

Your Instructor and Total Driving (UK) Ltd

Your instructor is a self-employed franchisee ('your instructor') of Total Driving (UK) Ltd (Total Driving', 'we', 'us', 'our').

Total Driving (UK) Ltd acts as agent for your instructor in receiving your payments for driving tuition other than payments made directly by you to your instructor. Where Total Driving makes bookings with or processes any payments for your lessons, they act as the agent of your instructor.

The contract for driving tuition is solely between you ('you') and your instructor.

Tuition

Tuition is only available to persons who meet the following criteria:

- Aged 17 or over or aged 16 or over and in receipt of the higher rate of Disability Living Allowance (mobility component); and
- hold a valid UK provisional driving licence; and
- legally entitled to drive in the UK.

Lessons

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 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 UK provisional driving licence.

Cancellation of lessons – Category B (Hourly)

If you or your instructor wish to cancel a lesson a minimum of 48 hours prior notice should be given. If your instructor cancels a lesson without giving this minimum period of notice your instructor shall rearrange the lesson. Cancellations by you must be made directly between you and your instructor.

If you do not give at least 48 hours notice of cancellation you will be charged for the lesson(s) concerned in full. Please note that in the event of you having booked your driving test, the Driver and Vehicle Standards Agency (DVSA) stipulates that you need to give three clear working days to cancel your test. This may mean that you may/will lose your DVSA test fee if your instructor says you are not ready for test within this three day notice period.

Cancellation of courses – Category B (Intensive) & All Other Categories

If you wish to cancel or re-arrange any training course a minimum of 4 weeks prior notice should be given. Cancellations or re-arrangements must be made through the Training Centre.

If you do not give at least 4 weeks notice you will be charged for the course concerned in full. Please note that in the event of you having a driving test booked, the Driver and Vehicle Standards Agency (DVSA) stipulates that you need to give three clear working days to cancel your test. This may mean that you may/will lose your DVSA test fee if your instructor says you are not ready for test within this three day notice period.

Payments and lesson bookings

You must pay for any tuition at least 48 hours before the start of the lesson by using one of the following methods:

- Payment by credit or debit card.
- A handling fee of 3% plus VAT is applied to credit card transactions made through the Training Centre or online. (This charge does not apply to payments made by debit card.)
- Payment by cash or cheque direct to your instructor (any cheque must be made payable to your instructor).

Total Driving has no responsibility or liability to you for payments made by any other means. If you pay your instructor directly by any method, you should obtain a receipt. Total Driving accepts no responsibility for any payments made directly to instructors.

Price changes

The cost of prepaid tuition is based on the lesson price in force at the time of booking and, with the exception of the circumstances set out below, will be honoured for 12 months thereafter irrespective of any price increase that may occur between the date of booking and when the lessons are taken. Any unused lessons remaining after 12 months have elapsed shall have any lesson price increase applied prior to the lessons which shall become payable by you.

Circumstances where, if you have prepaid, you will be either be required to pay an additional amount beyond the cost of your prepaid lessons or receive a refund of some of your prepayments (as applicable):

1. Where you have moved postcode area and requested reallocation to another instructor because your current instructor does not operate in the new postcode area, you will be required to cover any difference in the hourly rate between those instructors where your new instructor charges a higher hourly rate or, where your instructor charges a lower rate, you will be refunded the difference.
2. Where you have requested to switch instructors within the same postcode area and your new instructor charges a higher hourly rate than your previous instructor, you will be required to pay the

difference in the hourly rate or, where your instructor charges a lower rate, receive a refund of the difference.

3. Where you have requested to switch instructors in the same postcode area and your new instructor charges a supplement (for example an additional fee for tuition in a car with automatic transmission), you will be required to pay any such supplement.
4. Where you have not undertaken any lessons for a period of three months and have been reallocated an instructor after a price rise in tuition has taken place you will be required to pay the difference in price for your remaining lessons.
5. Where you have purchased lessons with a trainee instructor and, at your request, you are reallocated to a fully qualified instructor you will be required to pay the difference in the hourly rate between those instructors.

Refund policy and warranty

You are entitled to cancel your prepaid tuition at any time (for the provisions relating to the cancellation of individual lessons please see 'Cancellation of lessons' above). If you have not taken any lesson(s) at the time of cancellation you will be entitled to a full refund of any amounts paid to Total Driving, subject to the points below.

1. If you have taken lesson(s) at the time of cancellation you will not be eligible for a refund on any lessons taken, inclusive of the booking fee (if applicable).
2. Where it is possible to do so, we will refund you using the same method you used to pay for your lessons when you made the payment. If for any reason we are unable to do this, we reserve the right to refund you by any other method we deem appropriate.
3. We may request additional information from you to confirm your identity in order to comply with the Money Laundering Regulations 2007; we will also use this information to ensure adherence to our Merchant Operating Instructions for card collection facilities.
4. Refunds may take up to 10 working days to reach you or your account.
5. Refunds of partial block booking are at the discretion of the instructor.

If you have paid your instructor for the tuition you wish to cancel, your instructor will refund you adhering to the same principles as set out above.

Transferability of lessons

You cannot sell or transfer lessons which have been purchased in your name to any other person.

Limitation of liability

Your instructor or Total Driving (UK) Ltd are not liable to you for any loss or damage caused where, and to the extent that:

- there is no breach of a legal duty owed to you by the relevant person or body;
- such loss or damage is not a reasonably foreseeable result of such a breach;

- any such loss or damage, or increase in the same, results from any breach or omission by you
- any such loss or damage results from circumstances or matters outside of the reasonable control of the relevant person or body.

Your instructor or Total Driving (UK) Ltd shall not, in any event, 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 Total Driving (UK) Ltd is not party to the contract for driving tuition itself, which is between you and your instructor. This does not affect any liability that Total Driving (UK) Ltd may have for any loss or damage you may incur which is caused directly as a result of any breach (including negligence) by it or them of any legal duty owed by it or them to you.

Nothing in these terms and conditions will affect any statutory rights you may have as a consumer.

Insurance

Your instructor will carry the appropriate motor insurance, should you be involved in a collision as a learner driver while in control of driving the instructor's tuition vehicle.

Law applying to terms and conditions

These terms and conditions are governed by the laws of England and Wales and are subject to the non-exclusive jurisdiction of the English courts.

Complaints procedure

If you have any concerns or complaints about any part of your driving tuition which cannot be resolved with your instructor, please contact the Training Centre on 01449 674261

Where the Training Centre is unable to resolve your complaint to your satisfaction, you will be entitled to escalate the matter to our Customer Care department by writing to Customer Care at the address below.

The Customer Care team will use reasonable endeavours to respond to your written query within 5 working days.

Customer care

Your contract is between you and your instructor.

In the rare event of any problem arising, you should resolve this with your instructor immediately. We recommend no further lessons are taken until the matter is resolved.

In the unlikely event that you are unable to reach a satisfactory conclusion, we will be happy to investigate further until the matter is resolved. Please note that we will require evidence of any financial transactions and lesson times before we are able to investigate. Therefore, it is imperative that your Driver Record (provided to you by your instructor) details are kept accurate and up to date. Should you require us to investigate any matter, please contact our Special Investigations team by one of the following methods:

Call: 01449 674261

Email: info@totaldriving.net

Post: Total Driving (UK) Ltd, TruckEast House, Violet Hill Road, STOWMARKET, Suffolk, IP14 1NN.

If you still feel dissatisfied, you may contact the Driver and Vehicle Standards Agency on 0300 200 1122 who may be able to help you further.

Collection and use of data

Any personal data you provide will be held securely and in accordance with the Data Protection Act 1998.

We will use your personal data for the purpose(s) for which you have provided it. It may also be used for marketing, research and statistical purposes and crime prevention.

We may however need to disclose personal data to a third party so that the service you requested could be provided. It may also be necessary to transfer it to countries outside the European Economic Area. Where this happens, we will endeavour to ensure that any recipient of your data will treat it with the same level of protection as we would.

Your data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you by formal written application to the Data Protection Officer, at Total Driving (UK) Ltd, TruckEast House, Violet Hill Road, STOWMARKET, Suffolk, IP14 1NN.

By providing us with your personal data and contact details, you consent to the use of that data and to your being contacted by any Total Driving (UK) Ltd, by post, telephone, email, SMS or other electronic means, to inform you about products and services which it considers may be of interest to you.

However you can contact the Data Protection Officer at the address above in writing at any time to suppress some or all products.

Your calls to the Customer Service Centre may be recorded for quality monitoring and training purposes.

For further information on how we use personal data, please see our full [privacy policy](#)

Registered address

Total Driving (UK) Ltd

Registered office: TruckEast House, Violet Hill Road, STOWMARKET, Suffolk, IP14 1NN.

Registered in England and Wales number 08014513