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**FREEWHEEL DRIVING SCHOOL LIMITED, DRIVING SCHOOL TERMS AND  
CONDITIONS**

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**BACKGROUND:**

These Terms and Conditions are the standard terms which apply:

- A. to the provision of driving tuition by driving instructors working with Freewheel Driving School Limited a company registered in England under number 14882751 whose registered office is at 33 Terminus Road, Bexhill, Tn39 3LR to pupils that require such tuition.
- B. where the Pupil is a “Consumer” as defined by the Consumer Rights Act 2015.

**1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Business”</b>	means any business, trade, craft, or profession carried on by You or any other person/organisation;
<b>“Consumer”</b>	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Instructor who receives tuition from the Instructor for the customer’s personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>“DVSA”</b>	means the Driving & Vehicle Standards Agency;
<b>“Instructor”</b>	means the driving instructor(s) assigned by Us to the Pupil from time to time;
<b>“Price List”</b>	means the School’s standard price list for driving tuition. Fees include any VAT payable. The list is available from <a href="http://www.freewheeldrivingschool.co.uk">www.freewheeldrivingschool.co.uk</a>
<b>“Pupil/You/Your”</b>	means the individual recipient of driving instruction;
<b>“Regulations”</b>	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; and
<b>“School/We/Us/Our”</b>	means Freewheel Driving School Limited whose place of business and contact address is the same address as above.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and

1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;

1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

1.4 Words signifying the singular number shall include the plural and vice versa;

1.5 References to any gender shall include the other gender.

## **2. Driving Instructors**

- 2.1 The provision of driving tuition to You by Us will be under a contract on these Terms and Conditions between the School and You. Such a contract will come into being when the School, or the Instructor as its agent and on its behalf, accepts Your request to book any driving lesson.
- 2.2 The Instructor is a self-employed driving instructor engaged by the School who will provide driving tuition to You on its behalf and he/she is not employed by the School OR is a driving instructor employed by the school.
- 2.3 The School will not enter into any contract with You on behalf of the Instructor. If any contract does at any time come into existence between the Instructor and You, the School will not be a party to it or responsible under it (but see Clause 11.5 as to Our responsibility and liability under Our contract with You for his/her acts or omissions); and
- 2.4 The Instructor is registered with the DVSA as an approved driving instructor (ADI) or a potential driving instructor (PDI) and his/her ADI / PDI registration will be up to date. He/she shall display his/her current DVSA ADI / PDI registration certificate in any vehicle that he/she uses for a lesson, and will ensure that that ADI / PDI certificate is kept up to date at all times.

## **3. Driving Lessons**

- 3.1 A lesson will only be made available to You if You have a pre-booked appointment for it. You should book a lesson with the Instructor through our website [www.freewheeldrivingschool.co.uk](http://www.freewheeldrivingschool.co.uk). It shall be Your and the Instructor's responsibility to agree all matters relating to each lesson including, but not limited to, date, time, location and duration;
- 3.2 Your request to the Instructor to book a lesson will be an offer to Us, but whether that offer is to be accepted will be for the Instructor to decide in his/her discretion on Our behalf. Only if and when he/she tells You that he/she accepts Your request on Our behalf for any particular lesson(s) will there be a binding contract between You and Us for that/those lesson(s);
- 3.3 If You wish to make a booking for two or more lessons by means of a single booking and in his/her discretion the Instructor accepts that booking, Our contract with You will be for all of the lessons concerned;
- 3.4 Neither We nor the Instructor will reserve any lesson slots or guarantee regularity of lessons over any period of time or on any particular date and/or time except that We and the Instructor will reserve a particular lesson slot for You if and when the Instructor accepts a booking for it from You. Nevertheless, We and the Instructor shall use reasonable endeavours to make available regular lesson slots for You;
- 3.5 If You know You are going to be late for a lesson, You should contact the Instructor to tell him/her. If You arrive (or are not ready) later than 15 minutes after the scheduled start time for Your booked lesson, the Instructor will try to provide that lesson but if the Instructor decides that he/she cannot do so, the lesson will be treated as cancelled without notice by You and, if the Instructor then decides to make a charge for that lesson cancelled without notice, sub-Clause 3.7 below will apply;
- 3.6 You may cancel a lesson without charge if You give the Instructor at least 48 hours prior notice of the cancellation and if You do so We will offer you another date and time for a lesson.
- 3.7 If You do not give the Instructor at least 48 hours prior notice of cancellation of

a lesson, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation (including any sum for which We are liable to the Instructor for the lesson cancelled) but not more than 100% of the full price of the lesson. We will be entitled to deduct that charge from any sum You paid Us in advance, and We shall refund the balance to You;

- 3.8 If, due to exceptional circumstances, including, but not limited to, illness, accidents and bereavement, You cancel a lesson without giving the Instructor at least 48 hours prior notice, he/she will consider the circumstances and in his/her discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 3.5 and 3.7;
- 3.9 If We or the Instructor wish to cancel a lesson, We or he/she may do so without incurring any liability to You (and You will not have to pay for that lesson) if We or he/she gives You at least 48 hours prior notice, but if he/she or We do not give You at least that minimum notice, We shall be liable for and shall credit You with an additional lesson at no charge;
- 3.10 Notwithstanding sub-Clause 3.9, We or the Instructor may, without incurring any liability to You, cancel a booked lesson at any time before the start time of that lesson, where either:
- 3.10.1 due to the Instructor's illness, unavailability of a suitable vehicle, or other reason beyond his/her or Our reasonable control, he/she is not available or We or he/she are not able to provide the lesson fully or properly. If the lesson is cancelled in such circumstances, We will offer you another lesson at a suitable date and time; or
- 3.10.2 the Instructor has reason to believe that You are not fit to drive at the time of the lesson due to any factors including, but not limited to, alcohol, drugs (whether prescribed or otherwise), illness or other medical condition. If We or he/she cancels the lesson for such reason, We shall be entitled, at Our or the Instructor's discretion, either to charge You for that lesson or not to do so, but in deciding whether to charge You, We and he/she shall act reasonably;
- 3.11 the Instructor shall use all reasonable endeavours to start a lesson at the time which You have booked but the start may be delayed by overrun of a previous lesson or by other circumstances. If a delay to the start is at least 15 minutes, or if at any time before or after You or the Instructor arrives for a lesson We or the Instructor notify You that there will be a delay of at least that time, You may cancel and will not have to pay for that lesson and We will offer you a lesson at an alternative date / time. If, however, in those circumstances You do not cancel the lesson, the Instructor shall add on to the lesson the time by which the start is delayed at no charge to You or, if that does not suit You, he/she shall add it on to a subsequent lesson, or if You do not book a further lesson, We will refund (or will ensure that the Instructor does so) a part of the fee for that lesson in proportion to the part of the lesson not added on; and
- 3.12 Where the contract We make with You is not made on Our premises, the Regulations give You the rights set out in this sub-Clause 3.12, and they will be in addition to the rights given to You by the above provisions of this Clause 3. You may for any reason cancel any lesson(s) during the 14 day period after the Instructor accepts the booking for it/them, but if the booking includes any lesson(s) on a date which is before the end of that period and if You have expressly requested the Instructor or Us to provide any such lesson(s) and We or he/she does so, You may not cancel that or those requested lesson(s) and You must pay for them in accordance with Clause 5, and You may then only cancel any other lesson(s) covered by that booking. If You request that any

lesson be cancelled, You must confirm this in any way convenient to You. If You cancel any lesson(s) as allowed by this Sub-clause 3.12, and You have already made any payment(s) for the lesson(s), We will refund (or will ensure that the Instructor does so) the payment(s) to You within 28 days of receiving Your cancellation less the amount due for the lesson(s) that You have received.

#### **4. Lessons – Location, length**

- 4.1 The Instructor will agree the location for each lesson with You at the time of booking. He/she may choose a location which requires additional travel in the interests of road safety. In such cases, if You wish to be picked up and taken to that location by the Instructor, travel time will form part of the lesson time; and
- 4.2 The minimum length of a lesson will be 1 hour and, if You and the Instructor agree, it may be increased by increments of 1 hour up to a maximum length of 5 hours.

#### **5. Fees and Payment**

- 5.1 You must pay Our fees for all lessons, and We will charge for lessons on an hourly basis. You can obtain information on current lesson fees from [www.freewheeldrivingschool.co.uk](http://www.freewheeldrivingschool.co.uk);
- 5.2 We may change Our fees without prior notice but if We increase or reduce the fees between the time You book a lesson and the date of the lesson and You pay for it in advance of the lesson, the price increase or reduction will not apply to that lesson but where there is a decrease We may in Our discretion decide to refund You the amount of the decrease; and
- 5.3 You shall subject to sub-Clause 5.4 make payment direct to Us of Our fees in advance by Credit Card, Debit Card, Bank Transfer, Cash. We will give You a receipt for all sums that We receive direct from You upon request by you; and
- 5.4 We will authorize the Instructor to receive any fees on our behalf, and so You may pay Our fees direct to the Instructor (by Credit Card, Debit Card, Bank Transfer, Cash) but if You do so You should obtain a receipt from the Instructor and it will be for the Instructor to account to Us for the payment.

#### **6. Instructor’s Obligations**

We will ensure that the Instructor will, at all times:

- 6.1 use his/her reasonable endeavours to provide driving instruction at the agreed lesson times;
- 6.2 use his/her reasonable endeavours to train You to a high standard, but shall not be responsible for any errors made by You;
- 6.3 be professional and courteous towards You and other road users;
- 6.4 act in accordance with the DVSA Code of Practice for Approved Driving Instructors (a copy of which You can obtain from Us on request); and
- 6.5 act in accordance with the law.

#### **7. Your Obligations**

- 7.1 You confirm that in connection with your request(s) to receive driving tuition from Us and any Instructor, You are and will be a “consumer” as defined in Clause 1 above;
- 7.2 You must be hold a valid UK driving licence (either provisional or full);
- 7.3 You must always have Your valid UK driving licence with You during lessons and present it to the Instructor on request;

- 7.4 If You have been banned from driving and are training for a retest, You must be legally entitled to take tuition and must present proof to the Instructor of that entitlement;
- 7.5 You must demonstrate Your ability to read a number plate from the distance specified in the Highway Code (20M ( 67 Feet )) at the date of these Terms and Conditions,27.07.2023);
- 7.6 You must always wear any relevant prescribed glasses or contact lenses;
- 7.7 You must inform the Instructor of any medical conditions or prescribed medication which might affect Your driving ability; and
- 7.8 If You fail to comply with one or more of sub-Clauses 7.2 to 7.7 above or We or the Instructor find that you are not a “consumer” (as defined in Clause 1 above), We or the Instructor may immediately cancel one or more lessons. If the Instructor does so, he/she may in his/ discretion still charge for the cancelled lessons.

## **8. Vehicles and Insurance**

- 8.1 We shall ensure that all vehicles provided by Us and/or the Instructor are fitted with dual controls, are fully roadworthy, taxed, have a valid MOT (where relevant), and are fully insured for the purposes of driving instruction;

## **9. Driving Tests**

- 9.1 The Instructor shall discuss driving tests with You and shall inform You when he/she feels that You are ready to take a test;
- 9.2 You **OR** We **OR** The Instructor shall be responsible for booking theory and practical tests. It shall be Your responsibility to check the details of the test on Your DVSA confirmation letter;
- 9.3 If You book a test, You must check with the Instructor before booking to ensure that the Instructor considers that You are ready for a test;
- 9.4 You must inform the Instructor of all details of Your test including, but not limited to, the date and location at least 3 working days before Your test date;
- 9.5 When You attend a test, You must take all required documentation with You. If You do not, Your test may be cancelled and You would then lose Your test fees;
- 9.6 Unless the Instructor feels that Our or his/her vehicle is unsuitable for a Pupil to use for their practical test or Clause 9.9 applies, We generally permit Pupils to use Our or the Instructor’s vehicle for their test, but whether the Instructor permits You to do so for Your test will be in his/her discretion;
- 9.7 If the Instructor has given You permission to use Our or his/her vehicle for Your test but it breaks down or is otherwise unavailable or unusable on the date of the test, We will ensure that the Instructor uses reasonable endeavours to arrange an alternative vehicle. If this is not possible, We shall not pay for the replacement test;
- 9.8 If Your test is cancelled by the DVSA giving You insufficient time to provide the Instructor with the required cancellation notice of a booking to the Instructor, You must still pay for the Instructor’s time and/or the use of his/her or Our vehicle. In that case, the Instructor will advise You on claiming compensation from the DVSA for the cost of those fees; and
- 9.9 If You have a test booked and in the Instructor’s opinion You do not make the expected progress in Your lessons between the date of booking and the test date, the Instructor may decide not to permit You to use his/her or Our vehicle

for Your test and We will not be responsible for any fees that You pay for the test which are lost.

## **10. Cancellation and Termination**

- 10.1 The Instructor may, in his/her sole discretion, terminate Your tuition if Your conduct, progress or commitment consistently falls below the standards that the Instructor reasonably expect;
- 10.2 You may, at any time, subject to Your meeting the requirements of Clause 3 as to giving notice of Your cancellation of lessons, terminate Your tuition by the School; and
- 10.3 Where sub-clause 10.1 or 10.2 applies, We shall NOT refund to You any fees for lessons that You have paid in advance.
- 10.4 Any Block bookings, including but not limited to 10 hour block bookings are not refundable.
- 10.5 Any unused lessons that are outstanding following passing your driving test are not refundable, whether booked as part of a block booking or as individual lessons.

## **11. Liability**

- 11.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of breach of these Terms and Conditions by Us or the Instructor or as a result of Our or his/her negligence. Loss or damage is foreseeable if it is an obvious consequence of Our or his/her breach or negligence or if it is contemplated by You and Us or him/her when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;
- 11.2 We provide tuition only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;
- 11.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our or the Instructor's liability for death or personal injury caused by Our or the Instructor's negligence or for fraud or fraudulent misrepresentation;
- 11.4 Furthermore, if you are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
  - 11.4.1 the Consumer Rights Act 2015;
  - 11.4.2 the Regulations;
  - 11.4.3 the Consumer Protection Act 1987; or
  - 11.4.4 any other consumer protection legislation;as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standards Office.
- 11.5 Subject to these Term and Conditions (and in particular without affecting Clause 2.1), we confirm that the School will be responsible and liable for any:

11.5.1 negligent or other act or omission of the Instructor for which, if the Instructor were an employee of the School, the School would be responsible or liable; or

11.5.2 act or omission of the Instructor which, if it were Our act or omission, would be a breach by Us of Our contract with You;

In any such case, Our responsibility or liability shall be no less or greater or different from what it would have been had the act or omission been that of the School or its employees acting in the course of their employment.

## **12. Changes to Terms and Conditions**

We may, from time to time, change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

## **13. How We Use Your Personal Information (Data Protection)**

We will only use Your personal information as set out in Our Privacy notice available from our website.

## **14. Regulations**

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We or the Instructor accept Your request to book any lesson) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You or ensure that the Instructor does so before We or he/she accepts Your request to book a lesson. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

## **15. Information**

As required by the Regulations:

15.1 all of the information described in Clause 14; and

15.2 any other information which We give to You about tuition or other services or the School which You take into account when deciding to book a lesson or when making any other decision about Our tuition or other services;

will be part of the terms of Our contract with You as a Consumer

## **16. Complaints**

We always welcome feedback from Our Pupils and, whilst We always use all reasonable endeavours to ensure that We and Our Instructors provide a high standard of tuition and service to Pupils, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about tuition or other services or any other complaint about the School or any Instructor, please raise the matter with Bryony Pegge by email ( [contact@freewheeldrivingschool.co.uk](mailto:contact@freewheeldrivingschool.co.uk)).

## **17. No Waiver**

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

## **18. Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of

these Terms and Conditions and the remainder of the provision in question shall not be affected.

**19. Law and Jurisdiction**

- 19.1 These Terms and Conditions, the contract between You and Us and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 19.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 19.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the contract or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by your residency.