

DOUGLAS MOTORING SCHOOL

LESSON BOOKING TERMS AND CONDITIONS

WELCOME TO THE DOUGLAS MOTORING SCHOOL LESSON BOOKING PORTAL

Please read these Booking Terms and Conditions carefully before booking a driving lesson.

These Booking Conditions are displayed when accessing the Douglas Motoring School online booking portal. **By proceeding to book a lesson through the booking portal, the learner confirms that they have read, understood and accepted these Booking Conditions and agrees to be bound by them.**

If a learner does not agree with these Booking Conditions, they should not proceed with the booking.

1. Scheduled Lessons, Punctuality and Lesson Duration

Learners are responsible for remembering and attending their scheduled lessons. Learners are strongly encouraged to record their appointments and use calendar or telephone reminders.

Learners should be ready for their lesson at the agreed pick-up location and time. Due to traffic and the nature of driving tuition, pick-up and drop-off times may occasionally vary by up to approximately **15 minutes**.

If a learner is late, the lesson will normally still finish at the originally scheduled finishing time and the lost time will **not be made up**.

The instructor will normally wait for a maximum of **15 minutes** after the scheduled lesson time. If the learner has not arrived or made contact within this period, the lesson may be treated as a **no-show and the full lesson fee will be charged**.

Where the instructor is delayed due to traffic or other unforeseen circumstances, reasonable efforts will be made to inform the learner. Any significant lesson time lost because of a delay attributable to the instructor will, where reasonably practicable, be made up during the same lesson or credited towards a subsequent lesson.

Lesson time may include practical driving, demonstrations, vehicle safety checks, explanations, briefings, debriefings, driving feedback, route discussions and other activities forming part of the learner's driving instruction.

2. Lesson Cancellation and Rescheduling by the Learner

Learners wishing to cancel or reschedule a lesson must provide at least **24 hours' notice before the scheduled lesson time**.

Where less than 24 hours' notice is given, or where the learner fails to attend without valid notice, a **late-cancellation/no-show fee equal to the full price of the booked lesson** will be charged.

All cancellations and rescheduling requests must be communicated **directly to the instructor by an answered telephone call, SMS message, or WhatsApp message, and must be confirmed by the instructor in return.**

Cancellations made through the online booking system, email, social media, or through another person will not constitute valid notice unless expressly accepted by the instructor.

For SMS and WhatsApp messages, the time the message is received will determine whether the required 24 hours' notice has been provided. For telephone cancellations, the learner is responsible for ensuring that direct contact with the instructor has been made and that the instructor has answered and confirmed the cancellation.

An unanswered or missed telephone call alone does not constitute valid notice.

Illness

Where a learner is unable to attend due to illness and gives less than 24 hours' notice, the late-cancellation fee may be waived upon presentation of **valid medical evidence issued by a registered medical practitioner**, normally a Maltese Blue Medical Certificate where applicable. The medical evidence must reasonably cover the date of the cancelled lesson.

Without satisfactory medical evidence, the late-cancellation/no-show fee will remain payable.

Learners who are unwell, particularly where their condition could affect their ability to drive safely, are expected not to attend a lesson.

Fitness to Drive

The instructor reserves the right to refuse to commence or to terminate a lesson where there are reasonable grounds to believe that the learner is unfit to drive safely due to illness, alcohol, illegal drugs, medication, extreme fatigue, or any other physical or mental condition that may impair safe driving.

Where the learner's inability to undertake the lesson safely is attributable to circumstances within the learner's responsibility, the **full lesson fee will remain payable.**

Outstanding late-cancellation or no-show fees must be settled before further tuition may be provided. Douglas Motoring School reserves the right to suspend further lessons or bookings until outstanding amounts have been paid.

Repeated late cancellations, no-shows, failure to provide required medical evidence, or failure to settle outstanding fees may result in suspension or termination of tuition and removal from the active learner list.

3. Lesson Cancellation and Rescheduling by the Instructor

The instructor reserves the right to cancel, postpone or reschedule a lesson where reasonably necessary due to illness, adverse weather, unsafe driving conditions, vehicle mechanical or electrical

problems, accidents, exceptional traffic disruption, road closures, emergencies, or other circumstances beyond the instructor's reasonable control.

Where a lesson is cancelled by the instructor, **no lesson fee will be charged**. The lesson may be rescheduled by mutual agreement between the instructor and the learner.

Where the instructor is delayed due to traffic or other unforeseen circumstances, reasonable efforts will be made to inform the learner. Any significant lesson time lost as a result of a delay attributable to the instructor will, where reasonably practicable, be made up during the same lesson or credited towards a subsequent lesson.

Douglas Motoring School shall not be responsible for indirect or consequential costs or losses arising from a reasonable cancellation, postponement or delay, except where such liability cannot lawfully be excluded under Maltese law.

4. Attendance and Continuity of Tuition

Learners are expected to attend lessons consistently, with a minimum attendance of **one hour per week**, unless otherwise agreed with the instructor.

Absence for more than **two consecutive weeks** without a valid reason or prior notice to the instructor may result in the learner losing their regular place and being replaced by another learner from the waiting list.

A learner wishing to resume tuition after being removed from the active learner list may be required to **rejoin the waiting list**, and immediate availability cannot be guaranteed.

Learners who have applied for a practical driving test are expected to maintain regular tuition and an appropriate standard of driving in preparation for the test.

5. Dress Code, Footwear and Personal Hygiene

Learners must attend driving lessons wearing appropriate and comfortable clothing that allows safe and unrestricted movement while operating the vehicle and its controls.

Suitable footwear must be worn at all times while driving. Footwear should be secure, flat-soled and allow the learner to operate the pedals safely and effectively.

High heels, slippers, flip-flops, loose-fitting sandals, or any other footwear which, in the instructor's reasonable judgment, may interfere with safe control of the vehicle will not be permitted.

Where a learner attends with unsuitable footwear and is unable to change into suitable footwear within the scheduled lesson time, the instructor may refuse to commence or continue the lesson.

Learners are also expected to maintain a reasonable standard of personal hygiene and attend lessons in reasonably clean clothing, taking into consideration that driving lessons take place in a confined, shared vehicle.

Where a hygiene issue is sufficiently serious to make it unreasonable or unsuitable for the lesson to continue, the instructor may refuse to commence or may terminate the lesson.

Where a lesson cannot proceed because the learner has failed to meet the reasonable dress, footwear or hygiene requirements above, the **full lesson fee will remain payable**.

6. Instructor Comfort and Safety Breaks

Due to the nature of driving instruction and the extended periods spent seated in the vehicle, the instructor may occasionally require a brief comfort or safety break during the working day, including to use toilet facilities, stretch, hydrate, or attend to other reasonable personal needs.

Where possible, such breaks will be taken between lessons. However, due to lesson schedules, traffic conditions, the availability of suitable stopping locations, or an urgent need, a short break may occasionally need to be taken during a scheduled lesson.

Any such break will be kept to a reasonable minimum and will not unnecessarily reduce the learner's instructional time.

Where appropriate, the instructor may use part of the stopping time to provide feedback, discuss the learner's progress, explain driving techniques, or plan the remainder of the lesson.

7. Safety, Learner Responsibility and Limitation of Liability

Driving and learning to drive involve inherent risks. Douglas Motoring School and its instructors will take reasonable precautions to provide tuition in a safe and professional manner.

Learners are required to follow the instructor's reasonable directions, comply with applicable road traffic laws and act responsibly and safely at all times.

The instructor may intervene, including by using the vehicle's dual controls where fitted, taking control of the steering, giving an immediate instruction, or terminating the lesson whenever the instructor reasonably considers this necessary for safety.

Learners must immediately inform the instructor if they feel unwell, unsafe or unable to continue driving, or if there is any circumstance that may affect their ability to drive safely.

Douglas Motoring School shall not be responsible for any loss, damage, injury, accident or other consequence **to the extent that it results from** the learner's negligence, reckless or deliberate behaviour, failure to follow the instructor's reasonable instructions, breach of road traffic laws, or failure to disclose relevant information affecting their ability to drive safely.

Douglas Motoring School shall not be responsible for loss, damage, injury, delay or other consequences caused solely by the actions or negligence of third parties or by circumstances outside the reasonable control of the school or instructor.

Nothing in these Booking Conditions excludes or limits any liability of Douglas Motoring School or its instructors where such liability cannot lawfully be excluded or limited under Maltese law.

8. Lesson Fees and Payment

The applicable lesson fee is the price communicated by Douglas Motoring School and/or displayed through the booking system at the time of booking.

Lesson fees are normally payable **after completion of each lesson**, unless otherwise agreed.

Late-cancellation and no-show fees arising under these Booking Conditions are payable in the same manner as ordinary lesson fees even though the scheduled lesson did not take place.

Any outstanding lesson, late-cancellation, no-show, practical-test, administration or other agreed fees must be settled when due.

Douglas Motoring School reserves the right to suspend tuition, refuse additional bookings or terminate tuition until outstanding amounts have been paid.

Any changes to lesson prices will be communicated to learners and will apply from the effective date specified by Douglas Motoring School.

9. Learner Permit, Legal Eligibility and Fitness to Drive

Learners are responsible for ensuring that they hold a **valid learner permit and any other documentation required by Maltese law** before undertaking driving tuition on public roads.

Learners must comply with any conditions or restrictions attached to their learner permit and must immediately inform the instructor of any suspension, revocation, expiry, restriction, medical issue, or other circumstance affecting their legal entitlement or fitness to drive.

The instructor may request to inspect the learner permit or other relevant documentation at any reasonable time.

Where a lesson cannot legally or safely proceed because the learner does not hold the required valid documentation, has failed to comply with a legal requirement, or has failed to disclose a relevant restriction affecting their entitlement or fitness to drive, the lesson may be cancelled and the **full lesson fee will remain payable**.

The learner remains responsible for renewing their learner permit and ensuring that it remains valid throughout their period of tuition.

10. Learner Conduct and Use of the Tuition Vehicle

Learners are expected to behave respectfully and responsibly towards the instructor, other learners, other road users, pedestrians and any other persons encountered during tuition.

Abusive, threatening, aggressive, discriminatory, intimidating or otherwise inappropriate behaviour towards the instructor or other learners will not be tolerated.

Learners must follow all reasonable safety instructions given by the instructor and must not deliberately drive recklessly, misuse or damage the tuition vehicle, interfere with its equipment, or engage in behaviour that places themselves, the instructor, the vehicle or any third party at unnecessary risk.

Smoking and vaping are not permitted in the tuition vehicle.

Learners must not use or handle a mobile phone or other electronic device while driving except where its use is lawful and expressly authorised by the instructor for instructional purposes.

The instructor reserves the right to immediately terminate a lesson where a learner's conduct presents a safety risk or involves a serious or repeated breach of these conditions. Where termination results from the learner's conduct, the **full lesson fee will remain payable**.

Serious or repeated misconduct, failure to follow safety instructions, or repeated breaches of these Booking Conditions may result in suspension or permanent termination of tuition with Douglas Motoring School.

Sharing of the Tuition Vehicle

For operational efficiency, learners acknowledge that the tuition vehicle may be used to transport other learners who have lessons scheduled immediately before or after their own lesson.

In such circumstances, another learner may be collected before their scheduled lesson and may travel in the rear of the tuition vehicle until their lesson begins, or may remain in the vehicle for a reasonable period after their own lesson while travelling to an agreed drop-off point.

All learners must behave appropriately and respectfully while sharing the vehicle and must not interfere with, distract or disrupt another learner's lesson.

11. Booking, Acceptance and Changes to these Conditions

These Booking Conditions are displayed when accessing the Douglas Motoring School online booking portal.

By proceeding to book a lesson through the booking portal, the learner confirms that they have read, understood and accepted the Booking Conditions in force at the time of booking and agrees to be bound by them.

It is the learner's responsibility to review the Booking Conditions presented through the booking portal before completing a booking. If the learner does not agree with the conditions, they should not proceed with the booking.

Douglas Motoring School may amend these Booking Conditions from time to time where reasonably necessary, including to reflect changes in legislation, Transport Malta requirements, operating procedures, prices, safety requirements or services provided.

Updated Booking Conditions will apply from the effective date stated in the revised version. Changes will not retrospectively alter rights or obligations relating to services already provided.

If any provision of these Booking Conditions is found to be invalid, unlawful or unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

12. Practical Driving Tests

Learners must attend their practical driving test on the date, at the time and at the location communicated to them and must arrive sufficiently early to allow all necessary preparation and formalities to be completed before the scheduled test time.

The learner must also communicate directly with the instructor at least 24 hours before the scheduled practical test to confirm the test appointment.

Late Arrival or Failure to Attend

It is the learner's responsibility to arrive on time for the practical driving test.

If a learner arrives late, fails to attend, or otherwise misses the test due to circumstances attributable to the learner, and the test cannot proceed or is cancelled as a result, the **full applicable practical test fee will remain payable**.

Before Douglas Motoring School applies for or arranges another practical driving test for the learner, any outstanding test fee must be **paid in full**.

Inability to Attend Due to Sickness, Examinations, Travel or Hospital Appointment

Where a learner is unable to attend a scheduled practical driving test due to **sickness, an examination, travel, or a hospital appointment**, the test may be rescheduled without an additional test fee, subject to applicable Transport Malta requirements and any reasonable supporting evidence that may be required.

The learner must inform the instructor **at least 24 hours before the scheduled practical test** if they are unable to attend.

Notification must be communicated **directly to the instructor by an answered telephone call, SMS message, or WhatsApp message, and must be confirmed by the instructor in return**.

An unanswered or missed telephone call alone does not constitute valid notice. The learner is responsible for ensuring that direct contact is made with the instructor and that the communication is confirmed.

Where the learner is unable to attend due to sickness, an examination, travel or a hospital appointment but fails to inform the instructor at least **24 hours before the scheduled test, a €50 late-notification fee will be charged by Douglas Motoring School**.

The €50 fee is a **school charge imposed by Douglas Motoring School and is separate from any fee charged by Transport Malta**. It remains payable even where Transport Malta allows the practical driving test to be rescheduled without an additional test fee.

The €50 fee must be settled before Douglas Motoring School submits or proceeds with arrangements for another practical driving test.

Test Readiness and Use of the Tuition Vehicle

Applying for or being allocated a practical driving test does not automatically guarantee the use of the Douglas Motoring School tuition vehicle for that test.

Learners who have applied for a practical driving test are expected to continue attending lessons regularly and to maintain a safe and appropriate standard of driving.

Where, in the instructor's professional judgment, a learner has not reached or maintained a sufficiently safe and appropriate standard of driving, the instructor reserves the right to refuse the use of the tuition vehicle and/or instructor services for the practical test.

Where reasonably practicable, the learner will be informed sufficiently in advance to allow alternative arrangements to be considered.

Test Cancellations or Changes Outside the Learner's Control

Douglas Motoring School cannot guarantee that a practical driving test will take place on the originally scheduled date or at the originally scheduled time.

Tests may be postponed, cancelled or changed by Transport Malta or due to circumstances outside the reasonable control of Douglas Motoring School, including adverse weather, vehicle problems, emergencies or other exceptional circumstances.

Where this occurs, Douglas Motoring School will reasonably assist the learner with the necessary arrangements for a replacement or rescheduled test, subject to Transport Malta's applicable procedures and requirements.

13. General and Statutory Rights

These Booking Conditions are intended to establish clear and fair arrangements between Douglas Motoring School and its learners.

Any discretion given to Douglas Motoring School or an instructor under these conditions will be exercised reasonably and having regard to the circumstances concerned.

Nothing in these Booking Conditions excludes, restricts or affects any **mandatory statutory rights available to consumers under Maltese law**.

These Booking Conditions are governed by the **laws of Malta**.

Last updated: 10 August 2026