

## Terms and Conditions

**COURSE BOOKING:** 1. The course booked is for the date and time agreed on initial booking and as confirmed in writing by

London & Herts Driving Academy Ltd (North London) Passexpress Ltd (West & South London) who own and run a franchise of 5DAY (the company) and may be cancelled within 14 working days from the date of this confirmation in writing to the administration centre at 5Day, Suite 5

The Old Dairy, Elm Farm, Norwich Common, Wymondham NR18 0SW.

In any event this notice must arrive before the course start date over. Letters may only be received during office hours which are Monday to Friday 9am to 5pm. If booking a course to commence within 14 working days (eg short notice booking) 5day must have your agreement to commence booking as this will mean your normal 14 working day cancellation right will not apply. 1A. After the period in 1 above you cannot move or cancel the course and or any associated accommodation without full loss of fee, except where 20 working days notice is given in writing to the company at the address stated above in 1.

**ACCOMMODATION:** If requested, 5DAY® will book the local Travelodge. 5DAY® will be held responsible for any errors made when booking the actual accommodation if requested by a pupil however they cannot be held responsible for any complaint arising with the accommodation facilities and their services.

**DELIVERY:** (A 5Day course is over five consecutive day's)

Course A - Monday to Thursday 9.00am - 5.00pm and Friday 9.00am - 3.00pm\*

Course B - Monday to Thursday 11.00am to 7.00pm and Friday 2.30pm\* - 7.00pm

(\*times may vary due to driving test cover and be extended for retraining subject to candidates theory test results)

Each course includes one to one car tuition with a DSA car instructor and class based theory training with a DSA car instructor. The course will start and finish at our training centre, the address of which is on the course confirmation letter and as such the pupil is responsible in getting themselves to and from the Training centre each day on time. If at any time the pupil elects to finish the course early, arrive late, or miss any days out, no proportion of payment made for the course will be refunded, or will any hours be given in lieu of those hours missed. 5DAY® shall have the right to use or substitute any DSA instructor and or vehicle for the purpose of giving all or some of the tuition both practical and theory on the course week for whatever reason. The pupil agrees that he/she is duly licensed to drive the tuition vehicle and is able to read a number plate at a distance of 20.5 metres with or without aided vision. 5DAY® shall have liability to the pupil under this agreement in respect of any injury, loss or damage arising from the use of the tuition vehicle if there is found to be negligence regarding the contracted instructors' vehicle not meeting required safety and maintenance requirements.

**TRAINING:** Training for both the theory and practical syllabus is delivered by Driving Standards Agency (DSA) qualified instructors who teach by the DSA guidelines. The 5DAY course is designed to give an average pupil an overall grounding on all the topics of the DSA learning to drive syllabus and to help a pupil achieve if possible DSA test standard by the end of the 5 Days. There is no guarantee

implied written or otherwise that a pupil will get to the required standard to be able to pass a driving test as achieving this standard is entirely down to the pupils ability. For the avoidance of doubt the standard required is level 5 as published on the Driving Standards Agency website and the Agency's Drivers Record. In the case of non achievement further training options include lessons from a DSA approved instructor or private practice until such time that the required standard is achieved. 5DAY are not responsible for any further lessons agreed between the pupil and a 5DAY instructor, payment for such lessons are entirely the responsibility of the pupil and the instructor.

**THEORY TEST:** The course will include a pre booked official DSA Theory Test during the week. The date and time of this test will be given to you on the first day of attending the course and you are expected to abide by the terms and conditions of this test found at [www.dsa.gov.uk](http://www.dsa.gov.uk). You are required by the DSA to take along your UK Provisional Driving Licence plastic card when attending for this test. **FREE THEORY RE-TRAINING:** Retraining is free to all and takes place at the 5DAY training centre. You may attend for unlimited days and use the facilities during office hours only

**DRIVING TEST:** A driving test is not supplied on course A or B, as application for such can only be made once a theory pass is obtained. If requested to do so, 5DAY will fast track a driving test to be 75% sooner than the national waiting list. The DSA do not supply a car for a driving test, however candidates may hire the school car for the test. The hire car is supplied without charge on the 1st test booked and every effort is made to supply the car that was used for training. There is no money back equivalent if the car is not used or required for the 1st test. If the first booked test is subsequently cancelled by the DVSA for whatever reason and 5Day do not have at least 3 working days notice of this cancellation the free car hire will expire. In line with the industry norm we may refuse the use of the hire car where we feel that the driver poses a risk to the public and/or the hire car. In this event, where possible, we will give the driver enough notice so that he/she can either hire an alternative car or cancel the test without loss of fee.

**MENTORING RETEST PROGRAMME:** Should the candidate fail the driving test at the first or any successive attempts after completion of the 5Day course the candidate can enrol onto the retraining programme by submitting the Driving Test Report form (DL25) given to him/her after their driving test. The candidate must do this within 7 days of failing. Free remedial help to correct the errors identified as serious or dangerous by the examiner and as marked on the DL25 will be offered from the training centre, until either the candidate is happy to reapply for another test and / or the Mentoring instructor is satisfied that sufficient progress has been made and the errors fully corrected. To avail yourself of this offer you must have attended the course in full.

**OFFERS:** From time to time 5DAY may have special offers to promote it's courses and the terms and conditions of these offers/ promotions will be published on the companies web site

**DATA PROTECTION:** 5DAY uses the DVSA business booking service to book your tests. Guidelines of this service can be found here <https://www.gov.uk/government/publications/dvsa-driving-test-booking-service-data-protection/dvsa-driving-test-booking-service-data-protection#who-controls-your-data> Guidelines on our GDPR policy can be found here <https://www.5day.co.uk/privacy-policy/>

**COMPLAINTS PROCEDURE:** In the event of any complaint about the services offered by 5DAY or their instructors, you must in the first instance report this either to the Training Centre Manager in person during your course week or in his absence you must telephone the head office on 01603 616909 during normal office hours and speak to the Customer Services Department. The procedure is to record complaints in writing at the time and to deal with issues immediately. We must be given every opportunity to deal with a complaint whilst you are with us on the course. It becomes more difficult to collate information concerning a complaint after the event or if you have left the course without telling us. We will be happy to talk to parents or other third parties about your progress on the course but please note because of Data Protection we are not able to do this without your express written permission. These terms shall not limit the company's liability resulting from its negligence nor shall they affect any statutory rights, which you may have as a consumer. Please note that all calls made to or by 5DAY® staff are recorded for training purposes.

(updated 02/03/2018)