

Your Instructor and FREEDOM Driving School

Your instructor, a self-employed franchisee referred to as 'your instructor', has engaged in a franchise agreement with Brook Base Limited, trading as FREEDOM Driving School (referred to as 'we', 'us', 'our').

FREEDOM Driving School Agency Limited serves as an intermediary for your instructor, handling payments for driving tuition, excluding those directly made by you to your instructor. When FREEDOM Driving School and/or FREEDOM Driving School facilitate bookings, provide information or documentation, or process payments for your lessons, they do so as agents of your instructor.

The contractual agreement for driving tuition exclusively exists between you ('you') and your instructor.

Tuition

Tuition is accessible solely to individuals who fulfil the following conditions:

- Are aged 17 or above, or are aged 16 or above and receive the higher rate of Disability Living Allowance (mobility component).
- Possess a valid UK provisional driving licence.
- Have legal entitlement to drive in the UK.

Lessons

Both you and your instructor bear the responsibility for mutually agreeing upon all aspects concerning the timing, location, and duration of individual lessons. It's imperative that you inform your instructor of any circumstances that may impact your ability or eligibility to receive driving tuition. This includes, but is not limited to, situations such as the absence or loss of a valid UK provisional driving licence.

Cancellation of Lessons

If either you or your instructor need to cancel a lesson, it should be done with a minimum of 48 hours' notice. If your instructor cancels a lesson without providing this minimum notice, they are obligated to reschedule the lesson. Cancellations initiated by you must be communicated either through the Customer Service Centre or directly with your instructor.

Failure to provide at least 48 hours' notice of cancellation will result in being charged for the affected lesson(s) in full. It's important to note that if you have booked your driving test, the Driver and Vehicle Standards Agency (DVSA) mandates a three-clear working days notice for cancellations. Consequently, if your instructor deems you unprepared for the test within this three-day period, you may risk losing your DVSA test fee.

Payments and Lesson Bookings

Payment for any tuition must be settled at least 48 hours prior to the commencement of the lesson, utilising one of the following methods:

- Online payment via credit or debit card.
- Payment over the telephone using a credit or debit card.
- When purchasing your initial lesson package over the telephone through the FREEDOM Driving School Customer Service Centre, a booking fee of £2.50 inclusive of VAT will be applied.
- A handling fee of 1.8% plus VAT is applicable to credit card transactions conducted through the Customer Service Centre or online. (This charge is exempt for payments made via debit card.)
- It's important to note that cards remain valid until the date indicated on them.
- Cash payments must be made payable to your instructor.
- FREEDOM Driving School holds no responsibility or liability for payments conducted through any other means.
- If you opt to pay your instructor directly using any method, it is advisable to obtain a receipt. FREEDOM Driving School bears no responsibility for payments made directly to instructors.

Price Changes

The cost of prepaid tuition is determined by the lesson price at the time of booking and will be honoured for a period of 12 months thereafter, except in the circumstances outlined below. This means that any price increases occurring between the booking date and the lesson dates will not affect the prepaid rate during this 12-month period. However, after 12 months, any remaining unused lessons will be subject to the updated lesson prices, which will become payable by you.

Here are the circumstances where adjustments to prepaid amounts may be necessary:

1. If you relocate to a different postcode area and request a new instructor because your current one does not operate in the new area:
 - o If your new instructor charges a higher hourly rate, you will need to cover the difference.
 - o If your new instructor charges a lower rate, you will receive a refund for the difference.
2. If you request to switch instructors within the same postcode area and your new instructor charges a different hourly rate:
 - o You will need to pay the difference if the new instructor charges a higher rate.
 - o You will receive a refund for the difference if the new instructor charges a lower rate.
3. If your new instructor charges a supplement (e.g., an extra fee for automatic transmission):
 - o You will be required to pay any additional supplement charges.
4. If you haven't taken any lessons for three months and are assigned a new instructor after a tuition price increase:
 - o You will need to pay the price difference for the remaining lessons.

Special Offers and Discounts

Driver Tuition Agreement

FREEDOM Driving School offers a diverse range of promotions and discounts to both new and existing learner pupils, covering learning to drive and other associated products. Please note that FREEDOM Driving School retains the right to introduce new offers and withdraw existing ones periodically.

It's important to understand that introductory offers are exclusively for new learner pupils. They cannot be combined with other offers and are non-transferable.

Refund Policy and Warranty

You are within your rights to cancel your prepaid tuition at any time, as outlined in the 'Cancellation of lessons' section above. If you haven't started any lessons at the time of cancellation, you're eligible for a full refund of any payments made to FREEDOM Driving School, with certain conditions:

If you've paid your instructor directly for the tuition you wish to cancel, your instructor will provide a refund according to the same criteria mentioned above.

Transferability of Lessons

You are not permitted to sell or transfer lessons that have been purchased under your name to any other individual.

Fraud Prevention

1. If you've already taken lesson(s) at the time of cancellation, you won't be eligible for a refund on those lessons, including any applicable booking fees.
2. We aim to refund you using the same payment method you initially used for your lessons. However, if this isn't possible for any reason, we reserve the right to refund you via an alternative method.
3. In certain cases, we may require additional information from you to verify your identity, in compliance with the Money Laundering Regulations 2007. This information may also be used to ensure adherence to our card collection facilities' operating instructions.
4. Refunds may take up to 10 working days to be processed and reach you or your account.
5. For partial block bookings, refunds will be calculated proportionally based on the number of lessons not yet taken.
6. In the case of a 'buy one get one free' offer, once the first lesson has been taken, no refunds will be issued.
7. If you've made payment directly to your instructor for the tuition you wish to cancel, your instructor will refund you following the same principles outlined above.

Transferability of Lessons

You are not allowed to sell or transfer lessons that have been purchased under your name to any other individual.

Fraud Prevention

Your lessons are considered valid only if they are purchased through the specified channels outlined in the 'Payments and lesson bookings' section above. If your lessons have been acquired through any other source, please notify us promptly. In the event that some or all of your lessons were not obtained in accordance with the stated terms, FREEDOM Driving School reserves the right to suspend these lessons in your account immediately.

Following this suspension, FREEDOM Driving School will conduct an investigation to verify the validity of the purchase. If the investigation concludes that the lessons are not valid, they will not be provided to you, and FREEDOM Driving School will bear no liability in such circumstances.

Limitation of Liability

Your instructor, FREEDOM Driving School, and/or Brook Base Limited are not held liable for any loss or damage incurred under the following circumstances:

- There is no breach of a legal duty owed to you by the relevant party.
- The loss or damage is not a reasonably foreseeable consequence of such a breach.
- The loss or damage results from any breach or omission by you.
- The loss or damage arises from circumstances beyond the reasonable control of the relevant party.

Additionally, your instructor, FREEDOM Driving School, and/or Brook Base Limited will not be liable for any losses related to your business interests, including but not limited to lost profits, earnings, opportunities, or business interruption.

It's important to note that neither FREEDOM Driving School nor Brook Base Limited are parties to the contract for driving tuition, which solely exists between you and your instructor. However, this does not affect any liability that FREEDOM Driving School and/or Brook Base Limited may have for any loss or damage caused directly by their breach (including negligence) of any legal duty owed to you.

These terms and conditions do not negate any statutory rights you may possess as a consumer.

Insurance

Your instructor will have the necessary motor insurance coverage in place. This ensures that you are protected in the event of a collision while you are driving the instructor's tuition vehicle as a learner driver.

Short Notice Test

A short notice test is defined as having two weeks or less between the date of the first planned lesson and the date of your booked driving test.

Driver Tuition Agreement

Here are the details of our short notice test package:

- The package includes a minimum of 5 hours of instructor and tuition vehicle time.
- This consists of a 2-hour driving assessment and an additional 3 hours covering the day of your driving test.
Before any lessons can be booked, a minimum of 5 hours of tuition must be paid for. Any additional hours purchased within the short notice test period will be charged at the instructor's standard hourly tuition rate Plus £10 making it £48 manual and £50 for automatic vehicles.
- If you fail your test and require additional lessons, they will be charged at your instructor's standard hourly tuition rate.

If you wish to cancel your short notice test package lessons, a minimum of 48 hours cancellation notice is required before the initial 2-hour assessment lesson to receive a full refund. Please refer to our Cancellation of Lessons and Refund Policy and Warranty sections for the standard terms and conditions of our cancellation and refund policy.

During the initial 2-hour assessment lesson, your instructor will evaluate your readiness for the test. If, after the assessment, the instructor determines that you are not ready for the test, they are not obligated to take you to the test. Your instructor will advise you on the necessary steps to become test-ready.

According to the Driver and Vehicle Standards Agency, you need to give three clear working days to cancel or reschedule your test. If your instructor deems you not ready for the test after the initial assessment lesson, you may lose your Driving Standards Agency test fee. In such cases, neither FREEDOM Driving School nor your instructor are liable for the lost driving test fee.

If you decide to reschedule your test for a later date, you can use the unused prepaid hour(s) for further tuition toward the new test date.

Please note that this offer cannot be combined with any other offer.

Law Applying to Terms and Conditions

These terms and conditions are regulated by the laws of England and Wales and are subject to the non-exclusive jurisdiction of the English courts.

Complaints Procedure

If you encounter any concerns or have complaints regarding any aspect of your driving tuition that cannot be resolved directly with your instructor, please send an email to info@freedomdriving.co.uk with the subject line: Complaint.

Your complaint will be forwarded to the Driver Tuition Service. If they are unable to resolve your complaint to your satisfaction, you have the right to escalate the matter by sending a formal email to the Director.

The Director will make reasonable efforts to respond to your written query within 5 working days.

Customer Care

Your contract is directly between you and your instructor.

In the rare instance of any issue arising, we advise resolving it promptly with your instructor. We recommend refraining from scheduling further lessons until the matter is satisfactorily resolved. However, should you find it challenging to reach a satisfactory conclusion, we are here to assist. Please be aware that we will need evidence of any financial transactions and lesson times before commencing an investigation.

Therefore, it's crucial to ensure that your Driver Record, provided by your instructor, is accurate and up to date. If you require us to investigate any matter, please contact our Dispute Investigations team via email at info@freedomdriving.co.uk with the subject line "Dispute Investigations".

If you remain dissatisfied with the resolution, you have the option to contact the Driver and Vehicle Standards Agency at 0300 200 1122, who may be able to provide further assistance.

Collection and Use of Data

- Any personal data you provide will be securely held and handled in accordance with the Data Protection Act 1998. We will utilize your personal data for the purpose(s) for which you provided it. Additionally, it may be used for marketing, research, statistical analysis, and crime prevention.
- There may be instances where we need to disclose personal data to third parties to fulfil the service you requested. In some cases, it may also be necessary to transfer data to countries outside the European Economic Area. We strive to ensure that any recipient of your data maintains the same level of protection as we do.
- Your data may be shared with regulatory bodies for monitoring and enforcing compliance with regulatory rules and codes.
- If you provide us with information about another person, you confirm that they have consented to you providing it to us for processing their personal data, including any sensitive personal data. You also confirm that you have informed them about our identity and the purpose for which their data will be used, as outlined in this notice.
- With limited exceptions, you have the right to access and, if necessary, rectify information held about you. You can do so by submitting a formal written application to the FREEDOM Driving School Data Protection Officer via email at info@freedomdriving.co.uk with the subject line "Data Protection Request".
- By providing us with your personal data and contact details, you consent to its use and to being contacted by any affiliate of FREEDOM Driving School via post, telephone, email, SMS, or other electronic means regarding products and services that may be of interest to you. However, you can contact the FREEDOM Driving School Data Protection Officer at the email address provided above in writing at any time to opt-out of receiving certain or all affiliated advertising materials.

Registered Address

Brook Base Limited's registered office is located at Martin Cordell & Co, Quebec Wharf, 14 Thomas Rd, London E14 7AF. It is registered in England and Wales with company number 11294621.