

TERMS & CONDITIONS

(Storm Driving School)

Your instructor is an independent, self-employed franchisee ('Your Instructor') of Storm Driving School Limited ('STORM@', 'we', 'us', 'our'). Where STORM@ makes bookings with, or supplies any information or documentation to You, we act as the agent of Your Instructor. The contract for driving tuition is solely between you ('You') and Your Instructor.

LEGAL REQUIREMENTS

You must be Aged 17 or over or aged 16 or over and in receipt of the higher rate of Disability Living Allowance (mobility component). You must be able to read a number plate from a distance of 20.5 metres. You must hold a valid UK provisional driving licence and legally entitled to drive in the UK.

YOUR INSTRUCTOR

Your Instructor has been highly trained and has passed the Driver and Vehicle Standards Agency's (DVSA) strict examinations. Driving Instructor's standards are also checked periodically by the agency.

CONDUCT

Your Instructor agrees to follow the DVSA's voluntary code of practice for approved driving instructors (ADI's).

Through their personal conduct and business dealings, Your Instructor will behave in a manner that brings credit to them personally, to STORM@, and to the industry in general.

TRAINING VEHICLE

You Instructor will provide a training vehicle that is equipped with dual controls, properly maintained, clean and smoke-free.

INTRODUCTORY OFFERS

Introductory offers are only available to new pupils with no previous driving experience. An Introductory offer cannot be used in

conjunction with other offers and is not transferable. Additional terms & conditions may apply to specific promotions. We reserves the right to introduce or withdraw offers from time to time.

PRICES

The price of lessons will be stated from the outset. Price increases will only be made when absolutely necessary and You will be notified well in advance of any such changes.

PAYMENTS

Payment should be made directly to Your Instructor at the start of the lesson. Your Instructor accepts payment by some or all of the following: Cash, Cheque, Credit/Debit Cards, PayPal, BACS. NB: Cheques must be made payable to the Instructor and a surcharge may apply to payments made by credit card. When paying Your Instructor by any method, you should obtain a receipt. Storm Driving School Limited. has no responsibility or liability to You for payments made to Your Instructor.

LESSONS

Lessons will start and finish at the agreed location. If, at short notice, you change where You need to be picked up from or dropped off, You may incur additional cost or reduced lesson time. Lessons are normally 2 hours in duration, unless agreed otherwise. You and Your Instructor are responsible for agreeing all matters relating to the timing, location and duration of individual lessons. You must notify Your Instructor immediately of anything which may affect your ability or entitlement to drive.

PUNCTUALITY

You are advised to be punctual for Your lessons. Your Instructor will wait for up to 15 minutes for you before abandoning the lesson. See 'Cancellations'. A reciprocal waiting time may become necessary if Your Instructor is delayed due to unforeseen circumstances. Any lost lesson time will be made up by the instructor either at the end of the lesson or at a later date.

FITNESS TO DRIVE

If for any reason, your instructor feels you are unfit to drive, your lesson will be forfeited and You may still be charged. NB: Some prescription medications can seriously reduce your ability to concentrate. Always check the label and consult your doctor if necessary.

DRUGS AND ALCOHOL

Your Instructor reserves the right to cancel any lesson if they suspect you are under the influence of drugs and or alcohol. If this occurs, You will still be charged for the lesson(s).

CANCELLATIONS

If You or Your Instructor wish to cancel a lesson, a minimum of 48 hours notice must be given. If You do not give at least 48 hours notice of cancellation You will be charged for the lesson(s). If Your Instructor cancels a lesson, without giving the minimum period of notice, Your Instructor shall arrange another lesson as soon as possible and at your convenience.

THE DRIVING TEST

Your Instructor will advise you when to book your test and how to prepare for it. You must notify Your Instructor of any test appointments as soon as they are known, otherwise he or she cannot guarantee to be available for the test.

USE OF VEHICLE

In the interests of public safety Your Instructor reserves the right to withhold the use of the training vehicle for the practical test if, in their opinion, your driving is potentially dangerous.

REFUNDS

Fees paid to Your Instructor for pre-paid lessons must be applied to lessons within six months of the date of purchase. You will not be entitled to a refund of any unused lesson fees after the expiry of this period. If, at any point during this six month period you decide

that you do not wish to take any of the pre-paid lessons, you are entitled to a refund of the remaining balance. (Exceptions may apply on specific offers & promotions, see separate terms & conditions for details). Where possible Your Instructor will refund You using the same method You used to pay for your lessons.

NB: You will not be eligible for a refund on lessons already taken.

TRANSFERRING LESSONS

You cannot sell or transfer lessons, which have been purchased in your name.

LIMITATION OF LIABILITY

Your Instructor and Storm Driving School Limited are not liable to you for any loss or damage howsoever caused. Your Instructor and Storm Driving School Limited shall not be liable for losses relating to any business interests you may have including, without limitation, lost profits, lost earnings, loss of opportunity or business or business interruption. You are reminded that Storm Driving School Limited is not party to the contract for driving tuition itself, which is between You and Your Instructor.

LAW APPLYING TO TERMS & CONDITIONS

These Terms and Conditions are governed by the laws of England and Wales.

CUSTOMER SATISFACTION

We value our customers greatly and work hard to meet all their expectations in full. However, in the unlikely event that you are not completely satisfied with any aspect of our service, please discuss your concern, in the first instance, with Your Instructor. We recommend no further lessons are taken until the matter is resolved. If you are still dissatisfied, please contact us at:

Storm Driving School Ltd.
PO Box 233, EAST COWES
PO30 9FG

Tel: 0800 083 2599

OFFERS / PROMOTIONS / DISCOUNTS

Terms & Conditions

STORM® reserves the right to remove or amend any offer or promotion at any time. All offers are subject to availability. Details of the current offers in your area can be found on our website.

INTRODUCTORY OFFERS

Introductory offers are only available to new pupils with no previous driving experience.

Previous driving experience includes: paid tuition, private practice, driving abroad, driving off-road or on private land and driving any other class of vehicle such as a motorcycle. Only one introductory offer is allowed per customer.

The full amount of any offer or promotion must be paid before the start of the first lesson.

Introductory offers are non-refundable and cannot be sold or transferred to any other person. If You decide to terminate your training prior to the completion of an offer, You will forfeit any remaining lessons.

Your Instructor reserves the right to withdraw an offer if he or she believes that You do not qualify for it. In this instance, the lesson(s) will be charged at the standard rate for your area.

10 HOURS FOR £99*

This fantastic offer is comprised of 6 hours of tuition at the start and 4 hours before Your test. Between times, regular lesson prices apply.

The initial 6 hours of lessons will be taken as 3 x 2 hour lessons, at a rate of one per week, subject to Your Instructor's availability.

Regular lessons must commence within 14 days of completing the initial 6 hours and gaps between lessons must not exceed 2 weeks, otherwise the final 4 hours will be forfeited.

Holidays, illness and instructor availability excepted.

The final 4 hours will be taken as 1 x 2-hour lesson in the week before Your practical test, and a 1-hour pre-test lesson followed by 1 hour for the test itself.

Lessons will be forfeited if a test is booked without prior consultation and agreement with your instructor. It is entirely at the instructor's discretion as to when the lessons can be redeemed.

*This offer is only available in selected areas

9 HOURS FOR £99*

This fantastic offer is comprised of 4 hours of tuition at the start and 5 hours before Your test. Between times, regular lesson prices apply.

The initial 4 hours of lessons will be taken as 2 x 2 hour lessons, at a rate of one per week, subject to Your Instructor's availability.

Regular lessons must commence within 14 days of completing the initial 4 hours and gaps between lessons must not exceed 2 weeks, otherwise the final 5 hours will be forfeited. Holidays, illness and instructor availability excepted.

The final 5 hours will be taken as 2 x 2-hour lessons in the week(s) before Your practical test, followed by 1 hour for the practical test itself.

Lessons will be forfeited if a test is booked without prior consultation and agreement with your instructor. It is entirely at the instructor's discretion as to when the lessons can be redeemed.

*This offer is only available in selected areas

5 HOURS FOR £60*

Your first 5 hours of tuition for just £60!

Lessons are normally 2 hours in duration, but Your Instructor may be able to offer longer or shorter periods, if required. Lessons booked after the introductory offer will be charged at the standard rate for your area.

*This offer is only available in selected areas

4 HOURS FOR £60*

Your first 4 hours of tuition for just £60!

Lessons are normally 2 hours in duration, but Your Instructor may be able to offer longer or shorter periods, if required. Lessons booked after the introductory offer will be charged at the standard rate for your area.

*This offer is only available in selected areas

FIRST HOUR FREE*

Receive a FREE hour of tuition when purchasing your first lesson with Storm Driving School!

This offer is only available as part of a 2 hour lesson, where the second hour is chargeable.

Lessons booked after the introductory offer will be charged at the standard rate for your area.

*This offer is only available in selected areas

BLOCK BOOKING DISCOUNTS*

Save money by purchasing 10 or more hours of lessons in advance. To qualify, payment must be made in full before the first lesson of the block. Payment cannot be made in instalments.

Pre-paid lessons must be used within six months of purchase. You will not be entitled to a refund of any lessons after the expiry of this period.

CODE OF PRACTICE

*From: Driver and Vehicle Standards Agency
First published: 11 January 2013
Last Updated: 3 July 2013
Applies to: England, Scotland and Wales*

ABOUT THE CODE

The Driver and Vehicle Standards Agency (DVSA) and the driving instruction industry place great emphasis on professional standards and business ethics.

This code of practice has been agreed between DVSA and the bodies representing ADIs listed at the end of this document. It is a framework within which all instructors should operate.

A person who gives lessons in a motor car in return for payment must be on the register of approved driving instructors (ADIs). To gain entry to the register the instructor is required to have passed the necessary qualifications to become a driving instructor.

Once fully qualified and on the register, ADIs are regularly tested by DVSA to check their continued ability to give instruction to an approved standard.

PERSONAL CONDUCT

The instructor agrees that:

They will at all times comply with the law and, in particular legislative requirements regarding the protection of personal freedoms, discrimination, data protection, trading standards, the workplace and road safety.

They will at all times behave in a professional manner towards clients in line with the Standards in the 'National standard for driver and rider training'.

Clients will be treated with respect and consideration and will be supported to achieve the learning outcomes in the 'National

standard for driver and rider training' as efficiently and effectively as possible. They will ensure that their knowledge and skills on all matters relating to the provision of driver training comply with current practice and legislative requirements.

They will try to avoid physical contact with a client except in an emergency or in the normal course of greeting.

BUSINESS DEALINGS

The instructor agrees that:

They will safeguard and account for any monies paid in advance by the client in respect of driving lessons, test fees or for any other purpose and will make the details available to the client on request

On or before the first lesson they should make available to clients a copy of this code of practice together with their terms of business to include:

- Legal identity of the school/instructor with full address and telephone number at which the instructor or their representative can be contacted.
- The current price and duration of lessons
- The current price and conditions for use of the instructors car for the practical test.
- The terms under which cancellation of lessons by either party may take place
- The procedure for making a complaint

They must check a client's entitlement to drive the vehicle and their ability to read a number plate at the statutory distance on the first lesson.

They will advise a client when to apply for their theory and practical driving tests, taking account of local waiting times and forecast of the client's potential for achieving the driving test pass standard

They will not cancel or rearrange a driving test without the client's agreement - in the event of the instructor's decision to withhold the use of the school car for the driving test, sufficient notice should be given to the client to avoid loss of the DVSA test fee.

When presenting a client for the practical driving test the instructor should ensure that the client has all the necessary documentation to enable the client to take the test and ensure that the vehicle is roadworthy

ADVERTISING

The instructor agrees that:

The advertising of driving tuition shall be clear, fair and not misleading.

Claims made shall be capable of verification and comply with CAP Advertising Codes.

Advertising that refers to clients' pass rates should not be open to misinterpretation and the basis on which the calculation is prepared should be made clear.

CONCILIATION

The instructor agrees that:

Complaints by clients should be made in the first instance to the driving instructor, driving school or contractor following their complaints procedure

If, having completed the procedure, the client has been unable to reach an agreement or settle a dispute they may seek further guidance:

- If they believe their instructor is not providing a good service they can contact their local Trading Standards office or Citizens Advice Bureau for guidance
- If they are not happy with their instructor's behaviour, the client can contact the ADI Registrar by email: adireg@dsa.gsi.gov.uk.

INDUSTRY ENDORSEMENT

This code of practice is endorsed by the following ADI consultative groups who represent driving instructors and driving schools:

- *Driver and Vehicle Standards Agency (DVSA)*
www.gov.uk/dvsa
- Approved Driving Instructors National Joint Council (ADI NJC).
www.adinj.c.org.uk
- Driving Instructors Association (DIA)
www.driving.org
- Driving Instructors Scottish Council (DISC)
www.disc.scot
- The Motor Schools Association of Great Britain (MSAGB)
www.msagb.com

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