

Wow Drive Ltd Terms and Conditions

You should read these terms and conditions carefully as they set out our and your legal rights in relation to Wow Drive Ltd.

In order to have driving lessons you must:

- Be aged 17 or older or if 16 years old If the disability status requirements are satisfied by the DVLA.
- Hold a valid UK full or provisional driving licence or the appropriate international driving licence.

It is your responsibility to provide your instructor with proof that you have a valid licence to drive before the commencement of your first driving lesson. If you fail to provide this proof along with your National Insurance number, your instructor is entitled to refuse to conduct the driving lesson but may still charge you for such driving lesson.

All instructors are self-employed franchisees of Wow Drive Ltd.

It is hereby expressly agreed that the contract for tuition is made solely between the Instructor, as principal, and you, the Pupil.

Your agreement for driving tuition is with your instructor. The contract for driving tuition is solely between you and your driving instructor and is separate to this Agreement. Your driving instructor is responsible for any obligations relating to the provision of driving tuition

This means that you and your instructor will need to agree all matters relating to timing, location and content of driving lessons and tests. In particular it is the responsibility of the Instructor to decide when you are ready to take your test and Wowdrive Ltd does not accept any responsibility for this decision.

In the interests of road safety, your instructor may withhold the use of the car for the driving test if, in the opinion of the instructor a pupil is not in full control of the car or if a reasonable chance of passing the test has not been achieved. No pupils will be presented at test by instructors representing Wow Drive if they are seen to be for experience only purposes or with a severely speculative approach to passing.

Cancellation of driving tests. The Driver and Vehicle Standards Agency (DVSA) requires you to give three clear working days to cancel your test. This may mean that you may lose your DVSA test fee if do not cancel it in time and/or if your instructor is of the opinion that you are not ready for your test within this three-day notice period.

In the interests of your safety, you agree that your instructor may record video and audio during your lessons. With your permission your instructor may ask to take a photo of you with your pass certificate for use in digital marketing. You have a right to refuse this request should you wish and can request the removal of your image at anytime.

Your instructor will accept no liability for accidents, injury or damage to any third party caused by the pupil's recklessness or negligence during a lesson.

Your instructor is at liberty at his/her discretion to refuse to proceed with a lesson if he or she has reason to believe that the pupil is in any way under the influence of drink or drugs at the time of the lesson.

If you or your Instructor wishes to cancel a lesson, a minimum of 48 hours prior notice should be given. If your instructor cancels a lesson without giving this, they will rearrange the lesson. If you do not give 48 hours notice, we reserve the right to charge you for the missed lesson. Please note that all cancellations must be communicated between you and the Instructor or vice versa. Wow Drive Ltd is unable to pass on cancellation information.

Payment for tuition should be made in cash or via bank transfer direct to the Instructor. Any block booking must be used within 120 days of purchase, and you are not entitled to a refund for any lessons that are not booked and used within this 120 day period.

To protect the interest of the driving instructor, If a client should cancel, rearrange or no show their first booked lesson, then the instructor will ask for the next lesson to be paid for at the time of booking to protect the instructor against repeated loss of earnings by clients who haven't yet signed the terms and agreements regarding the 48hr cancellation policy

You must obtain a receipt as Wow Drive Ltd cannot accept responsibility for any payments to the Instructor

Special offers. From time to time, we may provide offers and discounts for new and existing learner pupils. Additional terms and conditions apply and we reserve the right to introduce and withdraw offers without notice. All offers remain subject to availability.

Introductory offers. Introductory offers are only available to new learner pupils who have not previously booked lessons with Wow Drive Ltd and are only applied to a pupil's very first booking.

You can't sell or transfer lessons which have been purchased in your name (or any lesson pre-payments) to any other person.

The pupil should be aware that their instructor is an independent legal entity, separate from Wow Drive Ltd. Should a refund become due to the pupil, it is the responsibility of your driving instructor to refund any payments made to him/her by the pupil as these monies are not paid to Wow Drive Ltd. No refunds will be given for a lesson that has been completed.

When making bookings, supplying any information or documentation to you and processing any payments Wow Drive Ltd may act as an agent of the Instructor. Accordingly you acknowledge that Wow Drive Ltd can have no liability to the Pupil in respect of any matter which is subject to the contract between the Instructor and yourself.

Your instructor will have appropriate motor vehicle insurance which will provide cover should you be involved in a collision as a learner driver whilst in control of driving the instructor's tuition vehicle. However, nothing in these terms shall exclude the liability of Wow Drive Ltd for any loss or damage directly occasioned by the negligence or other breach of the said company.

You retain ownership of copyright in content that you submit to our Website/App. You grant us a world-wide, non-exclusive, royalty free, non-terminable licence to use, copy, distribute, publish and transmit such content in any manner and for any purpose.

In the event of any problem arising with the driving tuition, you should speak to your instructor as they provide driving tuition to you under a separate contract. We recommend that you don't take any further lessons with that instructor until the matter is resolved.

General data Protection Regulations (GDPR)

- To enable your instructor to carry out his/her profession, you consent to having your driving licence number, your address, phone numbers to be documented for your pupil progress record and communication purposes.
- Your records can be inspected at any time and shall be destroyed eight weeks after passing your test or leaving the school.
- In the interest of road safety you agree that your instructor may possibly video record your lesson. Your face will not be shown on any recording and all digitally recorded data is deleted after 8 weeks unless the police or other relevant authorities request copies following a road incident.
- If you have a concern regarding how your instructor stores your data, you have a right to lodge a complaint with The Information Commissioners office (ICO).

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