



Instructor Terms and Conditions

1. (the licensee) is granted a non-exclusive, non-transferrable license to the “XT Driver Training” (referred to within this document as XT or XTDT) name, logo, trademarks and trade dress subject to the following:
2. The licensing fee will be charged at a rate of £35 per week paid monthly by method of standing order or direct debit. The payment dates are on or as close to the last working Friday of each calendar week. Should the licensee default in these payments, XT reserves the right to cancel this agreement unless suitable arrangements have been put in place to make up any shortfall or any monies owed. XT will to the best of its ability work with the licensee to help in the event of reoccurring missed payments. It is at the discretion of XT as to the length of a period the licensee can miss payments until their contract is terminated.
3. 28 days’ notice is required by either party should the licensee or XT wish to cancel this agreement. Notice of cancellation must be given in writing either via email or through a formal written letter and signed and subsequently acknowledged by XT.
4. All XT retains all intellectual property rights in any format. Should any extra online content and advertising be requested by the licensee, XT reserves the right to remain sole owner of any said material.
5. XT Driver Training does not operate a car hire or lease agreement facility. It is essential that the licensee has a dual controlled car which is insured appropriately and regularly maintained.
6. The Licensee holds all relevant licenses and certificates to teach learner drivers
7. Online & Social Media and marketing– It is essential that the licensee uses this professionally and responsibly eg:
 - Ensuring that pupil’s personal information and XT information is not compromised in accordance with General Data Protection Regulations.
 - Ensuring when using social media for marketing purposes that what is written is compliant with privacy and data protection legislation pertaining to digital communications, the laws regarding spam, copyright and other online issues.
 - Not distributing circulating or publishing footage taken of driving tests from in-car cameras, without permission from DVSA, XT and the pupil.
 - Obtain the pupil’s permission for a photograph to be posted on our social media accounts when they are successful in passing their test.

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- Attend up to three marketing events a year if requested no further than 35 miles travel from the licensee's home address.
 - The licensee is free to develop their own marketing materials subject to design approval by XT
8. As an instructor the Licensee will:
- Safeguard and account for any monies paid in advance by the pupil in respect of driving lessons, test fees or for any other purpose and make the details available to the pupil on request.
 - Record pupil progress either electronically or on paper. The method should include an individual breakdown of skills and subjects and the progress marking should be carried out with the pupil at the end of each session.
 - Be prompt to lessons and notifies pupils if running late. If this is the case pupils should still receive the full lesson time either for that session or added to a following sessions.
 - Ensure the tuition vehicle is kept clean and complies with legal requirements on all occasions.
 - Always drive in a professional manner even when not on a driving lesson. XT cars have very visual logos and therefore any inappropriate driving reflects badly upon XT Driving.
 - Test centre etiquette - Do not use the parking area in any test centre for tuition purposes when driving tests are in progress. In conversation with other instructors or examiners, always be professional when representing XT Driver Training.
 - Maintain valid Public Liability/Professional Indemnity Insurance
 - Attend up to three training and development days a year
9. XT Driver Training operates an open session policy to allow our ADIs or PDIs to observe delivered lessons for training purposes and to ensure that license agreement terms are being met. Clients may also request a friend or relative to observe a lesson at the discretion of the ADI/PDI
10. XT Driver Training will provide ongoing instructor support and CPD to the Licensee.
11. XT Driver Training will provide ongoing advice and training where necessary to assist the Licensee in successfully completing the Standards Check.
12. XT prides itself on the standard of driving and instruction given. As such if a civilian advanced driving qualification or recognised emergency services blue light qualification is

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not already held we require all instructors to complete an Advanced Driving test from any one of the following providers within 12 months of the date of this agreement (IAM, RoSPA, DIA Elite Test, DVSA Cardington Special Test). All training for the test will be provided free of charge by XT and will take place in the licensee's own vehicle. The licensee is responsible for the cost of the test(s).

13. XT works hard to keep its instructors busy and has an ongoing marketing structure to generate new pupils for them but does not guarantee a minimum of maximum number of pupils. XT will to the best of its ability ensure that any pupils supplied to the licensee will be in the postcodes of the licensee's choosing.
14. Vehicles other than temporary or loan vehicles used for learner tuition should, at the licensee's cost, be liveried with either
 - a) "XT Driver Training" logo on front doors and/or XT Driver Training magnetic top box to an approved XT Design, featuring the telephone number of XT (in the case of a PDI) or either the XT telephone number or your own (in the case of an ADI), or
 - b) The "XT Driver Training" full vehicle livery.
15. XT Driver Training dress code should be followed when delivering lessons, or attending events relating to driver training unless otherwise agreed by XT Driver Training.
16. If not terminated sooner, this license is valid for 12 months from the date of signing.

I,confirm that I have read and understood the above terms and conditions.

SIGNED.....

DATE.....



Design Appendix

Door Logo : Dark Coloured Car:



Door logo light coloured car



Sample top box design: (Black boarder around L optional)

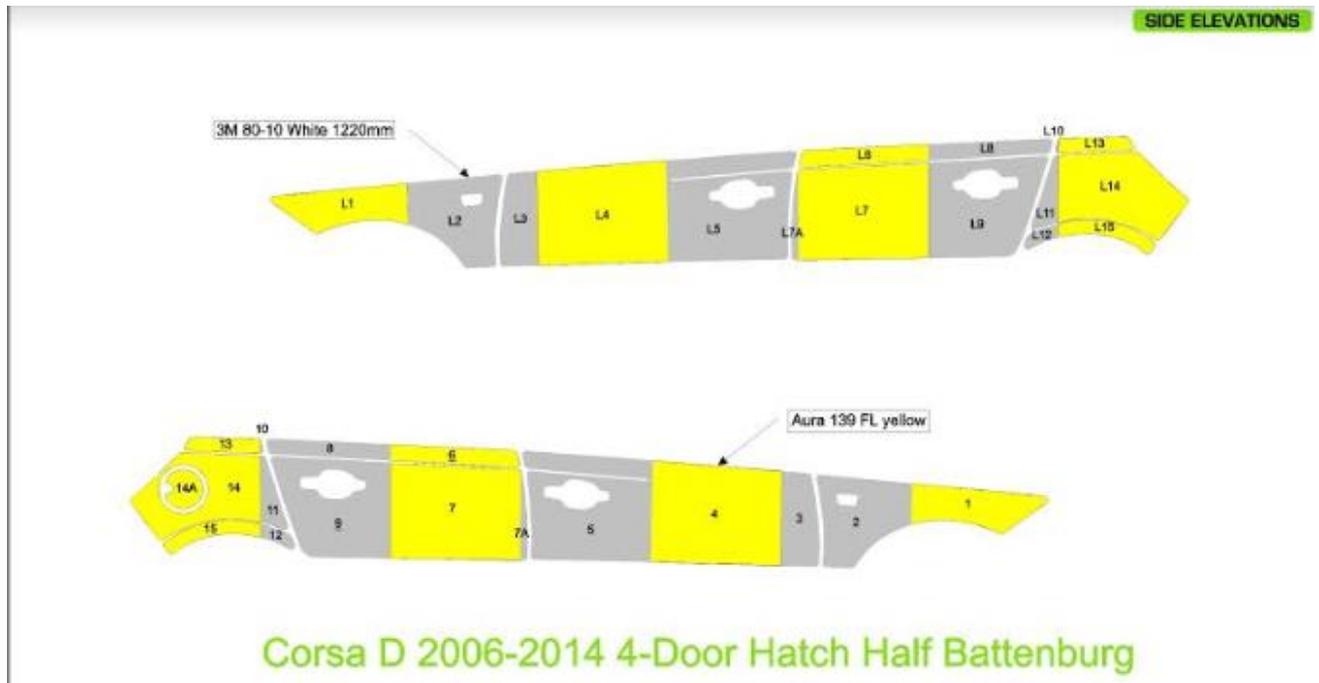


(A black Shark fin style roof boxes can also be used in which case the design is as follows:)

XT Driver Training



Full Vehicle livery side elevation on vehicle colours other than white or yellow:



Front View:

XT Driver Training



In the event of a white vehicle, silver replaces white in the design. In the event of a yellow vehicle blue replaces yellow.

Rear of the vehicle has standard highway spec Chapter 8 Markings for safety and the wording "Driver Training" as shown:

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Additional qualifications may also be displayed if required.

Clothing:

Required:

Short sleeve wicking or standard fabric polo shirt in navy blue with square logo on upper left: A plain dark coloured long sleeve top may be worn underneath the shirt if required.



And "TRAINER" in white on each sleeve.

(An optional grey summer shirt is also available, with the same design)

Optional:

Dovey Jacket with XT Logo on left side and "Your Name" with "Driving Instructor" underneath on the right side.

Navy Blue Fleece with CT logo on left side.

The only other dress code requirement is no blue denim jeans

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XTs preferred provider for vehicle livery and clothing is:

Sign City,
Worcestershire County, 41 Upper Tything, Worcester WR1 1JZ

Phone: 01905 21098

Sign city hold all of the artwork, livery and clothing requirements on file.