



Terms and Conditions Agreement (March 2026)

1. Entitlement to Drive:

- 1.1. The client must hold a current, valid driving licence that entitles them to drive in the UK.
- 1.2. The client must meet the required medical fitness standards for driving, including the ability to read a number plate at the prescribed distance.

2. Fitness to Drive

- 2.1. It is the client's responsibility to ensure that they are fit to drive.
- 2.2. The client must inform their driving instructor as soon as possible of any medical condition, disability or injury that may affect their ability or entitlement to drive.
- 2.3. The client must ensure that they do not drive whilst under the influence of alcohol, or drugs (some prescription and 'over the counter' medicines can cause drowsiness).
- 2.4. The client must wear suitable footwear, and clothing that does not restrict movement, or impede their ability to drive safely in any way.
- 2.5. Where spectacles or contact lenses are required in order to meet the eyesight requirement for driving, they must be worn at all times while the client is driving.

3. DVSA Tests

- 3.1. The client is responsible to book their own driving test; no test will be booked on behalf of the client.
- 3.2. No Driving Test will be booked without the consultation of the Driving Instructor.
- 3.3. No responsibility will be taken by Driving Instructor for DVSA tests booked at times when the driving instructor is unavailable.
- 3.4. Clients will only be allowed the use of the driving school car for a DVSA test if the driving instructor agrees that the client is at test standard.
- 3.5. In the interests of road safety Driving Instructor reserves the right to withdraw the use of car for the DVSA test, when in the driving instructor's opinion, the client is not at test standard.
- 3.6. Where the use of the driving school car is withheld for a DVSA test, the driving instructor will where possible give the client sufficient notice to enable them to cancel the test without loss of the test fee, this may not always be possible when the course of tuition is of an intensive nature.
- 3.7. No responsibility will be taken by Driving Instructor for withdrawing the use of car for the DVSA test when, in their sole discretion the driving instructor assesses the client as not being ready for test.
- 3.8. We cannot be held responsible for driving tests postponed by the Driver & Vehicle Standards Agency.
- 3.9. If your test is cancelled on the day by the DVSA due to bad weather, sickness or staff shortages the DVSA will re-book your test free of charge. 1st Gear School of Motoring however will still have to charge for the time allocated.
- 3.10. Occasionally 1st Gear School of Motoring instructors may become ill at short notice. In this event we will endeavour to find you another 1st Gear School of Motoring instructor, but unfortunately, we cannot guarantee anything at such short notice.
- 3.11. In the event, the 1st Gear School of Motoring instructor's car is not road worthy for your driving test 1st Gear School of Motoring will do upmost to find you a like for like vehicle. However, we cannot guarantee an identical vehicle especially at short notice.
- 3.12. If the DVSA examiner has declined to go out on test in your instructor's car because it's not roadworthy for any reasonable reason 1st Gear School of Motoring instructor will refund the amount paid for the renting the vehicle for the test.

4. Payments and Driving Lessons

- 4.1. All training sessions must be paid for in advance or at the start of the session, credit is not offered.
- 4.2. The block bookings are only valid for 3 months, no refund after this period.
- 4.3. No refund will be given for the lessons already taken.
- 4.4. The intensive courses are valid for 10 days only.
- 4.5. A minimum of 24 hours' notice is required to cancel a driving lesson. If less notice is given, the full lesson fee (or a prorated amount for block bookings) will be charged.

5. Legal Liability

- 5.1. The client, in accordance with road traffic law, is legally responsible for any traffic offences that occur whilst they are in charge of the vehicle on the test day.
- 5.2. The driving instructor will endeavour to train the client to the highest possible standard, however they cannot be held responsible for the standard of driving or any errors that are committed whilst they are not giving tuition, either in the DVSA Driving Test, before or after the client passes a DVSA test
- 5.3. The client agrees that the tuition vehicle is roadworthy, any mechanical faults occurs during the test is not Driving Instructor responsibility.
- 5.4. In the event, the Driving Instructor's car is not road worthy for your driving test Driving Instructor will do utmost to find you a like for like vehicle. However, we cannot guarantee an identical vehicle especially at short notice.

6. Data Protection and privacy

- 6.1. The Instructor will collect and process the Client's personal data in accordance with applicable data protection laws, including the UK GDPR and the Data Protection Act 2018.