

CODE OF CONDUCT TERMS & CONDITIONS

THE CODE OF PRACTICE FOR PROFESSIONAL DRIVING INSTRUCTORS

Introduction

A driving instructor who gives lessons in a motor car in return for payment must be on the “Register of Approved Driving Instructors” (ADIs). To gain entry to the register, prospective instructors need to pass a series of examinations administered by the Driving Standards Agency (DSA). People training to be ADIs who have part completed the examinations can obtain from the Agency a licence to acquire practical experience which is strictly limited to six months. Once fully qualified and on the register, ADIs are regularly tested by the DSA to check their continued ability to give instruction to an acceptable standard. The DSA and the driving industry place great emphasis on professional standards and business ethics. The code of practice set out here has been based on the codes issued by the Driving Standards Agency, Motor Schools Association of Great Britain and the Driving Instructors Association...

Personal Conduct

The instructor will at all times behave in a professional manner towards clients.

Clients will be treated with respect and consideration.

The instructor will try to avoid physical contact with client except in an emergency or in the normal course of greeting.

Whilst reserving the right to decide against giving tuition, the instructor will not act in any way which contravenes legislation on discrimination.

Business Dealings

Castle Valley Limited will safeguard and account for any monies paid in advance by the client in respect of driving lessons, test fees or for any other purpose and will make the details available to the client on request.

The instructor on or before the first lesson should provide clients with a written copy of his/her terms of business to include:

- • Legal identity of the instructor with full address and telephone number at which the instructor or his/her representative can be contacted
- • The price and duration of the lessons
- • The price and conditions for use of a driving school car for the practical driving test
- • The terms under which cancellation by either party may take place
- • Procedure for complaints

The instructor should check a client’s entitlement to drive the vehicle and his/her ability to read a number plate at the statutory distance on the first lesson. When presenting a client for the practical driving test, the instructor should ensure that the client has all the necessary documentation to enable the client to take the test and that the vehicle is roadworthy. **Page 2**

Instructors will advise clients when to apply for their theory and practical driving tests, taking account of local waiting times and forecast of client's potential for achieving the driving test pass standard. The instructor will not cancel or re-arrange a driving test without the client's agreement. In the event of the instructor's decision to withhold the use of the school car for the driving test, sufficient notice should be given to the client to avoid the loss of the DSA test fee.

The instructor should at all times, to the best of his/her ability, endeavour to teach the client the correct driving skills according to the DSA's recommended syllabus.

Advertising

The advertising of driving tuition shall be honest; claims made shall be capable of verification and comply with codes of practice laid down by the Advertising Standards Authority.

Advertising that refers to client's pass rates should not be open to misinterpretation and the basis on which the calculation is made should be made clear.

Conciliation

Complaints by clients should be made in the first instance to the driving/instructor following the complaints procedure issued.

Failing agreement or settlement of a dispute, reference may be made to DSA's Registrar of Approved Driving Instructors who will consider the matter and advise accordingly.

Should the Registrar not be able to settle the dispute he/she may set up a panel, with representatives from the ADI industry, to consider the matter further or advise that the matter should be referred to the courts or other statutory body to be determined.

Explanatory Notes to Accompany the ADI Code of Practice

Personal Conduct

1. Being professional means acting in a manner that brings credit to the instructor personally and to the industry in general. For example, an instructor should always be polite, punctual, give value for money and meet the legitimate expectations of the pupil. It means not openly discussing with others matters that the pupil has disclosed, whether in confidence or not. It also means having a training vehicle which is properly maintained, roadworthy, legal for giving instruction and internally and externally clean.

2. The instructor should recognise that some pupils feel threatened or insulted by over-familiar or crude language or behaviour. The instructor should also recognise that some pupils, particularly women, will feel nervous about driving or being driven to lonely or isolated locations. The instructor's priority should always be for the safety of the pupil, always taking every practical step to ensure that the pupil will feel at ease and secure in the learning environment.

3. Physical contact can be misconstrued. Except in an emergency an instructor should try to avoid it.

4. Instructors are free to choose their pupils. An unwillingness to give lessons should not give offence and the individual should have no reason to suppose any form of discrimination has been applied. An instructor should be particularly careful not to contravene the provisions of the Sex Discrimination Act, the Race Relations Act or the Disability Discrimination Act. Not every instructor has been trained or is equipped to teach people with some disabilities.

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Business dealings

- 5.** If money is taken in advance for lessons the instructor will keep a proper customer account and the pupil should be kept advised of the state of their account. The company does not book driving tests on behalf of pupils.
- 6.** The instructor will explain the terms and conditions before or during the first lesson, any contract exists per lesson only, a copy of the terms and conditions will be available on the company web site. The instructor or driving school must ensure there is a full compliance with the terms specified in the Consumer Contracts Regulations and in particular with the unfair terms section.
- 7.** It is unprofessional not to have checked a pupil's entitlement to drive or ability to read a number plate at the statutory distance. Failure to do so could lead an instructor open to criminal charges for "aiding and abetting" under the Road Traffic Act. Similarly, it is unprofessional for an instructor to allow a pupil to arrive at the test centre without the correct documentation or, in the case of a practical driving test, in an unroadworthy vehicle so that the test cannot take place or has to be terminated.
- 8.** The pupil's readiness for the driving test should be openly discussed and honest advice be given. Should a pupil insist on taking the test against the instructor's advice the instructor may withhold the use of the tuition vehicle. In those circumstances sufficient notice should be given so that the pupil will not forfeit the test fee.

At the commencement of intensive courses, a pupil's attention should be drawn to the potential loss of fee, if judged not ready by the instructor, and the fact recorded.

- 9.** The instructor should try to teach the pupil to drive safely as a life skill (not just to pass the driving test), adapting the instruction to the needs of the pupil. The instructor should endeavour to give driving tuition on a wide variety of roads and in varying traffic conditions. Teaching on test routes alone should be avoided, as should conducting manoeuvres frequently in the same place.
- 10.** The whole of a paid lesson should be given over to the pupil's instruction; none of it should be used for the instructor's personal business.

Advertising

- 11.** All advertising should be honest, and any claims made to such things as pass rates or check test grading should be capable of verification. It is not uncommon for trading standards officers to prosecute for inaccurate or misleading claims. Both the Advertising Standards Authority and the Office of Fair Trading have the powers to act against the publication of misleading advertisements.
- 12.** If advertising pass rates is to have any meaning, then it must be on a consistent basis across the industry. Records should be kept substantiating any claims made.

Conciliation

- 13.** Complaints are a fact of business life and the instructor should have a procedure for dealing with them which is open, honest, and fair. Positively handled complaints enhance customer loyalty; sensibly run businesses encourage customers to raise queries before they turn into complaints and correct mistakes before complaints arrive.
- 14.** The Registrar of Approved Driving Instructors will be prepared to offer advice in an attempt to resolve a dispute.

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15. As a last resort, the Registrar will consider setting up a panel to advise on a dispute. The panel would contain at least one representative from the industry's Association who are endorsing this Code and suitable persons independent of the driver training industry. Where contractual matters are at the basis of a complaint it may be a matter for the Small Claims Court or other statutory body such as a local authority Trading Standards Department.

16. Details of the panel and procedures can be obtained from The Registrar, Driving Standards Agency, Stanley House, 56 Talbot Street, Nottingham, NG1 5GU.

Further Information

Please contact the ADI Registrar at Driving Standards Agency, Nottingham, on 0115 901 2500.

TERMS OF BUSINESS FOR THOSE UNDERTAKING DRIVER TRAINING

These terms have been endorsed by the Motor Schools Association and detail the terms of business of your driving school.

Appointments

All appointments are electronically recorded as are driver records.

Driving licence

- Clients must personally ensure that they are the holders of a valid, signed current driving licence, which must be produced at the first lesson and may be regularly checked by the instructor.
- Clients must inform their driving instructor if they receive any endorsements on their licence during the time that they are receiving tuition.
- Clients must inform their driving instructor of any disabilities they have which may affect their ability to drive.

Client Wellbeing

- In the interests of comfort and safety, clients are advised to wear suitable footwear and comfortable clothing which does not restrict movement. Please ask your instructor for any advice you may require.

Tuition Fees

- Tuition fees are as stated in the driving school's price list and Payment Details below and are payable in advance. All accounts must be cleared, in cash, before proceeding on an official driving test.

School/Instructor Guarantee

- The instructor guarantees that only legally authorised instructors will give tuition.
- Instructor's official authorising documents will be displayed on the windscreen of the car and may be inspected freely at any time.
- Clients may be accompanied on their lesson by a supervising examiner whose job it is to ensure that the tuition given meets the required standard. This is a legal requirement and is in the public interest.

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- If an authorised trainee instructor is used, the pupil must be informed that the instructor is a trainee and can expect a senior supervising instructor present during some of the lessons. The pupil has the right to decline training by a trainee instructor.

Postponement or Cancellation of Lesson by Clients

- At least two working days' notice of postponement or cancellation of lesson is required. Please note that Saturdays, Sundays and public holidays are not counted as working days. Late cancellations or postponements will be charged for as specified in the Price List and Payment Details. An administration charge may be added if it is required to invoice the pupil for late cancellation or postponement fees.
- Such notice to the instructor (in writing, or by phone call or text message) shall be deemed to have been served on the day that the communication is received at the instructor's premises where it will be timed and recorded.

Postponement or Cancellation by the Driving School

- If by reason of a vehicle failure or other emergency, a lesson has been postponed at short notice, an alternative appointment shall be made with mutual consent. Should such a postponement be a driving test, the school shall be responsible to the client for the fee of the next test if it cannot be cancelled within the required time (see below about test cancellations).
- Driving tests take priority over lessons; therefore, a lesson already booked may sometimes have to be cancelled or postponed if the driving school receives short notice of a driving test.
- Except as provided for in the first sub-paragraph of this section, the school will where possible give notice of re-arrangement or postponement of a lesson within the same limit as the school imposes on a client postponing or cancelling a lesson.
- If circumstances arise that a change of instructor becomes necessary, the client shall have the right to decline and also the right to discontinue lessons with the school.

Postponement or Cancellation of a Test

- The attention of clients is drawn to the fact that the DSA require at least 3 clear working days' notice, not counting the day DSA received your request and the day of test, for the cancellation or postponement of a test. If you don't give enough notice, you'll lose your fee.
- If possible, the client will be advised in good time of the advisability of cancelling their test. The school/instructor cannot be responsible for the loss of the test fee if the client fails to immediately notify the test booking office. The address and telephone number for cancellations/postponements is given on the test appointment card.
- **The school/instructor cannot be held responsible for any postponement or cancellation of a test by the DSA – at whatever notice.**
- Clients should note that where lessons or tuition vehicle hire are cancelled at short notice, because of a cancellation by the DSA, fees are still payable. It may be possible for clients to claim lost fees from the DSA.

The Driving Test

- Your instructor will advise the appropriate time to make an application for a driving test. The advice will be based on the client's progress to date. It does NOT imply that the necessary standard has been reached or that it will for certain be reached by the appointed test date. The school/instructor will not hesitate to advise, where necessary, the postponement of the test. This condition is intended to save the client expense, unnecessary failure and the consequent delay in waiting for another test and obtaining a full licence.

- The school/instructor reserves the right to withhold the use of the school car for the test or a lesson if in the opinion of the instructor the client is:
 - Not at driving test standard
 - Medically unfit (including eyesight)
 - Under the influence of drugs or alcohol
 - Is not properly licenced to drive
 - Consistently fails to keep, or is late for appointments
 - Falls into arrears over payment
 - If for any other reason the instructor considers client will be unsafe to handle a motor vehicle.

- Clients may be accompanied on their test by a supervising examiner whose job is to ensure that official standards of testing are observed by examiners. This is a legal requirement and is in the public interest.

- You are reminded that when you go to take your driving test you must take the required documents. Failure to comply with this regulation will mean the examiner will have to cancel your test, you will forfeit your test fee and have to apply for a new test date.

- In the event of the test appointment being sent to the client, they are required to notify the school/instructor as soon as possible of the date and time of the test and show the document to their instructor at the next lesson. The school/instructor cannot accept any responsibility for booking an incorrect time or date of a test unless the appointment document is produced. If the appointment is sent to the school/instructor, then an undertaking is given to show the client the document on their next lesson or notify them as soon as possible. The document will be handed to the client on request.

Lessons in Own Car

- Driving tuition may be given in a client's own car if the instructor is willing to do so, on the condition that it is clearly understood:
 - The car is fully insured for teaching for reward and this must be confirmed in writing by the vehicle underwriters

- The instructor is covered by such insurance to drive the car – to be confirmed as above

- The instructor can in no way be held liable for any damage or accident. While the instructor will make every effort to prevent the client having an accident, or damaging the car, it will be realised that their control is very limited. If clients wish to have lessons in their own car, then a second rear view mirror and an approved seat belt and head restraint must be provided for the instructor. In view of the extra responsibility entailed, there will normally be no reduction in lesson charges.

Insurance

- School cars are fully insured for tuition and driving tests. The certificate of insurance is available for inspection.
- No liability of any kind can be accepted by the school/instructor for the loss of, or damage to, any property belonging to or in the possession of the client.

Legal Liability

- Clients should be aware that their instructor's primary objective is to promote road safety and in doing so, he/she will have to issue instructions which clients must be prepared to carry out without undue argument.

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- The instructor will make every effort to train the client to the highest standard, but in no way can be held liable for any errors the client may commit whilst driving and unaccompanied by the instructor either before or after a test pass.

Complaints

- If the client is unhappy with any aspect of his/her tuition, he/she should notify the school/instructor without delay and not later than seven days from the date on which the cause for complaint arose. Every effort will be made by the school/instructor to satisfactorily deal with the complaint in accordance with the Code of Practice issued by the school/instructor.

PAYMENT DETAILS

- The duration of each lesson is based on the one-hour unit.
- Lessons normally start at the client's home or a place agreed by mutual consent.
- All fees are subject to adjustment from time to time at two weeks' notice.
- Discounted Block bookings may be available from time to time.
- Driving tests require a two-hour booking.

Bank to Bank

Payments may be made bank to bank please ask for our bank information.

Credit Cards

Please ask your instructor about this facility.

Cancellations

Your Instructor reserves the right to charge for lessons cancelled with less than *two working days'* notice. Please text or call for cancellations directly to your instructor on the number given.

In their own interest, clients are advised to be punctual for their appointments. The instructor will wait for a maximum of 10 minutes. A reciprocal waiting time may become necessary for the arrival of the instructor due to some unforeseen circumstance. The lesson will commence from the declared start time or the time of the instructor's arrival if that should be later.

Alcohol

Should your instructor suspect the student is under the influence of alcohol in such case the student may be requested to give the instructor a breath sample, if a positive sample is given the lesson will be cancelled immediately and the lesson will be charged for in full.