

PESA Driving School Franchise Terms and Conditions

You are a properly qualified self-employed Approved Driving Instructor (ADI) or Potential Driving Instructor (PDI) operating or intending to operate your own driving instruction business;

On the terms of this Franchise Agreement, PESA Driving School agrees to grant to you the right to operate your driving instruction business as a non-exclusive holder of the rights of franchise set out below, with the intention that you shall carry on the said business of providing driving instruction on your own behalf, and not as the agent of PESA Driving School; we agree to provide a pupil introduction service.

On the basis that PESA Driving School intends to grant similar franchises to various self-employed driving instructors throughout the United Kingdom, the driving instruction franchise, as granted by PESA Driving School, shall for the purposes of this Franchise Agreement collectively be referred to as "PESA Driving School"; and all learner and post-test drivers who are introduced to you through PESA Driving School or who are self-sourced shall be referred to as "Your Pupils".

Now it is hereby agreed as follows:

1. Self Employed Status

1.1 PESA Driving School and you declare and acknowledge that the driving instruction given by you constitutes your business and you are a self-employed independent contractor and nothing in this Franchise Agreement shall make you an employee or agent of PESA Driving School.

2. Franchise Agreement Length

2.1 This Franchise Agreement shall commence on the date hereof and subject to the terms of this Franchise Agreement shall remain in full force and effect unless and until terminated by either party, giving notice by phone, email, text or letter. Note that some of the terms of clause 8 contain details of PESA Driving School charges which may apply to you upon terminating this Franchise Agreement.

2.2 You may terminate this agreement giving 4 weeks notice as described above in clause 2.1. Any outstanding fees due to the school or to the franchisee must be settled before or at the end of the agreed notice period.

3. Your previous obligations

3.1 The parties acknowledge and agree that it is an express condition of PESA Driving School entering into this franchise Agreement that on the commencement date you shall have properly discharged any and all obligations and restrictions imposed on you by any other Driving School franchise or another relevant contract.

4. Pupil introductions

4.1 You appoint PESA Driving School on the terms set out herein as your agent to introduce prospective pupils to You. All driving tuition will be given by you, as principal, to Your Pupils.

5. Pupil numbers

Nothing in this Franchise Agreement shall be construed as guaranteeing you any minimum number of pupil introductions or a minimum number of lesson hours booked per pupil. Neither are you offered any exclusivity in any geographical or postcode area.

6. DVSA status and other background checks

6.1 You authorise PESA Driving School to verify that you hold all necessary licenses and registrations which for the avoidance of doubt will include Your green badge status, Your current check test grade and your CRB check result, and to exchange complaint and other information about you with the Driving Vehicles Standards Agency ("DVSA").

7. PESA Driving School's key obligations

Throughout the term of this Franchise Agreement and subject to Clauses 4, 5 and 32 PESA Driving School shall:

7.1 provide a 'Pupil Introduction Service' to you (subject to availability of pupils in your area), between the hours of 8am-10pm Monday to Friday, and 9am-10pm on Saturdays, Sundays and bank holidays (excluding Christmas Day and New Years Day).

7.2 make available to you a copy of PESA Driving School Instructor Code of Conduct, as varied by the school from time to time.

8. Your payment obligations

8.1 You agree to pay the Franchise Fee by weekly instalment on the Monday of each week which works in arrears, so you pay nothing up front. The fee will cover use of the school's name, signage, logos and trademarks.

8.2 No pupil introductions shall be made to you once you or PESA Driving School terminates this Franchise Agreement, but you will owe any fees as pro-rata for any days incurred in that month prior to termination date.

8.3 PESA Driving School shall be entitled to vary the amount of such fees and charges by giving you at least 4 weeks notice.

8.4 Payment can be made by Standing Order as arranged by the school. Failed payments can be paid by Direct Debit, Cheque or cash but must be cleared funds by the 1st of that calendar month.

8.5 Non-payment of PESA Driving School fees shall constitute a material breach of this Franchise Agreement.

9. Driving Lesson prices

9.1 You shall only be entitled to charge lessons prices at the rates specified by PESA Driving School, in accordance with PESA Driving School pricing page for your area of operation.

9.2 Any payments your Pupils make directly to you must be made payable in your name and you are responsible for accounting for payments made to You;

9.3 For the avoidance of doubt, PESA Driving School shall not be liable for any failed payments made to you by your pupils.

10. Your key obligations (see also Clauses 8 and 11)

Throughout the term of this Franchise Agreement you shall:

10.1 make all relevant bookings, test appointments and other contacts as may be required between you and each of your Pupils;

10.2 faithfully carry out your obligations in a customer friendly fashion under any between you and your Pupils;

10.3 ensure that all driving lessons given to your Pupils conform to the DVSA recommendations.

10.4 conduct all driving instructions given to your Pupils in accordance with the DVSA Driving Instructor Code of Practice which you agree to be bound by and abide by fully under this Franchise Agreement.

10.5 use all reasonable endeavours to promote and improve the reputation of the school and do nothing which may cause any harm or damage to it;

10.6 accept or reject any prospective pupil introduced to you by PESA Driving School as soon as possible;

10.7 contact any prospective pupil introduced to you by PESA Driving School as soon as possible to confirm all relevant details;

10.8 advise PESA Driving School of any dates for which you do not wish any pupils to be sent;

10.9 if for any reason you are unable to attend a driving lesson booked by one of our Pupils, you shall, as soon as reasonably possible notify the Pupil, or the school. The parties acknowledge that all driving lessons booked by your Pupils with you constitute an agreement between you and each Pupil involved. Nothing in this Franchise Agreement can oblige any of your Pupils to accept any alternative arrangements, and you shall be liable for, and shall indemnify PESA Driving School against, any claim made by your Pupils resulting from any cancelled or alternative driving instruction;

10.10 as a self-employed independent contractor be responsible for discharging all Income Tax and National Insurance liabilities and any Value Added Tax arising from fees receivable by you for services performed as a result of this Franchise Agreement consistent with enactments imposing such taxes and liabilities;

10.11 ensure that you hold all necessary licences and/or registrations (including all required DVSA qualifications and renewals thereof) as shall properly enable you to give professional driving instruction in accordance with the DVSA recommended procedures;

10.12 be responsible for arranging appropriate public liability insurance; 10.13 not commit any act nor omit to do any act which under sex discrimination, race, sexual orientation, religious, disability or other legislation constitutes unlawful conduct or discrimination;

10.14 fully comply with all other relevant statutes;

10.15 promptly notify PESA Driving School of any complaint or allegation made against you of which we ought reasonably to be made aware, including but not limited to any allegation or commission of any criminal offence;

10.16 keep your diary and records up-to-date, and always maintain a back-up record of appointments with your pupils.

11. Your key obligations regarding the vehicle used for tuition

11.1 be responsible for all parking fines and congestion charges (including the payment of all penalty fees or other charges for non-payment) and any other traffic offences arising in connection with the Tuition Vehicle;

11.2 be responsible for and ensure that all fuel, oil, grease, water, anti-freeze and any other consumables or lubricants which may be required for the satisfactory and proper running of the Tuition Vehicle are maintained at the appropriate levels as advised by the relevant vehicle manufacturer.

11.3 ensure that the Tuition Vehicle is at all times maintained in good condition and in accordance with the manufacturer's recommendations, and that it receives all required scheduled servicing.

11.4 ensure that the Tuition Vehicle is in a roadworthy and appropriate condition during the giving of all lessons to your pupils.

11.5 ensure that any PESA Driving School signage, when this Franchise Agreement begins, remains attached to the Tuition Vehicle during tuition.

11.6 ensure the Tuition Vehicle is appropriately fitted with dual controls.

12. Hours of tuition

12.1 The hours during which you give driving instruction to your Pupils shall be entirely at your discretion.

13. Exclusion of Liability

13.1 As a self-employed independent contractor You shall under no circumstances be entitled to receive any compensation or other payments other than those payments that are not disputed if PESA Driving School terminates this Franchise Agreement in accordance with Clause 19;

13.2 PESA Driving School shall not, in any event, and to the extent permitted by law have any responsibility for any increased costs or expenses, for any loss of profit, business, contracts, revenue, operating costs, goodwill or anticipated savings or for any special, indirect or consequential losses incurred as a result of or in connection with this Franchise Agreement whether resulting from contract, to or (including negligence or breach of a statutory duty) or otherwise.

14. Status disclosure in dealings with pupils

14.1 You shall ensure that throughout the term of this Franchise Agreement, in all correspondence and other dealings with your Pupils, you clearly indicate that you are acting as principal and that all driving lessons booked by your Pupils, whether directly with you or through the school generating pupils.

15. Your business contact details

15.1 You expressly authorise PESA Driving School to provide your business address and business telephone number(s), to Your pupils and where necessary as part of PESA Driving School Franchise, to any other PESA Driving School Franchisee. Where you have not specified a business address to PESA Driving School, we shall be entitled to treat any address provided in relation to you to be your business address and to provide such information to your pupils on request.

16. Mobile Phone Usage

16.1 Neither you nor the pupil is permitted to use a mobile phone during lessons except in an emergency. Outside of lessons or in an emergency, calls should only be made with hands-free accessories or if the engine is switched off. Do not use your Mobile whilst you are at a fuel station or near flammable substances or in restricted areas.

17. PESA Driving School's communication with your pupils

17.1 To protect the reputation of PESA Driving School and its franchisees and to maintain satisfactory public relations, PESA Driving School may communicate with any of your Pupils at any time during the term of this Franchise Agreement to assess the quality of work carried out by you and you shall, upon request, provide PESA Driving School with any information about your Pupils that the school shall reasonably require and you will provide any reasonable assistance as may be required by the school for this purpose.

18. Use of PESA Driving School brand

Under no circumstances will you be entitled to:

18.1 Make any representation that you represent, carry any endorsement from, or are in any way associated to PESA Driving School in any way other than that specifically permitted under the terms of this Franchise Agreement. Under no circumstances will you use any trademark, service mark or other logo type of PESA Driving School unless such use is expressly permitted under the terms of this Franchise Agreement, and for the avoidance of doubt you accept and agree that no such use is permitted in relation to any internet site published by you save that you may have.

19. Termination of this agreement

19.1 PESA Driving School may terminate this Franchise Agreement immediately in the event that you are in material breach of any of the provisions set out herein including but not limited to your agreement to comply with PESA Driving School's Instructor Code of Conduct for driving instructors, non-payment of funds due to PESA Driving School or you commit or are alleged to have committed any criminal offence which the school considers could prejudice your ability to properly conduct driving instruction, or you commit any act or omission which in PESA Driving School's reasonable opinion could jeopardise the reputation of the school.

20. Proving lessons to other Pupils & competing business interests

20.1 You shall ensure that the provision of any driving instruction to learner drivers other than your Pupils does not conflict with any bookings made with your Pupils and/or in any other way prejudices the provision of tuition to your Pupils or the financial position of PESA Driving School Franchise;

20.2 Nothing in this Franchise Agreement is intended to or shall prevent you from offering professional driving tuition in addition to that offered to your Pupils, provided that:

(i) You ensure that the provision of any driving instruction to other learner drivers other than your Pupils under this Franchise Agreement does not conflict or affect any previously arranged bookings made with your Pupils.

(ii) You do not provide tuition that in any way competes with, compromises or prejudices the financial position of PESA Driving School following any introduction made to you by PESA Driving School for driving instruction business or otherwise.

21. Return of PESA Driving School property on termination

21.1 On any termination of this Agreement, you shall immediately return to the school all property owned, leased or otherwise provided to you by the school in connection with this Agreement. If this Agreement is terminated and you have, for any reason, failed to return such property to PESA Driving School, you shall allow, or assist in obtaining access for PESA Driving School or its agent(s) to enter into any premises under your control or to which you can reasonably obtain access to enable PESA Driving School to repossess said property and you shall reimburse PESA Driving School with all costs incurred in doing so.

22. PESA Driving School approaches to pupils

22.1 If this Franchise Agreement is terminated in any way, you acknowledge and agree that PESA Driving School, may make such approaches as it sees fit to some or all of your Pupils offering such individuals the services of another PESA Driving School Franchise holder to continue their driving lessons.

23. Recovery of monies owed to PESA Driving School on termination

23.1 Upon termination of this Franchise Agreement PESA Driving School shall notify you of any sums owing to PESA Driving School under this Franchise Agreement and any such sums shall be paid by means payment noted in Clause 8 or by such other means as PESA Driving School may reasonably require.

24. Use of PESA Driving School name and brand following termination

24.1 Following the termination of this Franchise Agreement you must not make any representation that you or your business is in any way connected with or associated to the PESA Driving School Franchise. For the avoidance of doubt the parties agree that the provisions of this Clause 27 shall remain in full force and effect after this Franchise Agreement has been terminated.

25. No assignment

25.1 The rights granted to you under this Franchise Agreement are personal to you and you may not assign or otherwise transfer them to any third party without PESA Driving School's prior consent.

26. No partnership

26.1 Nothing in this Franchise Agreement shall make you and PESA Driving School partners or parties to a joint venture or make either party to this Franchise Agreement liable for any of the debts or obligations of the other party and You shall in no way be considered as being an agent or representative of PESA Driving School in any dealings which you may have with any third party and you shall not act for or make any representation on behalf of PESA Driving School in any such dealings and shall have no power to contract on behalf of PESA Driving School.

27. Third party rights

27.1 This Franchise Agreement is solely between you and PESA Driving School and any third-party rights under, and the effects of, The Contracts (Rights of Third Parties) Act 1999, or any replacement thereof, are hereby expressly excluded.

28. Variation of this agreement

28.1 The provisions of this Franchise Agreement may only be varied with the express prior approval of PESA Driving School acting through a Director or other authorised representative of PESA Driving School or through such other person as may be notified to you by PESA Driving School from time to time.

Subject to any other provision herein, PESA Driving School may vary any of the terms of this Franchise Agreement at any time on the provision of as much notice as possible to you and in the event that you choose not to terminate the Franchise Agreement in accordance with Clause 2 you shall have accepted the revised terms and conditions.

29. Governing law

29.1 This Franchise Agreement is subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

30. Headings & Conflict

30.1 The headings used in this Franchise Agreement are for convenience only and shall not affect its interpretation

30.2 In the event of any conflict between the terms of this Franchise Agreement and Instructor Code Of Conduct the documents shall be applied in the following decreasing order of precedence:

30.2.1 this Franchise Agreement;

30.2.2 the Instructor Code Of Conduct

31. Entire Agreement

This Franchise Agreement supersedes and invalidates all prior express or implied communications, representations, warranties, stipulations, undertakings commitments and representations made relating to the subject matter hereof which may have been made by PESA Driving School either orally, email or in writing prior to the date hereof, and which shall become null and void from the date this Franchise Agreement is accepted. You warrant that you have not relied on such commitment, representation or warranty in entering into this Franchise Agreement.

32. Force Majeure

If PESA Driving School is prevented from or hindered or delayed in performing any obligations under this Franchise Agreement by reason of any circumstances beyond its reasonable control, it shall be excused performance to the extent it is affected by the circumstances concerned.

33. Survivability

Termination of this Agreement whatsoever arising shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.

Full Name: _____

Date: _____

I hereby confirm my agreement to the terms and conditions (please sign below):

Signature: _____