



MINISTRY OF DRIVING



Terms & Conditions

These Terms & Conditions set out the basis on which **Ministry of Driving** (Philip Adams ADI hereafter referred to as “the ADI”) provides structured driving tuition. They establish the responsibilities of both parties and form a legally binding agreement.

By booking and attending lessons, you (“the Client”) confirm your acceptance of these Terms & Conditions. Where the Client is under 18 years of age, the parent(s) or legal guardian(s) automatically accept full responsibility on their behalf.

1. Client Responsibilities

1. The Client must be at least 17 years old and legally entitled to drive in the UK.
2. A valid photocard driving licence must be presented to the ADI before the first lesson and should be carried during all subsequent lessons.
3. The Client must notify the ADI immediately of any penalty points, disqualifications, or endorsements.
4. The Client must meet the legal eyesight requirement (able to read a vehicle number plate at 20 metres). Corrective lenses must be worn if needed.
5. Any medical condition, or use of medication, which may affect driving must be disclosed to the ADI without delay.
6. Suitable clothing and footwear must be worn. Bare feet, high heels, flip flops, sliders, Crocs, or restrictive clothing are not permitted.
7. Mobile phones may only be used with the ADI’s permission. Lesson time will not be extended to compensate for phone use.
8. Lessons start at the agreed time. Clients arriving more than 15 minutes late may forfeit the lesson, which will still be chargeable.
9. Any fines or penalties incurred during a lesson remain the sole responsibility of the Client.

2. ADI Responsibilities

1. Provide a roadworthy, dual-controlled, and fully insured vehicle suitable for tuition.
2. Take all reasonable steps to ensure Client safety and wellbeing.

3. Commence lessons punctually wherever possible. Any lost time may be added or credited at the ADI's discretion.
4. Conduct lessons professionally and in accordance with the DVSA Approved Driving Instructor Code of Practice.
5. Review Client progress regularly, with constructive feedback and advice.
6. Handle personal data securely and in compliance with applicable data protection law. *(For further details please see our privacy policy)*

3. Health & Safety

1. Clients must follow all reasonable ADI instructions to ensure safety.
2. The ADI reserves the right to terminate a lesson immediately if the Client behaves recklessly or endangers others.

4. General Conditions

1. Lessons will be terminated immediately (and charged in full) if the Client is suspected to be under the influence of alcohol or drugs.
2. If the Client is deemed unfit to drive due to illness, fatigue, or other conditions, the lesson may be rescheduled but may still be chargeable.
3. Smoking and vaping are strictly prohibited. Eating is discouraged; only drinks in closable containers are permitted.

5. Violence, Abuse & Unacceptable Behaviour

1. A zero-tolerance policy applies to violence, threats, abusive language, intimidation, or aggressive behaviour.
2. Lessons will be terminated immediately if such conduct occurs; fees for that session will be forfeited.
3. The ADI reserves the right to permanently withdraw tuition without further obligation and any prepaid credits will be forfeited.
4. Incidents of violence or threats may be reported to the relevant authorities.
5. The Client has the right to lessons free from harassment or inappropriate behaviour. Concerns may be raised with the ADI or escalated to the DVSA if unresolved.
6. Mutual respect and courtesy are required at all times.

6. Vehicle Use & Liability

1. In rare cases where damage is caused by the Client that the ADI could not reasonably prevent, repair costs will be shared.
2. The vehicle is insured for tuition; however, insurance excess payments will be shared in certain circumstances.
3. The Client will not be liable for damage caused by mechanical faults, wear and tear, or third-party incidents.
4. In-car CCTV records video and audio for safety, training, and insurance purposes. Recordings will only be used lawfully and will not be shared without consent or legal requirement. *(Please note that cabin video and audio is disabled during practical driving tests)*

7. Use of Client's Own Vehicle

1. Use of the Client's own vehicle requires prior written agreement.
2. The Client must ensure the vehicle is roadworthy, insured for learner use, taxed, MOT-certified (if applicable), and fitted with an additional interior mirror.
3. The ADI reserves the right to refuse to provide tuition in a Client's vehicle for any reason.

8. Theory Test

1. The Client is responsible for booking, attending, and paying for their own theory and hazard perception tests.
2. Test results remain the responsibility of the Client.

9. Practical Driving Test

1. Practical tests may only be booked with the ADI's agreement if using the ADI's vehicle.
2. The ADI will ensure the vehicle is in test-ready condition but accepts no liability for DVSA cancellations or examiner availability.
3. Test fees remain the responsibility of the Client.
4. After the test, the Client will not drive the tuition vehicle home.
5. A fixed fee applies for test bookings (covers vehicle use and instructor time):
 - Eastbourne: 2 hours
 - Hastings: 3 hours
 - Lancing: 4 hours
 - Burgess Hill: 4 hours

10. Fees & Payments

1. Lesson fees must be paid in advance (cash, card, or bank transfer).
2. Pre-paid lessons are valid for six months from the date of the last attended lesson and are non-transferable.
3. The ADI reserves the right to increase lesson rates with any reasonable notice period; pre-paid credits will be honoured at the original rate.
4. Cheques are accepted only for block bookings of 10+ hours and must clear before lessons commence.
5. Late payments or returned cheques incur a £100 administration fee.

11. Client Cancellations

1. A minimum of 48 hours 'notice is required to cancel or rearrange a lesson.
2. A one-time grace allowance applies for unforeseen circumstances (e.g. illness, bereavement). Thereafter, late cancellations or missed lessons will be charged in full.

12. ADI Cancellations

1. The ADI will provide as much notice as possible if cancelling a lesson, though in the case of emergencies/mechanical breakdown this may be less than one hour.
2. Cancelled lessons will be rescheduled at no cost to the Client.
3. Practical tests may take priority over routine lessons, in which case affected bookings will be rearranged.

13. Refunds

Refunds will only be issued if:

1. The ADI is unable to continue teaching due to long-term illness or relocation.
2. The Client becomes medically unable to hold a driving licence.
3. The ADI can no longer provide a suitable tuition vehicle.
4. The DVSA withdraws the ADI's licence to instruct.
5. The Client terminates the agreement in line with Section 19.

14. Block Bookings & Gift Vouchers

1. Discounted block bookings are valid for six months from the date of the last attended lesson.
2. Block bookings and vouchers are non-refundable and non-transferable, except in cases covered by Section 13 (Refunds).
3. Gift vouchers (if offered) must be redeemed within the stated validity period.

15. Reviews & Public Conduct

1. Honest feedback is encouraged, allowing issues to be addressed promptly.
2. The Client agrees to remain respectful in all reviews and public comments. Offensive, abusive, or misleading statements will not be tolerated.
3. The ADI may take appropriate action against defamatory or malicious content (including reporting, removal requests, or legal remedies).
4. Both parties agree to attempt private resolution of disputes before posting negative content publicly.

16. Privacy & Data Protection

1. Personal data (including CCTV recordings) will be stored securely and used only for business and legal purposes.
2. Data will be retained only as long as necessary in line with UK GDPR.
3. Clients may request access, correction, or deletion of their personal data at any time.

17. Dispute Resolution

1. Concerns should be raised directly with the ADI at the earliest opportunity for informal resolution.
2. If unresolved, the Client may submit a written complaint. The ADI will respond in writing within 14 days.
3. If still dissatisfied, the Client may escalate to the DVSA. (See: www.gov.uk/complain-about-a-driving-instructor)
4. Both parties agree to make every effort to resolve disputes in good faith before considering external or legal action.

18. Force Majeure

1. The ADI shall not be liable for cancellations, delays, or failure to provide lessons caused by events beyond reasonable control (e.g. severe weather, vehicle breakdown, illness, fuel shortages, or public emergencies).

19. Termination of Agreement

1. Either party may terminate the agreement by giving at least one week's notice.
2. Any outstanding lessons already paid for will be delivered or refunded in line with Section 13.
3. The ADI may terminate without notice in cases of abusive, aggressive, or unsafe behaviour.

20. Disclaimer

1. The ADI's role is to teach safe driving practices. The ADI cannot accept liability for accidents, incidents, or errors made by the Client when driving unsupervised, either before or after passing the driving test.

21. Contact Information

Philip Adams DSA.ADI (Car) – ADI No. 892669

14 Spelt Avenue, Westham, Pevensy, BN24 5EE

Call: 07402 745130

Email: info@ministryofdriving.co.uk

This address is for correspondence only. All contact should be via post, email, or telephone. Uninvited visits will be treated as trespass.

The ADI reserves the right to amend these Terms & Conditions at any time.

Last updated: 01/08/2025