

## Pupil Terms and Conditions

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### Your instructor and A1 Road Skills Ltd

Your instructor is self-employed ('your instructor'). A1 Road Skills Ltd (the 'company', 'we', 'us', 'our') may act as agent for your instructor in receiving your payments for driving tuition other than payments made directly by you to your instructor. Where A1 Road Skills Ltd 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.

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### Tuition

Tuition is only available to persons who meet the following criteria:

- Are aged 17 or over (or aged 16 or over for 'off-road' driving lessons or who are in receipt of the higher rate of Disability Living Allowance (mobility component)); and
- Who hold a valid UK provisional driving licence (with the exception of 'off-road' driving lessons); and
- Who legally entitled to drive in the UK.

'Off-road' driving lessons will take place on private property only, away from public highways. Your instructor will hold a valid certificate of insurance to cover the use of the vehicle for these lessons.

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## Client's own vehicle

If a Client wishes to have training in their own vehicle or a vehicle supplied by them ('Client's Vehicle'), then the client must bring this to the instructor's attention at least 48 hours prior to commencement of the applicable training session. It is within the instructor's sole discretion as to whether they agree to training taking place in the client's Vehicle. If the Instructor does agree to training taking place in the client's vehicle, then unless otherwise agreed in writing, the instructor will require sight of an original certificate of insurance that insures the client's vehicle for the purpose of tuition and shows the instructor either as a named driver on the policy or that driving by 'any driver' is permitted for the purpose of instruction. Only if such satisfactory insurance cover can be arranged will training take place in the client's vehicle. The client will be responsible (in advance of payment by the Instructor) for any insurance premiums or insurance company/broker administration charges.

If the Instructor agrees to the training being conducted in the client's own vehicle or any vehicle supplied by the client, then the client warrants that the vehicle is roadworthy and has a valid MoT certificate (if applicable) and is in good condition generally. The client will supply the Instructor with a valid MoT certificate (if applicable) upon request.

If the client fails to supply to the instructor the MoT certificate(s) or if in the instructor's reasonable opinion the vehicle is not roadworthy, then the instructor may cancel the training session and no refund of the price will be made to the client.

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## Lessons

You and your instructor are responsible for agreeing all matters relating to the timing, location and duration of individual lessons.

You are held legally responsible and bound by legislation for informing your instructor of any matters which may 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 or the taking of any medication which may affect your ability to drive either physically or legally. Further advice can be found at <https://www.gov.uk/drug-driving-law> and at <https://www.gov.uk/government/news/public-approval-for-driving-limits-for-16-drugs> which lists illicit drugs for drivers.

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## Cancellation of lessons

If you or your instructor wish to cancel a lesson a minimum of 48 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 48 hours' notice of cancellation you may be charged for the lesson(s) concerned in full. Please note that in the event of you having booked your driving test, the Driver

and Vehicle Standards Agency (DVSA) stipulates 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.

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## Payments and lesson bookings

You can pay for any tuition at least 48 hours before the start of the lesson by using one of the following methods:

1. By credit/debit card at the A1 Road Skills office or by telephoning the office on 0800 881 8021 (please note that only certain personnel at our office are authorised to accept telephone transactions and arrangements may have to be made for a transaction to take place at a mutually agreeable time). If paying by this method then the payment must be made prior to the lesson.
2. Some instructors at their discretion may accept credit or debit card payments in-car on the day of your lesson. In these circumstances payment must be made prior to the start of instruction to ensure acceptance of the payment through whichever method may be in use at the time of paying.
3. Payment by validated A1 Road Skills Ltd voucher or gift card. Please note cards are valid until the date shown thereon. Voucher and gift cards have no cash value and have to be redeemed against tuition. Voucher and gift cards are not transferable once they have been redeemed.
4. A variable handling fee is applied to credit card transactions. This charge may not apply to payments made by debit card. It is your responsibility to check for any fees that may be chargeable prior to making the payment. Neither A1 Road Skills limited or any instructor or agent acting on their behalf will be held responsible for charges incurred through payment methods other than payments made by cash or cheque.
5. Payment by cash or cheque can be made payable either direct to your instructor or to A1 Road Skills Ltd.

A1 Road Skills Ltd has no responsibility or liability to you for payments made by any other means. If you pay your instructor directly by any method, you should obtain a receipt from that person. A1 Road Skills Ltd accepts no responsibility for any payments made directly to instructors.

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## 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.

Circumstances where, if you have prepaid, you will either be required to pay an additional amount beyond the cost of your pre-paid lessons or receive a refund of some of your prepayments (as applicable):

1. Where you have requested to switch instructors and your new instructor charges a higher hourly rate than your previous instructor, you will be required to pay the difference in the hourly rate or, where your instructor charges a lower rate, receive a refund of the difference.
2. Where you have requested to switch instructor and your new instructor charges a supplement (for example an additional fee for tuition in a car with automatic transmission), you will be required to pay any such supplement.
3. Where you have not undertaken any lessons for a period of three months and have been reallocated an instructor after a price rise in tuition has taken place you will be required to pay the difference in price for your remaining lessons.

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## Special offers and discounts

A1 Road Skills Ltd presents a great range of offers to new and existing learner pupils on learning to drive and other related products. A1 Road Skills Ltd reserves the right to introduce (and to withdraw) special offers from time to time. Any introductory offers will only be available to new learner pupils and cannot be used in conjunction with other offers and are not transferable.

You are entitled to cancel your prepaid tuition at any time (for the provisions relating to the cancellation of individual lessons (please see 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 A1 Road Skills Ltd, subject to the points below.

1. If you have taken lesson(s) at the time of cancellation you will not be eligible for a refund on any lessons taken.
2. 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.
3. We may request additional information from you to confirm your identity in order to comply with the Money Laundering Regulations 2007; we will also use this information to ensure adherence to our Merchant Operating Instructions for card collection facilities.
4. Refunds may take up to 10 working days to reach you or your account.
5. Refund of partial block booking will be made pro rata on any lessons not taken.
6. In the event of a 'buy one get one free' offer, no refund will take place once the first lesson has been taken.
7. If you have paid using a prepaid gift card or A1 Road Skills Ltd voucher, we will not be able to proceed to any refund after redemption of the card or voucher.

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.

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## Transferability of lessons

You cannot sell or transfer lessons which have been purchased in your name to any other person.

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## Fraud prevention

Your lessons are only valid if they are purchased either directly with your instructor or through A1 Road Skills Ltd office either in person or by telephoning 0800 881 8021 or any of it's subsidiary telephone numbers which may be in use at the time of booking. If your lessons have been purchased through another source please contact us immediately on 0800 881 8021. In the event that some or all of your lessons were not purchased in accordance with the foregoing terms, A1 Road Skills Ltd reserve the right to suspend these lessons in your account, with immediate effect. An investigation will then be conducted by A1 Road Skills Ltd in order to check the validity of the purchase. Where the results of the investigation determine that the lessons are not valid they will not be provided to you and a1 Road Skills Ltd shall have no liability in these circumstances.

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## Limitation of liability

Your instructor and/or A1 Road Skills Ltd 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 a1 Road Skills Ltd 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.

You are reminded that A1 Road Skills Ltd are not parties to the contract for driving tuition itself, which is between you and your instructor. This does not affect any liability that A1 Road Skills Ltd may have for any loss or damage you may incur which is caused directly as a result of any breach (including negligence) by it or them of any legal duty owed by it or them to you.

Nothing in these terms and conditions will affect any statutory rights you may have as a consumer.

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## Insurance

Your instructor will carry the appropriate motor insurance, should you be involved in a collision as a learner driver while in control of driving the instructor's tuition vehicle.

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## 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 British courts.

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## Complaints procedure

If you have any concerns or complaints about any part of your driving tuition which cannot be resolved with your instructor, please contact A1 Road Skills Ltd on 0800 881 8021 or by post. Where the company is unable to resolve your complaint to your satisfaction, you will be entitled to escalate the matter to the Driver and Vehicle Standards Agency (DVSA). Please see <https://www.gov.uk/complain-about-a-driving-instructor>.

We will use reasonable endeavours to respond to your written query within 5 working days.

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## 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. We recommend no further lessons are taken until the matter is resolved. In the unlikely event that you are unable to reach a satisfactory conclusion, we will be happy to investigate further until the matter is resolved. Please note that we will require evidence of any financial transactions and lesson times before we are able to investigate. Therefore, it is imperative that you keep an accurate and up to date. Should you require us to investigate any matter, please contact us as soon as is practicable by one of the following methods:

Call: 0800 881 8021

Email: [info@a1roadskills.co.uk](mailto:info@a1roadskills.co.uk)

Post: A1 Road Skills Ltd., 34-36 Market Street, Haverfordwest, SA61 1NH

If you still feel dissatisfied, you may contact the Driver and Vehicle Standards Agency on 0300 200 1122 who may be able to help you further.

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## 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. It may also be used for marketing, research and statistical purposes and crime prevention. We may however need to disclose personal data to a third party so that the service you requested could be provided.

It may also be necessary to transfer it to countries outside the European Economic Area. Where this happens, we will endeavour to ensure that any recipient of your data will treat it with the same level of protection as we would.

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.

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you by formal written application to A1 Road Skills Ltd. By providing us with your personal data and contact details, you consent to the use of that data and to your being contacted by any A1 Road Skills Ltd company, 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. However you can contact A1 Road Skills Ltd at the address above in writing at any time to suppress some or all products.

A1 Road Skills Ltd may use a variety of brand and trading names including, but not limited to, A1 Road Skills Ltd, A1 Road Skills International, A1 CPC Training.

Calls made to your instructor and/or A1 Road Skills Ltd may be recorded for quality monitoring and training purposes.

For further information on how we use personal data, please see our full [privacy policy](#).

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## Registered address

Our address for personal visits and postal communication is A1 Road Skills Ltd, 34-36 Market Street, Haverfordwest, Pembrokeshire, SA61 1NH, UK.

Our registered office is at 104 High Street, Waltham Cross, Herts, EN8 7AN but is not able to deal with any questions or queries regarding learning to drive.

A1 Road Skills Ltd is a registered company in England and Wales, Company registration number 07212593.

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