

Terms and Conditions

Interpretation

1 In these conditions (“Conditions”) “we”, “Us” or “Our” means PassClub and “you” or “your” means the customer. you must read these Conditions in full as they set out our complete Terms upon which we have agreed to provide, and you have agreed to Obtain, driving tuition from us. we and your Instructor reserve the right to charge for any lessons affected by your failure to comply with any of these Conditions.

About your Instructor

2 Your Instructor is one of Our self-employed franchisees whose relationship with Us is governed by a franchise agreement, no contractual liability shall arise or subsist between you and us.

2.1 However, we will endeavour to assist you with your requirements. Our instructors are licensed to carry on business as driving Instructors and have obtained such licences from the Driver and Vehicle Standards Agency.

Driving Tuition

3 Driving tuition is only available to persons:

1. Aged 17 and over (16 and over if disabled);
2. who hold valid UK provisional driving licence (“licence”); and
3. who are legally entitled to drive in the UK.

3.1 If you take driving lessons, it is your responsibility to ensure that you have the appropriate licence and the licence must be presented to your driving instructor prior to the commencement of your tuition, for the purposes of the driving instructor checking your entitlement to drive you must also present to your driving instructor on or before your 1st driving lesson either your national insurance number or your ‘check code’ generated from the Government website, more information can be found at <https://www.gov.uk/view-driving-licence>

3.2 Your Instructor reserves the right to refuse to provide you with tuition or to cancel any lessons you have agreed to or booked If you fail to provide him/her with the licence and/or the ability for him/her to check your entitlement to drive prior to or on your first lesson.

Any lessons the instructor must cancel due to this situation are still chargeable. 3.3

Your tuition is governed by a contract between you and your Instructor.

Accordingly, you and your Instructor are responsible for arranging the date, and time, pick up location and duration of your lesson although the minimum duration of a lesson is 2 hours.

3.4 Duration of tuition: All your driving tuition sessions are a minimum of 2

hours long.

(This is to ensure fewer briefings and debriefings overall, more practical training and due to our commitment to passing our students as quickly and safely as possible.)

4 Your Instructor will:

4.1 Provide you with driving tuition at the hourly rate communicated to you from time to time;

4.2 Design a course of lessons to match your specific driving and learning needs from your first lesson right through to your practical test;

4.3 Provide you with driving lessons which will last two hours or such other duration as you and your Instructor will agree in advance;

4.4 Provide a presentable, modern, properly maintained and dual controlled PassClub branded car for each lesson;

4.5 Also, recommend where appropriate, advanced courses to help you develop your skills for: motorway driving and Pass Plus;

4.6 Give you relevant feedback during your lessons and record your development on your PassClub online account at the end of each lesson;

4.7 Monitor your progress, advise and recommend what is, in their opinion, the appropriate time to book your mock practical test and once it has been agreed between you both, your instructor will apply for your practical driving test and where required, they will advise whether it should be subsequently rescheduled;

4.8 Provide training on a one-to-one basis with no other learner in the car;

4.9 Honour the full time booked for each lesson, which should include an introduction, practical training and a debrief at the end of your lesson;

4.10 At all times conduct themselves in a professional manner including:

- being courteous and considerate to you
- avoiding physical contact except in an emergency
- not smoking during your lessons
- restricting mobile phone use to emergencies or directly for your benefit;

4.10 Reserve the right to cancel a lesson or finish a lesson early on the grounds of road safety;

4.11 Not discriminate against you and will always abide by the law;

4.12 Endeavour to be on time at the agreed pick-up point and be available for the full duration of the lesson booking, subject to any unforeseen circumstances beyond their control;

4.13 Endeavour to give you two working days' notice (excluding Bank Holidays) should a lesson need to be rescheduled;

(NOTE- NOTICE SHALL BE CONSIDERED AS SERVED IF SENT BY TEXT MESSAGE, OR EMAIL, OR VERBALLY.)

4.14 Respond professionally to any worries or issues that you may have and try to resolve them to your satisfaction. If appropriate, they will give you the name of the PassClub manager to whom you can refer the matter.

4.15 If your Instructor is for whatever reason unable to comply with their obligations to you, both we and your Instructor reserve the right to arrange for an alternative PassClub Instructor to provide you with some, or all, of your

driving tuition.

4.16 If we or your Instructor are unable to arrange for an alternative Instructor to provide your driving tuition, or in the event of a mechanical breakdown of the vehicle in which you have been learning to drive, or for any other reason, the Instructor reserves the right to rearrange your lessons for a time convenient to both you and the Instructor.

4.17 Notification of changes to lessons:**NOTICE SHALL BE CONSIDERED AS SERVED IF SENT BY TEXT MESSAGE, OR EMAIL, OR VERBALLY. We cannot be held responsible if you do not check your messages, calls or voicemails regularly.**

Intensive Driving Courses

5 You can choose to pay the full balance of your intensive driving course when booking or pay £100 deposit and the balance directly to your instructor on your first lesson.

5.1 We will aim to complete your Intensive driving course within four weeks from the date of your first lesson, although this is not a guarantee, the 48 Hour cancellation notice does not apply to any of Our Intensive driving courses, and if you cancel any of your lessons then these lessons will be deducted from the lessons remaining.

5.2 If there is any evidence of you being under the influence of drink or drugs, then your Instructor reserves the right to terminate your Intensive Driving Course with immediate effect and you will not be entitled to a refund.

5.3 Once you have booked your lessons with your instructor, you are fully committed to completing these and if for any reason a lesson is changed or cancelled the lesson fee will be deducted from your account.

5.4 Our standard 48 hours cancellation policy does not apply to intensive courses. Once your lessons are booked in with your instructor you are unable to change driving instructors at any point during your driving course.

5.5 Any abusive, offensive or other such conduct will not be tolerated, and the course may be terminated.

5.6 If you don't make progress as expected your Instructor will advise you whether your test should be rescheduled.

5.7 If you are not test ready, then your Instructor holds the right to refuse the use of the vehicle in attempting the practical test and will instead recommend a more practical length of course best suited for you.

5.8 Due to driving test availability and any circumstances beyond our control it may be necessary for us to reschedule your test to fit in with other arrangements and our booking process.

5.9 Your test will be arranged for the end of your course based on our instructor availability. your test will be booked at a test centre of your choosing so long as it is within our teaching regions.

5.10 you must not change or cancel the theory or practical test, only the PassClub office is entitled to change or cancel your test. If you at any time change or cancel your practical test your driving course may be terminated,

and you will not be entitled to a refund.

5.11 The Intensive courses consist of 1 hour for the driving test and the remaining hours to be taken as driving lessons leading up to the practical driving test.

PassClub hold no responsibility in any client choosing the incorrect course and all customers should ensure that the course they are choosing is the correct one for them. If there is any doubt you should buy an assessment lesson with your course so we can professionally assess you before your course begins.

Guaranteed Pass Driving Course

6 You must pay PassClub the full balance of your Guaranteed Pass Driving Course prior to course commencement.

You will then be fully committed to completing the course and you will not be able to receive a refund of any hours taken.

6.1 Your Guaranteed Pass Driving Course must be completed within six months from the date of your first lesson.

6.2 Due to the nature of this course any lessons cancelled by you will be charged extra at the current rate per hour.

Plus deductions will be made for any loss of business caused by slots not being available for new customers that were previously filled by you.

6.3 The 48 hour cancellation notice does not apply to any of Our Guaranteed Pass Driving Courses; Guaranteed Pass course includes unlimited attempts at the theory test, unlimited driving lessons and unlimited practical tests.

6.4 Your unlimited driving lessons and unlimited practical tests are only applicable up to six months from the course starting, after this six-month period any additional lessons or tests booked will be charged at the current rate.

6.5 The first attempt at the practical test must be taken within six weeks of the passing of your theory test. If you at any time terminate your practical test your Guaranteed Pass Driving Course will be terminated with immediate effect and you will not be entitled to a refund.

6.6 If there is any evidence of you being under the influence of drink or drugs then your instructor reserves the right to terminate your Guaranteed Pass Driving Course with immediate effect and you will not be entitled to a refund. Any abusive, offensive or other such conduct will not be tolerated and the course may be terminated.

6.7 Due to driving test availability and any circumstances beyond our control it may be necessary for us to reschedule your test to fit in with other arrangements and our booking process.

6.8 your test will be arranged for the end of your course. your test will be booked at any of the test centres our teaching regions. you must not change or cancel the theory or practical test, only the PassClub office is entitled to change or cancel your test. If you at any time change or cancel your practical test your Driving Course will be terminated with immediate effect and you will not be entitled to a refund.

Lesson Cancellation Policy

7 You must cancel your lessons via email, text or phone giving at least 48 Hours notice if you wish to cancel or rearrange your lesson, otherwise you will be liable for 100% of the lesson fee. where you have pre-paid for any lesson but fail to attend, or provide the Minimum Notice, you will still be liable for the Lesson fee. Intensive driving courses are exempt from the standard 48 hours' notice cancellation policy, for information on the cancellation policy for intensive courses please see 'Intensive Driving Courses'. PassClub reserve the right to charge either part or whole of the lessons fee if a customer breaches the cancellation policy.

Insurance

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

Price Changes

9 We reserve the right to change the price of all our learner driver products including all tuition, at any time.

Non-Block Booked Tuition

10 The price of lessons that have not been pre-paid (as part of a block booking consisting of a minimum 10 hours' worth of tuition time ("Block Booking")) may be changed at any time. you will receive prior notice of any price increases.

Block Booked Tuition

11 The cost of Block Booked tuition is based on the lesson price in force at the time that the booking is made and will be honoured for a period of 6 months from the date of making the booking. If you fail to complete your block booking within 6 months from the date of making the booking, any remaining hours will be lost, and the course will be non-refundable.

Special offers

12 We also reserve the right to introduce special offers from time to time in respect of both our on the road and off the road products together with any other products that we may decide. Such offers will not affect the price of Block Bookings unless it is expressly stated within the offer.

Payment

13 You must pay for your good(s) and/or lesson(s) using one of the following methods:

–payment via cash to your instructor at the start of your lesson ,credit or debit card by telephoning Our office or via the PassClub online system –payment via bank transfer by contacting Our Office.

13.1 Where you make any payments directly to your Instructor or any of Our Instructors it is your responsibility to ask for and obtain appropriate receipts or other proofs, in relation to all payments you make to your Instructor or any of Our Instructors. where we can, we will endeavour to assist with any discrepancies in payments you have made without ever accepting liability for the same.

PassClub accept NO responsibility for any monies that you hand over to your instructor directly.

Payment Protection Policy

14 we will protect your payments when you pay via one of the following methods:

–payment via credit or debit card by telephoning Our Office.

–payment via bank transfer or Cash by contacting Our Office.

For the avoidance of doubt please be aware any payments paid directly by you to your driving instructor will not be protected by PassClub.

Damage To Tuition Vehicle And Road Traffic Offences.

15 PassClub reserve the right to charge a student for damage to their tuition vehicle. you will be under constant supervision but if you cause damage to the vehicle then you accept that you may be charged in part or total for any damages that you cause.

15.1 As the driver of the vehicle, whether you are a provisional or a full licence holder you will be held responsible in law for any Road Traffic Offences that you may commit and PassClub are legally obliged to provide the authorities with your name and address.

Learner Driver Tuition – Refund Policy

16 If you are unhappy with your tuition, please discuss this with your instructor or our office manager who will be happy to assist, however, if we and you, are unable to reach a resolution you are entitled to request a refund of any lessons not already taken, this does not apply to instructor training, intensive or guaranteed pass courses.

16.1 Previous tuition is non-refundable.

16.2 If you request a refund no further tuition will be supplied and you will need to find a new instructor. If you fail to complete your block booking within 6 months from the date of making the booking, any remaining hours will be lost.

16.3 We may request additional information from you to confirm your identity to comply with the Money Laundering Regulations 2007

16.4 We will also use this information to ensure adherence to Our Merchant Operating Instructions for card collection facilities.

16.5 You have a 14 day cooling off period to cancel your block booking, intensive or guaranteed pass course.

16.6 Should you choose to cancel your prepaid lessons within the cancellation period then you can expect a full refund within 14 days of having notified us of your decision to cancel.

16.7 You shall lose the right to cancel without penalties if you choose to cancel after the 14-day cooling off period has elapsed.

16.8 If you request it and your course commences during the 14-day cooling off period, then you shall still have the right to cancel but you will be charged at full lesson rate for any lessons taken up to the point of cancellation.

Your Driving Test and Test Fees

17 The Driving Standards Agency (Driver & Vehicle Standards Agency – DVSA determines the Theory and Practical test fees. If you would like us to book your test on your behalf, we will be happy to do so, there is no charge for this service.

17.1 If you wish to cancel or rearrange a test that we have booked with the Driver & Vehicle Standards Agency – DVSA on your behalf, we will follow the Driver & Vehicle Standards Agency – DVSA cancellation procedure as set out on the Driver & Vehicle Standards Agency –DVSA website at <https://www.DVSA.gov.uk>. Currently the Driver & Vehicle Standards Agency – DVSA cancellation procedure states that you can cancel or rearrange your test providing you give at least three clear working days' notice.

If you require us to arrange a cancellation or rearrange any driving or theory test on your behalf, we will require a minimum of 5 working days' notice to do so.

If you fail to provide us with a minimum of 5 working days' notice you may remain liable for all of the test fee and any late cancellation fees.

In any event we accept no liability to you for any payments or expenses that you may incur in relation to your driving and/or theory tests.

If you ask us to cancel your test for you we will do so and process your test fee refund, if one is due, to your account within 28 days.

17.2 If you think we have made an error in booking your test, please contact us by telephoning the office. In the event, we agree that we have made an error in the booking, we shall rebook another test on your behalf at no additional cost to you

17.3 No monetary compensation will be paid for any lessons taken prior to the original test or leading up to the new test. we cannot be held accountable if with the Driver & Vehicle Standards Agency – DVSA change or cancel your test due to their availability.

17.4 It is your responsibility to ensure that you have the appropriate driving

license and any other relevant documents (Theory Test Certificate Number, Passport if applicable) and that you take them with you to your driving test, neither we and/or your driving instructor accept any liability in you forgetting the documents needed to present for test and subsequently you being refused to sit your driving test.

17.5 If you are not test ready, then your Instructor holds the right to refuse the use of the vehicle in attempting the practical test.

Other Provisions

18 By taking bookings, providing certain information and documentation, and in processing payments, we act on behalf of your Instructor. No contractual liability arises between you and us under the agreement between you and your Instructor.

18.1 Neither the Agent nor we have and shall have any liability to you in relation to any injury, loss or damage arising from the use of the tuition vehicle or from the facts or omissions of your Instructor or any other one of Our Instructors.

18.2 Further, we will not in any event be liable for any losses relating to any earnings or business interests that you may have including but not limited to loss of profits, business, loss of opportunity or any business interruptions or delays that you may incur even in the event of an error made by Us.

18.3 This does not apply to any claim you may have for personal injury or death and nothing in these conditions will affect your statutory rights.

18.4 We do not guarantee to provide or procure the provision of any of the services referred to in these Conditions if we are prevented from doing so in circumstances beyond Our reasonable control, including without limitations, the activities of civil government authorities, third party industrial disputes, internal industrial disputes where we have taken

the reasonable steps to prevent the effects of such action on any of the services set out in these Conditions but have been unable to do so; acts of God, or severe weather conditions.

18.5 We reserve the right to make reasonable changes to the services referred to in these Conditions and to these Conditions for any reason we deem necessary.

18.6 Where we do make any such changes, we will give you reasonable notice of the changes. If as a direct result of such changes the services we provide to you are substantially varied to your detriment, and where we are satisfied of the same, you may cancel your agreement with us by giving not less than 30 days' notice in writing to our address below.

18.7 If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of these Conditions shall continue in full force and effect.

Informing you about Products and Services

19 If you have indicated your Agreement we may contact you by mail, telephone, e-mail or SMS/MMS to inform you of any goods, services or promotions that you may be interested in. If you decide you do not wish to receive such information, please inform us, but be aware that this will prevent you from receiving our special offers and/or promotions.

Data Protection Notice

20 For the purposes of the Data Protection Act 1998, the data controller in relation to the information you supply is: PassClub, 32 Brackenridge, Shotton Colliery, Co Durham DH6 2QT

We may use the information you provide for administration, marketing, customer services and profiling your purchasing preferences.

20.1 You also agree to allow us to use your "pass photograph" image in our promotional material, website and social media pages. you also have the right to ask for it to be removed at any time.

We do not sell, rent or exchange your personal information with any third party for commercial reasons.

20.2 When you give us information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

20.3 You have the right to ask for a copy of your information (for which we will charge a reasonable fee to cover our administration costs) and to correct any inaccuracies contained therein.

Complaints Procedure

21 If you have any concerns or complaints about any part of your driving tuition which cannot be resolved with your Instructor, please contact: PassClub on 0191 5630170 or Email us at info@passclub.co.uk or write to us at PassClub, 32 Brackenridge, Shotton Colliery, Co Durham DH6 2QT and address your email or letter to the Manager.

21.1 We aim to resolve complaints within 5 working days, in some instances we may ask for the complaint to be sent in writing, any requests sent in writing we will try to resolve within 14 working days.

21.2 Please note: we may record telephone calls for staff training and evidential purposes.

