safe return of the item, after it is checked undamaged in good condition. The item will need to be returned within 90 days from the date it was provided. If you fail to return any item when due then the full deposit will be taken as a penalty charge you will then be charged £4 for every 30 days it becomes overdue. You are prohibited to illegally copy under copyright law or lend the item to any third parties. If you cease to have driving lessons with us and or do not hear from you within 15 days you will need to return the item or items immediately unless otherwise agreed by us.
15. Flying Colours Driver Training accepts no liability for personal property that is left in any training vehicle.
16. All candidates should ensure that Mobile phones are switched off, prior to entering the tuition vehicle, for safety reasons. Your Instructor will not use a mobile phone whilst the vehicle is moving on a driving lesson.
17. We reserve the right to change or alter any of the terms and conditions without notice, but will endeavour to inform you of any changes
18. Flying colours driver training take the privacy of your information very seriously. We will collect and use the information you give us for the purpose it is intended. We will not disclose your information to other service providers and agents. We may keep your information for a reasonable period to contact you about our services. Consent for us to contact you by mail, telephone, email, and SMS to let you know about any services or promotions of our own business, which may be of interest to you. To use your sensitive personal data e.g. information about you, solely for the purposes for which you submit it. Where we are making arrangements on your behalf we may need to pass your information to third parties to conclude those arrangements. For example, to an insurance company in the event of an accident or Police for their records. We are committed to treating your personal data with due care and in accordance with the data protection act.