

## **Learner driver – Terms and Conditions for all courses and lessons**

The contract for driving tuition is solely between you and your instructor who is a self-employed franchisee of SUREPASS Ltd.

These Terms and Conditions apply to that contract.

SUREPASS Driving School is only mentioned in these Terms and Conditions where they act in a disclosed agency capacity between you and your instructor.

## **Paying for lessons**

You can pay for tuition in advance via one of the following methods:

Payment via the SUREPASS web site by debit/credit card or by calling 0800 85 41 40

Payment directly to the driving instructor by cash/cheque

SUREPASS LTD will arrange for vouchers to be issued to you where payment has been made to SUREPASS. These can be redeemed against your driving lessons by presenting them to the driving instructor on each lesson.

Where SUREPASS Ltd receives your payments for driving tuition, makes bookings with, or supplies any information or documentation to you, or arranges payments to your Instructor, they act solely in a disclosed agency capacity between you and your instructor.

Alternatively, you can pay your Instructor directly (Any cheques must be made payable to your Instructor. Your instructor will confirm which payment methods they can accept). If you pay your Instructor directly you should obtain a receipt. As SUREPASS Ltd is not party to the contract between you and your Instructor it accepts no responsibility for any payments you make directly to your Instructor.

The lesson price per hour is subject to change at any time.

It is your responsibility to provide your Instructor with proof that you have a valid licence to drive, before the commencement of your first lesson. If you fail to provide this proof, your Instructor is entitled to refuse to conduct the lesson but still charge you.

Automatic lessons may incur a surcharge

Lessons taken in a congestion zone may incur a surcharge

### **Surepass redeeming prepaid lessons**

You and your Instructor are responsible for agreeing all matters relating to the timing, location and duration of individual lessons. Where you arrange lessons through SUREPASS Ltd's booking office or via SUREPASS Ltd's, SUREPASS Ltd provides these services solely as an agent for your Instructor.

You must present your valid UK provisional driving licence (or other appropriately valid licence) to your Instructor prior to the start of your initial lesson. Should you fail to do so, your Instructor reserves the right to refuse to provide you with tuition or to cancel any lessons you have booked with them, and you may be charged the full value of that lesson.

You must notify your Instructor of any matters existing at any time that may affect your ability or entitlement to have driving tuition, for example, but not limited to, any lack, or loss, of a valid driving licence.

The value of driving lessons your Instructor will deliver to you is equal to the value of the monies received from you. Your Instructor does not know when you will redeem your prepaid lesson vouchers and therefore they can't guarantee you that they will be available each time you choose to request a driving lesson.

Lesson prices vary throughout the UK and therefore the lesson prices quoted to you when you pay are only applicable in the post code area where tuition was purchased. If you subsequently choose to take a lesson in an alternative location, the prevailing lesson price in the new area could be different from the original lesson price quoted when your monies were received. In such an event the number of hours of driving lessons purchased will be adjusted up or down to reflect the change in lesson price.

Following a change in price per hour for lessons and other than in the circumstances noted immediately above in respect of a change of area for tuition delivery, lessons purchased prior to such a change will be delivered at the price originally paid on condition the instructor has agreed before the lesson takes place. Where there has been an increase in lesson price then the difference must be paid in advance or agreed to before the lesson takes place.

### **Notice for cancelling lessons and refunds**

You must give at least 48 hours' notice to your Instructor if you wish to cancel or re-arrange a booked lesson. Failure to do so may result in your Instructor charging you the full amount for that lesson. In the case of pre-booked Fast Pass Courses, the instructor requires 10 clear days for cancellations otherwise the Instructor reserves the right to charge for all cancelled hours.

You understand and acknowledge that lesson fees paid to SUREPASS Ltd for prepaid lessons must be applied to lessons by you within 5 years of the date of your original payment. You acknowledge that you will not be entitled to a refund of any lesson fees not applied to lessons, or to utilise lesson fees paid for booking further lessons, after the expiry of this period.

Following payment in advance for a lesson or a Fast Pass Course, a letter will be posted to confirm the details of the payment and/or the course as applicable. If you disagree with the details in the email, you should contact SUREPASS immediately.

### **Conditions for terminating bookings**

### **Transferring prepaid lessons**

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

### **Liability**

Your Instructor and SUREPASS 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 of a legal duty

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 SUREPASS 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 SUREPASS 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 SUREPASS may have for any loss or damage you may incur which is caused directly because 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.

## **Use of personal information**

Information about yourself that you provide to SUREPASS, and/or your Instructor (whether under our contract (or contracts) with you) may be used to:

Identify you;

Help administer, and contact you about improved administration of, any accounts, services and products provided to you;

Trace debtors, recover debt, prevent and detect fraud, and to manage your accounts or insurance policies; and check your identity to prevent money laundering unless you give us other satisfactory proof of identity;

Carry out marketing analysis and customer profiling (including with transactional information) and create statistical and testing information;

Help identify accounts, services and/or products which we feel may be of interest to you. We may do this by automatic means using a scoring system, which uses the information you have provided, any information we hold about you, and information from third party agencies (including credit reference agencies);

Contact you in any way (including mail, email, phone, visit, text or multimedia messages) about products and services offered by us and selected partners. We may allow other people and organisations to use information we hold about you for the purpose of providing services you have asked for, as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these other people and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We may monitor and record communications with you (including phone conversations and emails) for quality assurance, legal, compliance and training purposes. We may check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this; and

Allow our selected partners to contact you about products and services offered by them. They will only contact you in this way if you have previously indicated your consent.

## **Vouchers – Terms and Conditions**

Driving lessons are only available to those who hold a valid UK driving licence.

Your instructor reserves the right to refuse to provide you with tuition or to cancel any lessons you have booked, if you fail to provide him / her with the appropriate licence prior to your first lesson.

SUREPASS do not guarantee a specific instructor, vehicle, or lesson time will be available.

Tuition is subject to instructor availability and coverage (UK mainland)

SUREPASS accepts no liability for lost or stolen vouchers. In the event of any vouchers being lost or damaged then SUREPASS reserve the right to charge an administration fee of £30 for reprinting and posting replacement vouchers.

The voucher is valid until the date shown. You can use the voucher after the expiry date on payment of the difference between any lesson price increases

The voucher is non-refundable.

Vouchers are for the individual named on the voucher and are not transferable.

Vouchers purchased using a subsequently failed, cancelled or reclaimed credit/debit card will be invalidated and the full amount due on demand.

## **Introductory Offers 5 lessons for £49 – Terms and Conditions**

Introductory offers are only available to new customers with SUREPASS Ltd.

Only one introductory offer is allowed per customer.

An introductory offer includes a 2 hour beginners lesson. In this beginner's lesson, you will learn about the controls of the car before progressing to moving off and stopping the vehicle. A further 2 hours will be reserved for the day of the driving test and the final hour used for a motorway/fast moving road lesson

SUREPASS Ltd reserves the right to remove or amend any introductory offers at any time.

Introductory offers are subject to availability and subject to the discretion and availability of an instructor in the pupil's postcode.

Details of our current offers can be found on our website.

## **Fast Pass Courses – Terms and Conditions**

A Fast Pass Course is when there is two weeks or less from the date of the first planned lesson to the booked test date. Before making a booking for a Fast Pass Course please be aware of the following terms and conditions:

Booking of a Fast Course package consists of at least 10 hours' worth of driving instructor and tuition vehicle time.

If you have booked a 10 hr. Fast Pass Course during the first 2 hours you will be assessed by your driving instructor. If after the initial two-hour assessment, the Driving Instructor tells you that you are not ready we will not take you to test.

For 20 and 30 hr. Fast Pass Courses if you need additional tuition prior to the test the Driving Instructor will explain this to you. You will need to be available for the time slots he/she is available should you wish to take these lessons. If you cannot take the required hours we will not be able to take you for test.

The Driving & Vehicle Standards Agency stipulate that you need to give three clear working days to cancel your test. This may mean that you may / will lose your Driving & Vehicle Standards Agency test fee if the Driving Instructor says you are not ready for test dependent on the gap between first lesson and test.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the CCR) allow for a 14-day cancellation period however as a Fast Pass Course requires we supply the course to your specification and perform certain functions within 48 hrs of joining the course i.e. a test booked at a chosen test centre, the instructor setting aside time to conduct the course, study material being issued on receipt of the booking, therefore the customer understands and agrees that the cancellation period set out in the CCR does not apply and agrees to waive your statutory right of cancellation.

### **Booking online**

We aim to process all online payments within 48 hrs of receipt, in most cases this can be done within the hour.

The confirmation letter, study material (if applicable) will be posted to you within 48 hrs of payment being received.

### **Right to cancel**

It is our responsibility to supply you with goods and services that meet your consumer rights. If you have any concerns that we may not have met our legal obligations, please contact us. If you are unclear about your rights or require advice, you can contact the Citizens Advice Consumer service on 08454 040506 or [www.adviceguide.org.uk](http://www.adviceguide.org.uk)

In order to exercise your right to cancel you must inform us of your decision by a clear statement (eg a phone call, letter sent by post or email). To meet the 14-day cancellation deadline you should let us know

that you wish to cancel before the 14-day cancellation period has expired. If you want to put this in writing, this can be sent to us at the registered address.

*For cancellation terms for Fast Pass Courses – see above*

If you change your mind within 14 days of booking all other pre-booked lessons we will reimburse you all that you have paid us.

Refunds for study material will only be considered if the material is returned to the registered address in resalable condition within the 14-day period. The cost of returning the material is the responsibility of the customer.

We will make the reimbursement without undue delay, and not later than:

- (a) 14 days after the day that we received the study material, that we supplied back from you, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the study material

We will make the reimbursement using the same means of payment as you used for the initial transaction. We may withhold reimbursement until we have received the study material back or you have supplied evidence of having sent back the goods, whichever is the earliest.

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## **Disclaimers**

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### **Jurisdiction and law**

Unless otherwise specified, the products and services described in this website are available only to UK residents (excluding the Channel Islands and Isle of Man). The information on this website is not directed at anyone other than UK residents and applications from others will, unless otherwise stated, not be accepted. SUREPASS makes no representation that any product or service referred to on the website are appropriate for use, or available in other locations. The information and other materials contained in this website may not satisfy the laws of any other country and those who choose to access this site from other locations are responsible for compliance with local laws if and to the extent local laws are applicable. The phone numbers provided only apply to phone calls made from within the UK.

These Terms and Conditions and any terms and conditions relating to products or services described in this website shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising in relation to the same shall, unless otherwise expressly agreed, be subject to the exclusive jurisdiction of the courts of England and Wales.

### **Changes to terms and records of agreements**

SUREPASS reserve the right to change these terms and conditions at any time by posting changes on the website. It is your responsibility to review the website terms and conditions regularly to ensure you are aware of the latest terms and conditions. Your use of this website after a change has been posted will be



deemed to signify your acceptance of the modified terms and conditions. We recommend that you print off and retain for your records a copy of these terms and conditions from time to time and a copy of any terms and conditions relating to any product or service which you apply for on-line, together with any related application form completed and submitted. Any amendment to terms and conditions must be agreed in writing by us, or, if appropriate, by the relevant company with whom you contract.

### **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 your Appointments Record in the New Driver Guide (provided to you by us) are kept accurate and up to date.

Should you require us to investigate any matter, please contact our Customer Support Manager by one of the following methods:

Call: 0800 85 41 40

Email: [michelle.partington@surepass.biz](mailto:michelle.partington@surepass.biz)

Post: Surepass Driving School, 47 Runnymede, Swinton, Manchester, M27 5WA

We will endeavor to respond to all enquiries within 48 hrs.

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.

### **Our contact details**

Surepass Ltd, 47 Runnymede, Manchester, M27 5WA. Registered in England and Wales