



## **TERMS AND CONDITIONS (Website)**

Please ensure that you have read and understood the following terms as you will be bound by these terms when you use the [kellies-school-of-motoring.com](http://kellies-school-of-motoring.com) website or when you book any driving lesson with Kellie's School of Motoring (KSM). By using our site or booking a driving lesson, you indicate that you accept these terms of use and that you agree to abide by them.

### **Using the Site**

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference but you must not copy, reproduce, modify, distribute, republish, display, post, or transmit any part of the website without our permission.

### **Liability**

While we aim to ensure that all the content of this site is accurate, we cannot accept any liability for its use. You should only use the content for information and not rely on it to make any decisions or take any action. The site is for your personal use and should not be used for commercial purposes. We will not be liable in any circumstances for any loss including loss of profit or corruption of data. This does not affect our liability for death or personal injury arising from our negligence nor our liability for fraudulent misrepresentation.

### **Data Protection and Privacy**

We process any information that you give us about you in accordance with our privacy policy. By using our site, you consent to such processing, and you warrant that all data provided by you is accurate.

### **Viruses and Hacking**

You must not misuse our site by knowingly introducing viruses or other material which is malicious or technologically harmful.

We will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your computer equipment, computer programs or data due to your use of our site, or on any website linked to it.

## **Links from the site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **Obligations of Pupils**

All Pupils must be in possession of a valid driving licence and meet the DVLA medical and eyesight requirements.

The Pupil must be punctual for their lesson, the instructor will wait approximately ten minutes at the nominated pick-up point, if after ten minutes the Pupil has not arrived or made contact the lesson will be cancelled and the cost of that lesson will be payable in full by the pupil.

At least 48 hours' notice of cancellation of any lesson must be given to the instructor otherwise the cost of that lesson will be payable in full by the Pupil.

## **Driving Lessons**

The instructor is not responsible for the postponement of any lesson as a result of heavy traffic, illness or mechanical problems with the relevant vehicle. In the event of such a problem the instructor will inform the pupil as soon as reasonably possible and re-schedule the lesson. The pupil will not be charged for the postponed lesson.

If the pupil is late for any lesson, the lesson time will be reduced accordingly unless otherwise agreed by the instructor.

## **Termination of Lessons/use of the vehicle**

The instructors reserve the right to terminate lessons in the event that the pupil is deemed unfit to drive for any reason including ill health or being under the influence of alcohol or drugs.

A pupil may be refused entry into the vehicle if they are wearing soiled or muddy clothing or shoes.

The instructor reserves the right to withdraw their car from the Pupil's driving test if, in their opinion, the Pupil is not up to test standard.

## **Costs**

Lesson prices are as set out on the site, pupils will be notified two weeks in advance of any lesson price increase.