



## TERMS AND CONDITIONS

First Drive Driving School LLC, hereinafter referred to as “Driving School”, offers the selected course(s) and/or service(s) to the registree, hereinafter referred to as “Student”, under the Terms and Conditions set forth below. By completing purchase of the selected training course(s) and/or service(s), Purchaser acknowledges understanding of, and agrees to abide by, the following Terms and Conditions:

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Due to costs incurred by the Driving School immediately upon purchase, 10% of the total purchase price is non-refundable. The complete refund policy is included below.

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This offer is conditioned upon signed acceptance of a state-mandated Training Agreement and other documents as applicable to the specific course. A link to the applicable documents is provided in each course description. In-car training will not be made available to the Student before signed originals of all required documents are on file at the Driving School’s main office. Photocopies and emailed scans are not sufficient. Documents may be dropped off at either location during posted office hours or by appointment, or sent by postal mail to our main office in Hilliard.

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All certificate-bearing courses have a state-mandated completion deadline. For offered teen courses this is six (6) months, and for offered adult courses three (3) months, from the date the student first receives training at the Driving School. (Online training hosted by a third-party provider does not constitute training received at the Driving School.) State of Ohio regulations stipulate that both the Student and the Driving School are responsible for adherence to the applicable deadline.

State law requires the Driving School to make all corresponding training available to the Student by the applicable deadline. Should the Student be unable to attend available training sessions offered, the Driving School is relieved of this obligation.

By state law, the Student is required to complete all corresponding training by the applicable deadline. After this deadline, a completion certificate cannot be issued and no refund will be given. In this case, certificated course completion will require a new Training Agreement, additional tuition payment, and restarting the course from the beginning.

The Driving School reserves the right to pace training start dates to ensure overall adherence to state-mandated deadlines, and makes no guarantee of any particular completion time other than the applicable state-mandated deadline.

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For all non-certificate-bearing courses, The Driving School agrees to make all training available by six (6) months from the date of registration.

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This enrollment will expire six (6) months after the date of purchase if the Student has not yet commenced training at the Driving School. (Online training hosted by a third-party provider does not constitute training at the Driving School.) An expired enrollment is not refundable and reactivation will require a reinstatement fee of the greater of \$25 or the difference between the tuition paid and the tuition at the time of reactivation. Enrollment will not be reactivated more than one year after initial purchase.

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A rescheduling fee will apply if the Student cancels a training session with insufficient notice, fails to appear for a scheduled training session for any reason, is unprepared or tardy for the scheduled training session, or does not complete the full session for any reason beyond the control of the Driving School. Notice must be given at least two business days in advance to avoid a rescheduling fee. The only purpose of the rescheduling fee is to pay the instructor for the time that was reserved for the Student. A scheduled training session that is late-cancelled or missed is, for the Driving School and for all students waiting for training, a loss of time that cannot be recovered by any fee.

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The Driving School does not guarantee the issuance of a driver's license to the Student, nor any particular outcome other than provision of the type and amount of training purchased. The prescribed lesson plans will be followed to the extent that it is possible and safe to do so within the Student's existing skill level. The Student will be expected to have ample practice between training sessions. Should the Student not be of a sufficient skill level to safely conduct the planned training, basic training activities will be substituted to complete the in-car training time requirement.

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As required, the Driving School shall furnish a certificate of completion to students of certificate-bearing courses upon successful completion of the course requirements within the state-mandated time limit. (If the Student is enrolled in a certificate-bearing teen course and turns 18 years old before completing the course, a certificate of completion is not required and will not be issued automatically. In this case, the Student should inform the Driving School no later than the end of the final training session if a certificate is needed.)

Successful completion, as defined by the State of Ohio, refers to the completion of the required number of training hours, the student's good faith effort having been exercised during the practical driving portion, and if applicable, the attainment of a score equal to or greater than 75% on the classroom final exam. Should the student fail to achieve the minimum passing score on the final exam, additional classroom attendance may be required at an additional cost.

Upon Student's eligibility, The Driving School may take up to three (3) business days to produce the certificate of completion, at which point it will be sent via US postal mail, first class, to the mailing address on file for the Student unless requested otherwise. The Driving School will not be responsible for certificates lost in the mail. Upon request, The Driving School will hold the certificate and arrange an appointment for the Student or responsible parent/guardian to pick it up. This request should be made before the end of the Student's final training session.

As the certificate process cannot be further expedited, the Student is urged not to schedule a license exam until actually in possession of the certificate.

The cost of one certificate is included in the tuition for all certificate-bearing courses. Should that certificate need to be reissued or replaced due to any reason beyond the control of The Driving School, a fee will apply to cover the additional processing costs.

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The Driving School reserves the right to cancel the Student's enrollment and Training Agreement at any time should the Student's conduct indicate a lack of responsibility deemed necessary to safely operate a motor vehicle. This determination is at the sole discretion of The Driving School. Such conduct includes but is not limited to class disruption, cheating, mischievous or malicious damage to Driving School property, theft, possession of prohibited or illegal items, and failure to follow the direction of staff and instructors. Enrollments cancelled under such circumstances will not be refunded.

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### **Refund Policy**

Refunds must be requested in writing. A request by email to [firstdrivedrivingschool@gmail.com](mailto:firstdrivedrivingschool@gmail.com) is sufficient. No refund will be issued one year or more after Student's initial registration with The Driving School. No refund will be issued if Student's registration with The Driving School has expired. No refund will be issued for any services previously rendered, training previously completed, nor for any training scheduled to have taken place prior to the refund request and which Student did not attend.

The following costs are not refundable:

- 10% of total amount paid, for service and processing costs incurred upon registration.
- For online students, \$60 once an online course login has been issued to the Student.
- For traditional classroom students, \$15 per classroom session seat reserved in the past (whether or not the student attended the session) or within five business days in the future.
- For Adult Remedial Driving Course students, 100% of course tuition if less than two business days before scheduled class date, or any time after scheduled class date.
- \$40 per hour of completed in-car training.
- \$25 per hour of in-car training scheduled within two business days in the future.
- The total amount of any rescheduling or other fees incurred, whether paid or not.

No refund will be issued if the Student has been dismissed from the course due to cheating, behavioral issues, class disruptions, or malicious damage to Driving School property.