



## Terms and Conditions

IT IS IMPORTANT THAT YOU CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE BEGINNING ONE OF OUR CLASSES OR PROGRAMS. This Agreement is between you and THE DRIVING ACADEMY hereby referred to as "TDA". It refers to the services provided by TDA as described on our website, the-drivingacademy.com. You must read and accept the terms and conditions described in this Agreement by clicking on the "I agree" button on the on-line Terms and Conditions Acceptance page, or by signing the last page of this document and returning it to The Driving Academy. BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF THE BINDING TERMS OF THIS AGREEMENT. You also acknowledge that you are the parent or legal guardian of the student that you are at least 18 years of age.

**Parental Consent:** The parent/guardian of the student hereby agrees to allow their son/daughter to take part in one-on-one driving lessons with a certified TDA coach and to partake in all of the mandatory curriculum and courses that correspond with the program in which the student is enrolled.

**Paperwork:** All paperwork must be filled out using the true legal name of the student that matches the student's birth certificate. All paperwork must be filled out prior to a student beginning their program. Paperwork can be mailed, faxed, e-mailed or physically dropped off to TDA and must be received any time before lessons begin. For the behind-the-wheel students, signed TDA Terms and Conditions must be received before the first lesson or the student must have a completed TDA Terms and Conditions with them at the commencement of their first behind-the-wheel lesson to give to the TDA Driving Coach. If a Driving Coach arrives to pick up a student, and they do not have their proper paperwork filled out, the Driving Coach and TDA must consider the lesson a "no-show" and a fee of \$170 will be assessed before the student can progress with the program.

**Late Cancellation and No-Show Fee:** If a student does not show up to his/her behind-the-wheel lesson, he/she will be considered a no-show and will be assessed a \$190 no-show fee. Driving Coaches will wait 15 minutes before considering the student a no-show at behind-the-wheel lessons. After the Driving Coach has waited 15 minutes, and has tried unsuccessfully to contact the student via telephone, they will leave the pick-up

site, and the no-show fee must be paid before student can reschedule the missed lesson and progress in the program.

**Lesson Cancellation Policy:** All behind-the-wheel lesson cancellations must be received in excess of 24 hours before the scheduled lesson start time. Cancellations made within 24 hours of lesson start time will be assessed a \$190 fee which must be paid before student can reschedule the missed lesson and progress in the program.

**Learner's Permit:** A student who holds a learner's permit must have the original learner's permit (photocopy is not permitted) with them for their lesson or else the lesson will be forfeited and the no-show fee will be charged to the student.

**Geographical Restrictions:** It is the parent/guardian/student's responsibility to ensure that each program that they sign up for is geographically within TDA serviceable radius. If a student wishes to be picked up outside of TDA reachable radius, then he/she must consult TDA. An additional charge may be incurred for the additional traveling expenses, and that charge will be determined by TDA, in its sole discretion, on a case-by-case basis.

**Scheduling Appointments:** Students may schedule a maximum of two (2) behind-the-wheel lessons at one time. Once a lesson is completed, the student may schedule another lesson but at no time may a student have more than two lessons booked for future dates.

**Rescheduling Appointments:** TDA, in its sole discretion, reserves the right to reschedule a student's appointment based on Driving Coach availability for any of our services. Due to unforeseen circumstances such as traffic, the Driving Coach may show up late for the scheduled driving lesson. The Driving Coach might also have an illness or a sudden emergency and, therefore, TDA might have to reschedule a driving lesson appointment at the last moment. Keep in mind that the Driving Coach will still conduct the full 2-hour driving lesson if the Driving Coach arrives late for the appointment, when possible. TDA will notify the student as soon as possible when any of these circumstances arise, and the student will not be charged to reschedule the lesson. TDA also reserves the right, in its sole discretion, to reschedule the students' lessons if there is insufficient enrollment for a particular online classroom or workshop.

**Changing a pick-up/drop-off location:** The student may change their pick-up and drop-off location for a behind-the-wheel lesson, but it must be within TDA geographical limitations, and must be approved 24 hours before their behind-the-wheel lesson. Parental consent must also be provided 24 hours before the lesson commences. TDA has the right, within its sole discretion, to deny any new pick up/drop off location.

**Online Test modules:** The student agrees to take all of the TDA online modules without any outside assistance. The use of any outside assistance constitutes a violation of TDA rules and the student will be expelled from the course without a refund. Each module must be taken one at a time. The DL 400C will not be issued until the entire online driver's education modules are completed.

**Safety behind the wheel:** TDA and its Driving Coaches reserve the right to stop a lesson at any time due to the student's reckless and/or careless driving or unsafe conditions. Driving Coaches may take control of the car at any point during a lesson if they feel that the driver is unable to complete the lesson safely. If a lesson has to be discontinued for any of these reasons, the lesson will be forfeited and Client can reschedule a lesson at his/her expense. If lesson is part of a program requiring a completion certificate (DL 400D), certificate will not be issued until lesson is rescheduled, purchased and completed.

**Vehicles:** All TDA vehicles will be kept up to date with current registration, regular services, smog checks, tire pressure and all necessary repairs. All necessary safety precautions will be taken before the student gets in a TDA vehicle for his/her lessons. Should something happen to any TDA vehicle which affects its safety or mechanical operation immediately prior to an/or during a lesson, TDA will, at its sole discretion, either reschedule a pro-rated lesson or schedule another two-hour lesson at no cost to the student on a case-by-case basis.

**Duplicate Certificates:** The student will be charged a \$50 fee for a duplicate certificate if the student misplaces his/her completion certificate or needs to change any of the information on his/her completion certificate. It is the student's responsibility to notify TDA before the certificate is mailed if there is any personal information that needs to be updated on the certificate. The student's parent/guardian must submit a signed letter to TDA requesting a duplicate if the certificate was misplaced or stolen.

**DMV Certificate Issuance:** These DMV certificate issuance requirements are set forth by the State of California. The Driving Academy is a state certified Driving School and our approved programs must be completed in their entirety before receiving completion certificates. The DMV certificates will not be issued to the student if there are any outstanding fees owed to TDA or if any uncompleted modules. Finally, the student agrees not to accept the DMV completion certificate if the course completion requirements have not been met.

All certificates are sent upon notification that a certain course has been completed and can be expected to arrive in 3-5 business days. Should a certificate need to be expedited, a courier fee of \$50 is incurred.

**Student's Physical and Mental Condition:** It is the responsibility of the student and/or his/her parent/guardian(s) to notify TDA if there are any physical, mental or other

conditions that can affect the student's ability to drive safely. The student/parent/guardian must notify TDA if there is any kind of medication that can affect the student's ability to drive safely. It is similarly the student and parent/guardian's responsibility to check if any medications affect the student's driving abilities.

Parents of students with learning disabilities are required to disclose these conditions and share student's individual Learning Plan with TDA prior to start of behind-the-wheel lessons to contribute to the safety of both student and Driving Coach.

**Behavior:** The student must, at all times, act in a mature, respectful and appropriate manner during behind-the-wheel lessons, Any behavior the Driving Coach and TDA deems inappropriate and/or disruptive to the learning process can result in student expulsion. In the case of an expulsion, no refunds will be given. There will be no exceptions. The Driving Coach will give two (2) warnings before expelling the student. No texting, cell phones, paging or electronic devices will be permitted during any of our training sessions.

The **Undersigned** represents that student will not be at the time of participation in the Program under the influence of alcohol, illegal substances, or any other intoxicants or legal drugs which might induce sleepiness, nervousness, or other condition which could adversely affect his/her ability to drive an automobile and sufficient for student to read and understand ordinary road signs and that if student has received a prescription for eye wear to be used to correct any eyesight deficiency which could adversely affect his/her driving ability, that aid eye wear will be worn throughout participation of the program.

**Guarantee or Warranty** TDA does not promise, warrant and/or guarantee that any of its students will pass his/her DMV written test or drive test or that they will not get into any automobile crashes while taking part in any behind-the-wheel training courses and programs. TDA also does not promise, warrant and/or guarantee that any of its students will be able to progress to the next driving instructional level as outlined in the curriculum or promoted on our website or advertising.

To the fullest extent allowed by law, TDA disclaims any and all express and/or implied warranties related to its program, methods, processes and/or curriculum.

**Refunds:** TDA will not issue refunds. TDA, however, reserves the right to issue refunds in extraordinary circumstances on a case-by-case basis. All refund requests must be made in writing and include the specific reason(s) for the requested refund and, only if accepted and approved by TDA management, a refund will be issued to the student on a pro-rated basis.

**Change of Program:** TDA reserves the right, in its sole and absolute discretion, to change, alter, modify and/or terminate its program or any portion thereof at any time as

it deems necessary. As a result, the student will be refunded the unused portion of their tuition.

**Personal Property:** TDA is not liable for anything left in TDA cars by the students. Each student needs to keep track of his/her personal belongings when in TDA car.

**Filming:** TDA may film each of the behind-the-wheel lessons. The purpose of this is for quality control and for training purposes. These films will not be distributed externally without prior consent.

**Media:** In consideration of my child's appearance or engagement on camera, parent/guardian hereby grants TDA and those acting with its authority and permission the right to copyright, use and reuse pictures of me or my teen or materials in which I may be included, in whole, part or composite, without restriction as to changes, alterations in character or form, or reproductions thereof in any media for art, factual documentary value or any other purpose.

Adult student/parent/guardian hereby releases, discharges and agrees to hold harmless TDA, its representatives or assigns and all persons acting under permission or authority from any liability by virtue of blurring, alteration, optical illusion or use in composite form that may occur during the taping, filming or photographing of my or my child's likeness or image in any subsequent processing.

**Driving Coach Development/Shadowing:** As part of our ongoing Driving Coach skill development and commitment to TDA level of quality and service through our lesson delivery, TDA Coaches will periodically shadow on another's lessons. During the course of a student's behind-the-wheel training with TDA, there may be a 2<sup>nd</sup> Driving Coach present in the vehicle as a silent partner observing the lesson.

**Outstanding Fees:** All outstanding fees must be paid before TDA issues the student his/her certificate of completion. If a completion certificate isn't required, then the outstanding fees must be paid before the next lesson can be scheduled.

**Release and Waiver:** The student and his/her parent/guardian hereby release, waive and discharge all claims and potential claims against, and covenants not to sue TDA, its agents or its employees, with respect to any damages, injuries or losses of any kind to the student or any vehicle or any property damage or loss to any other party arising in connection with the student's enrollment and participation in TDA curriculum, programs and training sessions and the student's operation of any TDA vehicles.

I warrant that I am the consenting adult or a student of legal age and have the right to contract in my own name or the name of student. I have read the above release and am familiar with its content

# The Driving Academy Terms and Conditions Acknowledgement 2018

## SIGNATURE PAGE

I certify that I have received, read and agreed to The Driving Academy Terms and

Conditions dated \_\_\_\_\_

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Parent/Guardian Name (Print) (required if student is under 18)	Parent/Guardian Signature (required if student is under 18)	Date
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Student (Print Name)	Student (Signature)	Date
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