

# Billingshurst Driver Training

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## **BUSINESS TERMS AND CONDITIONS (updated Jan 2026)**

### **INTRODUCTION**

I always endeavour to provide my pupils with the professional and friendly service that they expect. However, to protect myself, my business and for the benefit of all my pupils I must, as does any business, have to issue certain terms and conditions. **I require that these Terms and Conditions are confirmed by a pupil or their parent/guardian via my website prior to the first lesson.**

### **GENERAL DATA PROTECTION REGULATIONS**

Any personal information such as name, postal address, telephone number and email addresses given to me will only be used to provide a requested service, will only be kept as long as necessary to provide that service and will not be disclosed to any other third party without your prior permission or unless required to do so by law.

### **CANCELLATIONS**

Unless **48-hours'** notice of a cancellation of all, or part of a lesson is given I reserve the right to charge for the lesson **in full**. No alternative appointment can be guaranteed.

### **ROAD SAFETY/FITNESS TO DRIVE**

1. It is the pupil's responsibility to ensure that they are fit to drive. I will carry out an eyesight test on the first lesson if practicable, but it is the pupil's responsibility to be sure that they continue to meet the current legal eyesight requirements with regards to driving a motor vehicle. Advice should be taken by the pupil if any medical condition is present or if any medication is being taken which may affect their ability to drive. It is the pupil's responsibility not to be under the influence of alcohol or drugs at the time of their lesson. Action may be taken against the pupil if any accident occurs due to a lack of their fitness to drive.
2. I reserve the right to withdraw the use of my car for tests should the pupil prove not to be up to test standards but will, whenever possible give reasonable notice to the pupil so they can avoid losing the test fee.

### **POSTPONEMENT OF LESSONS/TESTS AND BOOKING OF TESTS**

1. I cannot be held responsible for postponement of lessons or part of due to ill health, accident, breakdown, adverse weather conditions or traffic delays. In these cases, I will contact the pupil as soon as practically possible to advise them. I will endeavour to arrange an alternative appointment in these cases, but this cannot be guaranteed.
2. I cannot be held responsible for postponement of driving tests by the Driving and Vehicle Standards Agency (DVSA).
3. I will advise the pupil of their readiness to take, or when to book, the driving test. This advice will give due consideration to the current test centre waiting list and will take account of my forecast of the pupil's potential for reaching the driving test pass standard.

### **IN-CAR VIDEO RECORDING**

I have cameras facing inside and outside the car. Although the cameras record sound, if I keep any footage for training, educational and insurance purposes, or for reporting incidents to the police, I will in most cases remove the sound. The only exception is where the sound is needed for insurance and evidential reasons. Sound cannot be recorded on driving tests. Any footage I share or publish will not identify the pupil in any way unless with the prior agreement of the pupil.

### **PAYMENTS**

I must give strict terms and conditions with regards to lesson payments. Please bear in mind that any business has running costs, as indeed does any motor vehicle. I could not expect my insurance companies or petrol suppliers for example to allow me to obtain goods or services without payment. **I must therefore ensure that all lessons are paid for on time.** My current lesson charges are available on request and if any increase in charges is likely, I will give reasonable notice.

1. Payment for lessons must be made **BEFORE** the lesson unless by pre-arranged agreement- this is the **pupil's** responsibility. In the case of prepaid lessons, there must be sufficient credit remaining for the duration of the lesson. I reserve the right not to take a pupil on a lesson if payment has not been made and to later charge for the lost lesson; this includes pre-test lessons.
2. **REFUNDS** – Any prepaid funds not used will be refunded, providing that my cancellation policy above has been adhered to. I reserve the right to charge an administration fee to process any refund(s), this will be in line with any bank charges accrued by me for the processing of the refund. In some cases, refunds may take up to 28 days to process.
3. If a lesson needs to be cancelled or shortened by me, due to the pupil not being fit to drive or if they become abusive or fail to follow reasonable instruction, the lesson will be charged in full.
4. If it is agreed that I will book a pupils driving test on their behalf, I require the test fee to be paid to me within 48-hours of the booking having been made, and I reserve the right to cancel a test booking if the test fee is not received on time.

### **PUPILS USING OWN CARS FOR LESSONS AND DRIVING TESTS**

It is the pupil's responsibility who take lessons or driving tests in their own car to ensure that the car is fully insured for those purposes, is taxed and if required has a current MOT certificate. Pupils who take their driving tests in their own car should ensure that there are no active re-call notices on the car and that the make, model and type of vehicle is not on the list issued by the DVSA of vehicles deemed unsuitable for driving tests (certain type of convertibles for example). Be advised that if I am asked to drive a pupil's own car after a driving test that I do so with third-party cover only.