

# NOVA DRIVING SCHOOL

## Terms and Conditions

You (student/customer) have signed up for this course for the purpose of preparing for the Driving lesson/Certification Program. All techniques and materials are the exclusive property of Nova Driving School ("NDS"). You agree not to disclose, sell or distribute any information, written or spoken, obtained from NDS, to any third party.

All trademarks, service marks, logos, model and brand names, emblems and protectable trade dress elements, whether explicitly marked or not, (individually and collectively, "Marks") used on this Website are believed to be owned by Nova Driving School, or joint partners, or are believed to be used with permission. All Marks are subject to U.S. (federal and state) and international trademark, unfair competition and other intellectual property laws.

You may not copy, reproduce, download, upload, post, display, broadcast, transmit, distribute, publish, republish, encode, translate or otherwise use any Materials or Marks provided on this Website in any form, by any means, in any medium, or by any information storage or retrieval system without the express written permission of NDS.

In the event that the method of payment is returned for insufficient funds, student will be responsible for any bank fees along with the remaining balance. In the event that your balance is not paid in full by 90 days, you will be responsible for total billed charges, collection costs, and reasonable attorney fees.

NDS may, at its own discretion, change course schedules and locations and, on rare occasions, cancel a course. You understand that enrollment is taken on a first-come, first-serve basis. NDS may dismiss any student who has not paid tuition, in full, in accordance with our tuition policies or who, in NDS's opinion, is disruptive during driving lessons.

**INSTRUCTION PERMIT:** Each student must have a valid driver's instruction permit in his or her possession when engaged in vehicle operation, if you forget a permit on the day of the lesson \$30 rescheduling fee will be assessed.

**DRIVING TEST:** Behind the wheel instruction is private. However, if you choose to take the Road Test without a lesson attached, you may be scheduled with an instructor that is already going to the Secretary of state with another student. When scheduling for a Road exam our licensed instructor will determine if you are a safe driver able to be placed in line for the exam. If instructor determines you are not a safe driver a lesson will take place in lieu of the Road Test. Keep in mind that we will provide home pick up only if road test is combined with a lesson. If you don't require home pick up you will be set up according to our instructor's schedule to meet at the Secretary of State or at the public transportation nearest to the Secretary of State.

**SERVICE AT THE SECRETARY OF STATE:** Two hours are allotted for Road Test including drop off. Any additional time spent at the Secretary of State to resolve documentation, eligibility or license issues will be charged at an hourly rate of \$45 (\$45 minimum). Students can choose to reschedule road test for another time so they can resolve issues independently but will still be required to pay \$30 to re-schedule.

**Cell Phones/Electronic Devices:** Use of cell phones and/or any other portable electronic devices during driving lessons is strictly prohibited. Additionally, students are asked to turn off/put on silent all cell phones and/or any other portable electronic devices during driving lessons. Students who do not follow these guidelines will be excused from the lesson and no attendance/BTW lesson credit will be given for such dates occurrence.

**CANCELLATION Policy:** Appointments with Nova Driving School (NDS) will be confirmed by email. It is the responsibility of the student to give NDS a 24 business hours advance notice for any cancellations to avoid a last minute cancellation fee of \$30. A 30% processing fee will also be assessed on any scheduled lessons or packages that are not taken because the student decides to withdraw enrollment from Nova Driving School prior to taking the lesson.

**IN-LESSON CANCELLATION:** A lesson is considered to have begun when the instructor arrives at the location of the lesson at the scheduled time. The lesson may then be cancelled if the student chooses not to take the lesson, is not wearing adequate footwear, lack of sleep, intoxication, medication, or if the student refuses to follow the instructor's directions (especially and including reckless student behavior.) A lesson so cancelled shall be considered fulfilled as far as the obligations of NOVA.

**REFUNDS:** If student/customer requests a refund prior to the first lesson we will under discretion process the refund on a case to case basis. 30% processing fee will be applied to all refunds. If you choose to discontinue your package at any point student/customer will have credit for a 1 year period, from date purchased. After 1 year, student will have 50% of balance for an additional year. If you

# NOVA DRIVING SCHOOL

decide to stop all lessons with NDS, credit may be use for a friend/family member of your choice. Note: If Instructor decides to stop a lesson while in progress, due to student not properly listening/following instructions, student will not be refunded for that lesson.

**FOOTWEAR POLICY (during driving lessons):** Students will not be permitted to wear sandals or open-toed shoes of any kind during driving lessons. Shoes must be worn during driving lessons and must cover the entire foot from toe to heel (close-toed shoes). **IT'S NOT PERMITTED TO WEAR SANDALS OR HEELS DURING YOUR DRIVING LESSON.**

**CONFIDENTIALITY:** In no event will Nova Driving School disclose, sell or distribute any information, written or spoken, obtained from clients/student with third party unless requested by legal party or court order.

**Disclaimer:** In no event shall Nova Driving School staff or instructor's be liable for loss of private property and/or documents.

**DISPUTE RESOLUTION:** All disputes under Administrative Driving Code, Title 92, Chap. II, Part 1060.80 shall be directed to the Illinois Secretary of State Office.

**Entire Agreement:** This agreement constitutes the entire contract between the school and the student, and no verbal assurances or promises not contained herein shall bind the school or the student.

**WEBSITE:** Pixel Marketing (Web Browsing): NovaDrivingSchool.com and NovaDriving.com implement the use of a pixel for use in behavior marketing.

In addition to all terms and conditions TEENS will also abide by the following:

**ATTENDANCE FOR TEEN PROGRAMS:** Students who are absent for any scheduled classroom sessions will be given make-up instructions/assignments. Student is responsible for scheduling make-up sessions with Instructor/Teen Coordinator. Students who are absent for more than 4 classroom sessions will be dropped from the program and will be required to re-enroll at a later date. No partial or full refund will be given to students dropped as a result of being absent for more than 4 classroom sessions.

**SCHEDULING BEHIND THE WHEEL:** All enrollment and registration forms must be turned in and payment must be received in full in order to schedule behind the wheel (BTW) lessons. Students are required to begin scheduling their BTW lessons no later than the third week of the program. BTW lessons must be completed by the 4th week after program end date. If by the 4th week after the end of program, teen has not scheduled any BTW lessons, you agree to pay a fee of \$60 to begin scheduling. The teen will then have 3 additional weeks to complete their BTW lessons. If by the 7th week after the end of program, teen has not completed the driving lessons, an additional \$60 will be required to schedule. Three months after the end of the program, if teen has not scheduled his/her BTW, the remaining hours will be billed at a regular behind the wheel hourly rate.

**CANCELLATION NOTICE FOR TEEN PROGRAMS:** When scheduling a driving lesson it is required to give at least a 24 hour notice during business hours to cancel or reschedule any scheduled behind-the-wheel lessons. Students unable to attend a lesson who do not cancel or reschedule their lessons at least 24 hours in advance will be charged \$30 cancellation fee. All canceled lessons must be rescheduled in order for the student to complete the required driving time mandated by Secretary of State. The Student will receive confirmation email for any lesson scheduled with Nova.

**REFUNDS FOR TEEN PROGRAMS:** If you decide to cancel your enrollment prior to the first day of class we will provide a full refund. If you decide to cancel your enrollment within the 1st week of class and prior to the 2nd week of class only 50% of the tuition will be refunded. All materials issued to students need to be returned to NDS within one week of canceling your enrollment, and prior to NDS issuing any refund.