

Appointment and Payment Record

Richard's
School of Motoring
0800 112 3966

Pupil details

Name: _____

Pupil No: _____

Home Address: _____

Pick up Address: _____

Contact Tel No: _____

Mobile No: _____

Date of first lesson: _____ / _____ / _____

Driving Licence No: _____

Eye sight check (date): _____ / _____ / _____

Practical Test (pass date): _____ / _____ / _____

Theory test (pass date): _____ / _____ / _____

Instructor details

Name: _____

ADI PRN: _____

Pupil terms and conditions

Your Instructor

Your instructor is a self employed franchisee ("Your Instructor") of Richard's SOM Devon.

Lessons

The contract for driving tuition is solely between You and Your Instructor. You and Your Instructor are responsible for agreeing all matters relating to the timing, location and duration of individual lessons.

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 provisional driving licence.

Richard's SOM Devon acts as an agent for Your Instructor in Your payments for driving tuition other than payments made directly by You to Your Instructor. Where Richard's SOM Devon makes bookings with, or supplies any information or documentation to you, or processes any payments for Your lessons, they act as an agent of Your Instructor.

Cancellations

If You or Your Instructor wish to cancel a lesson, a minimum of 48 hours prior notice should be given. Cancellations must be made directly between You and Your Instructor.

If You do not give at least 48 hours notice of cancellation, Your Instructor will be entitled to charge for the lesson(s) concerned.

By the signing of these Terms and Conditions, You agree to the above Lesson Availability and frequency section.

Payment and Lesson Bookings

You must pay for tuition in advance by using one of the following methods:

- Payment by cash, cheque or bank transfer direct to Your Instructor. (Cheques must be made payable to Your Instructor)

Richard's SOM Devon has no responsibility or liability to You for payments made by other means and further if You do pay Your Instructor directly by cash or cheque, You should obtain a receipt. Richard's SOM Devon accepts no responsibility for payments made directly to Instructors or as otherwise stated in these terms and conditions.

Price Changes

The price of lessons which have not been pre-paid as part of a block booking may be changed at any time. You will always receive prior notice of such changes.

The cost of pre-paid tuition is based on the lesson price in force at the time of booking and 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.

Transferability of Lessons

You cannot sell or transfer lessons which have been purchased in Your name to any other person without the consent of Your Instructor.

Fraud Prevention

Your lessons are only valid if they are purchased through Richard's SOM Devon or in accordance with the Payments and Lesson Bookings section set out above. In the event that some or all of Your lessons were not purchased in accordance with the foregoing terms, Richard's SOM Devon reserve the right to suspend these lessons on Your account, with immediate effect. An investigation will then be conducted by Richard's SOM Devon 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 the Richard's SOM Devon shall have no liability in these circumstances.

Liability

Your Instructor and Richard's SOM Devon 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;
- Such loss or damage results from circumstances or matters outside of the reasonable control of the relevant person or body

Your Instructor and Richard's SOM Devon shall not in any event, be liable for losses relating to any business interests You may have including, without limitation, lost profits, loss of opportunity or business or business interruption.

You are reminded that that Richard's SOM Devon is not a party to the contract for driving tuition itself, which is between You and Your Instructor. This does not affect any liability that Richard's SOM Devon may have for any loss of 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 to you by it or them to You.

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

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.

Signed

Print

Date