



## **Myintensivecourse.com Terms & Conditions**

### **About myintensivecourse.com**

myintensivecourse.com is a driving school related agency marketing for learner drivers to supply to approved driving instructors. myintensivecourse.com advertise as a national establishment covering all UK driving test centres and UK post codes. myintensivecourse.com do not directly employ any registered driving instructors, (ADI). All associated driving instructors are fully self-employed and responsible for their own financial affairs. However, myintensivecourse.com promote integrity and transparency and are willing to conform to any demands set out by any official government department for investigation purposes.

All ADI's are fully self-employed and responsible for their own tax affairs. However, should any government or court authority ask myintensivecourse.com to declare information of payments to their registered database of ADI's myintensivecourse.com confirms they will conform fully with a written request. However, this information is treated with sensitivity as information held can contain personal and private information relating to individuals and therefore myintensivecourse.com will not breach any data protection laws willingly.

### **Recitals**

myintensivecourse.com may also be referred to as, The Company, The Business, The Driving School, The Agency. Customers of myintensivecourse.com may also be referred to as, Pupil, Pupils, Learner, Learners, Candidate, Individual. Driving Instructors are referred to as; The Instructor, Your Instructor, ADI, ADI's, Approved Driving Instructor.

### **No Guarantees**

myintensivecourse.com offer NO guarantees that any pupil will pass the driving test. Also, myintensivecourse.com do not guarantee that the duration of the intensive driving course booked by the customer is enough time to prepare them ready for their driving test. However, during the booking process we do use over 10 years of knowledge in establishing the duration best suited to the individual taking the intensive driving course.

Furthermore, the calendar on the website is not offering guaranteed start dates. They are provisional start dates. Booking time off before receiving confirmation of your start dates from either the office or your course instructor does not entitle you to a refund.

### **Customer Vetting**

myintensivecourse.com will endeavour to accurately gauge the pupil's current ability at the time of booking. In doing so we intend to establish the course duration most suitable for the customer. However, myintensivecourse.com will NOT be held responsible for miss-selling if the customer provides inaccurate information leading myintensivecourse.com to assess the customers course to be either longer or shorter than is needed.

### **Deposit Payments & Disbursements**

All intensive driving courses advertised by myintensivecourse.com are made up of a clear written deposit. Or, on an ad-hoc basis myintensivecourse.com may create an on-the-spot product to satisfy the purchase request of a new customer. However, in doing so the calculation will consider the following:

1, An agency fee (VAT applicable) 2, DVSA test fees (VAT exempt) 3, A negotiated hourly or one-off rate for a registered driving instructor. Therefore, ensuring that any DVSA fee and Driving Instructor fee remains as a disbursement and not belonging to myintensivecourse.com who act solely as an intermediary. For all disbursements

myintensivecourse.com will ensure there is a clear transparent route for all outbound payments classes as disbursements.

Any deposit paid to myintensivecourse.com is an agency fee for arrangement and management of intensive driving courses. It is common for myintensivecourse.com to secure times with a driving instructor. To do so we may make an outbound bank transfer payment to the named driving instructor to hold their availability for the agreed timetable. This money is reclaimed when the customer clears the balance of their intensive driving course as advertised in our price structure. Any sum paid out to secure the time with the driving instructor is classed as a disbursement and recouped later for VAT reasons.

### **Balance Payments & Disbursements**

All balance payments due for each intensive driving course we sell is regarded as the agreed fee we forward to the driving instructor. Therefore, myintensivecourse.com are only passing the money to the appointed driving instructor to ensure there is no confusion with the customer that their course is being arranged by myintensivecourse.com. Any fee for the instructor is not VAT applicable as none of our registered driving instructors are VAT registered businesses. The balance acts as their taxable income.

### **Not Included**

There are no additional hours, theory tests or driving tests provided free of charge unless mentioned in the websites course description or on any official myintensivecourse.com promotional material.

### **Course Termination**

If the course is terminated by the pupil, then this is entirely at their expense. NO refund will be offered for outstanding hours unless the pupil can provide sufficient evidence that the appointed driving instructor is in breach of the course agreement contract or has committed an act regarded as severe and gross misconduct. This does not include any situation where the course is terminated due to disagreements between the customer and the appointed driving instructor.

### **Theory Test**

All theory tests booked by myintensivecourse.com are managed by myintensivecourse.com on an unlimited basis. This meaning a customer can request the test be moved as many times as they wish. And there is also no limit to the amount of time a customer can spend using our online training resources to prepare for their theory test. However, it is the responsibility of the pupil to ensure they provide myintensivecourse.com with enough notice in which to move the theory test.

Any theory test booked by the pupil, or another agency remains the responsibility of the pupil.

### **Theory test pass guarantee**

With all our intensive courses you have the option to add in a guaranteed pass theory test. To qualify for the guaranteed pass, you MUST complete the revision material provided by My Intensive Course. Your scores must show.

Multiple Choice

100% Mastery

95% Average Score

Hazard Perception

100% Mastery

80% Average Score

### **Driving Test**

All myintensivecourse.com driving courses end with a DVSA driving test provided by the DVSA. This is normally booked by myintensivecourse.com as we are an approved and authorised provider of driving test bookings. However, in some instances this may have been pre-booked by the pupil or another agency. If the test has been booked by any third party, myintensivecourse.com cannot be held liable for any discrepancies, cancellations or missed appointments.

All driving tests booked by myintensivecourse.com are done so through our licence agreement with the DVSA and booked through our Government Gateway account that allows us to book customers driving tests at any UK driving test centre.

The driving test is subject to a strict 5 working day notice period to move or cancel an appointment. If the driving test appointment is missed through negligence by a registered myintensivecourse.com driving instructor, then the driving school will re-book another driving test at no additional cost to the pupil. However, if the driving instructor feels that the pupil is not at a safe standard of driving, they are within their right to refuse use of their training vehicle for the purpose of the driving test. There is NO grounds for ANY refund should this be the case. The driving test we offer are only booked through our account with the DVSA. However, as with ALL responsible providers we only advise the TRUE test time availability and not that of "potential" cancellations. There is no quicker way to book driving tests and the waiting times at test centres is not under our control. However, we can list for cancellations should the test date you are offered not be suitable for you.

### **Course Start Dates**

Please be aware, the calendar dates on the website are based on the average waiting time in the UK for start dates with our course instructors. The dates you select on the website are therefore provisional start dates only. Most bookings with My Intensive Course can begin within approximately four weeks. However, in some cases, due to ongoing delays from the restrictions imposed by the government due to Covid 19 the start dates can be several weeks more. This does not entitle a refund as we are not in control of the delays. Please DO NOT book time off work until you have confirmed start dates from the office or your course instructor.

### **Your Driving Test Dates**

In the UK there is very few driving test appointments within the approaching six months. This is due to the overwhelming demand on the DVSA due to the two years of intermittent closures relating to Covid 19 lockdowns / restrictions. To provide you with a driving test date we need to book a "placeholder" date. This is normally in a test centre a long way from your preferred area. Please do not worry. We use our test transfer and fast-track systems to obtain a date for your preferred test centres. This is normal practice for us. Your course instructor will be sent the notifications to accept a test date for you.

Furthermore, the calendar on the website is not offering guaranteed start dates. They are provisional start dates. Booking time off before receiving confirmation of your start dates from either the office or your course instructor does not entitle you to a refund.

### **Course Duration**

The duration of any intensive driving course sold by myintensivecourse.com is established at the point of sale. Weather that is through our website; [www.myintensivecourse.com](http://www.myintensivecourse.com) or over the telephone. Should more hours be added to a course after initial booking the hours will be subject to additional charges to be paid through myintensivecourse.com or in some cases directly to the ADI.

### **Course Schedule**

myintensivecourse.com will initiate course scheduling with the pupil and the appointed ADI as soon as the pupil has passed the theory test. Or, after a booking has happened whereby the customer has already passed their theory test.

myintensivecourse.com will send a proposed course schedule to both the ADI and the pupil for urgent approval. And approval is regarded as conformation by return e-mail. This will hold the course dates and all scheduled times of file without any permissions to change without obtaining a 3-way agreement by the pupil, the ADI, and myintensivecourse.com.

### **Additional Lessons**

If any additional lessons are required before or after the driving test, then they should be booked through myintensivecourse.com. Any lessons booked directly with the driving instructor are exempt from the myintensivecourse.com terms and conditions.

### **Driving Instructor & Driving Instructor Responsibility**

All myintensivecourse.com appointed driving instructors are fully qualified and self-employed and are governed by the DVSA. They all hold a current Criminal record check and are on the national register of approved driving instructors. (ADI).

All driving instructors have a responsibility to ensure they are up to date with changes in the training and development of learner drivers. The driving instructor is also responsible for their on-going development know as CPD.

### **Driving Instructor Contracts**

All driving instructors are expected to sign a pre-course contract confirming that they will ensure the course is delivered in the agreed time frame and that they will endeavour to prepare the pupil for the driving test. The instructor contracts are provided by myintensivecourse.com exclusively.

### **Pupil & Pupil Responsibility**

The pupil must have a current valid provisional licence. The pupil must show the photo card licence to the driving instructor on their first meeting. The pupil must take the photo card driving licence to the theory test and driving test centre. This is the pupil's responsibility and neither myintensivecourse.com or the driving instructor will be accountable for any situation where a pupil fails to bring the photo card licence with them.

It is also the responsibility of the pupil to ensure they do not book time off until a start date has been confirmed by either the office or the course instructor.

### **Cancellations By Pupil or Cancellations by Person Who Booked**

You have 24 hours from the time of booking to cancel your intensive course with us before your deposit is non-refundable. If you cancel your booking after the 24-hour period has passed you will be entitled only to the test fees. £23 for a theory test and £62 for a driving test returned. Total £85

If you book out of hours, your booking is time stamped as well as the refund request form. So, providing there is no more than 24 hours between, we will refund within 7 days. Refunds are normally processed on a Friday afternoon unless otherwise agreed by the customer services supervisor.

If a pupil or anyone associated with the pupil decides to cancel their intensive driving course for any reason, they automatically forfeit the initial course deposit. If myintensivecourse.com have paid in advance for any theory or driving tests they will automatically be cancelled, and any recovered costs will be returned to the customer.

We will not keep a test booking in place if a course is cancelled. All driving tests allocated by myintensivecourse.com are booked through the DVSA business booking service. We use additional booking recourses to speed up the process for all customers and these include costs paid by myintensivecourse.com.

In some rare and extreme conditions myintensivecourse.com may decide to express a more lenient stance and refund some or all the money paid. However, this is the decision made only by the management at myintensivecourse.com and is reserved for unforeseen, unavoidable circumstances.

### **Cancellation By Instructor**

If the course schedule is cancelled by the appointed ADI, myintensivecourse.com will make the arrangements where possible to re-arrange the course with another driving instructor. However, if this is not possible myintensivecourse.com will offer a full refund and peruse any additional costs through legal services to the driving instructor.

### **Refund Policy – Please read in full before completing a refund request form**

At My Intensive Course we value all customer and work tirelessly to prepare the service you have booked. We work very hard to prepare all courses in an efficient manner. The vast majority of courses are fulfilled within the advised timeframe. However, on occasions, especially at busy periods the waiting times can increase substantially. This is out of our hands. We operate a very strict refund policy. Please read this whole refund policy to ensure you are aware of the rules we apply. These are in place to ensure your course booking is fair on yourself, your course instructor and allows the business the time required to prepare your intensive driving course and are non-negotiable.

All refund requests are dealt with in order of receipt and processed within 14 days.

### **Cooling off period / Cancelling within 24 hours**

At My Intensive Course we have a strict 24 hour cooling off period. The 24 hours starts from the digital date and time stamp on your online booking, or the entry time on our system if booking over the telephone. Despite common belief that a cooling off period is two weeks, it is not. The reason for this is that as soon as you paid your course deposit you are asking My Intensive Course to secure paid for services to prepare your course. This includes these paid services.

1. Theory training software
2. Fast track allocation
3. Driving Tests placeholder
4. Test transfer
5. Course instructor deposit
6. Administration

**My Intensive Course will only be responsible for a full refund if we fail to provide any part of your course under our control. These are, but not limited to:**

- Theory test booking
- Not setting you up on theory test training
- Not fully processing your booking within 24 business hours, excluding the fast track
- Not advising you of your theory test appointment
- Driving test booking
- Failing to pair you with a course instructor

**My Intensive Course will not be responsible for a refund if:**

- Your driving test date is delayed due to DVSA strike action
- Your driving test date is delayed due to bad weather including, rain, ice, snow, fog or heavy winds
- Your driving test date is delayed due to examiner sickness
- Your driving test date is delayed due to lack of available slots in your chosen test centres
- If you chose to have a prescheduled course when booking with My Intensive Course
- If you fail your either your theory or driving test
- If the hours you booked are not enough to get you to a safe standard fit for taking the driving test
- If you do not get along with your course instructor
- If you change your mind after 24 hours
- If you change your mind after you have started your course

- If you miss hours of your course that are non-recoverable

### **How to apply for a refund**

In all cases of a refund request, you must first [complete this form](#). If you have enquired over the telephone, one of our customer service agents will send you a text message with a link to the online form. This is date and time stamped so we can check the time delay between booking and requesting a refund.

### **Refund assessment**

All refund requests are assessed on a case-by-case basis. The final decision is made by the company accounts management team. Any refund request exceeding the 24 hour cooling off period will be rejected unless, My Intensive Course have failed to fulfil any management agree the situation is classed as, “exceptional circumstances”.

### **Exceptional circumstances explained**

At My Intensive Course we are here to help. We must remind you that after 24 hours of booking your course will be fully prepared. This includes, non-refundable paid for services and a lot of labour. Therefore, to qualify for a full refund after 24 hours we will assess your request and make a decision based on the information provided on a case by case basis.

### **Course agreement**

All bookings are subject to a course agreement. This is a document you are required to e-sign to acknowledge you have had the opportunity to read the terms and conditions and refund policy at the point of booking online, or that you had them read out to you before making payment when booking over the telephone. This document is sent out just after booking over the phone or upon completion of booking online.

### **Course cancellation**

You are entitled to cancel your course at any point. However, if this is after 24 hours from booking you will only receive test fees and your balance amount back. The course deposit less test fees will be lost. The amount will reflect the price you paid when booking and not the current price on the website. The current fees for tests are:

- Driving test - £62
- Theory test - £23
- Balance payment

### **Approved refund payments**

Refunds are paid through the following methods only.

Cancellations within 24 hours – Full refund back to payment card

Cancellations after 24 hours or if My Intensive Course fail to fulfil your booking - Cheque sent by 1<sup>st</sup> class post with refund statement.

### **Structure of refund process**

After 4 Weeks – estimated start date from booking or passing your theory test.

After 12 Weeks – estimated start date for areas that are extremely busy, you will be eligible to apply for a refund on 12 weeks 1 day.

After 18 Weeks – a refund is pre-approved and ready to be authorised at your request.

Refund policy because of delays during Covid – 19 / the coronavirus.

The terms of refund remain the same. We will refund deposits in full if we, myintensivecourse.com are responsible for any delays. However, this does not include delays caused by the ongoing situation with the coronavirus or mandatory delays imposed by the Government, devolved governments, local councils or the DVSA.

[Click here to apply for a refund](#)

### **Your deposit, explained.**

When you book an intensive driving course with us at, myintensivecourse.com. You must pay a minimum deposit as stated on the company website. Courses and prices.

The deposit is made up of the inclusive test fees and the administration cost of preparing the intensive driving course.

As soon as you book, the administration fee is used in preparation of your course including the sourcing and securing of you driving and theory tests. Therefore, the only returnable fees are the ones set aside for the government / DVSA charges for the driving and theory tests. Our online services are not free of charge and are included in the booking fee known as “the deposit”.

We also operate a strict NO REFUND policy on hours that have been paid for any intensive driving course. However, if a registered driving instructor is deemed to have displayed serious and gross misconduct then myintensivecourse.com will endeavour to refund any unspent tuition hours at the driving instructor’s sole expense. myintensivecourse.com will NOT be held responsible for refunding any money due through unspent hours.

### **Free Retest**

myintensivecourse.com offer 1 free retest for pupils who book a test recovery course. This is a standard 6-hour course with the cost of the driving test, (currently £62 as of July 13th 2020) deducted from the course deposit course only. However, the pupil must book the additional lessons as part of the test recovery course.

### **Unlimited theory tests until you pass**

We offer unlimited attempts at the theory test as part of any intensive driving course booking should the customer need to pass the theory test. The cost of the initial theory test, (currently £23 as of July 13th, 2020) is not included in the advertised price on the web site. The cost is added to the deposit at the time of booking, either online or over the phone. The unlimited test attempts are bound by strict terms and conditions that the customer must adhere to. Failing to do so will result in a free retest being withdrawn.

### **Failure To Attend**

If the pupil fails to attend any pre-arranged appointments in the agreed course schedule, then these hours will be regarded as forfeited and lost. There will be NO recourse from myintensivecourse.com to obtain the lost hours and reschedule. myintensivecourse.com will NOT attempt to negotiate a recalculation of your course schedule to accommodate hours lost by the pupil’s failure to attend.

### **The Car**

Any car used for your intensive driving course is provided by your appointed course driving instructor. However, the car will always be in a legal and roadworthy condition. Clean and tidy and be fitted with dual controls. The car will also be insured by your driving instructor or their vehicle supplier for the purpose of teaching people to drive and use for driving tests. However, the car is the sole responsibility of your appointed driving instructor and myintensivecourse.com will NOT be held liable for any vehicle discrepancies that make it unsuitable for the purpose of your driving course or driving test.

### **Complaints**

If you have any complaints about myintensivecourse.com or any of our activities, you must first attempt to resolve them amicably through direct contact. That may relate directly to your course driving instructor or directly to the agency. If your complaint can not be dealt with at the initial level, then you must put in writing to.

myintensivecourse.com,

32 Neath Road

Briton Ferry

SA11 2YR

### **Website & External Web Links**

The website – have been designed to reflect the purpose of the business. All information within is the work produced under supervision by myintensivecourse.com and intended to promote the professional integrity of the business. There are no sensational claims within the website content and there is NO false or misleading advertising. However, if there is a discrepancy you find please use the complaints procedure in section 22 to notify the management at myintensivecourse.com,

Any external links to other sites are there with the agreement of the link owners. If you are a link owner and wish to be removed, please follow the complaints procedure in section 22.

Any images on the site are owned by myintensivecourse.com. Photos of past pupils are there by verbal / written consent.

### **Changes To Terms & Conditions**

myintensivecourse.com withhold the right to amend and change the terms and conditions without any prior public notification.