Terms & Conditions

These Terms and Conditions are the standard terms which apply to the provision of driving tuition by HSM Driving Instructors to Students that require such tuition; and where the Student is a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions & Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

1.1.1 **"Business"** means any business, trade, craft, or profession carried on by You or any other person/ organisation;

1.1.2 **"Consumer"** means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Instructor who receives tuition from the Instructor for the customer's personal use and for purposes wholly or mainly outside the purposes of any Business;

1.1.3 **"DVSA"** means the Driver & Vehicle Standards Agency;

1.1.4 **"Instructor / They / Them / Their"** means Your HSM Driving Instructor;

1.1.5 **"Price List"** means Your HSM Driving Instructors' standard price list for driving tuition. The list is available from the Total Drive App, our website at https://hsm-driving-lessons.co.uk or on request by email or phone;

1.1.6 **"Student / You / Your"** means the individual recipient of driving instruction;

1.1.7 **"Parent / Guardian"** means an individual with legal responsibility for the Student, who will assume legal liability for the Student's actions or inaction in accordance with these Terms and Conditions, in the event that the Student is less than 18 years; and

1.1.8 **"Regulations"** means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and

1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;

1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

1.4 Words signifying the singular number shall include the plural and vice versa;

1.5 References to any gender shall include the other gender;

2. Driving Instructor

2.1 HSM Driving Instructors are self-employed, independent driving instructors and are not employed by HSM or a driving school; and

2.2 HSM Driving Instructors are registered with the DVSA as an Approved Driving Instructor (ADI) or Potential Driving Instructor (PDI) and Their registration is up to date. They shall display Their DVSA ADI/PDI registration certificate in any vehicle that is used for a lesson, and They will ensure that Their ADI/PDI certificate is kept up to date at all times.

3. Driving Lessons: Booking, Cancellation & Delays

3.1 A lesson will only be made available to You if You have a pre-booked appointment for it. You should book a lesson with Your Instructor by phone, or by email, or via social media or messaging Apps or via the Total Drive App or through the website. It shall be Your and Their responsibility to agree all matters relating to each lesson including, but not limited to, date, time, location, duration and price;

3.2 Your request to book a lesson will be an offer, but whether They accept any request will be for Them to decide is Their discretion. Only if and when They tell You that They accept Your request for any particular lesson(s) will there be a binding contract between You and Them for that/those lesson(s);

3.3 If You wish to make a booking for two or more lessons by means of a single booking, and in Their discretion, They accept that booking, Their contract with You will be for all of the lessons concerned;

3.4 They will not reserve any lesson slots or guarantee regularity of lessons over any period of time or on any particular date and/or time except that They will reserve a particular lesson slot for You if and when They accept a booking for it from You. Nevertheless, They shall use reasonable endeavours to make available regular lesson slots for You;

3.5 If You know You are going to be late for a lesson, You should contact Your Instructor to tell Them. If You arrive (or are not ready) later than 10 minutes after the scheduled start time for Your booked lesson, They will try to provide that lesson but if They decide that They cannot do so, the lesson will be treated as cancelled without notice by You and, if They then decide to make a charge for that lesson cancelled without notice, sub-Clause 3.7 below will apply;

3.6 You may cancel a lesson without charge if You give Your Instructor at least 48 hours' prior notice of the cancellation and if You do so They will refund to You any sum You paid Them in advance or provide an alternative lesson date and time;

3.7 If You do not give Your Instructor at least 48 hours' prior notice of cancellation of a lesson, They will be entitled to charge You for any net financial loss that They suffer due to Your cancellation but not more than 100% of the full price of the lesson. Your Instructor will be entitled to deduct that charge from any sum You paid Them in advance, and They shall refund the balance to You or provide a credit on Your account;

3.8 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a lesson without giving Your Instructor at least 48 hours' prior notice, They will consider the circumstances and, in Their discretion, decide whether to waive any charge for late cancellation that They are entitled to make under sub-Clauses 3.5 and 3.7;

3.9 If Your Instructor wishes to cancel a lesson, They may do so without incurring any liability to You (and You will not have to pay for that lesson) if They give You at least 48 hours' prior notice, but if They do not give You at least that minimum notice, They shall be liable for and shall credit You with an additional lesson at no charge;

3.10 Notwithstanding sub-Clause 3.9, Your Instructor may, without incurring any liability to You, cancel a booked lesson at any time before the start time of that lesson, where either:

3.10.1 due to Instructor illness, unavailability of a suitable vehicle, or other reason beyond Their reasonable control, They are not available or able to provide the lesson fully or properly. If Your Instructor cancels a lesson in such circumstances, They will refund to You in full any advance payment that You have made to Them for that lesson or provide an alternative lesson date and time; or

3.10.2 Your Instructor has reason to believe that You are not fit to drive at the time of the lesson due to any factors including, but not limited to, alcohol, drugs (whether prescribed or otherwise), illness or other medical condition. If They cancel the lesson for such reason, They shall be entitled, at Their discretion, either to charge You for that lesson or not to do so but in deciding whether to charge You They shall act reasonably;

3.11 Your Instructor will use all reasonable endeavours to start a lesson at the time which You have booked but the start may be delayed by overrun of a previous lesson or by other circumstances. If a delay to the start is at least 15 minutes, or if at any time before or after You or Your Instructor arrive for a lesson, They notify You that there will be a delay of at least that time, You may cancel and will not have to pay for that lesson, and They will refund to You in full any advance payment that You have made to Them for that lesson. If, however, in those circumstances You do not cancel the lesson, They shall add on to the lesson the time by which the start is delayed at no charge to You or, if that does not suit You, They shall add it on to a subsequent lesson, or if You do not book a further lesson, They will refund a part of the fee for that lesson in proportion to the part of the lesson not added on; and

3.12 Where the contract Your Instructor makes with You is not made on Their premises, the Regulations give You the rights set out in this sub-Clause 3.12, and they will be in addition to the rights given to You by the above provisions of this Clause 3. You may for any reason cancel any lesson(s) during the 14 day period after Your Instructor accepts the booking for it/them, but if the booking includes any lesson(s) on a date which is before the end of that period and if You have expressly requested Your Instructor to provide any such lesson(s) and They do so, You may not cancel that or those requested lesson(s) and You must pay for them in accordance with Clause 5, and You may then only cancel any other lesson(s) covered by that booking. If You request that any lesson be cancelled, You must confirm this in any way convenient to You. If You cancel any lesson(s) as allowed by this Sub-clause 3.12, and You have already made any payment(s) to Your Instructor for the lesson(s), They will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the lesson(s) that You have received.

4. Lessons: Location & Length

4.1 Your Instructor will agree the location for each lesson with You at the time of booking. They may choose a location which requires additional travel in the interests of road safety. In such cases, if You wish to be picked up and taken to that location by Them, travel time will form part of the lesson time;

4.2 The minimum length of a lesson will be 1 hour and, if You and Your Instructor agree, it may be increased by increments of 30 minutes.

5. Fees & Payment

5.1 You must pay Your Instructor fees for all lessons in advance, and They will charge for lessons on an hourly basis. You can obtain information on current lesson fees from the Total Drive App, our website at https://hsm-driving-lessons.co.uk or on request by email or phone from Your Instructor;

5.2 Your Instructor may change Their fees without prior notice but if They increase or reduce the fees between the time You book a lesson and the date of the lesson and You pay for it in advance of the lesson, the price increase or reduction will not apply to that lesson but where there is a decrease, They may in Their discretion decide to refund You the amount of the decrease;

5.3 You shall make payment to Your Instructor of Their fees in advance by cash or bank transfer, via the Total Drive App or our website. Your Instructor shall give You a receipt for all sums that They receive from You if you request one.

6. HSM Driving Instructor Obligations

Your Instructor shall, at all times:

6.1 use Their reasonable endeavours to provide driving instruction at the agreed lesson times;

6.2 use Their reasonable endeavours to train You to a high standard, but shall not be responsible for any errors made by You;

6.3 be professional and courteous towards You and other road users;

6.4 act in accordance with the DVSA Code of Practice for Approved Driving Instructors (a copy of which You can obtain from Your Instructor on request); and

6.5 act in accordance with the law.

7. Your Obligations

7.1 You confirm that, in connection with your request(s) to receive driving tuition from Your Instructor, You are and will be a “consumer” as defined in Clause 1 above;

7.2 You must hold a valid driving licence (either provisional or full) entitling you to drive on UK roads;

7.3 You must always have Your driving licence with You during lessons;

7.4 If You have been banned from driving and are training for a retest, You must be legally entitled to take tuition and must present proof to Your Instructor of that entitlement;

7.5 You must demonstrate Your ability to read a number plate from the distance specified in the Highway Code;

7.6 You must always wear any relevant prescribed glasses or contact lenses;

7.7 You must inform Your Instructor of any medical conditions or prescribed medication which may affect Your driving ability; and

7.8 If You fail to comply with one or more of sub-Clauses 7.2 to 7.7 above, or Your Instructor finds that you are not a “consumer” (as defined in Clause 1 above), They may immediately cancel one or more lessons. If They do so, They may in Their discretion still charge for the cancelled lessons.

8. Vehicles & Insurance

8.1 Your Instructor shall ensure that all vehicles that They provide are fitted with dual controls, are fully roadworthy, taxed, have a valid MOT (where relevant), and are fully insured for the purposes of driving instruction; and

8.2 You may request to use Your own vehicle. Whether You use Your own vehicle is for Your Instructor to decide at Their sole discretion. You must provide proof to Your Instructor of Your vehicle’s roadworthiness, tax, valid MOT (where relevant) and suitable insurance for the purposes of driving instruction.

9. Driving Tests

9.1 Your Instructor shall discuss driving tests with You and inform You when They feel that You are ready to take a test;

9.2 You shall be responsible for booking theory and practical tests. It shall be Your responsibility to check the details of the test on Your DVSA confirmation letter or email. When booking you MUST use your instructors number to prevent double bookings. Ask your Instructor for their number before booking your test

9.3 If You book a test, You must check with Your Instructor before booking to ensure that They consider that You are ready for a test;

9.4 You must inform Your Instructor of all details of Your test including, but not limited to, its date and location at least 10 working days before Your test date;

9.5 When You attend a test, You must take all required documentation with You. If You do not, Your test may be cancelled and You would then lose Your test fees;

9.6 Unless Your Instructor feels that Their vehicle is unsuitable for a Student to use for their practical test or Clause 9.9 applies, Your Instructor will generally permit Students to use Their vehicle for their test, but whether They permit You to do so for Your test will be at Their discretion;

9.7 If Your Instructor has given You permission to use Their vehicle for Your test but it breaks down or is otherwise unavailable or unusable on the date of the test, They shall use Their reasonable endeavours to arrange an alternative vehicle. If this is not possible, They shall not pay for the replacement test;

9.8 If Your test is cancelled by the DVSA giving You insufficient time to provide Your Instructor with the required cancellation notice of a booking, You must still pay Your Instructor fees for Their time and/or the use of Their vehicle. In that case, Your Instructor shall advise You on claiming compensation from the DVSA for the cost of those fees; and

9.9 If You have a test booked and, in Your Instructor’s opinion, You do not make the expected progress in Your lessons between the date of booking and the test date, They may decide not to permit You to use Their vehicle for Your test and They will not be responsible for any fees that You pay for the test which are lost.

10. Cancellation & Termination

10.1 Your Instructor may, in Their discretion, terminate Your tuition if Your conduct, progress or commitment consistently falls below the standards that They reasonably expect;

10.2 You may, at any time, subject to Your meeting the requirements of Clause 3 as to giving notice of Your cancellation of lessons, terminate Your tuition by Your Instructor; and

10.3 Where sub-clause 10.1 or 10.2 applies, Your Instructor shall refund to You any fees for lessons that You have paid Them in advance.

11. Liability

11.1 Your Instructor will be responsible for any foreseeable loss or damage that You may suffer as a result of Their breach of these Terms and Conditions or as a result of Their negligence. Loss or damage is foreseeable if it is

an obvious consequence of Their breach or negligence or if it is contemplated by You and Them when Their contract with You is created. Your Instructor will not be responsible for any loss or damage that is not foreseeable;

11.2 Your Instructor provides tuition only for Your personal and private use/purposes. Your Instructor will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;

11.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Your Instructor's liability for death or personal injury caused by Their negligence or for fraud or fraudulent misrepresentation;

11.4 Furthermore, if You are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Your Instructor's liability to You, under:

11.4.1 the Consumer Rights Act 2015;

11.4.2 the Regulations;

11.4.3 the Consumer Protection Act 1987; or

11.4.4 any other consumer protection legislation; as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standards Office.

12. Changes to Terms & Conditions

12.1 Your Instructor may from time to time change these Terms and Conditions without giving You notice, but They will use Their reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

13. Your Personal Information (Data Protection)

13.1 All personal information that Your Instructor may use will be collected, processed, and held in accordance with the provisions of The Data (Use and Access) Act 2026 and/or General Data Protection Regulation ("GDPR") and Your rights under the GDPR. For complete details of Your Instructor's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our General Privacy Notice available from Your Instructor and on our website.

14. Regulations

14.1 Your Instructor is required by the Regulations to ensure that certain information is given or made available to You as a Consumer before They make Their contract with You (i.e. before They accept Your request to book any lesson) except where that information is already apparent from the context of the transaction. Your Instructor has included the information itself either in these Terms and Conditions for You to see now, or They will make it available to You before They accept Your request to book a lesson. All of that information will, as required by the Regulations, be part of the terms of Their contract with You as a Consumer.

15. Information

15.1 As required by the Regulations:

15.2 all of the information described in Clause 14; and

15.3 any other information which Your Instructor gives to You about tuition or other services or which You take into account when deciding to book a lesson or when making any other decision about Their tuition or other services;

15.4 will be part of the terms of Their contract with You as a Consumer.

16. Complaints

16.1 HSM and Your Instructor always welcome feedback from Their Students and, whilst They always use all reasonable endeavours to ensure that They provide a high standard of tuition and service to Students, HSM and Your Instructor nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Your Instructor's tuition or other services or any other complaint about Them, please raise the matter with Them in person or HSM Directly by phone or email or post. Contact Details are available at our website at https://hsm-driving-lessons.co.uk.

17. No Waiver

17.1 No failure or delay by Your Instructor or You in exercising any rights under these Terms and Conditions means that They or You have waived that right, and no waiver by Your Instructor or You of a breach of any provision of these Terms and Conditions means that They or You will waive any subsequent breach of the same or any other provision.

18. Severance

18.1 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

19. Law & Jurisdiction

19.1 These Terms and Conditions, the Contract, and the relationship between You and Your Instructor (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

19.2 As a consumer, You will benefit from any mandatory provisions of the law in Your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces Your rights as a consumer to rely on those provisions.

19.3 Any dispute, controversy, proceedings or claim between You and Your Instructor relating to these Terms and Conditions, the Contract, or the relationship between You and Your Instructor (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.