



AA Driving School

Driving Instructor Training Agreement

1. DEFINITIONS

1.1 In this Agreement the following expressions will have the following meanings unless inconsistent with the context:

1.1.1 **"ADI"** means an Approved Driving Instructor;

1.1.2 **"Charges"** means the fees and charges payable to Us in respect of the Services for Part 1, Part 2 and Part 3 whether as a lump sum payment for all four Parts or individual fees for each Part;

1.1.3 **"DDIT"** means the Designated Driver Instructor Trainer You will be allocated from time to time (the DDIT allocated may change at any time during the duration of this Agreement);

1.1.4 **"DIT"** means a Driving Instructor Training

1.1.5 **"DSA"** means the Driving Standards Agency;

1.1.6 **"Instalment Agreement"** means the instalment agreement which sets out the terms and conditions of Our instalment arrangement that You shall be required to enter into if You have agreed with Us to pay for Your training by instalments;

1.1.7 **"NDI"** means a New Driving Instructor to whom the DSA will issue a reference number upon application by You (**"NDI Reference Number"**);

1.1.8 **"Part 1", "Part 2" and "Part 3"** means the relevant part of the process specified by the DSA to be undertaken by persons wishing to qualify as an ADI, being Theory (Part 1), Driving Ability (Part 2) and Instructional Ability (Part 3) and "Part" or "Parts" shall be construed as meaning any one or more of these parts as appropriate;

1.1.9 **"Services"** means the services which We provide to You (including any of them or any part of them) under this Agreement;

1.1.10 **"We/Us/Our/AA"** means Automobile Association Developments Limited (registered number 1878835) whose registered office is at Fanum House, Basing View, Basingstoke, RG21 4EA

1.1.11 **"You/Your"** means the pupil receiving driver instructor training under the terms and conditions of this Agreement.

1.2 You may have other rights granted to You by law in addition to those set out in this Agreement. This Agreement does not affect those other statutory rights granted by law.

2. DSA APPROVAL AND PRE-CONDITIONS OF TRAINING

2.1 Our obligations under this Agreement will not apply until such time as You have had an application to become an ADI approved by the DSA.

2.2 You confirm that:

2.2.1 You do not have any criminal convictions or You have had a Criminal Records Bureau check that has been approved by the DSA.

2.2.2 You hold a clean, current and full driving licence; and

2.2.3 You are medically fit to drive and that Your eyesight meets the DSA test standard and You will notify Us of any change to Your circumstances which cause any of these statements in paragraph 2.2 to be incorrect.

2.3 If any of the matters referred to in paragraph 2.2 above or any other information You have provided to Us in relation to this Agreement is, or becomes at any time, not correct We may, by notice in writing to You, terminate this Agreement. If We terminate this Agreement under this paragraph 2.3 We may retain from any monies You have paid to Us, a sum equal to any administrative costs We have incurred in relation to this Agreement (capped at a maximum of £100) plus the cost of any training materials which You do not return to Us in an unused condition.

2.4 Where, at our discretion, we have agreed that we will provide the Services to You prior to the DSA approving Your application to become an ADI and no such approval is obtained from the DSA, the refund rules set out in paragraph 9 shall apply according to the circumstances.

3. PART 1 – THEORY

3.1 On or before the date of this Agreement (which shall be the date set out in the letter accompanying this Agreement) You will pay to Us the Part 1 Charges. The Part 1 Charges relate to the training We will provide under this paragraph 3. We will not be obliged to provide You with any Part 1 materials or training until We have received the Part 1 Charges from You.

3.2 The standards which You will need to achieve to pass Part 1 are specified by the DSA. In relation to Part 1 We will provide You with the following in order to assist You to seek to achieve those standards:

3.2.1 access to e-learning platform and written training materials (including those materials referred in at paragraph 3.2.2);

3.2.2 DSA approved "mock" tests; and

3.2.3 administrative support.

3.2.4 two (2) hours of one to one support available with Your DDIT.

3.3 You will arrange Your Part 1 test with the DSA and will pay the fee for the Part 1 test directly to the DSA. We may provide You with advice as to whether and when, in Our opinion, You are ready to take Your Part 1 test. However if We recommend that You are

ready to take Your Part 1 test, We do not give any guarantee that You will successfully pass such test. Should You need to re-sit Your Part 1 test, You will be responsible for paying any applicable fees directly to the DSA and for arranging to re-sit Your Part 1 test with the DSA.

3.4 Upon Your request, We may provide You with training in relation to Part 1 in addition to that set out in paragraph 3.2 above. Any such additional training falls outside of this Agreement therefore we shall be entitled to charge You for such additional training on behalf of your DDIT at their current rates for such training (see our website for the relevant terms and conditions <http://www.theaa.com/driving-school/driving-lessons/termsconditions.html>). All additional training must be paid for in advance to Us and not to Your DDIT.

4. PART 2 – DRIVING ABILITY

4.1 You may (but are not obliged to) at any time request that Part 2 training is commenced. We are not obliged to provide Part 2 training until You have so requested and may require that You have passed Part 1 prior to commencement of Part 2. Prior to commencement of any Part 2 training under this paragraph 4 You will pay to Us the Part 2 Charges. We will not be obliged to provide You with any Part 2 materials or training until We have received the Part 2 Charges from You.

4.2 The standards which You will need to achieve to pass Part 2 are specified by the DSA. In relation to Part 2 We will provide You with the following in order to assist You to achieve those standards:

4.2.1 access to e-learning platform and written training materials; and

4.2.2 in-car tuition by a suitably qualified and experienced DDIT. We will provide the vehicle for this tuition; and

4.2.3 Use of a vehicle for the purpose of taking Your Part 2 test. You will use the vehicle solely for this purpose and You will be responsible for meeting any costs We incur as a result of any damage sustained to the vehicle or any accident involving the vehicle whilst in Your custody which is not met by Our insurance policy.

4.3 The maximum aggregate duration of the in-car tuition We are to provide You with under paragraph 4.2.2 shall not exceed twelve (12) hours.

4.4 You will arrange Your Part 2 test with the DSA and will pay the fee for the Part 2 test directly to the DSA. As at the date of this Agreement, the DSA require You to have passed Your Part 2 and 3 tests within 2 years of passing Your Part 1 test. It is Your responsibility to ensure that You arrange Your Part 2 in car tuition in a timely manner so as to enable You to meet this requirement (or any variation to it). We may provide You with advice as to whether and when, in Our opinion, You are ready to take Your Part 2 test. However if We recommend that You are ready to take Your Part 2 test, We do not give any guarantee that You will successfully pass such test.

4.5 Should You need to re-sit Your Part 2 test, You will be responsible for paying any applicable fees directly to the DSA and for arranging to re-sit Your Part 2 test with the DSA. We will provide You with a vehicle for the purpose of re-sitting Your Part 2 test upon Your request and We shall be entitled to charge You for such use at Our then current rates. Your use of such vehicle shall be in accordance with paragraph 4.2.3.

4.6 Upon Your request, We may provide You with training in relation to Part 2 in addition to that set out in paragraph 4.3 above. Any such additional training falls outside of this Agreement therefore we shall be entitled to charge You for such additional training on behalf of your DDIT at their current rates for such training (see our website for the relevant terms and conditions <http://www.theaa.com/driving-school/driving-lessons/termsconditions.html>). All additional training must be paid for in advance to Us and not to Your DDIT.

4.7 You will need to advise Us of the outcome of every Part 2 test attempt (whether You have passed or failed), the date of the test and the overall score You achieved. Where You have passed You must submit a copy of Your DL25 Part 2 pass to Us as soon as possible.

5. PART 3 – INSTRUCTIONAL ABILITY

5.1 You may not commence any in-car training for Part 3 until You have passed Part 1 and Part 2. Prior to commencement of any Part 3 training under this paragraph 5 You will pay to Us the Part 3 Charges. We will not be obliged to provide You with any Part 3 materials or training until We have received the Part 3 Charges from You.

5.2 The standards which You will need to achieve to pass Part 3 are specified by the DSA. In relation to Part 3 We will provide You with the following in order to assist You to seek to achieve those standards:

5.2.1 Written training materials; and

5.2.2 in-car tuition by a suitably qualified and experienced DDIT. We will provide the vehicle for this tuition; and

5.2.3 Use of a vehicle for the purpose of taking Your Part 3 test. You will use the vehicle solely for this purpose and You will be responsible for meeting any costs We incur as a result of any damage sustained to the vehicle or any accident involving the vehicle whilst in Your custody which is not met by Our insurance policy.

5.3 The maximum aggregate duration of the in-car tuition We are to provide You with under paragraph 5.2.2 shall not exceed 40 hours.

5.4 You will arrange for Your Part 3 test with the DSA and will pay the fee for the Part 3 test directly to the DSA. As at the date of this Agreement, the DSA require You to have passed Your Part 2 and 3 tests within 2 years of passing Your Part 1 test. It is Your responsibility to ensure that You arrange Your Part 3 in car tuition in a timely manner so as to enable You to meet this requirement (or any variation to it). We may provide You with advice as to whether and when, in Our opinion, You are ready to take Your Part 3 test. However if We

recommend that You are ready to take Your Part 3 test, We do not give any guarantee that You will successfully pass such test.

5.5 Should You need to re-sit Your Part 3 test, You will be responsible for paying any applicable fees directly to the DSA and for arranging to re-sit Your Part 3 test with the DSA. We will provide You with a vehicle for the purpose of re-sitting Your Part 3 test upon Your request and We shall be entitled to charge You for such use at Our then current rates. Your use of such vehicle shall be in accordance with paragraph 5.2.3.

5.6 Upon Your request, We may provide You with training in relation to Part 3 in addition to that set out in paragraph 5.3 above. Any such additional training falls outside of this Agreement therefore we shall be entitled to charge You for such additional training on behalf of your DDIT at their current rates for such training. All additional training must be paid for in advance to Us and not to Your DDIT.

6. MATERIALS AND TUITION

6.1 We will send the training materials to Your nominated address. We will use reasonable endeavours to send the training materials to You within 10 days after We receive from You the fee for the relevant Part or Parts (when paid for as the bundled option). If We are unable to deliver the training materials to You within 30 days, We will inform You and offer You a full refund.

6.2 If You cancel any in-car tuition on less than 48 hours notice such tuition shall count towards the number of hours tuition specified in paragraphs 4.3, 5.3 and 6.3.2. If You so cancel tuition which You have requested Us to provide under paragraphs 4.6, 5.3 and 6.5 which is additional to Your entitlement under paragraphs 4.3, 5.3 and 6.3.2 then We shall be entitled retain the charges You have paid for that tuition.

6.3 We will use reasonable endeavours to fulfil any in-car tuition You have booked.

6.4 In addition to the services under this Agreement, We may provide suggestions on operating a franchise including business skills and marketing advice. The information is of a general nature, is not tailored and is not a substitute for professional advice. You are recommended to obtain specific professional advice before You take any action. We make no warranty of any kind with respect to the completeness or accuracy of the information provided. We will not be liable to You for any actions taken or inactions as a result of You relying on or in any way using information given relating to operating a franchise and in no event shall We be liable to You for any damages resulting from reliance on or use of this information.

7. TERMINATION

7.1 You may terminate this Agreement if You fail any of the Part 1, Part 2 or Part 3 tests.

7.2 We may exercise our rights to terminate this Agreement in accordance with paragraph 2.3.

7.3 If You are paying by instalments under Our Instalment Agreement We may at Our discretion cancel Your training following and in accordance with any default notice sent to You.

8. YOUR RIGHT TO CANCEL

8.1 If You are a consumer (i.e. You are not purchasing either wholly or in part for Your business or You are not a business) You have the right under the Distance Selling Regulations 2000, in addition to Your other rights, to cancel this Agreement and receive a full refund of any payment You have made to Us.. You must inform Us in writing if You wish to cancel within nine (9) working days starting with the day after the date stated on the letter that You received in Your pack including this Agreement ("Cooling Off Period").

8.2 In accordance with the Distance Selling Regulations 2000 if You have either:

- i) agreed that the Part 1, Part 2 or Part 3 training can start within the Cooling Off Period; or
- ii) accessed your E-Learning Package software within the Cooling Off Period;

then Your right to cancel this Agreement and receive a full refund will end as soon as the training starts or at the time of your access of the E-learning package software.

8.3 If You choose to cancel within cooling off period then You must return any written training materials We may have sent to You to us at the return address provided when You received the written materials in an unused condition at Your cost and We advise You to ensure these materials are adequately insured during the return journey.

8.4 If You have not returned the materials within 14 days of cancellation or when requested by us to do so, whichever occurs later, We shall be entitled to recover the materials from You and deduct from Your refund Our direct costs of recovering the materials.

8.5 Subject to paragraph 9, if You have purchased Theory (Part 1), Driving Ability (Part 2) and Instructional Ability (Part 3) upfront as one complete package (taking advantage of the discount on price as advised to You at the time of purchase) You may cancel the Agreement in accordance with the provisions of paragraphs 8.1 and 8.2 or on written notice at any time. If, at the time of cancellation, any Part of the course has been commenced You will only be entitled to a refund of the fees You have already paid for the hours within the Parts You have not commenced (if applicable). Part 1 becomes non-refundable if either E-learning has been accessed or lessons have been taken or the cooling off period has ended. Parts 2 and 3 are only partially refundable after the end of the cooling off period. See section 9 below for more details on refunds.

9. REFUNDS ON CANCELLATION OF THIS AGREEMENT

9.1 The refund that You will be entitled to on cancellation of this Agreement will depend on:

- i) how you have paid for the training;
- ii) whether the Cooling Off Period has expired at the time of Your cancellation; and
- iii) whether You have commenced any or all parts of the training.

9.2 If You are paying for Your training under Our Instalment Agreement then whether you are entitled to a refund will depend on how much You have paid under the Agreement and how many parts of the training you have commenced at the time of your cancellation of this Agreement. If You have undertaken more training than You have paid for in instalments at the point of cancellation You must pay Us any outstanding sums that You owe to Us within 14 days.

9.3 If You have paid for Your training upfront as one complete package the refund rules are as follows :

Refund rules – whole package purchased upfront

Within Cooling Off Period, not started DIT1 or accessed E-learning Package	Full refund of any money paid
Within Cooling Off Period, started DIT1 (only) or E-learning Package accessed	Refund for lessons not taken (52 hours at standard rate) within Parts 2 and 3 less an administration charge of £100
After Cooling Off Period DIT not started	Part 1: No refund
	Parts 2 and/or 3: refund of lessons not taken (40 hours at standard rate) less an administration charge of £100
After Cooling Off Period DIT 1 (only) started but not completed or E-learning package accessed	Refund of lessons not taken within Parts 2 and 3 (52 hours at standard rate) less an administration charge of £100
After Cooling Off Period DIT 2 started but not completed	Refund of lessons not taken within Part 3 (40 hours at standard rate) less an administration charge of £100
After Cooling Off Period DIT 3 started but not completed	No refund

Note that any refund provided under the above will reflect any discount given at the time of purchase.

9.4 If you have bought each part separately the refund rules are as follows:

Refund rules – pay as you go

Within Cooling Off Period, not started DIT (any part) or accessed E-learning Package	Full refund of any money paid
Within Cooling Off Period, started DIT or accessed E-learning Package	No refund
After Cooling Off Period DIT not started	Part 1: No refund
	Refund of lessons not taken (12 hours for

	part 2 and 40 hours for part 3) less an admin charge of £100
After Cooling Off Period DIT 1 started but not completed or E-learning package accessed	No refund
After Cooling Off Period DIT 2 started but not completed	No refund
After Cooling Off Period DIT 3 started but not completed	No refund

Note that any refund provided under the above will reflect any discount given at the time of purchase.

10. GENERAL

10.1 We are not liable for any death, loss or injury sustained by You during or after the tuition unless such death, loss or injury is due to Our negligence or breach of this Agreement.

10.2 If We or You choose not to rely on any of Our rights under this Agreement, this does not affect Our or Your liability to rely on these same rights in future.

10.3 We may assign, hold on trust, licence or sub-contract all or any part of Our rights or obligations under this Agreement. In particular We may provide the Services (or any part of them) through third party driving instructors.

10.4 This Agreement is personal to You and You may not assign; hold on trust; licence; sub-contract or re-sell all or any of Your rights or obligations under this Agreement without Our prior written consent.

10.5 No one else shall be able to enforce any of the terms of this Agreement.

10.6 By providing AA DRIVING SCHOOL with Your personal data and contact details, You consent to the use of that data and to being contacted by any AA Group company and the Acromas Group of companies, by post, telephone, e-mail, SMS or other electronic means, to inform You about products and services which it considers may be of interest to You. However You can contact the AA DRIVING SCHOOL Data Protection Officer in writing at any time to suppress some or all Acromas products at Fanum House, Basing View, Basingstoke RG21 4EA.

10.7 This Agreement may not be varied unless that variation is in writing signed both by You and on behalf of Us.

10.8 Any notice in connection with this Agreement (including any complaints) must be in writing addressed to DIT Support Manager, AA DRIVING SCHOOL, 3rd Floor, St. Patrick's House, 17 Penarth Road, Cardiff CF10 5ZA and will be duly served:

10.8.1 If delivered by hand, when left at the proper address for service;

10.8.2 If given or made by first class post or special delivery post, 48 hours after being posted or in the case of air mail 14 days after being posted excluding days other than business days.

10.9 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement will be governed by the relevant United Kingdom law. The English Courts (if You live in England), Scottish Courts (if You live in Scotland) or Welsh Courts (if You live in Wales) will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. You and We agree to submit to that jurisdiction.

11. ELIGIBILITY FOR A FRANCHISE

Once you have completed your DIT training with AADS/BSM, you can choose to apply for a franchised position as an ADI with AADS/BSM. Your application will be subject to our usual checks for all new joiners, including credit check, valid ADI/PDI licence, valid driving licence and criminal record check (now called a "DBS" check). You will need to sign a new contract at that stage, if successful.