**Terms and Conditions**

Instructor: Mario Amalfitano

Business: Abington Automatic Driving School

Email Address: mario@abingtonautomatic.co.uk

Mobile number: 07725 139053

ADI Licence Number: 770462

**Booking Lessons**

Lessons are booked on a mutually convenient day and time known as a lesson slot. A pupil’s lesson(s) will be arranged to suit the pupils weekly availability. Your instructor operates a flexible diary, meaning that pupils will be offered lessons each week which coincide with their normal weekly availability. Essentially your instructor compiles their weekly diary every Sunday and assigns each pupil with a lesson for the following week. If a pupils normal weekly availability changes or they are not available at a particular day or time the following week, they should notify their instructor by Saturday evenings at the latest.

**Cancellations**

Pupils are expected to complete their lessons each week as agreed and are responsible to ensure that they make themselves available for this. The instructor will endeavour to reschedule any lessons a pupil is genuinely unable to attend. However, if no suitable alternative is available the pupil is still required to pay for any missed lessons that week. In all circumstances your instructor will require at least 48 hours notice in order to try and reschedule any lesson. Failure to do this will result in the pupil being charged in full for the missed lesson.

It is very important that a pupil only cancels when it is absolutely necessary, as cancellations badly disrupt the learning process as well as inconveniencing the instructor. A record of cancellations is kept and if a pupil’s ratio of cancellations compared to attended lessons is high, the instructor will withdraw their services.

**Charges and Payments**

New pupils are required to initially pay for just a single lesson. Then if they wish to continue they have the option to pay for lessons in blocks of 10 hours. This will lower the cost of two hour lessons by £6

2 - hour Pay as you go lessons = £80.00

Block booking - 5 x 2-hour lessons (10 hours) = £370.00 (only available after the first lesson)

Abington Automatic is a cashless business therefore all lesson payments must be made via bank transfer, in advance to the following account:

Mario Amalfitano, Lloyds Bank, 77-21-02, 13029268.

Please ensure that the pupils name is used as a payment reference.

Payments must reach this account no later than 24 hours prior to the lesson. If by this time no payment or contact is received from the pupil, their lesson will be automatically cancelled.

Charges remain subject to change with 30 days notice.

**Legal Requirements**

Anyone learning to drive must be of legal age and hold a valid UK provisional category B driving licence. Drivers must meet the minimum eye test requirements, which means they must be able to read a standard approved number plate at a minimum distance of 20.5 meters (67ft). If a pupil needs to wear glasses or contact lenses in order to do so, then they must wear them whenever they drive.

A learner’s ability to meet the eye sight requirement will be checked by the examiner at the beginning of their driving test. If they are unable to read a number plate as stated above, then the test will be terminated.

Learners must notify their instructor of any change in their ability or entitlement to have driving "ons.

When international licence holders are issued with a U.K. provisional licence they can only drive unaccompanied during the legal time frame to do so. This is normally for 12 months from the date they entered the U.K. Any enquiries regarding this matter should be made by contacting the DVLA on 0300 790 6802.

Mario Amalfitano excepts no responsibility regarding a pupils own vehicle insurance or their international driving licence entitlement.

**Driving Tests**

UK law states that anyone who excepts payment for the service of driving tuition, must be an Approved Driving Instructor, abbreviated to ADI. ADI’s are qualified and licensed by a government body known as the Driver and Vehicle Standards Agency (DVSA). Consequently, examiners that conduct driving tests and authorise the issuing of driving licences are themselves employed by the DVSA.

When an ADI presents a pupil for a test, it is their duty to ensure that there is a reasonable expectation that they will pass. In order to reach this conclusion, the instructor must be;

Firstly, confident that the pupil is easily capable of driving safely while unaccompanied on all types of roads conditions, traffic conditions and during the hours of darkness.

Secondly, that the pupil has reached a level of competence that’s considerably higher than the minimum standard necessary to drive safely and therefore pass a driving test.

Information regarding this can be found on [www.readytopass.campaign.gov.uk](http://www.readytopass.campaign.gov.uk), in the section titled “Check you’re ready to take the test”

During a driving lesson the ADI is responsible for the vehicle and everyone’s safety. For a driving test the instructor transfers this responsibly completely to the pupil. As you can imagine the instructor needs to feel conformable and confident that their pupil is ready to assume this responsibility.

During a driving test if a dangerous situation occurs, the examiner will naturally try and intervene to prevent an accident happening. However ultimately, it’s not the examiners responsibility if there’s an accident and people are injured of worse. Legally the liability remains with the vehicles insurer, but morally the liability remains with the driving instructor who presented the pupil for their driving test.

**In General**

The instructor will endeavour to arrive on time for lessons however due to unforeseen circumstances such as traffic congestion, lessons may be delayed.

If the instructor arrives on time at the pre-arranged pickup point and the pupil does not show, they will wait for 5 minutes before trying to contact them. If no contact is made after a second attempt, the instructor will wait for a further 10 minutes before leaving. In this situation the pupil will be charged for the lesson.

When a pupil books a practical driving test, they will need to pay the DVSA directly at the current rate. Additionally, pupils that are accompanied to the test by their instructor’s will be charged £95.00. This covers a pre-test warm up drive of approximately 1 hour, the option to use the training vehicle for the duration of the test and transport back afterwards.

No responsibility can be taken by the instructor for tests cancelled by the DVSA, or if a pupil fails the sight test conducted by the examiners prior to every driving test.

The instructor is responsible for refunding test fees if the test is cancelled due to the condition of the tuition vehicle.

Pupils personal details are treated as confidential and are held securely on Apple branded devices and stored using iCloud, both of which are only accessible by the instructor. Confidential details are never shared or made available anywhere outside of Abington Automatic Driving School.

**Signing this Document**

This document must be signed by the pupil. If the pupil is not the person responsible for making the lesson payments, then they must seek approval from the payee before signing.

If you are signing this document electronically, just type in your full name and the date where indicated below. Then simply email return a copy to your instructor. If you are signing a paper copy, please use a pen to sign your normal signature, followed by the date of signing.

As the pupil, I sign below to confirm that I have read, understand and agree with these terms and conditions. I also give permission for my personal data to be securely stored by my instructor and only used for the purpose of my driving tuition.

**Sign…** **Date…**