

EXCEL DRIVING CENTRE LTD

TERMS AND CONDITIONS JUNE 2006

1. All Excel Driving Centre instructors are self-employed franchisees of Excel Driving Centre Ltd and are registered with the Driving Standards Agency.
2. Instructors will act in accordance with the Code of Practice for Approved Driving Instructors set out by the Driving Standards Agency a copy of which is available in the registered office. Instructors drive modern dual controlled cars maintained in accordance with manufacturer's recommendations.
3. The contract is between the instructor as principle and the pupil. Excel Driving Centre Ltd acts as an agent of the instructor in introducing the pupil to the instructor and the pupil acknowledges that the company has no liability to the pupil in respect of any other matter which is subject to the contract between the pupil and the instructor.
Tuition times shall be at the discretion of the driving instructor. Lessons normally start and finish at the same point within the local area. The collection and return point may be varied at the discretion of the instructor but any additional journey time that may result will be included in and charged as part of the lesson. The instructor shall be entitled to make an additional charge at his/her own discretion for instruction started or finished outside the Chichester/Bognor area. Such a charge shall be by agreement between the instructor and the pupil. Lessons are charged at an hourly rate based on the Excel Driving Centre Ltd price list. This charge will be agreed between the instructor and pupil but may be subject to periodic review. The "Starter Special" offer is limited to absolute beginners only. The discounted "Student" rate applies only to those in full time education, which is defined as a minimum of 16 hours per week of teaching or lectures during the academic term. The instructor is entitled to see the Student enrolment form to confirm the course details before agreeing to this concession. With the exception of vouchers which are purchased direct from Excel Driving Centre Ltd payment for tuition should be made to the instructor in cash or by cheque at the commencement of each lesson. The instructor shall have the right to re-arrange any appointment to a time convenient to both parties if the instructor is not available for any reason.
4. Cancellation of lessons by the pupil with less than 24 hours notice will incur a charge of £10 per hour booked.
5. The Instructor has the right to withhold the use of either his/her car should he consider the pupil to be unsafe through drink, drugs, lack of experience or for any other reason pertaining to the safety of the pupil, the instructor and/or the car. There is a standard fee (excluding the Driving Standards Agency test fee) for the driving test (see current Excel Driving Centre Ltd price list). This covers a maximum time of 2 ½ hours and any additional time will incur a supplementary charge at the discretion of the instructor. Neither the instructor nor Excel Driving Centre Ltd shall be responsible for any expenses incurred by the pupil if a driving test is booked without the approval of the instructor.
6. The instructor shall have the right to withhold the use of his/her car by the pupil a previously approved driving test if in the opinion of the instructor insufficient progress is made or there is a deterioration in the pupils standard of driving that may result in taking the test being inappropriate unwise or dangerous. Neither the instructor nor Excel Driving Centre Ltd shall be responsible for any expenses incurred by the pupil.
Whenever possible the instructor's car with which the pupil is familiar will be made available for a driving test approved by the instructor. However there may be circumstances such as, but not limited to accident or necessary repair to the car and the illness of the instructor or other personal circumstances which make this impossible. In this event Excel Driving Centre Ltd will make every endeavour to provide a substitute car (which may have to be of a different make) and/or another instructor to fulfil the commitment to the test, failure to do so will render neither the instructor nor Excel Driving Centre Ltd liable for any expenses incurred by the pupil.
Intensive courses are priced by the day with a normal duration of 9.30am-3.30pm. A medical certificate will be required in the event of cancellation of intensive courses and block booking before any refund will be considered.
7. An intensive course is designed to give unbroken driving tuition over a period of 2, 3, 4 or 5 days.
8. Tuition times are 9.30am start in order that all pupils can travel to the Excel office and attend the classroom for a briefing. Finnish time is 3.30pm depending on the test time on the last day of training.
9. There are two comfort breaks at approximately 11am and 1pm duration time is at the discretion of the pupil and instructor.
10. All pupils must report to the Excel office on the first day unless they are residential pupils. If they are resident the Instructor will collect them from the B&B or hotel.
11. Intensive courses are only booked on receipt of a non refundable deposit and appropriate test fee.
12. Driving tests are only booked on receipt of the test fee by Excel. Excel accepts all major credit cards cheques or cash. To pay by credit card simply phone the office 01243 816655 to make a payment. The balance will be taken automatically on the same card used for the deposit payment unless Excel are advised of a different means of payment before the due date.
13. The balance of course fees must be paid 14 working days before the course start date.

14. Late payments. All payments after the due date will attract a £1.00 per day charge payable before commencement of the course.
15. An administration charge of £25.00 will be charged for re-scheduling of a test or course dates.
16. Excel cannot accept any responsibility should the pupil move or change the test time or date. The course will still be conducted on the dates which Excel have booked with the instructor.
17. Cancellation of a course requires 28 days written notice. Failure to give written notice would mean the customer is still liable for the full course fee.
18. Illness. Excel require a medical certificate to postpone a driving course should you be unwell and therefore unfit to drive. Instructors and the Excel office must be notified of any medical condition.
19. Any complaint concerning the instructor should be made by telephone, in writing or through personal visit by prior appointment to the Director Mr R E Butters at the registered office. The complaint will be acknowledged in writing within two working days and an immediate investigation will be undertaken. If the complaint is found to be valid, the Director will offer a full refund or other suitable compensation. Failing agreement or settlement of any dispute reference may be made to the ADI registrar at the Driving Standards Agency in accordance with the procedure outlined in the Code of Practice for Approved driving Instructors.
20. In the event of an instructor falling ill, Excel will arrange for a replacement qualified instructor as soon as possible.
21. In the event of the instructors car breaking down Excel will endeavour to provide a suitable dual controlled driving school car to continue the course.
22. In the event of the customer not wishing to continue the driving course all fees paid will be forfeited as the instructor has booked out that time.
23. All driving courses booked must be completed by the named person and cannot be transferred to other pupils or taken in hourly lessons.
24. Residential course deposits taken by Excel for hotels or B&B's are forwarded to the hotel and are non-refundable. All hotel and B&B bills should be settled when checking out on the last day.
25. All course deposits are taken in good faith and are non refundable
26. Gift Vouchers :- For birthday , Christmas,advanced driving Ect, are valid for 12 months from the date of purchase.
27. Vouchers are not refundable or transferable for any purpose other then purchased for as stated on the voucher.
28. Credit and debit cards are subject to a charge of 1% or a minimum of £1. one pound per transaction.

The above terms and conditions do not affect your statutory rights.

