

**Terms and Conditions, Rio Driving School / JCC Driving School, Updated April 2021.**

INSTRUCTOR: Kevin Cartwright

PUPIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**Disclaimer:** The Pupil should be aware that all Rio Driving School Instructors are Self Employed. Rio Driving School takes no responsibility for any payment made by the Pupil to the Instructor, as these monies are not paid to Rio Driving School.

**1. ENTITLEMENT AND FITNESS TO DRIVE**

1.1. The Pupil certifies that a valid driving and suitable licence is held to drive the tuition vehicle. Pupils must inform their Instructor immediately if they receive any endorsements on their licence during the period they are receiving tuition.

1.2 On your first driving lesson, you must pass a basic eye sight test with your instructor present.

1.3 The Instructor is at liberty at his/her absolute discretion to refuse to proceed with a lesson if he or she has reason to believe that the Pupil is not fit to drive, for example, if the Pupil is under the negative influence of drink or drugs. Conversely, it is the Pupil's responsibility to ensure that any necessary prescribed medication(s) are taken in good time before a lesson or driving test commences. If glasses are required to drive, these should be brought along to each driving lesson. The Instructor will accept no liability for accidents, injury or damage to any third party caused by the Pupil's recklessness or negligence during a lesson.

**2. LEGAL LIABILITY**

2.1 The Pupil should be aware that the Instructors primary objective is to promote road safety and in doing so, he/she may take control of the vehicle. The Instructor will make every effort to instruct the Pupil to the highest standard but can in no way be held liable for any errors that the Pupil may make whilst driving and not accompanied by the Instructor either before or after a test pass.

2.2 The Instructor will endeavour to teach the Pupil the correct driving skills according to the recommended syllabus issued by the DVSA, with the minimum number of lessons required.

**3. USE OF VEHICLE**

3.1. In the event of a mechanical breakdown or other difficulty outside the control of the Instructor the Instructor reserves the right to rearrange lessons at short notice. If mechanical failure occurs within 3 working days of a driving test the Instructor will endeavour to help the Pupil find a replacement vehicle for the purposes of taking the practical Test. If no replacement vehicle can be found, the Instructor will refund the total cost of the driving test to the Pupil.

**4. PRICES / CHARGES**

4.1 A minimum of 48 hours notice is required to be given to the Instructor by the Pupil to cancel a lesson or re-arrange it and should the Pupil fail to give such notice the Pupil may be liable to pay the full tuition fee.

4.2 The Instructor will wait for 10 minutes after the appointment time before deeming the lesson to have been cancelled with insufficient notice.

4.3 A lesson is 1 hour in duration, or more. If for any reason outside the Instructors control it is not possible to give a full lesson of instruction, then any lost time will be added to a later lesson. It is the responsibility of the Pupil to ensure that this is noted on the appointment card.

4.4 All lessons of one hour duration are charged at **£30** for Manual Transmission. Automatic lessons are charged at **£32** per hour.

**PLEASE READ CAREFULLY BEFORE SIGNING BELOW AND RETURNING THE SIGNED FORM TO THE INSTRUCTOR.**

I agree to be bound by the Terms and Conditions as set out above. **Special Note: if Pupil is under 18 years of age, a parent or guardian must sign below.**

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF INSTRUCTOR \_\_\_\_\_

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**5. PAYMENTS.**

5.1 Payment for each hour of instruction should be made prior to the lesson.

5.2 All cheques must be made payable to the Instructor at least 7 days prior to the lesson taking place. If paying online via bank transfer, this must be done at least ~~48 hours prior to the lesson.~~ It is the responsibility of the Pupil to ensure that funds have reached the Instructor. We offer on-line debit / credit card payment facilities.

5.3 Rio Driving School reserves the right to change the hourly rate with reasonable prior notification to the Pupil.

5.4 Prepaid driving lessons (including any vouchers or block bookings) must be used within 3 months of purchase unless otherwise agreed.

**6. DRIVING TESTS**

6.1 Driving tests may only be arranged with the prior agreement of both the Instructor and the Pupil. The price paid for the driving test at the DVSA does not include the use of the car for the purpose of the test and any prior instruction. Therefore current rates will apply. The Instructor reserves the right to withhold the use of his/her vehicle for a driving test. The use of the instructor's vehicle for a driving test is currently set at £75. Extended Tests cost £105.

6.2 You must show a copy of your driving test booking to your Instructor immediately after booking.

6.3 Unless otherwise arranged, the Instructor will collect you exactly 1hr before your driving test commences.

6.4 You must take your driving licence along and show this to your Instructor before you leave for the driving test centre.

**7. CANCELLATIONS**

7.1 Occasionally the DVSA will postpone a driving test via phone or email. It is the Pupil's responsibility to monitor these channels and ensure that the Instructor is informed of changes at the earliest opportunity. Failure to do so will make the Pupil liable to pay the full cost of the driving test.

7.2 Unscheduled driving test cancellations and/or adverse weather. The Pupil may request a refund from the Instructor minus any prior instruction cost and time travelling back; usually around 1.5 hours total, though not always.

**8. COMPLAINTS / REFUNDS**

Complaints are dealt with in accordance with the ADI Code of Practice. Please call the office number on 0800 566 8636. If you cannot get through, please call 07970 968 240 and leave a message. We will respond! You may also email us at [riopaulf@gmail.com](mailto:riopaulf@gmail.com)

Refunds. If a refund for unused driving lessons is requested, the Instructor is at liberty to charge a £10 administration fee. Additionally, if lessons have been block booked, then the Instructor will deduct the full lesson price of the lessons already taken. For example, 10 manual lessons are £280 (£28/hr). If 6 lessons have already been used, then the refund would be calculated as follows: 6\*£28 (current single lesson price) = £180, plus £10 administration fee = £190. Total refund would be £280-£190 = £90.

**9. JCC DRIVING SCHOOL**

**JCC Driving School operates a Franchise of Rio Driving School. Contact JCC Driving School on 07773 123443 or 07773 123426**

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