

Terms and Conditions for Service Users

These Terms and Conditions set out and regulate the usage of the Love 2 Drive Motoring School application - technology which connects students and instructors more efficiently.

The term "us" or "we" refers to Love 2 Drive Motoring School.

By downloading and using the application, you are agreeing to these Terms and Conditions.

1. Using the application

1.1 Love 2 Drive Motoring provides coordination services in relation to driving tuition. Driving lessons are provided by instructors under a contract with you on an independent basis. Disputes arising from consumer rights, legal obligations or from law applicable to the provision of transport services are to be resolved between the student and the instructor. Fiscal receipts for driving tuition services are to be issued by the respective instructor.

1.2 When using the Love 2 Drive Motoring School application, you agree to use an in-App Payment system. Charges will be inclusive of applicable taxes according to law.

1.3 During the installation of the Love 2 Drive Motoring School application, the student's mobile number is linked to the respective user account and added to our database. If you are no longer using that mobile number, you must notify Love 2 Drive Motoring School within seven (7) days so that we can implement the necessary changes.

2. in-App Payment System

2.1 You can pay for the tuition services by means of a Bank card, which may require prior activation in the application. By providing in-App Payment service, Love 2 Drive Motoring School acts as commercial agent for the providers of the tuition services. Your obligation to the provider of the tuition service will be fulfilled when the payment order is given to transfer funds. You, as the student, are responsible for ensuring that the payment takes place and ensuring that sufficient funds are available.

2.2 When making in-App Payments, your payment will be handled by Stripe, Inc. and your instructor's fees as well as any commissions due in relation to the Love 2 Drive Motoring Schools Application will be paid directly.

2.3 Neither Love 2 Drive Motoring School nor your instructor will have access to your Bank card details.

2.4 We may ask additional data from you to verify payment method.

2.5 When making payments by in-App Payment for tuition services, Love 2 Drive Motoring School is not responsible for possible third-party payment costs (ex. mobile operators, bank fees). These service providers may charge you additional fees when processing payments in connection with the in-App Payment. We are not responsible for any such fees and disclaim all liability in this regard. Your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your payment method.

3. Booking and cancelling driving lessons

3.1 If you book a driving lesson and the instructor has agreed to undertake the work, then the service is considered to be ordered.

3.2 Once the instructor agrees that he/she will provide the driving lesson, you will enter into a separate agreement with the driver for the provision of that service on such terms and conditions as you agree with the driver.

3.3 Cancelling a driving lesson is considered to be the situation where the driver has confirmed your request to book and you subsequently reject, cancel or refuse the lesson.

3.4 When booking a lesson, the student must make sure that he/she can keep the appointment. In their interest, students are advised to keep a record of their appointments and be punctual for their lesson. The instructor would normally wait for not more than fifteen (15) minutes before the lesson would be abandoned. Lateness will be deducted from the student's allocated lesson time frame. The student must also be prepared to be picked up and dropped off up to approximately fifteen (15) minutes before and after the actual lesson time frame.

3.5 A reciprocal waiting time may become necessary if the instructor is delayed due to unforeseen circumstances, such as traffic congestion or accidents. Any lesson time lost as a result of this would be made up by the instructor, either at the end of the normal lesson time if possible or at a later date.

3.6 When a lesson request is cancelled with less than twenty-four (24) notice, you may be required to pay a cancellation fee. The Love 2 Drive Motoring School Application will not permit you to cancel a lesson on the same day. Therefore, it is in your interest to notify your instructor at the earliest opportunity.

3.7 In case of illness, credit will not be forfeited if you upload a doctor's certificate on the application.

3.8 Unjustified no-shows will incur the full lesson fee.

3.9 The instructor reserves the right to cancel or postpone lessons if he/she feels that the weather or road conditions are unsuitable/dangerous or for other reasons like sickness or vehicle breakdown. Any lessons cancelled or postponed will be rescheduled at a mutually agreed time. The instructor cannot be held responsible for any costs incurred as a result of him/her having to postpone any lessons, for whatever reason.

3.10 Repeated no-shows may lead to the blocking of the student's account.

3.11 Students who fail to attend driving lessons regularly for more than two weeks, without communicating with the instructor and/or for no particular and valid reason may, at the discretion of the instructor, be replaced by new students in the waiting list. Should these same students eventually express their wish to continue attending driving lessons, they will be re-listed in the waiting list and must wait for their turn

4. License to use the Love 2 Drive Motoring School application

As long as you comply with these Terms and Conditions, we agree to grant you revocable access to the application in accordance with these Terms and Conditions and our Privacy Policy.

5. Liability

5.1 As the Love 2 Drive Motoring School application is only a means of communication and coordination between students and instructors to facilitate the provision of driving tuition services, we cannot guarantee or take any responsibility for the quality or the absence of defects in the service provided by the instructors.

5.2 The Love 2 Drive Motoring School application is provided on an "as is" and "as available" basis. We do not represent, warrant or guarantee that access to the application will be uninterrupted or error free. In case of any faults in the software, we will endeavour to correct them as soon as possible, but please keep in mind that the functioning of the application may be restricted due to occasional technical errors and we are not able to guarantee that the application will function at all times, for example a public emergency may result in a service interruption.

5.3 Love 2 Drive Motoring School will not be liable for the actions or inactions of the instructors and will not be liable for any damages that the student may incur through the fault of the instructor.

5.4 If you have booked a driving lesson through the Love 2 Drive Motoring School application and cause damage to the tuition vehicle, you may be required to pay for such damage.

6. Good practice using the application

6.1 We expect that you use the application in good faith and be respectful of the instructors who offer their services through the application. We retain the right to close your account if you have violated the terms set out in these Terms and Conditions or if your activities are malicious, i.e. withholding payment for services provided, fraud, being disrespectful towards the instructors, causing wilful damage, etc. In these cases, your application account may be revoked without prior notice.

6.2 Love 2 Drive Motoring School will make every effort to ensure that only instructors who have integrity and are respectful of their profession and students, use the application. However, we are in no position to guarantee that every provider of tuition service satisfies the aforementioned criteria at all times. If you experience any problems during the service, kindly contact us for quality assurance purposes.

6.3 For your safety and security, driving tuition vehicles are equipped with tracking equipment. By using the Love 2 Drive Motoring School Application you are consenting to the use of this equipment during your lesson.

7. Amendments to these Terms and Conditions

If any substantial amendments are made to these Terms and Conditions, then you will be notified by e-mail or in-App notifications. If you continue using the application, you will be deemed to have fully accept the amendments.

8. Final Provisions

These Terms and Conditions will be governed by and construed and enforced in accordance with the laws of the Republic of Malta. If any relative dispute is not resolved by negotiations, then such dispute shall be referred to the Courts of the Republic of Malta. If any provision of these Terms and Conditions is held to be unenforceable, this will be without prejudice to the validity of the rest of the agreement and the parties will substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision.

Privacy Policy

This privacy policy ("policy") will help you understand how Love 2 Drive Motoring School ("us", "we", "our") uses and protects the data you provide to us when you visit and use our dedicated application and our services ("website", "service").

- **What User Data We Collect**

- When you use our application, we may collect the following data:
 - Your IP address.
 - Your contact information and email address.
 - Other information such as interests and preferences.
 - Data profile regarding your online behaviour on our application.

- **Why We Collect Your Data**

- We are collecting your data for several reasons:
 - To better understand your needs.
 - To improve our services and products.
 - To send you promotional emails containing the information we think you will find interesting.
 - To contact you to fill out surveys and participate in other types of market research.
 - To customise our website according to your online behaviour and personal preferences.

- **Safeguarding and Securing the Data**

- Love 2 Drive Motoring School is committed to securing your data and keeping it confidential and we have done everything in our power to prevent data theft, unauthorised access, and disclosure to safeguard all the information we collect online.

- **Our Cookie Policy**

- By downloading and using our application, you also agree that we may collect and use data which our application collects. The data we collect by using cookies is used to help customise our online services to your needs. After we use the data for statistical and/or analytical purposes, the data is completely removed from our systems.
- Rest assured that cookies never allow us to gain control of your computer in any way. They are strictly used to monitor what you find useful and what you do not so that we can provide a better online experience for you.

- You may disable cookies through the appropriate settings on your device.

- **Restricting the Collection of your Personal Data**
 - If, at some point, you might wish to restrict the use and collection of your personal data after having subscribed to our services, feel free to contact us via email and we will be more than happy to completely delete the data indicated.

 - Love 2 Drive Motoring School will not lease, sell or distribute your personal information to any third parties, unless we have your permission. We might do so if the law forces us. Your personal information will be used when we need to send you promotional materials if you agree to this privacy policy.