

# Driving Lessons: Terms and Conditions

## Overview

Your driving instructor will ask you to sign a copy of the Terms and Conditions form. This will either be in the form of a printed out copy by your instructor or found in the student handbook (subject to availability). Signing these terms and conditions reflects your agreement and understanding of what these terms and conditions are to take driving lessons with Fulton's Automatic Driving School.

## Terms and conditions

1. **The Pupil should be aware that all Fulton's Automatic Driving School Instructors are franchisees of the company. Fulton's Automatic Driving School Limited takes no responsibility for any payments made by the pupil directly to the Instructor, as these monies are not paid to Fulton's Automatic Driving Limited.**
2. A minimum of 24 hours' notice is required to be given to the Instructor by the Pupil to cancel a Driving Lesson. **Should the Pupil fail to give the Instructor notice the Pupil is liable to pay the full Driving Lesson fee.**
3. Payment for each lesson of instruction should be made prior to the Driving Lesson.
4. Fulton's Automatic Driving School and its Instructors reserve the right to change the hourly lesson rate at any time for new bookings. They will ensure they provide reasonable prior notification to the Pupil.
5. All cheques must be made payable to the Instructor, not Fulton's Automatic Driving School Limited, and will only be accepted with a valid cheque guarantee card.
6. Student lesson credit is valid for 6 months starting from the date of purchase.
7. Payment for sitting a practical driving test is paid directly to the DVSA, however this does not include the use of a tuition vehicle. Therefore, a payment must be made to your Fulton's Automatic Driving School instructor directly for use of the vehicle and time spent travelling to and from the test centre.
8. In the event of mechanical breakdown or other difficulty outside the control of the Instructor, the Instructor reserves the **right to rearrange lessons at short notice.**
9. **LEGAL LIABILITY.** 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 Driving Test Pass.
10. The lesson duration is pre-agreed between the Instructor and Pupil – typically one hour, 90 minutes or two hours. If for any reason, outside the Instructor's control, it is not possible to deliver the full lesson duration, any remaining time will be added to a later Driving Lesson. It is the responsibility of the Pupil to ensure that this is noted on the appointment card.
11. The Pupil certifies that a valid suitable Driving Licence is held to drive the tuition vehicle. Pupils must inform their Instructor immediately if they receive any endorsements on their Driving Licence during the period they are receiving tuition. You must be able to pass the DVSA eyesight check before driving. Your instructor reserves the right to cancel the lesson if you fail this test.
12. 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.
13. Personal data, and/or information about you, that you provide to Fulton's Automatic Driving School and/or your Instructor may be used in accordance with our Privacy Policy, this is available at upon request via email to [office@fultonsautomaticschool.co.uk](mailto:office@fultonsautomaticschool.co.uk)
14. Driving Tests may only be arranged with the prior agreement of both the Instructor and the Pupil.
15. Any complaints are to be dealt with in accordance with the ADI Code of Practice.
16. The Instructor is at liberty to refuse to proceed with a lesson if he or she has reason to believe

- that the Pupil is in any way under the influence of drink or drugs at the time of the Driving Lesson.
17. If the Pupil agrees, the Instructor may take photographs / videos of the Pupil after their Driving Test and request a positive Customer Review. The Pupil will receive the review request via SMS or email sent by either the Instructor, Fulton's Automatic Driving School Limited or Third Party Review companies such as TrustPilot.
  18. Nothing in these Terms and Conditions will affect any statutory rights you may have as a consumer.
  19. The Instructor reserves the right to withhold the use of his/her vehicle for a Driving Test.
  20. Fulton's Automatic Driving School Limited reserves the right to change and amend these Terms and Conditions at any time without prior notice. In the event that any changes are made, the revised Terms and Conditions shall be posted on [www.fultonsautomaticschool.co.uk](http://www.fultonsautomaticschool.co.uk)
  21. The Instructor will endeavor to teach the Pupil the correct driving skills according to the recommended syllabus issued by the DVSA within the minimum number of driving lessons required.