

Sure-Pass.com Driving School

Terms and Conditions of Sale

We reserve the right to change these Terms from time to time. Any changes to these terms will take effect immediately and shall be notified to you.

Your Instructor

In these terms and conditions (the “Conditions”) “We”, “Us” or “Our” means. Your instructor is a self-employed franchisee (“Your Instructor”) of Sure-Pass.com and acts as agent for Your Instructor in receiving Your payments for driving tuition other than payments made directly by You to Your Instructor. Where Sure-Pass.com makes bookings with, or supplies any information or documentation to You, 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 or have applied for the enhanced rate of the mobility component of Personal Independence Payment (PIP), or 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 will be collected from an agreed location by Your Instructor at the beginning of the lesson and dropped off at the same location at the end.

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

If You or Your Instructor wish to cancel a lesson a minimum of 3 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 3 hours’ notice of cancellation You will be charged for the lesson(s) concerned.

If Your Instructor is at the agreed location for your lesson, at the agreed time, Your Instructor will wait for 15 minutes for Your arrival, after which time, if you have not arrived for your scheduled lesson, the lesson will be cancelled and You will be charged for the lesson concerned.

Please note that in the event of You having booked your driving test, the DVSA stipulate 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 before the start of the lesson by using one of the following methods:

- Cash payment before the lessons commences.

Your Instructor does not carry any monies in the tuition vehicle so the correct amount will be required if paying by cash.

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.

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 the "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 Sure-Pass.com, subject to the below.

- If You have taken lesson(s) at the time of cancellation You will not be eligible for a refund on any lessons taken.
- 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.
- Refunds may take up to 10 working days to reach You or Your account.
- Refund of partial block booking will be made pro rata on any lessons not taken.
- In the event of a "Buy one get one free" offer, no refund will take place once the first lesson has been taken

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 and Sure-Pass.com 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 and/or Sure-Pass.com 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.

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 whilst in control of driving the Instructor's tuition vehicle.

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.

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.

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.

By providing Us with your personal data and contact details, You consent to the use of that data and to Your being contacted by Your Instructor 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.

General

"Force Majeure" means an event or sequence of events beyond our reasonable control preventing or delaying us from performing our obligations. We will not be liable if delayed in or prevented from performing our obligations under these Terms and Conditions due to Force Majeure. A waiver of any rights under these Terms and Conditions or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. If any provision or part-provision

of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms.

These Terms are not intended to give rights to anyone except you and us. The rights of any third parties are specifically excluded.

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.

Acceptance

By completing this form below you are accepting these terms and conditions of contract and agree to abide by these conditions throughout the duration of your tuition with Sure-Pass.com

Pupil Signature: _____

Print Name: _____

Date: _____