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# 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 may offer you a position as a Bill Plant Driving School franchisee, subject to DVSA acceptance of your application to be awarded a trainee licence and acceptable personal and professional as detailed in our Code of Ethics. We hope you choose to become a member of the Bill Plant team, but you are free to continue your driving instructor 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.

# PRICE AND PAYMENT

The price payable for your training varies depending on the training package you select. Our recruitment advisors are very happy to talk you through the pricing and payment options available. The price applicable to your chosen course is set out in our cover letter sent to you separately.

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. Failure to keep up with payments may result in cancellation of your training without refund. Regardless of whether you are paying by subscription/standing order or in instalments, 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 commence any in-car practical training.

# DBS CHECK & PRN APPLICATION

It is your responsibility to apply for the Disclosure Barring Service (DBS) check, to apply for your Personal reference Number (PRN), 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.

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 satisfactory DBS check.
	+ whether you have any motoring or non-motoring cautions, convictions, or fixed penalty notices.
	+ if you are medically fit to drive and your eyesight meets the DVSA standard.

If you choose to commence Part 1 training prior to your application to become a driving instructor being accepted by the DVSA and your PRN being awarded, you do so at your own risk. You will not be able to book or sit your Part 1 exam until you have received your PRN; and you may not receive a full refund of your course fees if your application is rejected. – see cancellation and refunds policy below.

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

You must provide us with your PRN/ADI details as soon as they are received in order that we may update our records and ensure continuity of your training. Failure to do so may result in the termination of your training programme.

# 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 their training if we do not have capacity for that candidate.

Should we be unable to provide the training programme that you have purchased we will provide you with a full or partial refund, dependent upon the training stage you have progressed to at the point we become unable to provide the service purchased.

You are required to fully comply with all aspects of our Code of Ethics. We may cancel your training, with no refund payable, for failure to abide by this policy.

If the DVSA deems you not to be ‘a fit and proper person’ to be a driving instructor and does not therefore issue you with a PRN, then a refund of 50% of your training fees paid may be offered, providing acceptable supporting documentation is provided to us. This is dependent on you not having made any false statements in the DBS application and the DVSA determination not being because of any action by you after commencing the course. If a partial fee has been made of 50% or less of the full course fees, then this means you may not be entitled to any refund.

We may request supporting medical documentation from a medical professional if you are choosing to withdraw from the course on medical grounds and requesting a refund. Failure to allow access to such documentation will render any request for a refund to be null and void.

An admin fee of £250, to cover costs already incurred by us, will be deducted from any course fees paid when any offer of a refund is made or paid to you.

Any points received on your driver’s licence after joining the training course, and therefore resulting in you not being deemed a ‘a fit and proper person’ to become a driving instructor, will not entitle you to any training fees being refunded and your training will be forfeited.

The course purchased is not transferable to anyone else or to another name.

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 materials in their 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 of your training, or your theory expires prior to qualifying as an ADI, you will not be entitled to a refund. If you are unsuccessful at 3 attempts at your Part 2 test this does forfeit your Part 3 training subject to no refund.

If, during any stage of your training, we become unable to contact you, or receive no communication or correspondence from you, for a continuous period of 90 days or more, we shall assume that you no longer wish to continue with the course and mark your account as inactive. Whilst your account is inactive, we shall cease from making further attempts at contacting you unless you contact us directly. Your account will remain in an inactive state until such a time as you either contact us to recommence your training, or the course reaches the expiry date at which point it will then become null and void.

# TRAINING AND TESTING

The Bill Plant Driving School app is your personal portal where you will be able to access course materials, complete learning activities and manage your training journey. To commence and complete your training, you must download and use the Bill Plant Driving School app.

You will be provided with a download link and registration details once the appropriate course payment has been made to allow your training to begin. You will require a suitable smartphone to download and use the app.

Use of the Bill Plant Driving School app is a mandatory requirement to begin and complete your driving instructor training course. You are required to complete all required sections when prompted or requested to do so. Failure to do so may result in delays to your training and your account being considered inactive.

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

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Our support** |
| **Part 1 –****Theory & Hazard Perception** | Part 1 training will focus onyour driving theory knowledge which will prepare you to sit the Part 1 DVSA driving theory assessment | * Training course materials
* Access to electronic tutorials, question banks and mock tests
 |
| **Part 2 –** **Driving Ability** | Part 2 training will refine your practical driving skills and prepare you to sit the Part 2 DVSA driving ability assessment. | * 10 hours in car
* Access to online learning materials
 |
| Part 3 – Instructional Ability | Part 3 training will develop your skills to successfully teach learner drivers and prepare you to sit your Part 3 DVSA instructional ability assessment. | * Minimum 40 hours learning
* Combination of online & in-car training and evaluated self-learning.
* Access to online learning materials
 |

Part 1 training is a self-learning programme conducted at your own pace using the learning materials and resources that we will provide to you. Additional online support is available to you through the Bill Plant Driving School app.

Upon successfully passing the ADI Part 1 test, you will have a maximum of 2 years to successfully complete your training and qualify as an ADI. It is your responsibility to monitor and manage this timeframe effectively and, to undertake a maximum of 3 attempts at the Part 3 test before the 2-year expiry date of the Part 1 theory certificate.

Part 2 and Part 3 training courses will be provided by one of our Driving Instructor Trainers (DIT) who may be a franchisee or an employee of Bill Plant Driving School. It is at our absolute discretion which DIT we allocate at each stage of the training course. Trainees must inform Bill Plant Driving School upon successfully passing each stage of their training and must not engage in private arrangements with any DIT without our express permission.

Training is provided on intensive and intensive plus accommodation courses on a 2:1 student-to-teacher ratio for in-car training and up to a 10:1 student-to-teacher ratio for online sessions.

Training is provided on flexible courses with a 1:1 student-to-teacher ratio for in-car training and up to a 10:1 student-to-teacher ratio for online sessions.

If you are unable to use your own vehicle on any Part 2 or Part 3 test, we will try (with sufficient notice) to organise a suitable vehicle to be made available to you, however this is not a guarantee. 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 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. The tests cost £81 for each attempt at the Part 1 test, and £111 for each attempt at the Part 2 and Part 3 tests There is no limit to the amount of attempts you may take to pass the Part 1 test. A maximum of 3 attempts may be made to pass the Part 2 and Part 3 tests They are to be booked by you and are not part of the course. You must inform us of any test dates you arrange and a copy of your test certificates and reports must be provided to Bill Plant Driving School after each test attempt.

Upon successful completion of your training and subject to your appropriate conduct as defined in our Code of Ethics, we may offer you the opportunity to apply for a trainee licence and become a Bill Plant Driving School franchisee as a PDI (Potential Driving Instructor). As a PDI, you will be able to charge for lessons and can gain hands on experience teaching learner drivers in preparation for your Part 3 test.

Should you accept our offer to become a franchisee, you must apply for, and receive your trainee licence from the DVSA, within 6 months of the date you successfully completed your training.

If you are awarded a trainee licence, it will remain valid for a period of 6 months. If you do not successfully qualify as an ADI before expiry of your trainee licence, it is your sole responsibility to manage any further applications to the DVSA to receive another trainee licence.

As a PDI providing lessons on a trainee licence, it is a mandatory requirement that you complete an additional 20 hours training within 12 weeks of the date on which your trainee licence was issued. We will provide this additional training at no further cost to you. However, should you fail to attend additional training, or cancel with less than 28 days’ notice, you may be liable to pay the full cost of the arranged course. It is the sole responsibility of the trainee to apply for, in a timely manner, their second and if applicable, third badges or badge extensions.

1. INTENSIVE COURSE

The intensive course 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 Ripon, North Yorkshire. If you have chosen the intensive course, please read the terms contained in this paragraph 6 which are applicable to you.

Your Part 3 training will be a combination of virtual classroom training, online learning and in car practical training.

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.

Once you have decided to train on the intensive course you may request to upgrade to the flexible training option, subject to course availability. Should you choose to upgrade your training course then you will be able to do so providing the appropriate additional course fees are paid to us before the upgrade becomes effective.

You must complete the Part 2 training and the Part 3 training modules within 12 calendar months from the date of your initial course payment. Any training not yet taken by this point will be forfeited and no refund will be due to you in respect of such forfeited training, or any sums paid to Bill Plant Driving School.

In-car tuition for the flexible course will take place at a pre-agreed location. Wherever possible this will be at your preferred training hub location but dependent upon availability you may be required to travel a reasonable distance to attend your training course. A reasonable distance Is defined as no more than 30 miles or 60 minutes travelling time from your home address, whichever is greater.

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 sessions. Part 2 training courses will be arranged once you have confirmed that a Part 2 test date has been confirmed or you have booked a test using the book to hold facility.

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 the Part 2 course and £500.00 for the Part 3 course. We may request supporting medical documentation if you need to leave the course early to waiver any cancelation fees applicable.

# FLEXIBLE TRAINING

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

Your Part 3 training will be a combination of virtual classroom training, online learning and in car practical training.

In-car tuition for the flexible course will take place at pre-agreed locations in your local region. 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 must complete the Part 2 training and the Part 3 training within 12 calendar months from the date of your initial course payment. Any training not yet taken by this point will be 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 any Part 3 sessions. Part 2 training courses will be arranged once you have confirmed that a Part 2 test date has been confirmed or you have booked a test using the book to hold facility.

A minimum of 7 days’ 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.

# 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 within 7 days 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 these 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, 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.

 Full Name (in BLOCK CAPITALS): ............................................................................................

 Date: .........................................................................................................................

 I hereby confirm my agreement to the Terms (please sign below):

 ........................................................................................................................................

 Trainee Signature. Duly authorised for and on behalf of (if relevant)

**RETURN:** Please either scan and email digitally to 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