

The New Driver & the Instructor Trainer Specialist.

ADI TRAINING PACKAGES
1st Time Pass Ltd

TERMS & CONDITIONS OF BUSINESS

1.0 Definitions

- 1.1 The customer, you, your, the client, and the PDI refer to the customer of 1st Time Pass Ltd (the person who has joined the training course).
- 1.2 Us, we, our, the company, and 1st Time refer to 1st Time Pass Ltd, a company registered in England Number 7011248.

2.0 Training

- 2.1 The company shall provide you with a trainer who is suitably qualified to deliver the training.
- 2.2 Once a training session is booked we will require at least 10 clear working days notice (excluding weekends and bank holidays) to reschedule or cancel any dates. The company reserve the right to charge for any training cancelled without this level of notice being given. In such a case the client would then be liable to paying for that day(s) training again at the standard hourly rate if they wish to rebook.
- 2.3 In the event of the client being unable to attend the training as a result of illness or injury we would ask that you give as much notice as possible. If you are unable to provide 10 clear working days notice (excluding weekends and bank holidays) then we will require a medical certificate showing that you were unfit to drive. Only with this proof will we allow the training to be rescheduled at no cost to the client. Any fees charged by the Doctor to provide such a certificate must be paid by the client.
- 2.4 Each training session will commence from an agreed location. Unless otherwise stated in the course details (for example home pickup) this would usually be the companies' training and development centre. Your trainer will agree a location for your training when you arrange each session.
- 2.5 All in car training which is provided as part of the course will be provided on a ratio of one trainer per client unless the client is taking part in a shared training course whereby up to two clients may be present at each training session. We may also have a ratio of up to two clients per trainer if the client is taking part in additional training as part of the DSA trainee licence scheme.

3.0 Refunds

- 3.1 Our driving instructor training courses come with a 7 day peace of mind guarantee. This guarantee is from the first date that any payment (including a deposit) is made (date of enrolment). If during this time the client wishes not to proceed with the course then we will refund any monies paid (minus admin fee) so long as any study material, information packs, welcome packs etc are returned to us in an unopened, unused and resalable condition. If these items are not returned in this condition we reserve the right to deduct the cost of those items from any refund given. In such an event the client may have any items that have been charged for returned to them but the client will have to pay for the postage and packaging to do this. The company will deduct an administration fee of 10% of the course price in the event of a refund being issued. Once this 7 day peace of mind guarantee period has elapsed, then no refunds can be given in the event of the customer changing their mind. In the event of the customer being on a special offer course or having received any discounts this 7 day money back guarantee period does not apply and no refunds whatsoever will be given in the event of the customer changing their mind. No refund will be issued in the event that the customer gets any criminal or motoring convictions after enrolling that may affect their ability to remain on or enter the register.

- 3.2 **In the event that a client fails** a part two examination three times then he or she may request a refund for the part 3 proportion of the training subject to the following conditions:
- 3.2.1 The client must have made a reasonable effort to pass the examination on each occasion;
 - 3.2.2 The client must have submitted a copy of the examiner's report to the company within 14 days of each unsuccessful attempt at the part three examination;
 - 3.2.3 The client must not have taken any attempt of the test against the advice of the trainer or company;
 - 3.2.4 The client must have taken the advice given by the company or trainer before each attempt at the test which includes but is not limited to additional training if the company feels this necessary. Such additional training must be paid for by the client unless it is specifically included as part of the course;
 - 3.2.5 If the client is taking part in a "guaranteed pass" course then no refund shall be given in the event of any test being failed any number of times. Instead, in the event that a part two or part three test is failed three times the client may receive the entire training course again (excluding test fees) free of charge once any statutory period as defined by the Driving Standards Agency has elapsed. This is not transferable to a third party;
 - 3.2.6 Any refund given will be limited to the savings that the company will make by not delivering the basic amount of part three training (ie: the wages that the company would pay to the trainer to deliver 40 hours of in car tuition). The company accept no responsibility for any loss financially or otherwise that the client my encounter as a result of failing to qualify as a driving instructor.
 - 3.2.7 All claims for a refund in this event must be made in writing to the company within 10 clear working days of the candidate failing their third and final part two test. Refunds will be issued within 28 days of receipt of such request.
- 3.3 **In the event that a client is unable** to continue with the course on **medical grounds** then a proportional refund of the training course fee will be made at the discretion of the company subject to the following conditions:
- 3.3.1 A medical certificate must be provided (at the clients' expense). This certificate must clearly state that the client will be physically unfit to continue with the training for a period of at least two years from the date that the part one test was successfully passed, or if the part one test has not yet been passed then the medical certificate must be valid for a full two years from issue;
 - 3.3.2 The medical condition must be a physical condition leaving the client unfit and/or unsafe to drive and excludes mental illness such as (but not limited to) depression, anxiety, or stress;
 - 3.3.3 The condition must be a new condition and this refund will not be made if the client is ill with any kind of pre-existing condition (ie: a condition that the client has experienced symptoms of and/or consulted a medical professional about at any time in the past). The company reserve the right to make checks with the clients' own Doctor regarding their condition (which the customer must agree to by means of signing a form allowing us to contact their GP);
 - 3.3.3 The company reserve the right to request a second opinion of the medical condition and may request that the client visits the company's Doctor (at our expense). The Doctor will then provide the company with a report to assist us in making our decision. A copy of this report can be made available to the client on request;
 - 3.3.4 Any refund given will be limited to the savings that the company will make by not delivering the rest of the training (eg: if the client has taken only their part one examination we will refund the trainers wages to deliver two days of part two training and six days of part three training). There will be no refund for any "free" days that may be included in the course.
- 3.4 Any money paid in advance to the company for **test fees** will be held in the company's client account and can be refunded to the customer providing the first attempt at that test has not yet been booked. Our test administration fee will remain payable. In the event of the customer enrolling on a course which includes test fees, they may at any time request a refund of any unused test fees. Please note that when taking part in a "guaranteed pass" course which includes "all test fees" this refund is limited to one attempt at each of the three qualifying examinations. Any "free" tests which the client may be entitled to as part of their course cannot be taken as a test fee refund as these are paid for by the company and not the client. Once a test has been booked and paid for by us we are unable to refund the fee for that test. If a client wishes to have any unused test fees refunded then he or she will be responsible for paying for all tests that are required from that point onwards. Unused test fees cannot be refunded unless the course has been paid for in full. We are also unable to refund any test fees for part three if a client is unsuccessful at part two ion three occasions and wishes to take the course again at a later date.
- 3.5 In the event that the **Driving Standards Agency refuses a clients' application for registration** and an appeal / tribunal is unsuccessful the client may be entitled to a partial refund. This is subject to the following conditions:

- 3.5.1 The client must not have deliberately withheld or falsely stated any relevant information as part of their application to attend the course;
- 3.5.2 The client has disclosed to the company anything which may prevent them from being accepted onto the register including, but not limited to, any criminal convictions, prosecutions pending, motoring convictions, court orders, bankruptcy or other financial problems etc. The company must have acknowledged receipt of this information in writing prior to the course fee being paid;
- 3.5.3 Any incidents or circumstances that happen after payment is made to the company are excluded (for example but not limited to if the customer gets criminal or motoring convictions after enrolling);
- 3.5.4 Any refund given will be limited to the savings that the company will make by not delivering the rest of the training (ie: the wages that would be paid to the trainer for delivering the training). There will be no refund for any “free” days that may be included in the course.
- 3.5.5 An administration fee will be deducted from the refund in addition to any charges made for our time in assisting an appeal.
- 3.5.5 The company accept no responsibility or liability for any loss that the client may incur as a result of the DSA refusing to allow entry onto the register.

4.0 Complaints

- 4.1 We pride ourselves in the quality of the service that we offer, however should you feel the need to complain about any aspect of the service that you receive you should firstly take up your issues with your trainer. If the trainer is not able to rectify your complaint to your complete satisfaction then you should write to Mrs Jennifer Salmon 1st Time Pass Ltd, 24 Ryegrass close, chatham, kent, ME5 8JY. We will respond to your complaint within 2 weeks. If we are unable to provide a final response within this timescale (for example if we need to gather further information) we will write to tell you and inform you of our estimated timescale for a full response.
- 4.2 In the event that you are unhappy with the response that you receive from Jennifer Salmon then you can escalate your complaint by writing to Patrick Salmon, Managing Director at the same address. Your complaint will be investigated again and a final response from the company will be given within 4 weeks. If we are not able to respond within this timescale we will write to advise you how long we estimate it will take for a full response.
- 4.3 If you are not happy with our final response then you should write to the Driving Standards Agency, Stanley House, 56 Talbot Street, Nottingham, NG1 5GU.

5.0 Cash back

- 5.1 Any cash back offered as an incentive, promotion, or as part of a complete training course is done so on the following conditions:
 - 5.1.1 To be eligible to the cash back the client must pass all three parts of the qualifying examination within three attempts;
 - 5.1.2 The cash back is only given to clients who choose to join the company as a self employed franchised driving instructor once they are fully qualified and they must agree to stay with the company as a franchisee for at least twelve months;
 - 5.1.3 The money will be paid by means of a discount from the franchise cost and is spread over a period of ten months unless otherwise stated (for example £1000 cash back would be paid as £100 per month deduction from the franchise fee for ten months);
 - 5.1.4 If the client chooses not to join the company as a franchised instructor as detailed above then the cash back offer will no longer be valid;
 - 5.1.5 No other alternative form of receiving this cash back is available.

6.0 Special notes for Guaranteed Pass Courses

- 6.1 We are very confident in the quality of training that we provide and this is why we feel able to offer the “guaranteed pass” course. It is important to point out however that the tests are conducted by the Driving Standards Agency and Pearson Vue (on behalf of the DSA) and we therefore have no influence over whether you pass or fail a test. It is down to how the pupil performs on the day. The guarantee is limited to the following:
 - 6.1.1 We will provide additional training and cover the cost of re-taking a test (providing the client purchases the guaranteed pass option and the unlimited test fees option) if the candidate is unsuccessful. No cash alternative is available.
 - 6.1.2 In the event that a client fails part 2 or part 3 on three occasions we will provide the entire training course again (minus test fees) free of charge once the statutory period of two years from the date of passing the part one test (as laid out by the DSA) has elapsed;

- 6.1.3 We will not issue any refund to a client who is unsuccessful at any of the tests under any circumstances at any time;
 - 6.1.4 The company accept no responsibility for any loss, financial or otherwise that the client may incur if they are unsuccessful at qualifying as a driving instructor.
- 6.2 The guarantee is also subject to the following conditions:
- 6.2.1 The client must make every reasonable effort to pass each examination;
 - 6.2.2 The client must take the advice of the trainer and/or the company in relation to what is required to prepare for the test, this may include but is not limited to home study, practice, additional training, etc and any additional training that is recommended must be paid for by the client;
 - 6.2.3 The client must postpone, cancel or reschedule any test if advised to do so by the trainer on the grounds that they are not ready to attempt it. Going ahead with a test against the trainers' advice will result in this guarantee being null and void;
 - 6.2.4 In the event of failing part two or part three on three occasions the client may take the entire course again when they are eligible to do so. This free re-training does not include test fees and may not be sold or transferred to any other individual;
 - 6.2.5 Should the client wish to take the course again once they are eligible then they must inform us in writing within 14 days of failing their part three for a third time that this will be their intention. It is then the responsibility of the client to contact us when they are permitted by the DSA to train again. The course must start no later than three months from the date that the client becomes eligible to rebook their part one test unless otherwise agreed in writing by the company.
- 6.3 The company reserve the right to withdraw any guarantees offered at their sole discretion and terminate the course. We may take this action in circumstances such as (but not limited to) a client failing to take the necessary action to prepare for a test or failing to act upon the advice given by the trainer or company if we feel that this could lead to an excessive amount of training and/or test fees being paid for by the company. In the event of the company exercising this right then a proportional refund will be made to the client for any outstanding training on the course (ie: if the client has taken their initial part two training and we feel they are not making enough effort to pass part two we may terminate the guarantee and refund the part 3 proportion of the fees). This refund will be limited to the savings that the company will make by not delivering the remaining training (for example if the part 3 training is yet to be completed we would refund the amount that we would pay a trainer to deliver the part 3 training). No "free" days training will be refunded.

7.0 Use of our vehicle for test

- 7.1 The client may use a vehicle belonging to the company or leased/hired by the company for the purpose of taking their part two or part three test only if it is available as part of the package that the client has enrolled on and it is subject to the following conditions:
- 7.1.1 The company reserve the right to use the trainers car for test on the day of training meaning that the test must be taken on the final day of training or on the day of any free retraining if this is applicable within the course type and the wish of the company. In such a case the test and training must be scheduled to coincide;
 - 7.1.2 The client must travel to an agreed location to collect a vehicle in the event of another car being used for test, for example our offices, or if the client is based more than 50 miles from our offices, to a hire company, or other driving school, or the location of a 1st Time Pass Training instructor as selected by the company;
 - 7.1.3 The client is responsible for the vehicle whilst it is in his/her care and he/she must pay any insurance excesses as laid out in the company's insurance policy or in a hire agreement (when the car is hired from a third party) in the event of any damage being caused to the vehicle or any theft or other loss. Alternatively the client must pay the cost of any repairs for the vehicle by a repairer authorised by the company;
 - 7.1.4 The client is responsible for any driving offences committed whilst using our vehicle. This includes but is not limited to fixed penalty notices, parking offences, congestion charges, or any other fines or charges that may be payable.
 - 7.1.5 The company do not supply fuel for use in a vehicle which is leant to a client for the purposes of a test. Fuel must be paid for by the client.
 - 7.1.6 In the event that a vehicle owned by the company develops a mechanical fault or other problem which renders it unusable for test the company will book another test for the client at no cost to the client. The company's liability is limited only to paying for another test and we accept no responsibility for any loss, financial or otherwise caused by such mechanical problems. This only applies to vehicles owned by the company. Any vehicle hired from a third party is not classed as owned by the company and therefore the company accept no responsibility for any problems, mechanical or otherwise that prevent that vehicle being used for test.

8.0 Trainee Licences

- 8.1 In some cases the company may be able to grant sponsorship to a client who wishes to take part in the DSA trainee licence scheme for trainee driving instructors. This scheme enables the client to gain valuable experience teaching real learners once they have received their part three training but before they attempt the part three examination. Your trainer will advise you on whether he/she feels that this scheme will be of benefit to you
- 8.2 The company reserve the right to decline (for any reason) at its sole discretion, sponsorship of a client wishing to take part in the trainee licence scheme. We make no guarantees that a trainee licence will be offered to any client regardless of the course that they are participating in. Granting a trainee licence is subject to the following conditions:
- 8.2.1 The client must be willing to sign a franchise agreement with the company for at least the duration of the trainee licence;
 - 8.2.2 The company must feel that the client is of a suitable standard to teach real learners (ie: able to deliver a driving lesson to a reasonable standard, able to keep the vehicle, pupil, and other road users safe etc) and the client may be required to take further training (at his/her expense) if this standard has not been achieved;
 - 8.2.3 The client must agree to abide by the DSA voluntary code of practice for Driving Instructors;
 - 8.2.4 The client must undertake additional training during the period of the trainee licence with the company as defined in the DSA terms of issue for trainee licences;
 - 8.2.5 The ratio of trainee instructors to qualified instructors within the company must not exceed 1:1 and we will decline sponsorship if our maximum number of trainee instructors will be exceeded by granting such sponsorship;
 - 8.2.5 The company reserve the right at any time to withdraw sponsorship for any reason at its sole discretion. Should the company decide to do this then the trainee instructor must immediately cease teaching until such time that they find a new sponsor;
 - 8.2.6 The company make no warranty as to the amount of work that will be provided to trainee instructors. The purpose of a trainee licence is to gain practice and whilst an income may be generated by doing this we cannot guarantee how much. The client should have sufficient working capital available to support themselves during the period of the trainee licence.
 - 8.2.7 The client should think carefully before leaving paid employment elsewhere to become a trainee driving instructor. The company accept no responsibility for any loss, either financial or otherwise that the client encounters as a result of failing their part three test three times whilst on the trainee licence.
 - 8.2.8 If a trainee licence is granted then the client will become a self employed individual and he/she is responsible for their own dealings with the relevant authorities, for example (but not limited to) HMRC etc.

9.0 Guaranteed Position as a Driving Instructor once qualified

- 9.1 With certain courses we guarantee a position as a driving instructor once the client has qualified. This position would be as a self employed franchised driving instructor and would be subject to our conditions of franchise which are available up on request.

10.0 Amendments

- 10.1 The company reserve the right to amend or revise these terms and conditions at any time without prior notice being given. An up to date copy of our terms and conditions is available upon request.

By enrolling on a training course with 1st Time Pass Ltd, the client agrees to be bound by these terms and conditions

1st Time Pass Ltd.

The learner driver & instructor trainer specialist.

 **01634 682 813**

Text: **07737 164 443**

 [**info@1st-timepass.co.uk**](mailto:info@1st-timepass.co.uk)

 [**www.1st-timepass.co.uk**](http://www.1st-timepass.co.uk)

**Company Registered in England
Number 7011248**

24 Ryegrass Close,

Chatham

Kent

ME5 8JY.