

These are the terms and conditions (Terms) on which we agree to supply our driving instructor training services to you. Please read these Terms carefully as they describe our legal obligations to each other.

References in these Terms to you, your, or the candidate mean the person or entity that has booked the driving instructor training services and references to us, we, our, Bill Plant or Bill Plant Driving School mean Bill Plant Driving School Limited, a company registered in England with company number 09134159.

The purpose of our instructor training course is to enable you to become a professional driving instructor. If you successfully graduate from our course, we may offer you a position as a Bill Plant Driving School Franchise Partner, subject to acceptance by the Driver & Vehicle Standards Agency (DVSA) of your application to be awarded a trainee licence and acceptable personal and professional conduct as detailed in our [Code of Ethics](#). We hope you choose to become a member of the Bill Plant team, but you are free to continue your driving instructor business elsewhere.

Bill Plant Driving School will not tolerate threats, violence, aggression, or any other inappropriate conduct or behaviour, towards our employees, partners, trainees, pupils, or any other persons or property. We may cancel your training, with no refund payable, as a consequence of any actions by you that do not meet the expected standards of behaviour and mutual respect. You are also required to fully comply with all aspects of our Code of Ethics.

Where you have paid for your chosen training course either in person, over the phone, or online you will have confirmed that you have read and agreed to the terms at that time. We nevertheless ask you to confirm your agreement with these terms in our app, before you will be able to commence your training.

By agreeing to these Terms and Conditions, you confirm that you have sufficient proficiency in spoken and written UK English to clearly communicate, understand, read, and deliver instruction, including verbal and written guidance, as required for training and instructional purposes.

1. PRICE AND PAYMENT

The price payable for your training varies depending on the training package you select. Our recruitment advisors are very happy to talk you through the pricing and payment options available.

If we have agreed to take a partial payment to commence your training this will only gain you access to elements within Part 1 of the training programme (detailed in Section 6 below). You must adhere to the payment schedule we have provided to you. Failure to keep up with payments may result in cancellation of your training without refund. Regardless of whether you are paying by subscription/standing order or in instalments, you must adhere to the payment schedule which we have provided to you, and any failure to make a payment by the scheduled payment date means that we may cancel your training with no refund payable. The full outstanding balance must be paid before you can commence any in-car practical training.

If you enrol on the Part 3 Course at a reduced rate on the basis of a commitment to join Bill Plant Driving School as a Potential Driving Instructor (PDI) Franchise Partner, that reduced rate is conditional upon that commitment being fulfilled. The Bill Plant Driving School PDI franchise agreement must be signed within 14 days of purchasing the course and must be signed before any Part 3 training can be booked or commenced.

In such circumstances, if you withdraw from or do not proceed with the PDI franchise, you will be liable for a balancing (balloon) payment equal to the difference between the full Part 3 Course price at the time of enrolment and the discounted price paid. This payment becomes immediately due upon withdrawal or non-proceeding.

2. DBS CHECK & PRN APPLICATION

It is your responsibility to apply for the Disclosure Barring Service (DBS) check, to apply for your Personal Reference Number (PRN), to pay for all entries to the Driver & Vehicle Standards Agency (DVSA) Approved Driving Instructor (ADI) qualifying exams and, upon successful completion, the fee required to be placed on the DVSA ADI register.

Online support will be available for Part 1 (detailed below), but it is the responsibility of the candidate to study and prepare for this exam.

You should carefully consider whether you meet the DVSA standards to become an Approved Driving Instructor. Some of the factors which the DVSA consider are as follows:

- **whether you have any criminal convictions (and if so, the nature of those convictions).**
- **whether you have had a satisfactory DBS check.**
- **whether you have any motoring or non-motoring cautions, convictions, or fixed penalty notices.**
- **if you are medically fit to drive and your eyesight meets the DVSA standard.**

If you choose to commence Part 1 training prior to your application to become a driving instructor being accepted by the DVSA and your PRN being awarded, you do so at your own risk. You will not be able to book or sit your Part 1 exam until you have received your PRN; and you may not receive a full refund of your course fees if your application is rejected. See cancellation and refunds policy below.

By agreeing to these terms, you also confirm with us that you are fit and healthy to drive and proceed with the Driving Instructor training course, and that your eyesight meets the required DVSA standards. You shall inform us without delay of any changes in circumstances in this regard which may affect your ability to drive.

You must provide us with your PRN/ADI details as soon as they are received in order that we may update our records and ensure continuity of your training. Failure to do so may result in the termination of your training programme.

Once you have enrolled on the course, you will receive an invitation to attend a Welcome Webinar which you must attend. This webinar will provide you with valuable information relating to your course and successful qualification as an Approved Driving Instructor. Your attendance is mandatory to proceed with the rest of the course.

3. CANCELLATION AND REFUNDS POLICY

As a consumer, you have a right to cancel this agreement within 14 days without reason and receive a full refund of any payments you have made to us. You may inform us of your decision to cancel formally by email or post within 14 days from the day payment was made. If you are contracting with us as a business, consumer law does not apply.

Your Part 1 training material is made available once your payment is made, and is accessible immediately within the Bill Plant app. If you access out Part 1 training material during the 14-day cooling off period, you accept that you are no longer entitled to a full refund.

If the DVSA deems you not to be 'a fit and proper person' to be a driving instructor and does not therefore issue you with a PRN, then a refund of 50% of your training fees paid may be offered, providing acceptable supporting documentation is provided to us. This is dependent on you having not made any false statements in the DBS application and the DVSA determination not being because of any action by you after commencing the course. If a partial fee has been made of 50% or less of the full course fees, then this means you may not be entitled to any refund.

Any points received on your driver's licence after joining the training course and therefore resulting in you not being deemed a 'a fit and proper person' to become a driving instructor, will not entitle you to any training fees being refunded and your training will be forfeited.

We strive to accept suitable candidates who meet the Bill Plant criteria onto our courses, but this is subject to course availability at a given time in your chosen region. We reserve the right to refuse to accept a candidate or cancel their training if we do not have suitable availability or capacity for that candidate in their chosen region.

We may request supporting medical documentation from a medical professional if you are choosing to withdraw from the course on medical grounds and requesting a refund. Failure to allow access to such documentation will render any request for a refund null and void. Where your withdrawal is linked to a pre-existing medical condition, this will not be subject to a refund.

Trainees must at all times comply with our [Code of Ethics](#) and behave in a professional and reasonable manner. If a trainee fails to do so, we reserve the right to remove them from the course with no refund payable.

If you withdraw from the course for any other reason, then no refund will be made available, and you will still be liable for any outstanding payments due for the remainder of the course. If you fail to progress to Part 2 or Part 3 of your training, or your theory expires prior to qualifying as an ADI, you will not be entitled to a refund. If you are unsuccessful at all 3 attempts at your Part 2 test, then you will not be able to progress to Part 3 training, and your course will be considered to be completed. No refunds will be due in respect of Part 3 training if you do not progress to this stage.

Should we be unable to provide the training programme that you have purchased, or you are forced to withdraw from the course on medical grounds, we will provide you with a refund, dependent upon the training stage you have progressed to at the point we become unable to provide the service purchased or you withdrew from the course

In circumstances where a partial refund is considered appropriate, we will assign the minimum values indicated below to each element of the training programme.

Part 1 Training: 30% of the total course fee paid

Part 2 Training: 30% of the total course fee paid

Part 3 Training: 40% of the total course fee paid

For trainees joining the programme at the Part 2 stage, a 50% value will be assumed for both Part 2 and Part 3 training.

An additional admin fee of £250, to cover costs already incurred by us, will be deducted from any course fees paid when any offer of a refund is made or paid to you.

The course purchased is not transferable to anyone else or to another name, or transferable to learner driving lessons.

4. LACK OF PROGRESS

You must take several required steps to advance your driving instructor training course, which are determined by Bill Plant Driving School. These are listed below:

- Booking and attending your Welcome Meeting
- Applying for your DBS Check and Personal Reference Number
- Completing training tasks set by Bill Plant Driving School
- Booking your driving instructor training sessions
- Booking your driving instructor training tests
- Informing Bill Plant Driving School of your driving instructor test results

As you reach the relevant stage of your training course, you will have 30 days to complete each of the above required steps. Failure to do so will result in your training and further communication from the support team being put 'on hold'. This will be communicated to you via email.

If you have not completed the required step(s) within a further 60-day period from the date of your training being put 'on hold', your training course may be terminated, without refund, at the absolute discretion of Bill Plant Driving School.

You are expected to demonstrate consistent efforts to complete all the required steps of your training course that require your direct input.

5. YOUR BILL PLANT APP

The Bill Plant Driving School app is your personal portal where you will be able to access course materials, complete learning activities and manage your training journey. To commence and complete your training, you must download and use the Bill Plant Driving School app.

You will be provided with a download link and registration details once the appropriate course payment has been made to allow your training to begin. You will require a suitable smartphone to download and use the app.

You will have unlimited access to all of the learning materials and resources within the Bill Plant app for the duration of your training programme. Should you decide to become a Bill Plant Franchise Partner then you will retain access to relevant materials and resources for as long as you remain a Bill Plant Franchise Partner. Should you decide not to become a Franchise Partner on completion of your ADI training course then access to the app will be revoked. The date of completing your training shall be deemed to be the date indicated on Instructor Training Declaration. (ADI Form 21T)

Use of the Bill Plant Driving School app is a mandatory requirement to begin and complete your driving instructor training course. You are required to complete all required sections when prompted or requested to do so. Failure to do so may result in delays to your training and your account being considered inactive.

6. TRAINING AND TESTING

Our training courses are comprised of 3 Parts, summarised below:

Part 1 – Theory & Hazard Perception

Part 1 training will focus on your driving theory knowledge which will prepare you to sit the Part 1 DVSA driving theory assessment.

- Access to all electronic tutorials, question banks, hazard perception clips and mock tests which can be accessed in the Bill Plant app.
- Access to attend weekly online webinar sessions offering additional training and guidance to help you prepare for your Part 1 test.

Part 1 training is a self-learning programme using the learning materials, resources and attending webinars that we will provide to you. Additional online support is available to you through the Bill Plant Driving School app and the Training Support Team - 01765 645 023 - training@billplant.co.uk

Part 1 Progression & Training Extension Policy

If you do not successfully pass the Part 1 examination within 12 months of your course start date, you will be offered a one-time opportunity to extend your training period.

This extension will:

- Last for 6 months from the original course expiry date
- Be available at a cost of £249 (payment must be made in full and cannot be split)
- Only be available if requested and accepted within 30 days of the original course expiry date

During this 6-month extension period, you must pass your Part 1 examination. No further extensions will be granted under any circumstances.

If Part 1 is not passed within the extension period, your training will be deemed complete. Any remaining training will be forfeited, and access to the course and materials will end.

Part 2 – Driving Ability

Part 2 training will refine your practical driving skills and prepare you to sit the Part 2 DVSA driving ability assessment.

- **10 hours of in-car tuition delivered on a 2:1 trainer to trainee basis**
- **Access to extensive learning materials and self-learning driving modules in-app**

Part 3 – Instructional Ability

Part 3 training will develop your skills to successfully teach learner drivers and prepare you to sit your Part 3 DVSA instructional ability assessment.

- **In-app Foundation Course consisting of pre course learning modules that you must complete before attending your online and in-car training sessions.**
- **40 hours of supervised tuition**
- **Combination of online & in-car training and evaluated self-learning.**
- **Access to in-app learning materials**

Part 3 training includes a competence-based assessment which must be successfully completed in order to graduate from the course and be awarded your Instructor Training Declaration (ADI Form 21T). We reserve the right to withhold training sign off for any trainee who fails to complete the course or any elements of it, or who is not able to demonstrate the required standards of teaching ability or risk management.

If you require any additional training outside of the package you have purchased, this will be provided at an additional cost. Additional training is charged at a fixed hourly rate, as set out in the current price list at the time of booking.

Upon successfully passing the ADI Part 1 test, the DVSA allows you a maximum of 2 years to successfully qualify as an ADI. It is your responsibility to monitor and manage this timeframe effectively and, to undertake a maximum of 3 attempts at the Part 3 test before the 2-year expiry date of the Part 1 theory certificate. This 2-year DVSA window is separate to, and runs independently of, the validity of the course you have purchased, which for the course is 12 months from your initial payment. Passing Part 1 starts the DVSA's 2-year period, but it does not extend the 12-month duration of your intensive course.

Part 2 and Part 3 training courses will be provided by one of our Driving Instructor Trainers (DIT) who may be a Franchise Partner or an employee of Bill Plant Driving School. It is at our absolute discretion which DIT we allocate at each stage of the training course. Trainees must inform Bill Plant Driving School upon successfully passing each stage of their training and must not engage in private arrangements with any DIT without our express permission.

Training is usually provided on intensive courses on a 2:1 student-to-teacher ratio for in-car training. 2:1 Training is the industry gold standard for driver instructor training. It is used by organisations including the emergency services, armed forces and road safety organisations to develop effective observation skills along with the ability to identify faults and solutions. It also helps prepare trainees for the reality of being observed by a third party. These are essential skills for anyone who is serious about becoming an Approved Driving Instructor

Training is provided on flexible courses with a 1:1 student-to-teacher ratio for in-car training.

Online training sessions are provided with a ratio of up to 15:1 student to teacher ratio.

If you are unable to use your own vehicle on any Part 2 or Part 3 test, we recommend that you hire an appropriate vehicle from a reputable car hire provider such as Arnold Clark (<https://www.arnoldclarkrental.com/>) You do not require a vehicle with dual controls for a Part 2 test but you will be expected to provide an additional rear view mirror for the benefit of the examiner,

It is your responsibility to arrange for the provision of a 'Pupil' for the purpose of the DVSA Part 3 test.

The Part 1, 2 and 3 tests are external and conducted by the DVSA. The tests cost £81 for each attempt at the Part 1 test, and £111 for each attempt at the Part 2 and Part 3 tests. There is no limit to the amount of attempts you may take to pass the Part 1 test. A maximum of 3 attempts may be made to pass the Part 2 and Part 3 tests. They are to be booked by you and are not part of the course. You must inform us of any test dates, allowing a minimum of 21 days' notice if training is required in advance of taking the test. If you arrange a test and provide less than 21 days' notice, we may not be able to facilitate training for you, and you will forfeit this element of your course. If you choose to

attempt a test without having received the appropriate training due to a short notice forfeit, then you do so at your own risk and discretion. No refunds will be provided in such circumstances.

Upon completion of each test attempt, a copy of your test certificates and reports must be provided to Bill Plant Driving School within 5 working days.

7. TRAINEE LICENCE

Upon successful completion of your training and subject to your appropriate conduct as defined in our [Code of Ethics](#), we may offer you the opportunity to apply for a trainee licence and become a Bill Plant Driving School Franchise Partner as a Trainee Driving Instructor). As a Trainee Driving Instructor, you will be able to charge for lessons and can gain hands on experience teaching learner drivers in preparation for your Part 3 test.

If you accept our offer to become a Franchise Partner, you will be required to agree to the specific terms and conditions provided to you relating to your trainee licence and our sponsorship of you as a Potential Driving Instructor (PDI). The DVSA require you to apply for, and receive your trainee licence from the DVSA, within 6 months of the date you started your 40 hours Part 3 training and were successfully signed off. The date of completing your training shall be deemed to be the date indicated on Instructor Training Declaration. (ADI Form 21T). Any additional costs incurred by choosing to take a trainee licence and trainee franchise are your responsibility and separate from these terms.

If you are awarded a trainee licence, it will remain valid for a period of 6 months. If you do not successfully qualify as an ADI before expiry of your trainee licence, it is your sole responsibility to manage any further applications to the DVSA to receive another trainee licence.

As a PDI providing lessons on a trainee licence, it is a mandatory requirement that you complete an additional 20 hours training within 12 weeks of the date on which your trainee licence was issued. We will provide this additional training at no further cost to you subject to you being sponsored by us and you being a Bill Plant Franchise Partner. However, should you fail to attend additional training, cancel with less than 28 days' notice or fail to engage with your training then you may be liable to pay the full cost of the arranged course. It is the sole responsibility of the trainee to apply for, in a timely manner, their second and if applicable, third badges or badge extensions.

We will undertake to ensure that the course you have purchased is delivered to a high standard and provide you with access to extensive in-app learning materials. It is your responsibility to ensure that you prepare effectively for each test and undertake additional training at your own expense, if necessary, which we can provide upon request.

8. INTENSIVE COURSE

The intensive course is designed for individuals who would like to qualify as an approved driving instructor in the shortest possible time and is held in our specified training hubs around the country and at our headquarters in Ripon, North Yorkshire. If you have chosen the intensive course, please read the terms contained in this paragraph 6 which are applicable to you.

Your Part 3 training will be a combination of in-app resources, online learning and in car practical training.

Unless you have chosen the intensive with accommodation option in Ripon, accommodation during the course is not included in the training fee and, if required, must be arranged by you.

Once you have decided to train on the intensive course you may request to change to the flexible training option, subject to course availability. Should you choose to change your training course then you will be able to do so providing the appropriate additional course fees are paid to us before the change becomes effective.

You must complete all stages of your training (including Part 1, Part 2, and Part 3) within 12 calendar months from the date of your initial course payment, unless otherwise stated in writing.

Any training not yet taken by this point will be forfeited and no refund will be due to you in respect of such forfeited training, or any sums paid to Bill Plant Driving School.

In-car tuition for the intensive course will take place at a set training hub. Wherever possible this will be at your preferred training hub location but dependent upon availability you may be required to travel a reasonable distance to attend your training course. A reasonable distance is defined as no more than 30 miles or 60 minutes travelling time from your home address, whichever is greater. In the event that you are unwilling to travel the reasonable distance detailed above or accept any offered reasonable alternatives, then no further provision will be offered, and you will forfeit the remainder of your course. No refund of course fees will be offered in these circumstances.

You must successfully pass Part 1 (Theory & Hazard Perception Test) and Part 2 (Driving Ability Test) before being able to book a place on a Part 3 training course. Part 2 training courses will be arranged once you have confirmed that a Part 2 test date has been confirmed, or you have booked a test using the DVSA's book to hold facility.

A minimum of 28 days' notice is required to amend any course booking date. Failure to do so will incur a cancellation charge of £200.00 for the Part 2 course and £500.00 for the Part 3 course. We may request supporting medical documentation if you need to leave the course early to waive any cancellation fees applicable.

9. FLEXIBLE TRAINING

The flexible training option enables individuals to qualify as an approved driving instructor at their own pace and at times which are mutually agreed with the DIT for in-car sessions. If you have chosen this option, please be aware of the specific terms contained in this paragraph 7, which are applicable to you.

Your Part 3 training will be a combination of in-app resources, online learning and in car practical training.

In-car tuition for the flexible course will take place at pre-agreed locations in your local region. This means that you may need to travel a reasonable distance to a location convenient to your trainer for each lesson. A reasonable distance is defined as no more than 30 miles or 60 minutes travelling time from your home address, whichever is greater. In the event that you are unwilling to travel the reasonable distance detailed above or accept any offered reasonable alternatives, then no further provision will be offered, and you will forfeit the remainder of your course. No refund of course fees will be offered in these circumstances.

There is no course option which guarantees your training is delivered door-to-door.

You must complete all stages of your training (including Part 1, Part 2, and Part 3) within 12 calendar months from the date of your initial course payment, unless otherwise stated in writing.

Any training not yet taken by this point will be forfeited and no refund will be due to you in respect of such forfeited training, or any sums paid to Bill Plant Driving School.

You must successfully pass Part 1 (Theory & Hazard Perception Test) and Part 2 (Driving Ability Test) before being able to book a place on any Part 3 sessions. Part 2 training courses will be arranged once you have confirmed that a Part 2 test date has been confirmed, or you have booked a test using the book to hold facility.

A minimum of 7 days' notice must be given to your instructor if you need to cancel or reschedule any Part 2 or Part 3 sessions. Failure to do so will incur the loss of the length of the booked session from your remaining balance of hours.

10. GENERAL

Complaints: If at any time during your training you are dissatisfied with the quality of the training or any aspect of the course, a complaint should be made within 7 days of occurrence in writing to the company's Head of Academy Operations. The Head of Academy Operations shall attempt to resolve the matter promptly.

Our liability: Nothing in these Terms affects your consumer statutory rights or excludes liability that cannot lawfully be excluded. Unless you are contracting with us as a business (for the purpose of your trade, business, craft or profession), we shall only be liable to you for foreseeable losses or damage caused by our failure to exercise reasonable care and skill.

If you are contracting with us as a business:

- we shall only be liable to you for foreseeable losses or damage caused by our failure to exercise reasonable care and skill;
- the following losses are excluded:
- indirect or consequential losses;
- loss of savings, loss of business, loss of revenue, loss of profit (whether direct or indirect losses);
- our total aggregate liability shall not exceed the total fees paid by you.

Data: We always take our responsibilities for the management of personal data seriously. You can find detailed information about our processing of personal data in our privacy policy. Our privacy policy is available at <https://www.billplant.co.uk/privacy-policy/>

Disclaimer: In addition to providing the services under these terms, we or our driving trainers may offer generic advice on the operation of a franchise business, such as tips on marketing your services or operating a business. This information is of a general nature and not specific to you. You should seek separate professional advice before taking key business decisions. We make no warranty as to the accuracy or completeness of the information provided.

Right to assign: We may at any time assign or deal in any other manner with any or all of our rights and obligations under these terms, provided that we give prior written notice of such dealing to you. You may not assign or deal in any other manner with any of your rights or obligations under these Terms in any circumstances.

Partnership: Nothing in these terms is intended to, or shall be deemed to, establish any partnership or joint venture between you and us.

Third parties: A person who is not a party to these terms shall not have any rights to enforce any of the Terms.

Entire agreement: These terms supersede any previous agreements, arrangements, representations, undertakings, or proposals, written or oral, between us in relation to the matters covered in these terms or any statements made to you by any person, including (without limitation) any of our employees or agents. Where you are contracting with us as a business and save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading. Nothing in this clause limits or excludes any rights you may have as a consumer in relation to information provided by us about the services before the contract is made.

Variation: No variation of these terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Waiver: No failure or delay by a party to exercise any right or remedy provided under these terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Law and jurisdiction: These terms shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation.

AGREEMENT AND SIGNATURE: Please sign this document and return it to Bill Plant Driving School as soon as possible, to confirm your agreement to the Terms. In any event, any participation or continued participation by you in the training services shall be deemed to constitute your acceptance of the Terms.

Full Name (in BLOCK CAPITALS):

Date:

I hereby confirm my agreement to the Terms (please sign below):

.....

Trainee Signature. Duly authorised for and on behalf of (if relevant)