

## 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 Passexpress Ltd (Slough, West London and South London branches) who own and operate a franchise of 5DAY (the company) and may be cancelled (subject to an administration charge at the Companies discretion to cover costs incurred) 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. Letters may only be received during office hours which are Monday to Friday 8am to 4pm. If booking a course due to commence within 14 working days (e.g., a short notice booking), 5DAY® must have your agreement to commence the booking as this will mean your normal 14 working day cancellation right will apply.

1A. After the period in 1 (above) you cannot move or cancel the course 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.

DELIVERY: (A 5DAY® course is over five consecutive days) Course times are:  
Course A - Monday to Friday 9.00am - 5.00pm\*

\*Check your course confirmation for your specific course times dependant on the centre you have booked in to. Times may vary due to driving test cover cover within course hours

Each course includes one to one car tuition with a Trainer and class based theory training with an Approved Driving 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 Approved Driving 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 they are 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 Trainers and Approved Driving Instructors who teach by the Government guidelines. The 5DAY® course is designed to give an average pupil an overall grounding on all the topics of the Government learning to drive syllabus and to help a pupil achieve if possible test standard by the end of the five 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 (independent) as published on the Governments Agency website and the Agency's Drivers Record. In the case of non-achievement further training options include lessons from an Approved Driving Instructor or private practise 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:

5DAY® will supply an official Theory Test. You are required to take along your UK Provisional Driving Licence plastic photo 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 Course B, as application for such can only be made once a theory pass is obtained. If requested to do so, 5DAY® will procure a driving test for after your course week. The Government driving test centres 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 Government Agency 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.

#### FORCE MAJEURE:

5DAY® provides the service of driver training in car and theory training in class. 5DAY® have the status of trainer booker with the Government Agency and Reed in Partnership, however, we do not control the conducting of tests or the availability of tests. In this respect, we cannot guarantee that any test can be provided in the event of situations beyond our control. For example, test centre closures.

#### 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 them 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, 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 the courses and the terms and conditions of these offers/promotions will be published on the companies website.

#### DATA PROTECTION:

5DAY® uses the Government Agency business booking service to book your tests. Guidelines of this service can be found on the Government agency website. Guidelines on our GDPR policy can be found here [https:// www.5day.co.uk/ privacy-policy/](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 by telephoning 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 some calls made to or by 5DAY® staff may be recorded for training purposes.