



## **TERMS AND CONDITIONS:**

Copyright January 2018

This Agreement is between you and Park Driving School Ltd ( Sherwood Park Driving) for New Drivers with respect to certain services as described as [www.parkdrivingschool.ca](http://www.parkdrivingschool.ca). PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS, BY PRESSING SUBMIT OR MAKING THE REGISTRATION BY PHONE OR IN PERSON, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE LEGALLY BOUND BY ALL THE TERMS OF THIS AGREEMENT. You also represent and warrant to Park Driving School Ltd that you are either the parent or legal guardian of the student being enrolled or if you are a mature student then you are at least 18 years of age.

**Fees:** Fees charged for the various lesson plans and services will not exceed the published pricing at the time of student registration. Please refer to [www.parkdrivingschool.ca](http://www.parkdrivingschool.ca) for course fees information.

**Parental Consent:** if applicable, the parent/guardian of the student hereby agrees to allow their son/daughter to take part in one-on-one driving lessons with a Licensed Park Driving School instructor and to take part in all the mandatory curriculum as required by Alberta Transportation.

**Cancellation/Missed On-Road Lesson Policy:** Students may cancel or reschedule on-road lessons with a minimum of 24 hours before the scheduled lesson time. Excessive cancellation or schedules changes will not be permitted. If a lesson is cancelled or rescheduled within 24 hours of the originally scheduled lesson time, a **\$63.00** fee may be charged or the lesson may be forfeited. Instructors will wait 15 minutes before considering the student a no-show for an on-road lesson. During this time, the instructor will attempt to contact the student or parent by phone. After this time, the instructor will leave the arranged pick-up location and missed lesson fees may be applied.

**Schedule for Driving Lessons:** We will contact the student/parent to book and schedule and the driving lessons after the classroom session has been completed. Completion and target dates cannot be guaranteed as these depend on the season and the student's availability and the availability of the instructors at Park Driving School. The completion date also depends on the driving skills of the student as they may need extra time to be ready for the road test and achieve a passing grade of 7.5/10 for the driving lessons.

**Driver Completion Certificate Copy:** A student who wishes to receive a copy of the Driver Completion Certificate will be sent a copy by email and a fee of **\$20.00** will be charged payable online.

**Learner's Permit:** By law a student who holds a learner's permit is required to have the learner's permit with them for their driving lesson. If you do not bring your driving Licence permit for the lesson then that lesson may be forfeited or a charge may incur. The Instructor may spend the driving time to drive home within Sherwood Park to pick up the Class 7 Permit.

**Online Classroom:** The online classroom must be completed within 60 days from the registration date. Once an account has been set up no refunds and changes will be allowed.

**Overseas Student:** A student may take the Driver Education Course and/or Brush Up Lesson with Park Driving School if they bring their International Licence and the Licence from their country of origin.

**Late Classroom:** The student will be allowed a 15-minute grace period from the start time of any classroom session. If a student is late more then 15-minutes, then he/she may be required to attend the classroom again and a fee may be charged to attend the classroom again.

**Lessons:** On-road lessons are normally 120 minutes each. The instructor may take up to 5 minutes at the start and end of each lesson to review previous lessons and evaluate the current lesson, with the remainder of the lesson spent driving.

**Rescheduling Appointments:** Park Driving School reserves the right to reschedule a student's appointment, in its sole discretion, for any services based on instructor availability due to unforeseen circumstances including but not limited to illness or another emergency. Park Driving School, 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. If an instructor is delayed and arrives late for a scheduled driving lesson, the instructor will still conduct the full 120-minute driving lesson.

Park Driving School 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. If an instructor is delayed and arrives late for a scheduled driving lesson, the instructor will still conduct the full 120-minute driving lesson. Park Driving School also reserves the right, in its sole discretion, to reschedule the students' lesson if there is insufficient enrollment for a classroom or workshop. If the student needs to reschedule a workshop, classroom session, or on-road lesson, he/she must notify Park Driving School 24 hours prior to their appointment time. Incomplete classroom time is non-refundable.

**Changing a pick-up/delivery location:** The student may change their pick-up or delivery location for an on-road lesson, but it must be within Park Driving School geographical limitations, and must be approved 24 hours before their on-road lesson. Parental consent must also be provided 24 hours before the lesson commences. Park Driving School has the right, within its sole discretion, to deny any new pick up/delivery location.

**Safety behind-the-wheel:** Park Driving School and its driving instructors reserve the right to stop a lesson at any time due to the student's reckless and/or careless driving or unsafe conditions. Driving Instructors may take control of the car at any point during a lesson if they feel that the student driver is unable to complete the lesson safely. If a lesson has to be discontinued for any of these reasons, the student can reschedule the lesson at his/her expense.

**Vehicles:** All Park Driving School vehicles will be kept with current registration, commercial insurance and regular maintenance, Alberta Transportation annual inspections and repairs. All necessary safety precautions will be taken before the student goes for a driving lesson in a Park Driving School vehicle for his/her lesson. Should something happen to any Park Driving School vehicle which affects its safety or mechanical operation immediately prior to and/or during a lesson, Park Driving School 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.

**Student's Physical and Mental Condition:** It is the responsibility of the student and/or his/her parent/guardian(s) to notify Park Driving School if there are any physical, mental or other condition that can affect the student's ability to drive safely. The student/parent/guardian must notify Park Driving School if there is any kind of medication that can affect the student's ability to drive safely. A medical note from physician may be required before a student can start driver training again.

**Behavior:** The student must, always act in a mature, respectful and appropriate manner when taking the driving lessons, classroom session and/or workshop. Any behavior the instructor and Park Driving School 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.

**Off-site liability:** Park Driving School will not be held responsible for any personal injuries or property damage that student may sustain once they physically leave Park Driving School during the classroom session or during any scheduled breaks. Students and their parents/guardians accept that if students leave the Park Driving School location, it will be at their own risk and responsibility (including without limitation for food breaks or walks).

**Guarantee or Warranty:** Park Driving School does not promise, warrant or guarantee that any student will pass his/her Driver Licence written test or driving test or that any student will not get into any automobile accidents after passing the road test. Park Driving School does not recommend any student book the road test without prior approval from the driving instructor.

**Refund Policy:** If a student withdraws from a Park Driving School Driver Education Course or other course prior to completion, or chooses to discontinue taking lessons within a paid lesson plan, refunds will be calculated on a pro-rated basis using current published fees for single on-road lessons. A full refund will be given if the student has not started the course and a minimum of 5 business days' notice is given to cancel. An administration fee of **\$40.00** will be charged for any refund.

**Change of Program:** Park Driving School 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. Thus, the student will be refunded the unused portion of their tuition.

**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 Park Driving School, its parent, subsidiaries, affiliated entities, officers, employees, contractors, agents and facilities 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 the Park Driving School curriculum, programs and training session and the student's operation of any Park Driving School vehicle.

**Personal Property:** Park Driving School is not liable for anything left in the Park Driving School cars or Park Driving School classrooms by the students. Each student is responsible to keep track of his/her personal belongings when in the Park Driving School car or Park Driving School Classroom or workshop.

**Photographs:** From time to time Park Driving School Ltd may take some photographs of students in the classroom for marketing and both the parent/guardian and student consent to the student being photographed.

**Coach Development/Shadowing:** As of our ongoing coach skill development and commitment to the Park Driving School level of quality and service through our lesson delivery, a Senior Instructor from Park Driving School will periodically shadow an instructor during a driving lesson.

**Outstanding Fees:** All outstanding fees must be paid before the start of the driving lessons and Park Driving School will only issue the Driver Completion Certificate when all fees have been paid and when the student has successfully completed the full Driver Education Course. If a completion certificate is not required, all fees must be paid before the first lesson.

**Passengers in Vehicle:** There will be a maximum of three persons allowed in the vehicle during on-road lessons: the student driver, the instructor and an observer. The observer may be a parent/guardian or a Senior Certified Instructor or an examiner from Alberta Transportation who is present to observe the lesson for training and quality control.

**Completion of Driving Lessons:** All students are required to complete their driving lessons within one year after the classroom date. Any unfinished lessons will be booked at the discretion of Park Driving School or they may be forfeited, and additional fees may be applied to complete the course.