



## Terms & Conditions ("the Agreement")

This document outlines the legally binding Terms & Conditions between **Gear Shift Happens** ("the Company") and **any individual booking driving lessons, instructor training, or franchise services** ("the Customer"). By making a booking, the Customer accepts these Terms & Conditions in full, without the need for a physical signature.

### 1. Cancellation of Lessons and Training Sessions

- **1.1 Notice Requirement:** A minimum of **48** hours' notice is required to cancel or reschedule any driving lesson or instructor-training session.
- **1.2 Late Cancellations:** If less than **48** hours' notice is given, the full session fee will be charged, with no refund or credit issued.
- **1.3 Amendments:** The Company reserves the right to amend or cancel lesson times, instructors, or vehicles as necessary. An alternative appointment will be offered when possible.

### 2. Deposits and Payment Terms

- **2.1 Non-Refundable Deposits:** All deposits for instructor-training services are non-refundable, except as required by law.
- **2.2 Purpose of Deposits:** Deposits secure a place in the training program and cover administrative costs. A requirement to pay for one lesson in advance to secure your booking for individual students.
- **2.3 Payment Schedule:** All fees must be paid according to the agreed payment schedule. Failure to pay may result in suspension or termination of services.
- **2.4 Bulk purchases** of lessons for individual students are non-refundable.

### 3. Refund Policy

- **3.1 Cooling-Off Period:** Customers purchasing training services online or remotely may have a 14-day statutory cooling-off period as per consumer legislation.
- **3.2 Post-Cooling-Off:** No refunds will be issued after this 14-day period for any reason, including change of mind or failure to attend.
- **3.3 Commencement of Services:** If training commences within the cooling-off period, the Customer waives their right to a full refund and accepts responsibility for payment of services rendered.

### 4. Franchise Fees

- **4.1 Weekly Fees:** Franchise fees are due at a minimum rate of **£65** per week, unless otherwise agreed in writing.
- **4.2 Timely Payments:** Franchise fees must be paid fully and on time.
- **4.3 Consequences of Non-Payment:** Delayed payments may lead to suspension or termination of franchise rights and removal from the Company's booking system.

### 5. Conduct and Responsibilities

- **5.1 Safety Compliance:** Customers must adhere to all safety instructions and act responsibly.
- **5.2 Right to Refuse Service:** The Company reserves the right to refuse or discontinue training if behavior is unsafe or disruptive.
- **5.3 Liability for Delays:** The Company is not liable for delays or cancellations due to events beyond its control, including severe weather or instructor illness.



## 6. GDPR and Data Protection

- **6.1 Data Processing:** The Company processes personal data per the UK GDPR and the Data Protection Act 2018.
- **6.2 Purpose of Data Collection:** Personal data is used solely for providing lessons, training, and related services.
- **6.3 Data Sharing:** Data will not be shared with third parties unless necessary for service delivery or legal compliance.
- **6.4 Rights of Customers:** Customers have the right to access, rectify, restrict, or request deletion of their personal data, subject to legal limitations.
- **6.5 Data Retention:** Data is retained only as long as necessary to fulfill contractual obligations.

## 7. Limitation of Liability

- **7.1 Exclusion of Certain Losses:** The Company shall not be liable for any indirect, consequential, or incidental losses, including loss of earnings.
- **7.2 Liability Cap:** The Company's total liability for any claim is limited to the amount paid by the Customer for the specific service.
- **7.3 Non-Exclusion of Key Liabilities:** This Agreement does not limit liability for death, personal injury, or any liability that cannot be excluded under UK law.

## 8. Complaints and Dispute Resolution

- **8.1 Submission of Complaints:** All complaints should be submitted in writing to: [kwong.holden@gmail.com](mailto:kwong.holden@gmail.com).
- **8.2 Complaint Details:** Complaints must include evidence detailing the issue, including dates and documentation.
- **8.3 Response Time:** The Company will have 30 working days to investigate and respond.
- **8.4 Definition of Working Days:** "Working days" refers to Monday through Friday, excluding weekends and public holidays.
- **8.5 Complaints Format:** Complaints submitted verbally or via social media are not accepted.
- **8.6 Escalation:** If unresolved, Customers may pursue mediation or legal remedies as permitted by law.

## 9. Force Majeure

- **9.1 Liability Limitations:** The Company is not liable for failures or delays due to events outside its control, including natural disasters, war, or government actions.

## 10. Acceptance of Terms

- **10.1 Confirmation of Terms:** By booking lessons or entering into training or franchise agreements, the Customer confirms they have read and understood these Terms & Conditions.
- **10.2 Acceptance without Signature:** No signature is required to accept these terms.
- **10.3 Updates to Terms:** These Terms & Conditions may be updated periodically. Continued use of services constitutes acceptance of any updates.