

## BILL PLANT DRIVING SCHOOL INSTRUCTOR TRAINING COURSE

### TERMS AND CONDITIONS

These are the terms and conditions (Terms) on which we agree to supply our driving instructor training services to you. Please read these Terms carefully as they describe our legal obligations to each other.

The purpose of our instructor training course is to enable you to become a professional driving instructor. If you successfully graduate from our course, we guarantee you a position as a Bill Plant driving instructor franchisee. We hope you choose to become a member of the Bill Plant team, but you are free to continue your driving business elsewhere. Our agreement with you is based on you contracting with us as a business or to pursue and develop your business, and therefore we will not treat you as a consumer. If you are contracting with us for reasons other than to become a driving instructor, please let us know in advance of commencing the course.

Where you have paid for your chosen training course either in person, over the phone, or online you will have confirmed that you have read and agreed to the Terms at that time. We nevertheless ask you to sign and return these Terms as instructed at the bottom of this document.

#### 1. PRICE AND PAYMENT

The price payable for your training varies depending on the stream and package of training you undertake (intensive or regional). Our sales advisors are very happy to talk you through the pricing and payment options available. The price applicable to your chosen course stream is set out in our covering letter to you enclosing these Terms.

If we have agreed to take a partial payment to commence your training this will only gain you access to elements within Part 1 of the training programme course. To commence the partial payment regime, you must return the direct debit bank mandate within 30 days; failure to do so may result in cancellation of your training without refund. You must adhere to the payment schedule which we have provided to you, and any failure to make a payment by the scheduled payment date means that we may cancel your training with no refund payable.

The full outstanding balance must be paid before you can book a place on any module of the intensive course.

#### 2. REBATE

A rebate of the price payable will be made in the following circumstances:

- a.) Your agreed training package includes a rebate of the price payable, as stated in the covering letter to you enclosing these terms;
- b.) You have successfully qualified as an ADI;
- c.) You have signed an ADI Franchise Agreement with Bill Plant Driving School Limited;
- d.) You are not in arrears with your franchise fee or have any other debt due to Bill Plant Driving School Limited;
- e.) There have been no complaints by pupils about your tuition or any other matter to do with you;
- f.) You have not given notice to terminate your Bill Plant Driving School ADI Franchise Agreement.
- g.) The rebate structure, but not its total monetary value, is subject to change in lieu of any 'special offers' where a rebate may apply.

In circumstances where a rebate is to be provided, this will be made via a reduction of £15.00 per week to your agreed franchise fee (the 'rebate period'). For the avoidance of doubt, you will still be subject to any increases in the franchise fee as imposed by Bill Plant Driving School from time to time. If at any point during the rebate period you incur arrears with your franchise fee or have any other debt due to Bill Plant Driving School Limited which is not repaid in full within 10 days, your right to receive and unpaid rebate will be forfeited. If at any point during the rebate period Bill Plant Driving School receives complaints by pupils about your tuition or any other matter to do with you, your right to receive and unpaid rebate will be forfeited. If at any point during the rebate period you give your notice to terminate your Franchise Agreement your right to receive any unpaid rebate will be forfeited.

### 3. DBS CHECK

It is your responsibility to apply for the Disclosure Barring Service (DBS) check, to pay for all entries to the Driver & Vehicle Standards Agency (DVSA) Approved Driving Instructor (ADI) qualifying exams and, upon successful completion, the fee required to be placed on the DVSA ADI register. Telephone and online support will be available for Part 1 (detailed below) but it is the responsibility of the candidate to study and prepare for this exam.

You should carefully consider whether you meet the DVSA standards to becoming an Approved Driving Instructor. Some of the factors which the DVSA consider are as follows:

- whether you have any criminal convictions (and if so, the nature of those convictions);
- whether you have had a clear DBS check;
- whether you have any motoring or non-motoring cautions, convictions or fixed penalty notices; and
- if you are medically fit to drive and your eyesight meets the DVSA standard.

If you choose to commence Part 1 training prior to receiving clearance from the DVSA, you do so at your own risk: you will not be able to sit your Part 1 exams until you receive DVSA clearance; and you may not receive a full refund of your course fees – see cancellation and refunds policy below.

By agreeing to these terms you also confirm with us that you are fit and healthy to drive/proceed with the Driving Instructor training course and your eyesight meets the DVSA standards. You shall inform us without delay of any changes in circumstances in this regard which may affect your ability to drive.

### 4. CANCELLATION AND REFUNDS POLICY

We strive to accept suitable candidates who meet the Bill Plant criteria onto our courses, but this is subject to course availability at a given time in your chosen region. Therefore, we reserve the right to refuse to accept a candidate or cancel his/her training if we do not have capacity for that candidate. We will provide you with a full refund if we have to cancel your training due to availability.

You are required to adhere to the ADI Code of Practice (see link [here](#)), and our Complaints, Behaviour and Sexual Harassment Policy (see link [here](#)). We may cancel your training, with no refund payable, for failure to adhere to these policies.

If the DVSA deem you not to be 'a fit and proper person' to be a driving instructor, then a refund of 50% of your training fee is payable, providing acceptable supporting documentation is provided to us. This is dependent on you not having made any deliberate false statements in the DBS application and the DVSA determination not being as a result of any action by you after commencing the course.

You are not likely to be contracting with us as a consumer because we are contracting with you as a business, or to pursue and develop your business. In the unlikely event that you are contracting with us as a consumer (meaning you are contracting for purposes which are wholly or mainly outside your trade, business or profession), you have a right to cancel this agreement within 14 days without reason and receive a full refund of any payments you have made to us. You may inform us of your decision to cancel formally by email or post within 14 days from the day after the date stated on the letter enclosing these Terms which is dated when the package was purchased ("Cooling Off Period").

Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you have agreed that your Part 1 training can start during the Cooling Off Period then your right to cancel this agreement during the Cooling Off Period and obtain a full refund will be lost.

You shall return all course material in original condition without delay and in any event no later than 14 days from the day on which you confirm your cancellation to us. If you fail to return the course materials by this date, we shall be entitled to recover the cost of the materials from you, and other associated reasonable administrative costs.

If a candidate withdraws from the course for any other reason, then no refund will be made available and the candidate will still be liable for any outstanding payments due for the remainder of the course. If you fail to progress to Part 2 or Part 3 you will not be entitled to a refund.

## 5. TRAINING AND TESTING

Our training courses are comprised of 3 Parts, summarised in the table below:

Stage	Description	Our support
<b>Part 1 – Theory</b>	During this stage you will focus on your driving theory knowledge which will prepare you to sit the Part 1 DVSA driving theory assessment	<ul style="list-style-type: none"> <li>• Hardcopy course material pack</li> <li>• Access to electronic tutorials, question banks and mock tests via DVD-ROM and 3-month online subscription</li> </ul>
<b>Part 2 – Driving ability</b>	Part 2 will put you through your driving paces, and prepare you to sit the Part 2 DVSA driving ability assessment	<ul style="list-style-type: none"> <li>• 10 hours of in-car tuition</li> </ul>
<b>Part 3 – Instructional Ability</b>	At this stage you will learn how to be a great driving teacher, which will prepare you to sit your Part 3 DVSA exam.	<ul style="list-style-type: none"> <li>• 42 hours in-car tuition</li> <li>• Access to learning platform and hardcopy training materials</li> </ul>

Training will be provided by one of our trainers (who may be a franchisee, rather than an employee of Bill Plant). We will endeavour to use the same trainer throughout the course but reserve the right to provide a suitable replacement, should the need arise. Training is provided on intensive courses on a 2:1 student to teacher ratio as this provides significant benefits to trainees during the training process, and on a 1:1 student to teacher ratio for regional training.

If you are unable to use your own vehicle on any Part 2 or Part 3 test, with sufficient notice, a suitable vehicle will be made available to you at the cost of £75.00 per test. The vehicle supplied must be paid for in advance and the charge is in addition to, and not part of, the course costs.

It is fully your responsibility to arrange for the provision of a 'Pupil' for the purpose of the DVSA Part 3 test.

Any additional costs incurred by choosing to take a trainee licence and trainee franchise are your responsibility and separate from these Terms.

The Part 1, 2 and 3 tests are external and conducted by the DVSA. They are to be booked by you and are not part of the course. A copy of test certificates must be provided to Bill Plant when/if requested.

Upon completing your training, we would like to offer you the option of a Trainee Licence with Bill Plant Driving School. This is a fantastic way to gain hands on, real experience and interaction with pupils to help prepare for the Part 3 test.

This is completely optional after you have completed the Part 3 training (the minimum of 40 hours Part 3 training need to be received within 6 months of when you are looking to start upon the licence.) If you do take on a Trainee Licence with Bill Plant Driving School, we will provide you with the mandatory 20 hours of additional training required.

## **6. INTENSIVE COURSE**

The intensive course stream is designed for individuals who would like to qualify as an approved driving instructor in the shortest possible time and is held in our specified training hubs around the country and at our headquarters in Yorkshire. If you have chosen the intensive course stream, please read the terms contained in this paragraph 6 which are applicable to you.

Unless you have chosen the intensive with accommodation option, accommodation during the course is not included in the training fee and, if required, must be arranged by you. We will, on request, provide a list of recommended hotels/B&Bs.

Once you have agreed to train on the intensive course you are not permitted to switch to the 'regional' option.

You must complete Module A and Module B within 12 calendar months from the date of your initial course payment. Any training not taken at this point is then deemed to be have been forfeited and no refund will be due to you in respect of such forfeited training or any sums paid to Bill Plant Driving School.

You must successfully pass Part 1 (Theory & Hazard Perception Test) and Part 2 (Driving Ability Test) before being able to book a place on Part 3.

A minimum of 28 days' notice is required to amend any course booking date. Failure to do so will incur a cancellation charge of £200.00 for Module A and £500.00 for Module B.

## 7. REGIONAL TRAINING

The regional training stream enables individuals to qualify as an approved driving instructor at their own pace and at times which are mutually agreed with the instructor. If you have chosen this option, please be aware of the specific terms contained in this paragraph 7, which are applicable to you.

Your in-car Part 2 and Part 3 training is provided up to a maximum of 42 hours. Tuition for the regional course will take place at pre-agreed locations from our list of 'local bases'. This means that you may need to travel to a location convenient to your trainer for each lesson. There is no course option which guarantees your training is delivered door to door.

You may only switch to an intensive course to complete Part 3, subject to having completed Part 2. There may be an additional cost to you associated with a switch in the type of course undertaken, including but not limited to an administration fee of £150.00.

You must complete all training within 24 calendar months from the date of your initial course payment. Any training not taken at this point is then deemed to be have been forfeited and no refund will be will be due to you in respect of such forfeited training or any sums paid to Bill Plant Driving School.

You must successfully pass Part 1 (Theory & Hazard Perception Test) and Part 2 (Driving Ability Test) before being able to book a place on any Part 3 lessons.

A minimum of 48 hours' notice must be given to your instructor if you need to cancel or reschedule any Part 2 or Part 3 lessons. Failure to do so will incur the loss of the length of the booked lesson from your remaining balance of hours.

## 8. GENERAL

**Complaints.** If at any time during your training you are dissatisfied with the quality of the training or any aspect of the course, a complaint should be made as soon as practicable in writing to the company's Head of Training Support. The Head of Training Support shall attempt to resolve the matter promptly.

**Our liability.** We are not liable for death, or personal injury suffered by you during your tuition, unless such death or personal injury is caused by our negligence or breach of these Terms. Subject to the previous sentence, our total liability to you shall not exceed the course fees paid to us by you. Our total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms.

**Data:** If at any time you decide to change your mind and wish to withdraw your consent for us to hold and use the information you have provided, please follow the procedure outlined in our Privacy Policy which can be viewed at [www.billplant.co.uk/privacy-policy](http://www.billplant.co.uk/privacy-policy)

**Disclaimer.** In addition to providing the services under the Terms, we or our driving trainers may offer generic advice on the operation of a franchise business, such as tips on marketing your services or operating a business. This information is of a general nature and not specific to you. You should seek separate professional advice before taking key business decisions. We make no warranty as to the accuracy or completeness of the information provided.

**Right to assign.** We may at any time assign or deal in any other manner with any or all of our rights and obligations under these Terms, provided that we give prior written notice of such dealing to you. You may not assign or deal in any other manner with any of your rights or obligations under these Terms in any circumstances.

**Partnership.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between you and us.

**Third parties.** A person who is not a party to these Terms shall not have any rights to enforce any of the Terms.

**Entire agreement.** These Terms supersede any previous agreements, arrangements, representations, undertakings or proposals, written or oral, between us in relation to the matters covered in these Terms or any statements made to you by any person, including (without limitation) any of our employees or agents. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

**Variation.** No variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**Waiver.** No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**Law and jurisdiction.** These Terms shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation.

**AGREEMENT AND SIGNATURE:** Please sign this document and return it to Bill Plant Driving School as soon as possible, in order to confirm your agreement to the Terms. In any event, any participation or continued participation by you in the training services shall be deemed to constitute your acceptance of the Terms.

<p>Full Name (in BLOCK CAPITALS): .....</p> <p>Date: .....</p> <p>I hereby confirm my agreement to the Terms (please sign below):</p> <p>..... Trainee Signature. Duly authorised for and on behalf of (if relevant)</p>
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**RETURN:** Please either scan and email digitally to [training@billplant.co.uk](mailto:training@billplant.co.uk) or sent via post to:

Training Department  
Bill Plant Driving School LTD  
Canalside House  
7 Charter Road  
Ripon, North Yorkshire, HG4 1AJ