

RightStart School of Motoring – Pupils terms and conditions

RightStart School of Motoring and your instructor

Your instructor is a self- employed sole trader, the contract for driving tuition is solely between you ('you') and your instructor.

Tuition

Tuition is only available to persons who meet the following criteria:

- Aged 17 or over
- Hold a Category B valid Irish provisional/ learner permit, or full driving licence, and
- Legally entitled to drive in Ireland.

Lesson Bookings

You and your instructor are responsible for agreeing all matters relating to the timing, location and duration of individual lessons. You must notify your instructor of any matters which affect your ability or entitlement to have a driving lesson.

Cancellation of lessons

If you or your instructor wish to cancel a lesson, a minimum of 48 hours notice prior to the lesson should be given.

If your instructor cancels the lesson without giving the minimum period of notice, your instructor shall rearrange the lesson.

Cancellation by you must be made directly to your instructor, if you do not give 48 hours notice you may be charged for the lesson.

Please note, that in the event of you having booked your driving test with the RSA, the RSA stipulate that you will lose your fee if you give less than 10 days notice or have already cancelled two test appointments this may mean if your instructor says you are not ready for the test within this 10 day notice period you may/ will lose your RSA test fee.

The instructor reserves the right to withdraw the availability of his car for hire for a test:

- If the applicant has not had a minimum of 10 lessons with RightStart School of Motoring, or
- If the applicant is not deemed to be ready for the test by the instructor.

Payments

You must pay for any tuition before the start of the lesson by using one of the following methods:

- Payment by cash to the instructor in the car
- Payment by check made payable to Rightstart school of motoring and given to the instructor in the car.

Vouchers have no cash value and have to be redeemed against tuition, vouchers are not transferable once they have been redeemed.

Price changes

RightStart School of Motoring reserve the right to change the price of all our lessons from time to time. The cost of pre-paid tuition (vouchers) is based on the lesson price in force at the time of booking and will be honoured for 12 months thereafter irrespective of any price change between the date of booking and when the lessons are taken. Any unused voucher lessons remaining after 12 months have elapsed shall have any lesson price increase applied prior to the lessons which shall become payable by you.

Special offers and discounts

RightStart School of Motoring present a range of offers and discounts to new and existing learner pupils on learning to drive and other related products. RightStart School of Motoring reserve the right to introduce and to withdraw offers from time to time.

Refund policy

You are entitled to cancel your prepaid tuition at any time and be refunded the balance of any lessons not taken.

Vouchers have no cash value and have to be redeemed against tuition.

Refunds may take up to 28 days to reach you or your account.

Transferability of lessons

You can not sell or transfer lessons which have been purchased in your name to any other person.

Fraud prevention

Your lessons are only valid if they are purchased through the channels outlined in the Payments and Lesson Bookings section set out above.

Limitation and liability

RightStart School of Motoring and your instructor are not liable to you for any loss or damage caused where, and to the extent that:

- There is no breach of a legal duty owed to you by the relevant person or body
- Such loss or damage is not a reasonably or foreseeable result of such a breach
- Any such loss or damage, or increase in the same, results from any breach or omission by you
- Any such loss or damage results from circumstances or matters outside of the reasonable control of the relevant person or body
- RightStart School of Motoring or your instructor shall not, in any event, be liable for losses relating to any business interests you may have including without limitation, lost profits, lost earnings, loss of opportunity or business or business interruption.

Nothing in these terms and conditions will affect any statutory rights you may have as a consumer.

Insurance

Your instructor will carry the appropriate motor insurance, should you be involved in a collision as a learner driver whilst in control of the instructors tuition vehicle.

Law applying to the terms and conditions

These terms and conditions are governed by and construed in accordance with the laws of Ireland and all parties will expressly and irrevocably submit to the jurisdiction of the Irish courts.

Complaints and customer care

If you have any concerns or complaints about any part of your driving tuition, you should resolve it with your instructor immediately to reach a satisfactory conclusion.

Collection and use of data

Any personal data you provide will be held securely and strictly in accordance with the data protection acts We comply with the EU General Data Protection Regulation (GDPR), Data Protection Act 2018.