

1<sup>st</sup> Time Pass Ltd  
24 Ryegrass Close  
Chatham, Kent, ME5 8JY  
info@1st-timepass.co.uk  
01634 682 813

[WWW.1ST-TIME PASS.CO.UK](http://WWW.1ST-TIME PASS.CO.UK)

**The learner driver & instructor trainer specialist.**

## **Terms and Conditions (Customer Care Charter) Introduction**

The following terms and conditions represent the basis upon which driving lessons and courses are offered to you by your local Driving School 1st Time Pass instructor. Please note the contract for service is between yourself and the local 1st Time Pass instructor. Each 1st Time Pass instructor operates his or her own business under franchise from 1st Time Pass Limited and has agreed to be bound by the following terms and conditions. The 1st Time Pass Booking Office is a separate entity which has been authorized to act as a booking agent for the members of the 1st Time Pass instructor franchise network. Please note that all major driving schools in the UK (e.g. BSM and the AA) operate in this way with self-employed franchised instructors.

### **1. General Conduct**

All 1st Time Pass instructors are bound by a professional code of conduct. Your instructor will be courteous, polite, tidy and punctual. He or she will also behave in a professional and ethical manner at all times. Your instructor's car will be well maintained, clean and tidy. All cars used by *1<sup>st</sup> Time Pass* instructors are fitted with dual-controls as part of their standard equipment. The cars are of course fully insured for driving tuition. Instructors will not smoke in the car while giving tuition, nor will they use your lesson time for any other form of business, personal or otherwise.

### **2. Qualifications**

As a minimum your instructor will be licensed by the Driving Standards Agency (DSA) to give driving tuition.

### **3. Course Materials**

When you purchase a One Week Pass, Semi-intensive, Midway Pass or Test Booster course through the *1<sup>st</sup> Time Pass* Booking Office, your Driving Skills materials will be provided to you directly from the office and are for you to keep. Please note the Theory Test Study Pack is not included with these driving courses but may be bought separately. If you book Weekly Lessons you can purchase these materials from the *1<sup>st</sup> Time Pass* Booking Office or directly from your local instructor. As an alternative to purchasing the Driving Skills Videos your instructor will loan or rent them to you and may ask for a small deposit to ensure their safe return at the end of the training.

### **4. Driving Licence and Eyesight**

The learner must hold a current, valid driving licence (provisional or full), which must be produced on or in

advance of their first lesson. The learner must also check that they can read a number plate at a distance of 20.5 metres (i.e. 67 feet - about 5 car lengths) with glasses if normally worn.

## **5. Payments**

please note payments must be made in advance of the training. To book a course, a 50% deposit or the full course fee (if the course start date is within 4 weeks of the booking date) is required.

Please note the deposit or any subsequent training fees paid are not refundable in the event that you decide to cancel the training once the booking has been accepted by your local instructor. At this point a binding agreement is made between yourself and the instructor. This does not in any way affect your statutory rights to be provided with the goods and services you have bought (please see term 12). Please also note that a full refund will be given if the *1<sup>st</sup> Time Pass* Booking Office or your instructor is unable to meet any special requirements noted and as shown under “Special Requirements” on your booking confirmation.

## **6. Customer Care Payment Scheme**

When you pay money direct to the *1<sup>st</sup> Time Pass* Booking Office it is held in the instructors’ clients holding account. This money is being held on behalf of you and the instructor. This money is not normally passed onto the instructor until the learner signs a form instructing the booking office to do so in part or in full. At various points during the training, the instructor will ask the learner to sign a form confirming their satisfaction with any training given. The learner should not sign this form unless they are totally satisfied with the training and want the office to pass on sufficient money held in the clients account to cover the training time authorized.

To ensure that each instructor provides services to the same high standards all the 1st Time Pass instructors have agreed that the 1st Time Pass Booking Office should also act as an arbitrator and withhold any money in the clients account in the event of a complaint. Only when this matter is resolved to the satisfaction of the 1st Time Pass instructor franchise Quality Control Director will payment be passed on or refunded as the case may be. In this way, the standards of the franchise can be maintained and you can be assured that you get what you pay for. Please note if you book directly with your instructor this scheme is not operated unless specifically requested and agreed by your instructor.

## **7. Lesson Postponement**

provided the instructor can easily obtain additional work for any lessons postponed no penalty will be incurred. If this is not possible the full training fee for the period in question may, at the total discretion of the instructor, be lost or charged. Your instructor reserves the right to postpone lessons if he or she feels that the weather or road conditions are unsuitable or dangerous. The instructor cannot be held responsible for any costs incurred as a result of him or her having to postpone any lessons, for whatever reason.

## **8. The Driving Test**

### **a) Bookings**

driving tests can be booked by you, your instructor or the 1st Time Pass Booking Office on your behalf. Driving test bookings always take priority over other lessons. Therefore, your lesson may be postponed to allow for someone else’s driving test and vice-versa. Changes to lesson bookings as a result of this will be notified immediately. Test appointments must be notified to your instructor as soon as they are known; otherwise he or she cannot guarantee to provide a vehicle for the test.

### **b) Use of the vehicle**

In the interests of customer and public safety your instructor reserves the right to withhold the use of a car for the test if, in their opinion, your driving is actually or potentially dangerous.

### **c) Test cancellation**

three clear working days notice of cancellation or postponement is required by the DSA. Failure to provide the required notice will result in the loss of your test fee. Your instructor cannot be held responsible for any

postponement or cancellation of tests by the DSA. However, he or she will do all that is possible to arrange another test as quickly as possible and to help you to reclaim expenses from the DSA.

### **9. Punctuality**

In their own interests learners are advised to be punctual for their lesson appointments. All such appointments should be recorded (and checked where possible by their local instructor) in their driving skills workbook (Appointment Record section) to ensure that mistakes are avoided. The instructor would normally wait for a maximum of 15 minutes before the lesson would be abandoned and the lesson fee forfeited or become due for payment. A reciprocal waiting time may become necessary if the instructor is delayed due to unforeseen circumstances. Any lesson time lost as a result of this would be made up by the instructor either at the end of the normal lesson time if possible or at a later date. Any such shortfall should be recorded in the driving skills workbook and initialed by the instructor.

### **10. Learner Comfort and Safety**

In the interests of comfort and safety learners are advised to wear suitable footwear and clothing which does not restrict movement. Learners must also take note of any medication they are taking that may affect their ability to drive safely and advise their instructor accordingly before taking any lesson booked.

### **11. Complaints**

In the event of a complaint all efforts must be made to resolve the problem directly with the instructor. However, please do not let a problem linger. If you booked your course or lessons through the 1st Time Pass Booking Office you may contact the person who arranged your training in the first place for advice and help by ringing 01634 682 813 or 07737 164 443. If you booked directly with the *1<sup>st</sup> Time Pass* instructor you will need to put your complaint in writing to the 1st Time Pass instructor franchise Quality Control Director, 24 Ryegrass Close, Chatham, Kent, ME5 8JY.

### **12. YOUR STATUTORY RIGHTS**

Nothing in these terms and conditions will reduce your statutory rights relating to faulty or misdescribed goods or services provided. 1st Time Pass instructors have a statutory obligation to provide you with goods and services fit for the purpose for which they were bought and as described. Similarly, any goods supplied by the 1st Time Pass Booking Office must also be fit for the purpose for which they were bought and as described. If you have any doubts about your statutory rights please contact your local Trading Standards Department or Citizen's Advice Bureau

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**Text: 07737 164 443**



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**Company Registered in England  
Number 7011248**

**24 Ryegrass Close,**

**Chatham**

**Kent**

**ME5 8JY.**