

CHECKMIRRORS DRIVING SCHOOL

Terms and Conditions of Business

These Terms and Conditions govern the provision of driving tuition services by Checkmirrors Driving School ("the Instructor", "we", "our", or "us") to the pupil ("the Student", "you", or "your").

By booking and/or attending driving lessons with Checkmirrors Driving School, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

1. General

1.1 All driving lessons and associated services provided by Checkmirrors Driving School are subject to these Terms and Conditions.

1.2 Checkmirrors Driving School reserves the right to amend these Terms and Conditions at any time. The most recent version shall apply to all bookings and lessons.

1.3 Driving tuition shall be provided by an Approved Driving Instructor (ADI) or a trainee instructor (PDI) operating in accordance with DVSA regulations.

2. Lesson Bookings and Payments

2.1 Lessons are subject to instructor availability and shall not be deemed confirmed until expressly confirmed by the Instructor.

2.2 Payment for lessons shall be made in advance or immediately following the lesson, unless otherwise agreed in writing.

2.3 Block bookings must be paid in full prior to the commencement of the first lesson.

2.4 Lesson fees are non-refundable except at the sole discretion of the Instructor.

2.5 We reserve the right to amend lesson fees at any time. Reasonable notice shall be given where practicable.

3. Cancellation and Missed Lessons

3.1 A minimum of 48 hours' notice is required to cancel, reschedule, or rearrange any driving lesson.

3.2 Where less than 48 hours' notice is given, the full lesson fee shall remain payable.

3.3 Failure to attend a booked lesson without notice shall constitute a missed lesson and shall be charged in full.

3.4 The Instructor will wait no longer than 15 minutes at the agreed time and location. If the Student has not arrived within that period, the lesson shall be treated as a failure to attend. Any lateness shall be deducted from the scheduled lesson time.

3.5 If the Instructor is unable to attend a lesson due to illness, vehicle breakdown, adverse weather conditions, or any other unforeseen circumstance, an alternative lesson date shall be offered where reasonably practicable. Liability shall be limited to the refund or rearrangement of the affected lesson only.

3.6 If a lesson ends early unexpectedly, any unused time may, at the Instructor's discretion, be credited towards future lessons.

4. Use of Instructor's Vehicle for Driving Tests

4.1 The use of the Instructor's vehicle for a practical driving test shall be entirely at the sole discretion of the Instructor.

4.2 The Instructor reserves the absolute right to refuse use of the vehicle if, in the Instructor's professional opinion, the Student:

- is not of the required test standard;
- is not considered safe to drive independently;
- presents a safety risk to themselves, the Instructor, the examiner, or other road users; or
- is otherwise deemed unsuitable or insufficiently prepared for the practical test.

4.3 The Instructor's decision regarding test readiness and vehicle use shall be final.

4.4 No guarantee is given that the Student will pass any theory or practical driving test.

5. Student Obligations

5.1 The Student must:

- hold a valid UK provisional or full driving licence;
- provide proof of licence entitlement upon request;
- inform the Instructor of any driving endorsements or penalty points;
- ensure that they are medically fit and legally entitled to drive;
- be able to read a vehicle number plate from a distance of 20 metres;
- notify the Instructor of any medical condition, disability, injury, medication, or change in circumstances that may affect driving ability; and
- wear suitable clothing and footwear for driving.

5.2 The Instructor reserves the right to terminate or refuse a lesson where the Student appears to be under the influence of alcohol, drugs, or any other substance that may impair driving ability.

5.3 The Student must at all times behave in a respectful and appropriate manner. Abusive, threatening, discriminatory, or otherwise inappropriate conduct shall not be tolerated and may result in the immediate termination of lessons without refund.

6. Instructor Responsibilities

6.1 The Instructor shall exercise reasonable skill and care in providing driving tuition in accordance with DVSA standards.

6.2 The Instructor shall ensure that the tuition vehicle is appropriately insured, taxed, maintained, and fitted with dual controls where required.

7. Liability

7.1 Nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury caused by negligence, fraud, or any other liability which cannot lawfully be excluded or limited under English law.

7.2 Subject to clause 7.1, Checkmirrors Driving School shall not be liable for:

- cancellations or delays caused by weather conditions, traffic conditions, mechanical failure, illness, DVSA action, or circumstances beyond our reasonable control;
- any indirect or consequential loss;
- the cancellation of any driving test by the DVSA; or
- any loss arising from the Student's failure to pass any driving test.

7.3 The Student remains responsible for complying with all applicable road traffic laws during lessons and tests.

8. Data Protection

8.1 Personal data shall be collected, stored, and processed only for legitimate business purposes, including lesson administration, communication, and the provision of driving tuition services.

8.2 Personal information shall be managed in accordance with applicable UK data protection legislation, including the UK General Data Protection Regulation (UK GDPR).

8.3 We will obtain your verbal consent before using your image on social media. If you subsequently withdraw that consent, we will remove the image within 24 hours.

9. Termination

9.1 Checkmirrors Driving School reserves the right to terminate lessons and cease providing services where:

- the Student is in breach of these Terms and Conditions;
- payment remains outstanding; or
- the Instructor reasonably believes that the continuation of tuition would be unsafe or otherwise inappropriate.

9.2 Any prepaid lessons remaining following termination may be refunded at the sole discretion of Checkmirrors Driving instructors.

10. Governing Law

10.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

10.2 Any dispute arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.